

Item 1: Cover Page



RUBY PEBBLE

Financial Planning

ENABLE LIVING LIFE — ON YOUR OWN TERMS

Ruby Pebble Financial Planning LLC

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Form ADV Part 2A – Firm Brochure

Dated June 13, 2023

This Brochure provides information about the qualifications and business practices of Ruby Pebble Financial Planning LLC, “RPFPP”. If you have any questions about the contents of this Brochure, please contact us at (206) 207-4213. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Ruby Pebble Financial Planning LLC is registered as an Investment Adviser with the State of Washington. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about RPFPP is available on the SEC’s website at www.adviserinfo.sec.gov, which can be found using the firm’s identification number, 322267.

Item 2: Material Changes

Since our last annual amendment of Form ADV Part 2A dated January 1, 2023, we have made the following material changes:

- We have clarified the description of our service levels and fees for our Financial Planning Services in Items 4 and 5.
- We have added discretionary investment management as an advisory service. A description of our Investment Management Services is included in Item 4, and a description of the fees is included in Item 5. In connection with the Investment Management Services, we have updated other sections of this Brochure as necessary, including:
 - Item 10 to describe our recommendation of unaffiliated custodians that hold Client investment accounts.
 - Item 11 regarding our participation and interest in client transactions.
 - Item 12 regarding our brokerage practices with respect to recommended custodians.
 - Item 13 to describe our review of investment accounts under our management.
 - Item 15 to describe the custody arrangements for Client investment accounts.
 - Item 16 regarding our discretion over investment accounts under our Investment Management Services.

We have made other changes to ensure that our disclosures are clear and concise. We may have made edits as necessary to correct typographical or grammatical errors, to fix formatting or to provide clarification where necessary. We do not consider these changes to be material.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations, and routine annual updates as required by the securities regulators. Either this complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Ruby Pebble Financial Planning LLC.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov> by searching for our firm name or by our CRD number 322267.

You may also request a copy of this Disclosure Brochure at any time, by contacting us at (206) 207-4213 or compliance@rubypebblefp.com.

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Item 4: Advisory Business

Description of Advisory Firm

Ruby Pebble Financial Planning LLC is registered as an Investment Adviser with the State of Washington as of October 2022. We were founded in May of 2022. Jamie L. Clark is the principal owner of RPPF. RPPF currently reports no discretionary or non-discretionary Assets Under Management as of December 31, 2022.

Types of Advisory Services

Financial Planning Services

We provide financial planning services on topics such as retirement planning, risk management, college savings, cash flow, debt management, work benefits, and estate and incapacity planning. Based on the Client's needs, the Client may elect an Initial Comprehensive Financial Plan, Project-Based Financial Planning, Hourly Financial Planning, or Ongoing Financial Planning. Each of these is described below.

Initial Comprehensive Financial Plan

Initial comprehensive plans involve an evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information, and analysis will be considered as they affect and are affected by the entire financial and life situation of the Client. Typically, initial plans require 3-5 meetings over the course of 2-4 months to develop a comprehensive plan, although some plans may require more meetings or more time to develop, depending on complexity and the Client's responsiveness. Clients will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve their stated financial goals and objectives.

After delivery of the Initial Comprehensive Financial Plan, the Adviser does not provide any ongoing services to the Client. If the Client wishes to have a review of the financial planning or ongoing support, the Client may engage the Adviser for Project-Based Financial Planning, Hourly Financial Planning, or Ongoing Financial Planning Services

Project-Based Financial Planning

After the preparation of an initial comprehensive plan, a Client may engage us to provide a review and update of their plan on a project basis. Project-based financial plan reviews include up to 90 minutes of

meeting time; 45 minutes for the initial check-in meeting and an additional 45 minutes for follow-up items. Clients purchasing this service will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve their stated financial goals and objectives. After delivery of the agreed-upon deliverables, the Adviser does not provide any ongoing monitoring or support.

Hourly Financial Planning

Hourly Financial Planning is designed for clients who may require financial planning consulting on a limited basis on select financial topics. Hourly Financial Planning is flexible and hourly quotes will be determined based on the needs of the Client. After the conclusion of the agreed-upon services, the Adviser does not provide any ongoing monitoring or support.

Ongoing Financial Planning

Once the Initial Comprehensive Financial Plan is completed, the Client will have the option to continue working towards their financial goals through Ongoing Financial Planning Services. The plan and the Client's financial situation and goals will be discussed during client meetings held 2-3 times per year and/or at the Client's convenience. The plan and the Client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the Client to confirm that any agreed-upon action steps have been carried out. On at least an annual basis, there will be a full review of this plan to include a reflection on what was accomplished, what needs to be changed, and re-establishing goals for the next year.

This service involves working one-on-one with a planner over an extended period of time. By paying an hourly fee, Clients get to work with a planner who will work with them to develop and implement their plan. If no service is provided to the client, no fees will be charged during that period. The planner will monitor the plan, meet with the client to discuss areas of focus throughout the year as needed, and will recommend appropriate changes to ensure the plan stays up to date.

In conjunction with Ongoing Financial Planning, Clients also have the option to engage the Adviser to provide discretionary Investment Management Services, described below.

Financial Planning Topics Covered

In general, the Financial Planning Services will address any or all of the following areas of concern. The Client and the Adviser will work together to select specific areas to cover. These areas may include, but are not limited to, the following:

- **Business Planning:** We provide consulting services for Clients who currently operate their own business, are considering starting a business, or are planning for an exit from their current

business. Under this type of engagement, we work with you to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals.

- **Cash Flow and Debt Planning:** We will conduct a review of your income and expenses to determine your current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed your income. Advice may also be provided on which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts (such as money market funds) for such reserves, plus strategies to save desired amounts.
- **Education Planning:** Includes projecting the amount that will be needed to achieve college or other post- secondary education funding goals, along with advice on ways for you to save the desired amount. Recommendations as to savings strategies are included, and, if needed, we will review your financial picture as it relates to eligibility for financial aid or the best way to contribute to grandchildren (if appropriate).
- **Employee Benefits Planning:** We will provide review and analysis as to whether you, as an employee, are taking the maximum advantage possible of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.
- **Estate Planning:** This usually includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts, and other related documents. Our advice also typically includes ways for you to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts. We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. RPPF selects these outside consultants through understanding who they specialize in working with, how much they charge clients, and how they work with clients. From time to time, we will participate in meetings or phone calls between you and your attorney with your approval or request.
- **Financial Goals Planning:** We will help Clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.

- **Insurance Planning:** Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home, and automobile.
- **Investment Planning:** This may involve developing an asset allocation strategy to meet Clients' financial goals and risk tolerance, providing information on investment vehicles and strategies, reviewing employee stock options, as well as assisting you in establishing your own investment account at a selected broker/dealer or custodian. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.
- **Retirement Planning:** Our retirement planning services typically include projections of your likelihood of achieving your financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (e.g., working longer, saving more, spending less, taking more risk with investments).

If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

- **Risk Planning:** A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance ("self-insuring").
- **Tax Planning:** Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we may make recommendations on which type of account(s) or specific investments should be owned based in part on their "tax efficiency," with the consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may impact your situation.

We recommend that you consult with a qualified tax professional before initiating any tax planning strategy, and we may provide you with contact information for accountants or attorneys who specialize in this area if you wish to hire someone for such purposes. RFPF selects these outside consultants through understanding who they specialize in working with, how much they charge clients, and how they work with clients. We will participate in meetings or phone calls between you and your tax professional with your approval.

Estate Planning Services

RPFP does not offer legal advice or estate planning services; however, as described above, our financial planning services may cover estate planning topics. Based on a Client's circumstances, we may recommend the services of a third-party digital estate planning platform to Clients who need estate planning assistance. Clients may choose to use this platform at their discretion; we do not require Clients to do so. This platform is appropriate for typical estate planning situations. For complex estate plans or legal questions, Clients are encouraged to seek the advice of appropriate legal counsel as the Client deems necessary. Services vary depending on the individual Client's needs, but could include the assistance with the preparation of or updates to estate planning documents, including guardianship documents, wills, trusts, powers of attorney, or other documents. Clients may access attorney assistance through the platform if necessary for an additional fee.

Investment Management Services

Investment management services are only available in conjunction with Ongoing Financial Planning Services. Through the development of the Client's Initial Comprehensive Financial Plan, we obtain information regarding the Client's financial circumstances, goals and objectives. This enables us to develop the Client's investment strategy with an asset allocation target, and then create and manage a portfolio based on that investment strategy and allocation targets.

Account supervision is guided by the stated objectives of the Client (e.g., maximum capital appreciation, growth, income, or growth, and income), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Please see Item 8 below for information on the types of investment products used in client portfolios.

Our Investment Management Services are provided on a discretionary basis. This means that we are not required to provide advance notice or seek Client's consent before making any changes to Client's portfolio. We have the authority to determine the investments and investment strategies used in managing the Client's accounts, consistent with Client's stated objectives and financial goals.

Client-Tailored Services and Client-Imposed Restrictions

We offer the same suite of services to all of our Clients. However, specific advice and recommendations given to a Client are dependent upon the Client Investment Policy Statement which outlines each Client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a Client specific investment strategy and/or financial plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

Clients are able to specify, within reason, any limitations they would like to place on discretionary authority as it pertains to individual securities and/or sectors that will be traded in their account. All

such requests must be provided to us in writing. We will notify the Client if we are unable to accommodate any requests.

Wrap Fee Programs

We do not participate in wrap fee programs.

Item 5: Fees and Compensation

Please note, unless a Client has received the firm's Disclosure Brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated without penalty by the Client within five (5) business days of signing the contract without incurring any advisory fees.

In all instances, we will send the Client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself, and the time period covered by the fee. Invoices for Investment Management Services, when based on assets under management, will also include the amount of assets under management the fee is based on and the name of the custodian that holds the Client's account. In no event will RFPF require prepayment of \$500 or more, six months or more in advance.

We reserve the right at our discretion to negotiate fees, including flat fees, depending on factors such as the services provided, anticipated time involvement, or assets under management. We reserve the right to offer discounts and fee waivers at our discretion. The Client's actual fee will be set forth in the advisory agreement. No increase in fees will be effective without prior written consent by the Client.

How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below. We do not charge performance-based fees.

Investment Management Services are only offered in conjunction with Ongoing Comprehensive Financial Planning Services. Similar services may be available from other sources at rates that are higher or lower than our fees.

Financial Planning Services Fees

Fees for Financial Planning Services may be paid by check or by electronic funds transfer, debit card or credit card using a third-party payment processor's secure portal through which Client can securely input banking information. Fees are based on an assessment of the project at the time of engagement. If the scope of the project changes during the engagement, we reserve the right to modify the fee upon

notification to and acceptance by the Client. If the service that is provided is less than the initial estimate, the amount due will be reduced according to the service that was completed and any unearned fee will be refunded to the client.

Initial Comprehensive Financial Plan Fees

Fees for the Initial Comprehensive Financial Plan can range between \$3,500 and \$9,000 based on an hourly rate of \$350 billed in 15-minute increments. The fee is negotiable based on complexity and agreed upon before the start of any work. Fees are based on an assessment of the project at the time of engagement. Half of the fixed fee will be invoiced at the beginning of the process and the remainder will be invoiced up to 30 days after the completion of the engagement. The upfront portion of the Initial Comprehensive Financial Plan fee is for Client onboarding, data gathering, and setting the basis for the financial plan.

Initial Comprehensive Financial Plan Services will typically automatically conclude upon delivery of the agreed-upon deliverables and the payment of the final invoice, and no further services will be provided. In addition, either party may terminate these services earlier upon at least 30 days written notice. In the event of early termination, the Client will be invoiced for and agrees to pay any fees for services performed prior to termination. If any deposit paid in advance exceeds the value of services performed, the balance of prepaid fees will be refunded to the Client. Any completed deliverables of the project will be provided to the Client. Please note that in the event of early termination, the scope and/or soundness of any analysis or other work product made prior to early termination may be limited, inaccurate, or incomplete.

Project-Based Financial Planning Fees

Fees for financial plan project reviews range from \$2,500 to \$5,000 based on an hourly rate of \$350 billed in 15-minute increments. Fees are based on an assessment of the project at the time of engagement. \$500 is due upfront and the remaining fee due at the time of completion. The fee is negotiable based on complexity and agreed upon before the start of any work. The upfront fee will include payment for the initial check-in meeting.

Project-Based Financial Planning Services will typically automatically conclude upon delivery of the agreed-upon deliverables and the payment of the final invoice, and no further services will be provided. In addition, either party may terminate these services earlier upon at least 30 days written notice. In the event of early termination, the Client will be invoiced for and agrees to pay any fees for services performed prior to termination. If any deposit paid in advance exceeds the value of services performed, the balance of prepaid fees will be refunded to the Client. Any completed deliverables of the project will be provided to the Client. Please note that in the event of early termination, the scope and/or soundness of any analysis or other work product made prior to early termination may be limited, inaccurate, or incomplete.

Hourly Financial Planning Fees

Hourly Financial Planning engagements are offered at an hourly rate of \$350 per hour and are billed in 15-minute increments. The fee may be negotiable in certain cases and is due at the completion of the engagement.

Hourly Financial Planning Services will typically automatically conclude upon delivery of the agreed-upon deliverables and the payment of the final invoice, and no further services will be provided. In addition, either party may terminate these services earlier upon at least 30 days written notice. In the event of early termination, the Client will be invoiced for and agrees to pay any fees for services performed prior to termination. Any completed deliverables of the project will be provided to the Client. Please note that in the event of early termination, the scope and/or soundness of any analysis or other work product made prior to early termination may be limited, inaccurate, or incomplete.

Ongoing Financial Planning Fees

Ongoing Financial Planning consists of a fee that is paid quarterly, in arrears, based upon our hourly rate of \$350 billed in 15-minute increments. Follow-up services and meetings will also be tied to our hourly rate of \$350. Fees are negotiable and based on the complexity and needs of the client.

The quarterly fee is due in arrears, based on hours earned at an hourly rate of \$350, upon receipt of an itemized invoice disclosing the work completed and time spent. Payment is due promptly upon receipt of the invoice. The client will receive an invoice disclosing how the fee was calculated and the time period that the fee covers. Fees for this service may be paid by electronic funds transfer, check, or credit card. This service may be terminated with 30 days' notice. Since this fee is billed in arrears, there will be no fees returned to the client.

Estate Planning Services Fees

RFPF does not provide estate planning services, but as mentioned in Item 4 above we may recommend a third-party digital estate planning platform to Clients when appropriate for the Client's circumstances. The fees for such service are separate from and in addition to our fees for financial planning or investment management services, and are due and payable directly to the third-party digital platform provider. RFPF does not receive any portion of these fees; however, if Clients access the platform through a link provided by RFPF, they may receive a discount for certain services.

Investment Management Services Fees

Investment Management Services are only available in conjunction with our Ongoing Financial Planning Services described above. Our fee for Investment Management Services will be an hourly fee

that is paid quarterly, in arrears, based upon our hourly rate of \$350 billed in 15-minute increments for actual time spent in managing Client's investment accounts, including developing and implementing the investment strategy, and performing ongoing monitoring, rebalancing, and reallocations.

The quarterly fee is due in arrears, based on hours of services performed at an hourly rate of \$350, upon receipt of an itemized invoice disclosing the work completed and time spent. Payment is due promptly upon receipt of the invoice. The Client will receive an invoice disclosing how the fee was calculated and the time period that the fee covers. Fees for this service may be paid by electronic funds transfer, check, or credit card using a third-party payment processor's secure portal through which Client can securely input banking information. In the alternative, the Client may authorize RFPF to deduct its fees from the Client's investment account(s) that are held with a qualified custodian. The Client will authorize the custodian to accept instruction from RFPF to deduct its advisory fee. This service may be terminated with 30 days' notice. Since this fee is billed in arrears, there will be no fees returned to the Client.

Other Types of Fees and Expenses

In connection with brokerage accounts, the Client may incur additional fees such as brokerage commissions, transaction fees, and other related costs and expenses. Clients may incur certain charges imposed by broker-dealers, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfers, electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange-traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees, and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, and costs.

Item 12 further describes the factors that we consider in selecting or recommending broker-dealers for the Client's transactions and determining the reasonableness of their compensation (e.g., commissions).

We do not accept compensation for the sale of securities or other investment products including asset-based sales charges or service fees from the sale of mutual funds.

Item 6: Performance-Based Fees and Side-By-Side Management

We do not offer performance-based fees and do not engage in side-by-side management.

Item 7: Types of Clients

We provide financial planning and investment management services to individuals and high net-worth individuals. We do not have a minimum account size requirement.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

Our primary method of investment analysis is Modern Portfolio Theory (MPT). The underlying principles of MPT are:

- Investors are risk averse. The only acceptable risk is that which is adequately compensated by an expected return. Risk and investment return are related and an increase in risk requires an increased expected return.
- Markets are efficient. The same market information is available to all investors at the same time. The market prices every security fairly based upon this equal availability of information.
- The design of the portfolio as a whole is more important than the selection of any particular security. The appropriate allocation of capital among asset classes will have far more influence on long-term portfolio performance than the selection of individual securities.
- Investing for the long term (preferably longer than ten years) becomes critical to investment success because it allows the long-term characteristics of the asset classes to surface.
- Increasing diversification of the portfolio with lower correlated asset class positions can decrease portfolio risk. Correlation is the statistical term for the extent to which two asset classes move in tandem or in opposition to one another.

Material Risks Involved

All investing strategies we offer involve risk and may result in a loss of your original investment which you should be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities, and any other investment or security. Material risks associated with our investment strategies are listed below.

Market Risk: Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.

Strategy Risk: The Adviser's investment strategies and/or investment techniques may not work as intended.

Small and Medium Cap Company Risk: Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the Client's portfolio.

Turnover Risk: At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.

Limited markets: Certain securities may be less liquid (harder to sell or buy) and their prices may at times be more volatile than at other times. Under certain market conditions, we may be unable to sell or liquidate investments at prices we consider reasonable or favorable or find buyers at any price.

Concentration Risk: Certain investment strategies focus on particular asset classes, industries, sectors or types of investment. From time to time these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.

Interest Rate Risk: Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Legal or Legislative Risk: Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Geopolitical Risk: The risk of financial and market loss because of political decisions or disruptions in a particular country or region.

Catastrophic Events: In addition to general market risks, investments may be subject to the risk of loss arising from direct or indirect exposure to a number of types of catastrophic events, such as global pandemics, natural disasters, acts of terrorism, cyber-attacks, or network outages. The extent and impact of any such event on investment strategies will depend on many factors, including the duration and scope of the event, the extent of any governmental restrictions, the effect on the supply chain, overall consumer confidence, and the extent of the disruption to global and domestic markets.

Inflation: Inflation may erode the buying power of your investment portfolio, even if the dollar value of your investments remains the same.

Risks Associated with Securities

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

Common stocks may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

Exchange Traded Funds prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds may not track underlying benchmarks as expected. ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. The Adviser has no control over the risks taken by the underlying funds in which the Clients invest.

Mutual Funds When a Client invests in open-end mutual funds or ETFs, the Client indirectly bears its proportionate share of any fees and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, many of which may be duplicative. In addition, the Client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives).

Item 9: Disciplinary Information

Criminal or Civil Actions

RPFP and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

RPFP and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

RPFP and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of RPFP or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

No RFPF employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

No RFPF employee is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator or commodity trading advisor.

RFPF does not have any related parties. As a result, we do not have a relationship with any related parties.

RFPF only receives compensation directly from Clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

RFPF does not recommend other investment advisers or third-party asset managers to Clients for the management of Client accounts.

RFPF may recommend that Clients use an unaffiliated registered broker-dealer as the qualified custodian for Clients' accounts. Currently, RFPF has established a relationship with Altruist Financial, LLC, CRD No. 299274 ("Altruist") that helps to facilitate our management of Client accounts. Further information regarding this custodial relationship is provided in Item 12 below.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

As an investment adviser registered under the Securities Act of Washington and other applicable federal and state securities laws, RFPF owes the Client a fiduciary duty to put the Client's interest first which includes, but is not limited to, a duty of care, loyalty, obedience, and utmost good faith. Our Clients entrust us with their personal data and information regarding their financial circumstances, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The firm also accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

Code of Ethics Description

This code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory Clients. A summary of the Code of Ethics' Principles is outlined below.

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to Clients.
- Competence - Associated persons shall provide services to Clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to Clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- Confidentiality - Associated persons shall not disclose confidential Client information without the specific consent of the Client unless in response to proper legal process, or as required by law.
- Professionalism - Associated persons' conduct in all matters shall reflect the credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide a copy of its Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

We do not manage any proprietary funds or private investments; therefore, we do not have any material financial interest in any investments that may be used in client portfolios. We do not engage in principal transactions or agency cross transactions.

Participation or Interest in Client Transactions

Our firm and its "related persons" may buy or sell securities similar to, or different from, those we recommend to Clients for their accounts. With regard to our Financial Planning Services, we provide recommendations on a non-discretionary basis only, and clients have the discretion to decide whether and when to effect any transactions based on our recommendations; therefore, potential conflicts of interest between us and our clients are mitigated. With regard to our discretionary Investment

Management Services, our firm and its employees will typically execute personal securities transactions after client transactions, or may have personal securities transactions executed simultaneously with client transactions when participating in an aggregated (block) trade. See **Order Aggregation** in Item 12 below.

In an effort to reduce or eliminate conflicts of interest involving the firm or employee trading, we may restrict or prohibit certain transactions in our firm proprietary and employee accounts. Any exceptions or trading pre-clearance must be approved by our Chief Compliance Officer in advance. Our Chief Compliance Officer also reviews firm and employee holdings and transaction reports as required by our Code of Ethics.

We maintain the required personal securities transaction records per regulation.

Item 12: Brokerage Practices

Factors Used to Select Custodians and/or Broker-Dealers

Ruby Pebble Financial Planning LLC does not have any affiliation with Broker-Dealers, however, we may recommend qualified custodians to clients based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

1. Research and Other Soft-Dollar Benefits

We currently do not receive soft dollar benefits.

2. Brokerage for Client Referrals

We receive no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

With respect to our Investment Management Services, RFPF will execute transactions directly with the qualified custodian that holds the Client's account. We do not allow clients to direct us to execute transactions through a specific broker-dealer. Not all advisers require their clients to direct brokerage. By directing brokerage, advisers may be unable to achieve most favorable execution of client transactions, and this practice may cost Clients more money.

For Client accounts under our Financial Planning Services for which we do not provide discretionary Investment Management Services, Clients may custody their assets at a custodian of their choice, and are responsible for executing transactions in their accounts.

The Custodians We Use

RFPF does not maintain physical custody of Client assets managed by our firm, although we may be deemed to have constructive custody of Client assets if we have the authority to withdraw advisory fees from Client accounts (see Item 15—Custody, below). Client assets will be maintained in an account with a broker-dealer acting as a “qualified custodian.”

Based on the services a Client needs, we may recommend that Clients use one of several unaffiliated registered broker-dealers, member FINRA/SIPC, as the qualified custodian and broker for Client accounts. Our firm will establish relationships with custodians that help facilitate our management of Client accounts. Currently, we have a relationship with and will recommend that Client’s use Altruist Financial, LLC, CRD No. 299274 as their custodian to facilitate our management of investment accounts. We reserve the right to add other custodians in the future. As used in this Brochure, the term “custodian” refers to any qualified custodian we may use to hold Client accounts.

The custodian will hold Client assets in a separate brokerage account and will buy and sell securities as instructed by RFPF or the Client. Although RFPF may recommend that Clients use a particular custodian, Clients have the discretion to decide whether to do so and will open their accounts directly with the custodian by entering into an account agreement directly with them. We do not open the account for Clients, although we may assist Clients in doing so. If Clients do not wish to place their assets with one of the custodians with which we have an established relationship, we cannot manage the Client’s account on a discretionary basis.

Through RFPF’s participation in the adviser programs offered by custodians, we receive various benefits, provided without cost or at a discount, that may not be available to retail customers. These benefits include access to certain investment options; execution of securities transactions; custodial services; access to an electronic trading platform, including access to aggregated block trading; the ability to deduct our advisory fee from Client accounts; access to Client account data; receipt of duplicate trade confirmations and account statements; research related products and tools; pricing and market data; access to software, technology or services; attendance at educational conferences and events; consulting on technology, compliance or other business matters; access to industry publications. Some of these products and services may benefit Clients directly, while others may benefit us by assisting us in the administration of our business and the management of Client accounts, including accounts held with other custodians.

The availability of these services may be contingent upon RFPF committing a certain number of accounts or assets under management to the custodian, but does not depend on the number of brokerage transactions directed to the custodian. The receipt of these benefits from the custodians creates a potential conflict of interest as we may have an incentive to recommend that Clients maintain

their accounts with a specific custodian. However, we strive to recommend the custodian that is most appropriate based on the Client's individual needs.

Qualified custodians may charge a separate custodial fee, or they may be compensated by commissions or trade fees on transactions executed in Client accounts. In addition, qualified custodians may be compensated by earning interest on the uninvested cash in Clients' investment accounts. Clients are encouraged to review the information provided by the qualified custodian regarding fees and compensation.

Note that individual custodians establish their own trading policies and procedures that limit our ability to control, among other things, the timing of the execution of trades. Execution of trades may not be instant, and we are not able to control the specific time during a day that securities are bought or sold. Custodians will generally trade on the same business day as they receive instructions. However, transactions will be subject to processing delays in certain circumstances (e.g., orders initiated on non-business days or after markets close).

Aggregating (Block) Trading for Multiple Client Accounts

Client orders executed through the same custodian on the same day may be aggregated for operational efficiencies or where we believe it is necessary to achieve best execution. The decision to do so is at our discretion, and we are not required to block trades. Each Client will receive the average share price of all orders executed to fill the aggregated order. Transaction fees, brokerage fees, and commissions will be allocated on a pro-rata basis. Transactions in accounts held by our firm or its supervised persons may participate in aggregated trading blocks along with client transactions; in such cases, share prices and expenses will be allocated equally among client accounts and those accounts of our firm and its supervised persons.

Item 13: Review of Accounts

Jamie L. Clark, Owner and CCO of RPPF, will work with Clients to obtain current information regarding their assets and investment holdings and will review this information as part of our Investment Management Services and Ongoing Financial Planning Services. With our Investment Management Services, at least quarterly, Jamie L. Clark will review the performance of your accounts and the applied investment strategy to ensure it remains appropriate. Additional as-needed reviews may be conducted due to unusual or volatile performance, addition or deletions of client restrictions, excessive withdrawals, etc. Accounts may also be reviewed upon significant market, economic or political events. RPPF does not provide specific reports to Clients, other than financial plans.

Clients will receive trade confirmations from the custodian for each transaction in their accounts as well as monthly or quarterly statements and annual tax reporting statements from their custodian showing all activity in the accounts, such as receipt of dividends and interest.

RPFP will not provide written reports to Investment Management Clients.

Item 14: Client Referrals and Other Compensation

Other than the benefits from custodians disclosed in Item 12 above, we do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our Clients. Nor do we, directly or indirectly, compensate any person who is not advisory personnel for Client referrals.

Item 15: Custody

RPFP does not accept custody of Client funds except in the instance of withdrawing Client fees from investment accounts.

For Client accounts in which RPFP directly debits its advisory fee:

- RPFP will send a copy of its invoice to the custodian at the same time that it sends the Client a copy.
- The custodian will send at least quarterly statements to the Client showing all disbursements for the account, including the amount of the advisory fee.
- The Client will provide written authorization to RPFP, permitting us to be paid directly from the Client's account held by the custodian.

Clients should receive at least quarterly statements from the qualified custodian that holds and maintains the Client's investment assets. We urge you to carefully review such custodial account statements and compare such official custodial records to our invoices. The custodial account statement should reflect the amount of our advisory fee deducted from your account, and such an amount should be consistent with our invoice. Daily account balances shown on our invoices may vary from daily account balances shown on custodial statements due to different reporting dates of transactions. For example, the custodian may provide information based on the trade settlement date while we use the trade execution date, or the custodian may report dividends based on the ex-date while we use the record date. In all circumstances, we will maintain all documentation to support our statements, and these documents will comply with applicable regulations.

Item 16: Investment Discretion

For those Client accounts where we provide Investment Management Services, we maintain discretion over Client accounts with respect to securities to be bought and sold and the amount of securities to be bought and sold. Investment discretion is explained to Clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the Client will execute a Limited Power of Attorney, which will grant our firm discretion over the account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the Client.

Recommendations made under our Financial Planning Services made with regard to accounts for which we do not provide Investment Management Services are provided on a non-discretionary basis. Clients are responsible for initiating any transactions necessary to implement our recommendations.

Item 17: Voting Client Securities

RFPF does not exercise discretion to vote client securities. Clients will receive their proxies directly from the custodian, but may reach out to us at the number listed on the cover of this brochure with any questions.

Item 18: Financial Information

Registered Investment Advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to Clients, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of Client funds or securities or require or solicit prepayment of more than \$500 in fees per Client six months or more in advance.

Item 19: Requirements for State-Registered Advisers

Principal Officers

Jamie L. Clark serves as RFPF's sole principal. Information about Jamie L. Clark's education, business background, and outside business activities can be found on their ADV Part 2B, Brochure Supplement attached to this Brochure.

Other Business Activities

All outside business information, if applicable, of RFPF is disclosed in Item 10 of this Brochure.

Performance-Based Fees

Neither RFPF nor Jamie L. Clark is compensated by performance-based fees. Please refer to Item 6 of this brochure.

Material Disciplinary Disclosures

No management person at Ruby Pebble Financial Planning LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Material Relationships That Management Persons Have With Issuers of Securities

Ruby Pebble Financial Planning LLC, nor Jamie L. Clark, have any relationship or arrangement with issuers of securities.

Business Continuity Plan

RFPF maintains a written Business Continuity Plan that identifies procedures related to an emergency or significant business disruptions, including the death of the investment adviser or any of its representatives.



RUBY PEBBLE
Financial Planning
ENABLE LIVING LIFE — ON YOUR OWN TERMS

Ruby Pebble Financial Planning LLC

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Seattle, Washington, 98109

(206) 207-4213

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Form ADV Part 2B – Brochure Supplement

Dated June 13, 2023

For

Jamie L. Clark CRD# 7309542

Owner, and Chief Compliance Officer

This brochure supplement provides information about Jamie L. Clark that supplements the Ruby Pebble Financial Planning LLC (“RPFPP”) brochure. A copy of that brochure precedes this supplement. Please contact Jamie L. Clark if the RPFPP brochure is not included with this supplement or if you have any questions about the contents of this supplement.

Additional information about Jamie L. Clark is available on the SEC’s website at www.adviserinfo.sec.gov which can be found using the identification number 7309542.

Item 2: Educational Background and Business Experience

Jamie L. Clark

Born: 1988

Educational Background

- 01/2010 – Bachelor of Computer Science, University of Waterloo, Waterloo, Ontario, Canada
- 08/2019 – Certificate in Financial Planning, Northwestern University, Evanston, IL, US

Business Experience

- 05/2022 – Present, Ruby Pebble Financial Planning LLC, Owner and CCO
- 08/2021 – 03/2022, 603 Financial, Inc. dba Arrivity Financial Planning, Financial Planner
- 02/2021 – 08/2021, 603 Financial, Inc. dba Arrivity Financial Planning, Associate Planner
- 02/2020 – 02/2021, 603 Financial, Inc. dba Goddard Financial Planning, Associate Planner
- 01/2019 – 11/2019, Northwestern University, Student
- 09/2016 – 12/2017, University of Washington, Graduate Student
- 02/2015 – 09/2016, Microsoft Corporation, Software Development Engineer II

Professional Designations, Licensing & Exams

CFP (Certified Financial Planner)®: The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with Clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that the CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a

foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;

- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and Client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real-world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their Clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to the CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Item 3: Disciplinary Information

No management person at Ruby Pebble Financial Planning LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Item 4: Other Business Activities

Jamie L. Clark is not involved with outside business activities.

Item 5: Additional Compensation

Jamie L. Clark does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through RFPF.

Item 6: Supervision

Jamie L. Clark, as Owner and Chief Compliance Officer of RFPF, is responsible for the supervision of all firm activities. Supervision is not conducted by any other party. Jamie L. Clark may be contacted at the phone number on this brochure supplement. Because supervising one's self poses a conflict of interest, the firm has adopted policies and procedures to mitigate this conflict and may use the services of unaffiliated professionals to ensure the firm's oversight obligations are met.

Item 7: Requirements for State Registered Advisers

Jamie L. Clark has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or bankruptcy petition.