

## Item 1 Cover Page

Part 2 Appendix 1 of Form ADV



**STERLING**  
FINANCIAL ADVISORS, LLC  
AN INDEPENDENT REGISTERED INVESTMENT ADVISOR

Wrap Fee Brochure

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Date: March 28, 2024

This wrap fee brochure provides information about the business practices of Sterling Financial Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (402) 970-9300 or via email at [mary@sfa.us.com](mailto:mary@sfa.us.com). 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. Please note that registration as an investment advisory firm does not imply a certain level of skill or training. Additional information about Omaha Wealth Management is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2      Material Changes**

We have made no material changes since our last amendment filed in 2023.

## Item 3 Table of Contents

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## Item 4      **Services, Fees and Compensation**

This firm offers discretionarily managed accounts for a percentage of assets under management, inclusive of commission and handling charges. A program offering advisory services that is inclusive of transaction charges is referred to as a wrap fee program. A program offering similar services but exclusive of transaction charges is referred to as a non-wrap fee program. The fee structure for our wrap fee accounts is detailed below.

### *Fee Structures for Managed Accounts*

We typically deduct wrap fees ("Fees for the Investment Management Services") directly from your account using the below tiered fee schedule.

#### **Tiered Fee Schedule:      Annual Fee:**

First \$500,000	1.50%
Next \$1,500,000	1.25%
Over \$2,000,000	1.0% and Negotiable

For example, if you were investing \$2,500,000, you would pay an annual fee of 1.5% on the first \$500,000, 1.25% on the next \$1,500,000 and 1% on the remaining \$500,000. Family members or friends may receive a reduced fee or may not pay any fee on their advisory accounts. All above quoted fees may be negotiated within the stated fee schedule; however certain circumstances may dictate an exception from the set range.

Sterling Financial Advisors, LLC has been a registered investment advisor since 1998 and through the years has amended and negotiated its advisory fees with individual clients. Clients' fees may therefore differ from the schedule listed above and clients should consult their advisory contract for the fee schedule particular to their account.

We will deduct these advisory fees directly from your advisory account(s). This is after we receive your written authorization. For this program we charge advisory fees in arrears and your asset management fee is based upon the balance of the account as of the end of the previous quarter.

As the portfolio manager and sponsor of the program, we will receive the advisory fee as payment. Our fees are charged quarterly, in arrears. In any partial calendar quarter, the management fee will be pro-rated based on the number of days that the Account was open during the quarter. We believe the charges and fees offered within our fee-based program are competitive with alternative programs available through other firms and/or investment sources. We make no guarantee that the aggregate cost of our program is lower than programs available elsewhere.

Client understands that Account assets invested in shares of mutual funds or other investment companies ("funds") will be included for the purpose of calculating the value of the Account for purposes of computing our fee and that the same assets will also be subject to other fees as set forth in the prospectus of those funds, which fees will be paid by the funds but ultimately borne by the investor.

The total cost of each of the services provided, if purchased separately, could be more or less than the costs of each respective program. Cost factors may include your ability to obtain the services provided within the programs separately with respect to the selection of investments, invest and rebalance the selected investments without the payment of a sales charge, and obtain performance reporting comparable to those provided within each program.

When making cost comparisons, you should be aware that the combination of multiple mutual fund investments, advisory services, custodial and brokerage services available through each program may not be available separately or may require multiple accounts, documentation and fees. If an account is not actively traded or if you otherwise would qualify for reduced sales charges, the fees in these programs may be more expensive than if utilized separately. You should also understand that the shares of certain mutual funds offered in these programs may impose short-term trading charges (typically 1%-2% of the amount originally invested) for redemptions generally made within short periods of time. These short-term charges are imposed by the Funds to deter “market timers” who trade actively in fund shares. These charges, as well as operating expenses and management fees, which may increase the overall cost to the client by 1%-2% (or more), are available in each fund’s prospectus. Such charges are not paid to Adviser but are retained by the fund company.

You may also incur charges for other account services provided by the custodian not directly related to the execution and clearing of transactions. These fees may include IRA custodial fees, safekeeping fees, interest charges on margin loans and wire fees. Transaction costs (brokerage commissions and handling fees only) will be paid for clients by Adviser, except in the following two circumstances: 1) Adviser reserves the right to pass commission and handling costs through to an existing client if client makes three or more unsolicited trades within a 30 day period. 2) In any unsolicited liquidation of one or more positions by a client who is in the process of closing out their account with the Adviser, client pays transaction charges. Client may incur other account closing charges incurred by the Custodian. However, Advisor will not charge account closing fees.

### **Termination**

There is no minimum term associated with an Investment Advisory Management Agreement with Advisor. The Investment Management Advisory Agreement may be terminated by either of us at any time upon providing written notice pursuant to the provisions of the Investment Advisory Management Agreement. There is no penalty for terminating your account. Fees will be prorated up until the date of termination.

We will not accept instructions to terminate the Investment Advisory Management Agreement unless you provide these instructions in writing or via electronic mail.

## **Item 5 Account Requirements and Types of Clients**

We provide investment advice to Individuals, Retirement Plans, Trusts, Endowments and other business entities. Adviser has a minimum account value of \$100,000. We may waive this based on prior relationships, anticipated other assets, or at our discretion.

## **Item 6      Portfolio Manager Selection and Evaluation**

We are the portfolio manager for this wrap fee program. This could create a conflict of interest in that we are recommending ourselves as the manager of our assets. To address this conflict of interest, we review our performance as compared to widely known industry indexes, such as the S&P 500. No third party reviews portfolio manager performance. Because we are a portfolio manager for the program, a description of the services we provide is below.

### ***Advisory Business***

Sterling Financial Advisors, LLC (doing business as Omaha Wealth Management) commenced business as an Investment Advisory Firm in 1998. Mary Jochim is the sole owner.

We offer an investment supervisory service, which means we manage your accounts in line with your investment objectives on a continuous basis.

We tailor the advice we give to you based on a questionnaire you complete at the onset of our advisory relationship. You may impose restrictions on investing in certain types of securities, certain securities or specific companies.

As of December 31, 2023, SFA's total assets under management were \$123,223,210. Our discretionary assets under management were \$107,592,257. Our non-discretionary assets under management were \$2,315,633.

### ***Performance-Based Fees and Side-by-Side Management***

We do not charge performance-based fees.

### ***Methods of Analysis, Investment Strategies and Risk of Loss***

Investing involves risk that you should be prepared to bear.

We invest your portfolios in equities and/or fixed income as determined by your instructions, needs and risk tolerance. Fixed Income investments are chosen primarily on the basis of quality of the issuer, maturity date of the instrument and interest yield. Stock selection is done through an extensive and intensive process of research, reading, prior knowledge, weighing factors and making judgments. The risks of this methodology include capital loss due to incomplete research, unexpected problems at a company in which stock is held, inadequate diversification and problems in the general economy.

The adviser maintains discretionary authority to invest client cash among various options available in the custodian's cash sweep program including BDS products, credit interest, and money market mutual funds. Additionally, Sterling can invest client cash in products available outside of the custodian's cash sweep program.

The custodian of the account assets (RJA) will determine where cash reserves invested in the RJA Bank Deposit Program are held. The custodian may offer one or multiple options to different account types (such as non-taxable and managed accounts). In addition, the custodian may, among other things, consider terms and conditions, risks and features, conflicts of interest, current interest rates, the

manner by which future interest rates will be determined, and the nature and extent of insurance coverage (such as deposit protection from the Federal Deposit Insurance Corporation and the Securities Investor Protection Corporation). The custodian may change an investment option at any time by providing you with thirty (30) days advance written notice of such change, modification or amendment.

Raymond James Bank is an affiliate of RJA and offers a similar interest rate to the yield on Heritage Cash Trust and the CIP, but generally earns more than the interest it pays on such balances. The Heritage Cash Trust money-market and municipal money-market fund both pay Heritage Asset Management, Inc. (also an affiliate) a fee for investment management and administrative services. Raymond James & Associates generally earns a higher rate of interest on CIP balances than the interest rate it pays on such balances. The income earned by Heritage Asset Management and RJA is in addition to the asset-based fees that RJA receives from these accounts.

Cash balances arising from the sale of securities, redemptions of debt securities, dividend and interest payments and funds received from customers are invested automatically on a daily basis. When securities are sold, funds are deposited on the day after settlement date. Funds placed in a Client's account by personal check usually will not be invested until the second business day following the day that the deposit is credited to the Client's account. Due to the foregoing practices, RJA may obtain federal funds prior to the date that deposits are credited to Client accounts and thus may realize some benefit because of the delay in investing such funds.

For further information please refer to the Cash Sweep Options disclosure statement, a copy of which is available from your Investment Adviser Representative, or is available on the Raymond James public website, [www.raymondjames.com](http://www.raymondjames.com).

We believe the charges and fees offered are competitive with alternative programs available through other firms and/or investment sources yet makes no guarantee that the aggregate cost of a particular program is lower than that which may be available elsewhere.

### ***Voting Client Securities***

We do not accept authority to vote client securities. Our clients retain that right. You will receive your proxies or other solicitations directly from your custodian. We will provide information, upon request, to assist with any corporate actions or proxies but the ultimate decision of how to vote or act rests upon you as the security owner.

## **Item 7 Client Information Provided to Portfolio Managers**

We are the portfolio manager for your accounts. Therefore, any information you provide to us will be used by us to manage your investments.

## **Item 8 Client Contact with Portfolio Managers**

We are the portfolio manager for your accounts. You may contact us at any time.

## Item 9 Additional Information

### *Disciplinary Information*

Neither the Firm nor any of our management persons have been involved in any events that are material to a client's or prospective client's evaluation of the Firm or the integrity of its management. In this Item, these would include specific criminal or civil actions, certain administrative actions by the SEC or a regulatory authority, or certain proceedings by self-regulatory authorities.

### *Other Financial Industry Activities and Affiliations*

Neither we nor any of our management persons are a broker/dealer or a registered person of a broker/dealer.

Neither we nor our management persons are registered nor have an application pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Joseph Bayless is licensed to sell insurance. In that capacity, he may sell fixed insurance products or long term care insurance. When selling insurance, Mr. Bayless will typically earn a commission. This represents a conflict of interest in that he has an incentive to recommend insurance products for compensation. As a fiduciary, Mr. Bayless has a responsibility to put your needs ahead of his own. Clients are under no obligation to use Mr. Bayless for their insurance needs and are notified at the time of purchase that Mr. Bayless will receive compensation for the sale of insurance products.

We do not recommend or select other investment advisers for our clients.

### *Code of Ethics, Participation or Interest in Client Transactions and Personal Trading*

Associated persons may buy or sell for their own accounts the same securities recommended to you. Associated persons seek to ensure that they do not personally benefit from the short-term market effects of their recommendations to you and we monitor their personal trading.

Associated persons are aware of the rules regarding material non-public information and insider trading. Associated persons may also buy or sell a specific security for their own account based on personal investment considerations, which the Advisor does not deem appropriate to buy or sell for clients.

We have adopted a Code of Ethics to instruct our personnel in their ethical obligations and to provide rules for their personal securities transactions. We and our personnel owe a duty of loyalty, fairness and good faith to their clients, and the obligation to adhere not only to the specific provisions of the code but also to the general principles that guide the Code. The Code covers a range of topics including general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings and private placements, reporting ethical violations, distribution of the Code, review and enforcement processes, amendments to Form ADV and supervisory procedures. We will provide a copy of the Code to any client or prospective Client upon request.



### ***Review of Accounts***

We continuously review the securities in every client's account. Mary Jochim and/or John Dee review client accounts on at least a quarterly basis. We do not provide any regular written reports to clients outside of the reports they receive from the custodian of their assets.

### ***Client Referrals and Other Compensation***

We do not pay anyone for client referrals for our investment management accounts. We do not receive any economic benefits for providing investment advice or other advisory services to our clients from anyone who is not a client.

### ***Financial Information***

We do not require or solicit prepayment of more than \$1,200 in fees per client six months or more in advance.

We do not have any financial situation that would be likely to impair our ability to meet contractual commitments to clients.

We have not been the subject of a bankruptcy petition at any time during the past ten years.

We do not engage in any “soft dollar” arrangements.

## Miscellaneous

### Privacy Notice

Our mission is to help customers meet their financial goals. We are committed to providing you the very best service, the highest quality products, and valuable information about new services and benefits. The Privacy Policy contained in this disclosure may be amended at any time. We will keep customers informed of any applicable changes at least annually, or as required by law. The policy described here replaces all previous notices or statements with respect to the same subject matter. We are providing you with this information as required by Regulation S-P adopted by the Securities and Exchange Commission.

### **Our Privacy Policy**

In connection with providing client with investment products, financial advice, or other services, Adviser obtains non-public personal information about client including:

- Information Adviser receives from Client on applications
- Information about Client transactions with Adviser or others; and,
- Information from credit or service bureaus or third-parties.

### **Information Adviser Discloses.**

Adviser will not disclose information regarding Client or Client's account with Adviser except under the following circumstances:

- To establish or maintain an account with an unaffiliated third party, such as a clearing broker providing services to Client;
- To government entities or other third parties in response to subpoenas or other legal process as required by law.

**Adviser's Security Policy.** Only those individuals who need it to perform their jobs are authorized to have access to confidential client information. Adviser maintains physical, electronic, and procedural security measures that comply with applicable state and federal regulations to safeguard confidential Client information.

**Closed or Inactive Accounts.** If Client decides to close account (s) or become an inactive customer, Adviser will adhere to the privacy policies and practices as described in this notice.

**Changes to this Privacy Policy.** If Adviser makes any substantial changes in the way Adviser uses or disseminate confidential information, Adviser will notify Client.