

## DISCLOSURE BROCHURE



# OCEANSIDE ADVISORS, LLC

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This brochure provides information about the qualifications and business practices of Oceanside Advisors LLC. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 843-830-6568. 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.

Additional information about Oceanside Advisors LLC (CRD #170307) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

**MARCH 28, 2023**

## **Item 2: Material Changes**

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### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

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### **Material Changes since the Last Update**

Since the last filing on February 20, 2023, the following is being updated in this brochure filing:

- Item 4 has been updated to disclose the most recent calculation for client assets under management.
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### **Full Brochure Available**

This Firm Brochure being delivered is the complete brochure for the Firm.

## Item 3: Table of Contents

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## **Item 4: Advisory Business**

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### **Firm Description**

Oceanside Advisors LLC (“Oceanside”) was founded in 2012 and became registered as investment advisor in 2014. Johann Robert Kroll is 75% owner, Patrick Gaul is 20% owner and Robert E. Kroll is 5% owner.

Oceanside provides personalized confidential financial planning and investment management services. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and legacy planning.

Oceanside is a fee based financial planning and investment management firm. The firm is also an insurance agency that sells insurance products.

Oceanside does not act as a custodian of client assets. Oceanside places trades for clients under a limited power of attorney.

An evaluation of each client's initial situation is provided to the client, often in the form of a net worth statement, risk analysis or similar document. Periodic reviews are also communicated to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, tax preparers, insurance agents, etc.) are engaged directly by the client on an as-needed basis and may charge fees of their own. For example, tax preparation and to the extent your estate plan needs to be updated, the tax preparer and/or attorney will bill the client separately. Conflicts of interest will be disclosed to the client in the event they should occur.

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### **Types of Advisory Services**

#### **ASSET MANAGEMENT**

Oceanside offers discretionary direct asset management services to advisory clients. Oceanside will offer clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors. The client will authorize Oceanside discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

#### **ONE TIME FINANCIAL PLANNING AND CONSULTING**

If financial planning services are applicable, the client will compensate Oceanside on an hourly fee basis described in detail under “Fees and Compensation” section of this brochure. Services include but are not limited to a thorough review of all applicable topics including Wills, Estate Plan/Trusts, Investments, Taxes, and Insurance. If a conflict of interest exists between the interests of the investment advisor and the interests of the client, the client is under no obligation to act upon the investment advisor’s recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through Oceanside. Financial plans will be completed and delivered inside of ninety (90) days.

### ONGOING FINANCIAL PLANNING (service not available to Illinois Clients)

Oceanside also offers ongoing financial planning services that will continue from year to year unless cancelled in writing by either party. Ongoing financial planning services will include the following:

- Portfolio monitoring, which includes but is not limited to, tax loss harvesting, automated rebalance, performance reporting
- Ongoing access to newsletters, webinars, education and networking events
- Initial meeting (in person or virtual) – up to two hours
- Follow up meeting to deliver and discuss initial recommendations – up to 90 minutes
- Written financial planning recommendations (paper and/or electronic) – updated annually
- Follow up meeting approximately every six months to check on progress and adjust recommendations as life, financial or otherwise, continues to evolve – up to 60 minutes
- Regular accountability check-in emails to help Client stay on track available upon request
- Phone or email access to answer questions

Services may include but are not limited to budgeting and cash flow; retirement income planning; estate preservation; debt consolidation; goal planning and progress tracking; employer benefits review; and insurance needs and analysis.

The scope of work and fee is provided to the Client in writing prior to the start of the relationship.

The Client is under no obligation to act upon the investment advisor's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Oceanside. Clients may terminate advisory services with thirty (30) days written notice.

### ERISA PLAN SERVICES

Oceanside provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, and cash balance plans, and deferred compensation plans. Oceanside may act as a 3(38) advisor:

**ERISA 3(38) Investment Manager.** Oceanside can act as an ERISA 3(38) Investment Manager in which it has discretionary management and control of a given retirement plan's assets. Oceanside would then become solely responsible and liable for the selection, monitoring and replacement of the plan's investment options.

#### 1. Fiduciary Services are:

- Oceanside has discretionary authority and will make the final decision regarding the initial selection, retention, removal and addition of investment options in accordance with the Plan's investment policies and objectives.
- Assist the Client with the selection of a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder.

- Assist the Client in the development of an investment policy statement (“IPS”). The IPS establishes the investment policies and objectives for the Plan.
- Provide discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5).

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands the Oceanside’s assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor’s definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, the Oceanside is not providing fiduciary advice as defined by ERISA to the Plan participants. Oceanside will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

Oceanside may provide these services or, alternatively, may arrange for the Plan’s other providers to offer these services, as agreed upon between Oceanside and Client.

3. Oceanside has no responsibility to provide services related to the following types of assets (“Excluded Assets”):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to the Adviser on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b) 2 disclosure.

401K CONSULTING SERVICES

Oceanside offers 401K consulting services to employers on a flat fee basis described in detail under “Fees and Compensation” section of this brochure. Oceanside will meet with the Client for information gathering. Oceanside will make basic plan design



recommendations, estimated safe harbor projections based on current work force, assist in provider selection, and provide support throughout the plan installation process.

#### **SEMINARS AND WORKSHOPS**

Oceanside holds seminars and workshops to educate the public on different types of investments and the different services they offer. The seminars are educational in nature and no specific investment or tax advice is given.

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#### **Client Tailored Services and Client Imposed Restrictions**

The goals and objectives for each client are documented in our client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written client consent.

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#### **Wrap Fee Programs**

Oceanside does not sponsor any wrap fee programs.

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#### **Client Assets under Management**

As of March 24, 2023, Oceanside had approximately \$116,600,000 in client assets under management on a discretionary basis.

### **Item 5: Fees and Compensation**

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#### **Method of Compensation and Fee Schedule**

##### **ASSET MANAGEMENT**

Oceanside offers discretionary asset management services to advisory clients. The fees for these services will be based on a percentage of Assets under Management as follows:

Fee Schedule		
Assets Under Management	Maximum Annual Fee	Maximum Quarterly Fee
Up to \$1,000,000	1.50%	.3750%
\$1,000,001 - \$2,500,000	1.25%	.3125%
\$2,500,001 - \$10,000,000	1.00%	.2500%
Over \$10,000,000	0.60%	.1500%

This is a tiered fee schedule meaning the entire portfolio is charged the same asset management fee. For example, a Client with \$1,500,000 under management would pay an annual fee of \$18,750.  $\$1,500,000 \times 1.25\% = \$18,750$ .

Accounts within the same household may be combined for a reduced fee. Fees are billed quarterly in arrears based on the amount of assets managed as of the close of business on the last business day of each quarter. All fees paid to Oceanside for investment advisory services are separate and distinct from the internal expenses charged by ETFs, mutual funds and closed-end funds.

Quarterly advisory fees deducted from the clients' account by the custodian will be reflected in a provided fee invoice as fees are withdrawn. The fees must be paid within 10 days following the conclusion of the calendar quarter which the account is being billed for. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five business days of signing the Investment Advisory Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. Oceanside will be entitled to a pro rata fee for the days service was

provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees, and client will acknowledge, in writing, any agreement of increase in said fees.

#### ONE TIME FINANCIAL PLANNING AND CONSULTING

Oceanside charges an hourly fee of \$300 per for financial planning. The fees are negotiable. Prior to the planning process the client will be provided an estimated plan fee. The services include, but are not limited to, a thorough review of all applicable topics including Wills, Estate Plan/Trusts, Investments, Taxes, and Insurance. Client will pay the estimated fee upon delivery of the completed plan. Client may cancel within five (5) business days of signing Agreement with no obligation. If the client cancels after five (5) business days, any earned fees will be due to Oceanside based on a pro rata share of work completed.

#### ONGOING FINANCIAL PLANNING (service not available to Illinois Clients)

Ongoing financial planning services are offered based on a negotiable monthly fixed fee ranging between \$30 and \$1,000 per month based on complexity and unique Client needs. Lower fees for comparable services may be available from other sources. Fees are billed monthly in arrears. Client may cancel within five (5) days of signing Agreement with no obligation and without penalty. Clients may terminate advisory services with thirty (30) days written notice.

Clients can choose to pay for ongoing financial planning via the following methods:

- Check – to be remitted by Client to Oceanside
- Credit Card – to be paid by Client to the Oceanside
- Deducted from a non-qualified account managed by Oceanside

#### ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 0.8%. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets) on the last business day of the previous period. If the services to be provided start any time other than the first day of a billing cycle, the fee will be prorated based on the number of days remaining in the period. If this Agreement is terminated prior to the end of the fee period, Oceanside shall be entitled to a prorated fee based on the number of days during the fee period services were provided.

The fee schedule, which includes compensation of Oceanside for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees; however, the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. Oceanside does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, Oceanside will disclose this compensation, the services rendered, and the payer of compensation. Oceanside will offset the compensation against the fees agreed upon under this Agreement.

#### 401K CONSULTING SERVICES

Oceanside offers 401K consulting services to employers for a flat fee of \$1,000. The payment is due upon signing of the contract for this service. Recommendations will be provided within six months of engagement. Client may cancel within five (5) days of

signing Agreement with no obligation and without penalty. Clients may terminate advisory services with thirty (30) days written notice.

Clients can choose to pay the flat fee via the following methods:

- Check – to be remitted by Client to Oceanside
- Credit Card – to be paid by Client to the Oceanside
- ACH – to be remitted by Client to Oceanside

#### SEMINARS AND WORKSHOPS

Oceanside holds seminars and workshops to educate the public on different types of investments and the different services they offer. The seminars are educational in nature and no specific investment or tax advice is given.

Oceanside does not charge a fee for attendance to these seminars.

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#### **Client Payment of Fees**

Investment management fees are billed quarterly, in arrears, meaning that we invoice you after the three (3) month billing period has ended. Payment in full is expected within ten (10) days following the conclusion of the calendar quarter which the account is being billed for. Fees are usually deducted from a designated client account to facilitate billing. The client must consent in advance to direct debiting of their investment account.

Fees for financial plans are due upon plan delivery for one-time planning and monthly in arrears for ongoing planning.

Fees for 401k consulting services will be paid in advance.

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#### **Additional Client Fees Charged**

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include mutual fund transactions fees, postage and handling and miscellaneous fees (fee levied to recover costs associated with fees assessed by self-regulatory organizations). These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

Oceanside, in its sole discretion, may charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

For more details on the brokerage practices, see Item 12 of this brochure.

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#### **Prepayment of Client Fees**

Fees for ERISA 3(38) services may be billed in advance.

401k consulting services will be paid in advance.

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#### **External Compensation for the Sale of Securities to Clients**

Oceanside does not receive any external compensation for the sale of securities to clients, nor do any of the investment advisor representatives of Oceanside.

## **Item 6: Performance-Based Fees and Side-by-Side Management**

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### **Sharing of Capital Gains**

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

Oceanside does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for Oceanside to recommend an investment that may carry a higher degree of risk to the Client.

## **Item 7: Types of Clients**

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### **Description**

Oceanside generally provides investment advice to individuals, pension and profit sharing plans, trusts, estates, or charitable organizations, corporations or business entities.

Client relationships vary in scope and length of service.

### **Account Minimums**

Oceanside requires a minimum of \$500,000 to open an account. In certain instances, the minimum account size may be lowered or waived.

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

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### **Methods of Analysis**

Security analysis methods may include fundamental analysis and cyclical analysis. Investing in securities involves risk of loss that clients should be prepared to bear.

Fundamental analysis involves evaluating a stock using real data such as company revenues, earnings, return on equity, and profit margins to determine underlying value and potential growth. Cyclical analysis involves analyzing the cycles of the market.

When creating a financial plan, Oceanside utilizes fundamental analysis to provide review of insurance policies for economic value and income replacement. The main sources of information include Morningstar, and client documents such as tax returns and insurance policies.

In developing a financial plan for a client, Oceanside's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the client's specific situation.

The main sources of information include annual reports, prospectuses, and filings with the Securities and Exchange Commission.

### **Investment Strategy**

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Investment Policy Statement, Risk Tolerance or similar form that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases, short-term purchases, and trading.

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## Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk. Cyclical analysis involves inflation risk, market risk, currency risk, and reinvestment risk.

Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with Oceanside:

- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Market Risk:* The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Financial Risk:* Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

## Item 9: Disciplinary Information

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### Criminal or Civil Actions

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

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**Administrative Enforcement Proceedings**

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

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**Self-Regulatory Organization Enforcement Proceedings**

The firm 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 Oceanside or the integrity of its management.

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**Item 10: Other Financial Industry Activities and Affiliations**

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**Broker-Dealer or Representative Registration**

Neither Oceanside nor any of its employees are registered representatives of a broker-dealer.

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**Futures or Commodity Registration**

Neither Oceanside nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity-trading advisor.

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**Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Managing Member Johann Kroll has a financial affiliated business as an insurance agent with Oceanside. Approximately 1% of Mr. Kroll's time is spent with insurance products. From time to time, he will offer clients advice or products from this activity.

This practice represents a conflict of interest because it gives Oceanside and Mr. Kroll an incentive to recommend products based on the commission amount received. This conflict is mitigated by the fact that Oceanside and Mr. Kroll have a fiduciary responsibility to place the best interest of the client first and the clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent/agency of their choosing.

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**Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

Oceanside does not recommend or select other investment advisors.

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

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**Code of Ethics Description**

The employees of Oceanside have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of Oceanside employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of Oceanside. The Code reflects Oceanside and its supervised persons' responsibility to act in the best interest of their client.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our clients.

Oceanside's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of Oceanside may recommend any transaction in a security or its derivative to advisory clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

Oceanside's Code is based on the guiding principle that the interests of the client are our top priority. Oceanside's officers, directors, advisors, and other employees have a fiduciary duty to our clients and must diligently perform that duty to maintain the complete trust and confidence of our clients. When a conflict arises, it is our obligation to put the client's interests over the interests of either employees or the company.

The Code applies to "access" persons. "Access" persons are employees who have access to non-public information regarding any clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to clients, or who have access to such recommendations that are non-public.

The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

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**Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

Oceanside and its employees do not recommend to clients securities in which we have a material financial interest.

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**Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

Oceanside and its employees may buy or sell securities that are also held by clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide Oceanside with copies of their brokerage statements.

The Chief Compliance Officer of Oceanside is Johann Kroll. Mr. Kroll will review trades each quarter. This review ensure that his personal trading does not affect the markets and that clients of the firm receive preferential treatment over his transactions.

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**Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

Oceanside does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, employees may buy or sell securities at the same time they buy or sell securities for clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide Oceanside with copies of their brokerage statements.

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**Item 12: Brokerage Practices**

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**Factors Used to Select Broker-Dealers for Client Transactions**

Oceanside may recommend the use of a particular broker-dealer such as TD Ameritrade Institutional is a Division of TD Ameritrade, Inc., Member FINRA/SIPC("TD Ameritrade"),

or Charles Schwab & Co., Inc. (Schwab) unaffiliated SEC-registered broker-dealers and FINRA members or may utilize a broker-dealer of the Client's choosing. Oceanside will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. Oceanside relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by Oceanside.

Oceanside participates in the TD Ameritrade Institutional program. TD Ameritrade is an independent SEC-registered broker-dealer and is not affiliated with Oceanside. TD Ameritrade offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Oceanside receives some benefits from TD Ameritrade through its participation in the program. (Please see the disclosure under Item 14.)

- *Directed Brokerage*

In circumstances where a client directs Oceanside to use a certain broker-dealer, Oceanside still has a fiduciary duty to its clients. The following may apply with Directed Brokerage: Oceanside's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among clients and conflicts of interest arising from brokerage firm referrals.

- *Best Execution*

Investment advisors who manage or supervise client portfolios on a discretionary basis have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

- *Soft Dollar Arrangements*

The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by Oceanside from or through a broker-dealer in exchange for directing client transactions to the broker-dealer. As permitted by Section 28(e) of the Securities Exchange Act of 1934, Oceanside receives economic benefits as a result of commissions generated from securities transactions by the broker-dealer from the accounts of Oceanside. These benefits include both proprietary research from the broker and other research written by third parties.

A conflict of interest exists when Oceanside receives soft dollars. This conflict is mitigated by the fact that Oceanside has a fiduciary responsibility to act in the best interest of its clients and the services received are beneficial to all clients.

Oceanside utilizes the services of custodial broker dealers. Economic benefits are received by Oceanside which would not be received if Oceanside did not give investment advice to Clients. These benefits include: A dedicated trading desk, a



dedicated service group and an account services manager dedicated to Oceanside's accounts, ability to conduct "block" Client trades, electronic download of trades, balances and positions, duplicate and batched Client statements, and the ability to have advisory fees directly deducted from Client accounts.

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**Aggregating Securities Transactions for Client Accounts**

Oceanside is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of Oceanside. All clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis.

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**Item 13: Review of Accounts**

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**Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Investment accounts managed by Oceanside are monitored daily by software programs. Account reviews are performed at least quarterly by Johann Kroll, Chief Compliance Officer. Account reviews are performed more frequently when market conditions dictate.

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**Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of clients' accounts are changes in the tax laws, new investment information, and changes in a client's own situation.

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**Content of Client Provided Reports and Frequency**

Clients receive account statements no less than quarterly for managed accounts. Account statements are issued by the Advisor's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

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**Item 14: Client Referrals and Other Compensation**

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**Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

As disclosed under Item 12 above, Oceanside participates in TD Ameritrade's institutional customer program and Oceanside may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Oceanside's participation in the program and the investment advice it gives to its Clients, although Oceanside receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Oceanside participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research,

technology, and practice management products or services provided to Oceanside by third party vendors.

TD Ameritrade may also have paid for business consulting and professional services received by Oceanside's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Oceanside but may not benefit its Client accounts. These products or services may assist Oceanside in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Oceanside manage and further develop its business enterprise. The benefits received by Oceanside or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to Clients, Oceanside endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by Oceanside or its related persons in and of itself creates a conflict of interest and may indirectly influence the Oceanside's choice of TD Ameritrade for custody and brokerage services.

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**Advisory Firm Payments for Client Referrals**

Oceanside may enter into solicitation agreements pursuant to which it compensates third-party intermediaries for client referrals that result in the provision of investment advisory services by Oceanside. Oceanside will disclose these solicitation arrangements to affected investors. Solicitors introducing clients to Oceanside may receive compensation from Oceanside such as a retainer, a flat fee per referral and/or a percentage of introduced capital. Such compensation will be paid pursuant to a written agreement with the solicitor and generally may be terminated by either party from time to time. The cost of any such fees will be borne entirely by Oceanside and not by any affected client. Oceanside ensures that solicitors are registered with all appropriate jurisdictions or exempt from registration as investment advisers or investment adviser representatives.

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**Item 15: Custody**

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**Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to the performance report statements prepared by Oceanside.

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**Item 16: Investment Discretion**

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**Discretionary Authority for Trading**

Oceanside accepts discretionary authority to manage securities accounts on behalf of clients. Oceanside has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. The client will authorize Oceanside discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

The client approves the custodian to be used and the commission rates paid to the custodian. Oceanside does not receive any portion of the transaction fees or commissions paid by the client to the custodian on certain trades.

## **Item 17: Voting Client Securities**

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### **Proxy Votes**

Oceanside does not vote proxies on securities. Clients are expected to vote their own proxies. The client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, Oceanside will provide recommendations to the client. If a conflict of interest exists, it will be disclosed to the client.

## **Item 18: Financial Information**

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### **Balance Sheet**

A balance sheet is not required to be provided because Oceanside does not serve as a custodian for client funds or securities and Oceanside does not require prepayment of fees of more than \$1,200 per client and six months or more in advance.

### **Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

Oceanside has no condition that is reasonably likely to impair our ability to meet contractual commitments to our clients.

### **Bankruptcy Petitions during the Past Ten Years**

Neither Oceanside nor its management has had any bankruptcy petitions in the last ten years.

**SUPERVISED PERSON BROCHURE**  
FORM ADV PART 2B

**Johann Robert Kroll, CFA, CFP®**



**OCEANSIDE**  
ADVISORS, LLC

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This brochure supplement provides information about Johann Kroll and supplements Oceanside Advisors LLC's brochure. You should have received a copy of that brochure. Please contact Johann Kroll if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Johann Kroll (CRD #6297173) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**MARCH 28, 2023**

## Brochure Supplement (Part 2B of Form ADV)

### Supervised Person Brochure

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#### Principal Executive Officer

**Johann Robert Kroll, CFA, CFP®**

- Year of birth: 1984
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#### Educational Background and Business Experience

Educational Background:

- Ohio State University; BS, Finance; 06/2008

Business Experience:

- Oceanside Advisors LLC; Managing Member/Investment Advisor Representative; 04/2014 - Present
  - Oceanside Advisors LLC; Insurance Agent; 01/2014 – Present
  - Visionary Insurance; Insurance Agent; 09/2012 – 01/2014
  - Gradient Investments; Part-time Consulting; 05/2012 – 09/2012
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#### Professional Certifications

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Employees have earned certifications and credentials that are required to be explained in further detail.

Chartered Financial Analyst (CFA): Chartered Financial Analysts designation is awarded by the CFA Institute. CFA certification requirements:

- Hold a bachelor's degree from an accredited institution or have equivalent educational or work experience.
- Successful completion of all three exam levels of the CFA Program.
- Have 48 months of acceptable professional work experience in the investment decision-making process.
- Fulfill society requirements, which vary by society. Unless you are upgrading from affiliate membership, all societies require two sponsor statements as part of each application; these are submitted online by your sponsors.
- Agree to adhere to and sign the Member's Agreement, a Professional Conduct Statement, and any additional documentation requested by CFA Institute.

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.

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 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, administered in 10 hours over a two-day period, 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 CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

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### **Disciplinary Information**

None to report.

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### **Other Business Activities**

Managing Member Johann Kroll has a financial affiliated business as an insurance agent with Oceanside. Approximately 1% of Mr. Kroll’s time is spent with insurance products. From time to time, he will offer clients advice or products from this activity.

This practice represents a conflict of interest because it gives Mr. Kroll an incentive to recommend products based on the commission amount received. This conflict is mitigated by the fact that Mr. Kroll has a fiduciary responsibility to place the best interest of the client first and the clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent/agency of their choosing.

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**Additional Compensation**

Mr. Kroll receives additional compensation in his capacity as an insurance agent. He does not receive any performance-based fees.

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**Supervision**

Since Mr. Kroll is the majority owner of Oceanside Advisors LLC; he is responsible for all supervision and formulation and monitoring of investment advice offered to clients. He will adhere to the policies and procedures as described in the firm's Compliance Manual.