



**FORM ADV PART 2A**  
**FIRM BROCHURE**  
February 26, 2025

Item 1: Cover Page

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This brochure provides information about the qualifications and business practices of Bloom Financial, 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 303-430-0035. 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 Bloom Financial, LLC (IARD #286324) is available on the SEC's website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

## Item 2: Material Changes

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

This is the initial filing of the Firm Brochure.

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

Clients are also able to download this brochure from the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or may contact our firm at (303) 430-0035 to request a copy at any time.

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## Item 4: Advisory Business

### Description of Advisory Firm

Bloom Financial, LLC (“Bloom”) was founded in October 2009 and registered as an investment advisor in March 2025. Mitchell Bloom (Founder and Chief Compliance Officer) and Amy Bloom (Partner) are principal owners. Bloom currently offers the following investment advisory services, which are personalized to each individual client:

- Portfolio Investment Management
- Selection of Other Advisers

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words “we”, “our” and “us” refer to Bloom Financial, LLC and the words “you”, “your” and “client” refer to you as either a client or prospective client of our firm. The use of these terms is not intended to imply that there is more than one individual associated with this firm.

### Types of Advisory Services

Bloom does not manage investment assets directly and primarily deploys the services of Third-Party Asset Managers (TPM) as described below. The only compensation Bloom receives is from our clients for our services.

Bloom is not affiliated with, nor does Bloom receive any compensation from third party professionals we may recommend. Other professionals (e.g., CPAs, accountants, attorneys, business and real estate broker/agents, trustees, insurance agents, etc.) are engaged directly by the client on separate contract on an as-needed basis.

### Wealth Management

Bloom Financials’ Wealth Management service is focused on helping clients grow, protect, and distribute their wealth. Our practice combines comprehensive financial planning in areas including risk management, investment planning, retirement income planning, life events (marriage, divorce, starting a business, buying a home, sudden wealth, loss of life, etc.), tax planning, legacy and estate planning, along with luxury health & lifestyle concierge consulting and management.

As part of our portfolio management services, we provide Financial Planning Services and access to third-party Advanced Planning Resources for Full Business Lifecycle Support. This includes startup best practices, growth solutions, employee benefits, business valuations and value building, exit planning with CEPA-certified support, and partnership throughout all phases of your business lifecycle.

Our mission at Bloom Financial is clear: to help you develop your personalized Financial Roadmap and articulate and document your most important values and goals. We are committed to the creation and ongoing support of your plans to get your financial life in order and keep it that way. This begins by requiring you to provide all vital financial information for a thorough and effective planning process. As part of your Asset Management Fees, our wealth management services span a wide spectrum of financial planning disciplines including tax analysis and planning, tax loss harvesting, income and cash flow planning, real-time balance sheet analysis, insurance analysis, asset segmentation, and investment planning.

Depending on the complexity of your personal finances, we recommend Financial Roadmap Strategy Review Sessions every four months as part of our ongoing relationship.

### **Portfolio Investment Management**

Bloom Financial may provide clients with a broad range of comprehensive portfolio investment management service options by way of third-party money managers. Our approach to advising client funds is tailored to Clients' needs, goals, investment objectives, risk tolerance, and other relevant information. This enables us to develop strategies that allow our firm to provide continuous and focused investment advice. Account supervision is guided by the client's stated objectives (e.g., maximum capital appreciation, growth, income, or maintaining cash reserves), along with their time horizon, risk tolerance, and tax considerations.

We principally advise our clients by recommending TMPs or other advisors that invest primarily in stocks, bonds, notes, mutual funds, ETFs, alternatives, and cash and cash equivalents. We may also provide advice on investments held in a client's portfolio at the inception of our advisory relationship and/or other types of investments not listed at the client's request. We provide investment management services on a non-discretionary basis. More information about our trading authority can be found in Item 16 of this brochure. When clients enter into a non-discretionary arrangement with our firm, we must obtain the client's approval prior to executing any transactions on behalf of their account.

### **Recommendation of Other Advisers**

Turnkey Asset Management Platform, also known as Third-Party Managers ("TMPs"), are recommended by Bloom to Clients for comprehensive investment management solutions, including research, portfolio construction, and ongoing service and monitoring.

Bloom outsources investment management to TMPs to leverage their expertise in selecting individual securities, constructing portfolios, managing risk, and rebalancing investments. This arrangement allows TMPs to manage complex investment strategies, enabling Bloom to dedicate more time to personalized financial planning and client care services. As a result, less time is spent on day-to-day investing, allowing us to focus more on helping clients achieve their most important financial goals and the life they envision.

Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: available custodians, the TMP's performance, methods of analysis, TMPs fees, your time horizon, financial needs, investment goals, risk tolerance, and investment objectives. We will periodically monitor the TMPs performance to ensure its management and investment style remain aligned with your investment goals and objectives. Engagement with your TPM is done under a separate contract.

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

We tailor the delivery of our services to meet the individual needs of our Clients. We consult with Clients initially and on an ongoing basis, through the duration of their engagement with us, to determine risk tolerance, time horizon and other factors that may impact the Clients' investment and/or planning needs.

Clients are able to specify, within reason, any restrictions they would like to place as it pertains to individual securities and/or sectors that will be traded in their account/advised on or recommended. All such requests must be provided to Bloom in writing.

Bloom will notify Clients if they are unable to accommodate any requests.

### Wrap Fee Programs

We do not participate in wrap fee programs.

### Assets Under Management

As of February 12, 2025, Bloom has \$0 in discretionary and \$0 in non-discretionary assets under management. Bloom does not manage Client’s assets. As this is our initial filing there are no assets under management.

## Item 5: Fees and Compensation

Client may cancel services within five (5) days of signing the advisory agreement for a full refund with no obligation. If client cancels after the five (5) business days.

### Asset Management Fees

Bloom’s fee for portfolio management services is based on a percentage of assets under management (“AUM”) and is negotiable. The annualized fees for investment management services are based on the following fee schedule:

Assets Under Management	Annual Fee
Up to \$2,000,000	1.00%
For the next amount from \$2,000,000.01 to \$5,000,000	0.75%
For the next amount from \$5,000,000.01 to \$10,000,000	0.50%
Over \$10,000,000	0.35

The advisory fee is normally paid quarterly in advance but depending on the TMP, the fee may be charged monthly. The fee is based on the value of Clients’ accounts as of the last day of the previous billing period. If the portfolio management agreement is executed at any time other than the first day of a calendar billing period, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the billing period for which you are a client. Our advisory fee is negotiable. The advisory fee is a blended tier. For example, for assets under management of \$6,000,000, a client would pay 1% on the 1st \$2,000,000, .75% on the next \$3,000,000, and .5% on the next \$1,000,000. For quarterly billing cycles, the fee is determined by the following calculation:  $((\$2,000,000 \times 1\%) + (3,000,000 \times .75\%) + (1,000,000 \times .5\%)) \div 4 = \$11,875$ . For monthly billing cycles, the fee is determined by the following calculation:  $((\$2,000,000 \times 1\%) + (3,000,000 \times .75\%) + (1,000,000 \times .5\%)) \div 12 = \$3,958$ .

In determining the advisory fee, we may allow accounts of members of the same household to be aggregated.

Bloom does not deduct advisory fees directly. Instead, the TMP deducts the advisory fees and relies on the valuation as provided by Client’s custodian in determining assets under management. Our advisory fee is prorated for any partial billing periods occurring during the engagement, including the initial and terminating billing periods. Clients may make additions or withdrawals from their account at any time; however, Bloom reserves the right to adjust our advisory fees on a pro-rata basis on account of any such cash-flow transactions.

Fees are deducted directly from your account through the qualified custodian holding your funds. The fee will only be deducted when the following requirements are met:

1. You provide written authorization permitting the fees to be paid directly from your account held



by the qualified custodian.

2. We send you a fee statement showing the amount of the fee, the value of the assets on which the fee is based, and the specific manner in which the fee was calculated.
3. The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

Accounts initiated or terminated during a calendar quarter will be charged a prorated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 30 calendar days in advance. Upon termination of the account, any unearned fee will be refunded to the client.

The above fee schedule does not include the TMP's fee. The TMP's advisory fees, billing schedule, and payment procedures are set forth in their separate written disclosure documents, advisory agreements, and/or the account opening documents of your account Custodian. At no point will the combined fee charged to the Client exceed 2.25% of assets under management. Fees for similar services may be available through other advisors at lower cost.

### **Recommendation of Other Advisers**

Advisory fees charged by third-party asset managers (TMPs) are separate and apart from Bloom's advisory fees. Advisory fees that you pay to the TMPs are established and payable in accordance with the disclosure brochure provided by each TMP to whom you are referred. These fees may or may not be negotiable. You should review the recommended TMP's disclosure brochure and take into consideration the TMP's fees along with our fees to determine the total amount of fees associated with this program.

You will be required to sign an agreement directly with the recommended TMP(s). You may terminate your advisory relationship with the TMP according to the terms of your agreement with the TMP. You should review each TMP's disclosure brochure for specific information on how you may terminate your advisory relationship with the TMP and how you may receive a refund, if applicable.

### **Fee Payment**

For Investment Management services, Bloom's advisory fee is deducted from one or more account(s) held at an unaffiliated third-party custodian, as directed by the Client. Please refer to Item 15 of this Brochure regarding our policy on direct fee deduction. The TMP will debit the Client's account for both the TMP's fee, and Bloom's advisory fee.

### **Other Types of Fees and Expenses**

When implementing an investment recommendation, 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 transfer, and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual fund 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.

Clients may incur fees from third-party professionals such as accountants and attorneys that Bloom may recommend, upon Client request. Such fees are separate and distinct from Bloom's advisory fees.

### **Terminations and Refunds**

For Investment Management services, the Advisory Contract may be terminated with written notice at least 30 calendar days in advance. Upon termination of the Advisory Contract, a prorated refund will be provided to the Client.

## **Sale of Securities or Other Investment Products**

Advisor and its supervised persons 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. Please note, unless a Client has received this brochure at least 48 hours prior to signing an Advisory Contract, the Advisory Contract may be terminated by the Client within five (5) business days of signing the Advisory Contract without penalty or fee.

## **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, trusts, and business entities.

In general, we require a minimum of \$1,200,000 to open and maintain an investment management advisory account. Third party managers that are recommended by Bloom, may have varying levels of asset minimums that may not be negotiable. Refer to their brochures and ADV Part 2 for more information. At our discretion, the minimum is negotiable, and we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

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

Below is a brief description of our methods of analysis and primary investment strategies.

### **Methods of Analysis**

#### **Third-party Managers**

Bloom recommends particular TMPs, and their sub-portfolios based on a client's unique financial situation, time horizon, risk tolerance, investment objective, and short term, midterm, and long-term goals. You can find more information regarding recommended TMPs by reading their Form ADV Part 2 firm brochure.

#### **Investment Strategies**

Our approach to recommending third-party managers involves analysis of the investment strategies listed below. This evaluation includes a manager's experience, expertise, investment philosophies, and past performance. We review whether the outside managers have consistently demonstrated the ability to invest successfully in various economic conditions and throughout different time periods.

When recommending a TMP that is appropriate for at least some of our clients, we focus on aligning the TMPs capabilities with our clients' specific suitability profiles. Ultimately, the third-party managers we recommend often employ the investment strategies listed below, which encompass both passive and active asset allocation methods.

#### **Asset Allocation**



In implementing our Clients' investment strategy, we begin by attempting to identify an appropriate ratio of equities, fixed income, and cash (i.e. "asset allocation") suitable to the Client's investment goals and risk tolerance.

A risk of asset allocation is that the Client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of equities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the Client's goals. We attempt to closely monitor our asset allocation models and make changes periodically to keep in line with the target risk tolerance model.

### **Passive Investment Management**

Passive investing involves building portfolios that are composed of various distinct asset classes. The asset classes are weighted in a manner to achieve the desired relationship between correlation, risk, and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. The funds that are used to build passive portfolios are typically index mutual funds or exchange-traded funds.

Passive investment management is characterized by low portfolio expenses (i.e. the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal).

In contrast, active management involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark.

### **Passive and Active Investment Management**

We may choose investment vehicles that are considered passive, active, or a combination of both styles.

Passive investing involves building portfolios that are composed of various distinct asset classes. The asset classes are weighted in a manner to achieve a desired relationship between correlation, risk and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio.

Active investing involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark. Actively managed funds are also designed to reduce volatility and risk. We may engage in both passive and active investing in Client's portfolio. However, we strive to construct portfolios of funds and individual securities that we believe will have the greatest probability for achieving our Clients' personal financial goals with the least amount of volatility and risk rather than attempt to outperform an arbitrary index or benchmark.

Specific investment selections are based on a number of factors that we evaluate in order to select, what we believe to be, the highest quality funds or individual securities for our Clients. These factors include but are not limited to underlying holdings of funds, percentage weighting of holdings within funds, liquidity, tax efficiency, bid/ask spreads, and other smart/strategic beta factors. These factors may or may not result in the lowest cost ETFs and mutual funds available when utilizing funds in a Client's portfolio, but we strive to keep internal fund expenses as low as possible.

### **Material Risks Involved**

Bloom does not provide investment management; however, investment recommendations may be made as part of the financial planning services. **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.

**Third-Party Asset Manager Risk:** A key risk of investing with a TMP that has been successful in the past is that they may not be able to replicate that success in the future. Additionally, we do not have direct control over the underlying investments within a TMP's portfolio. There is also a risk that a TMP may deviate from its stated investment mandate or strategy, potentially making it a less suitable investment for our Clients.

Furthermore, since we do not oversee the TMP's daily business and compliance operations, we may not always be aware of internal control deficiencies that could lead to business, regulatory, or reputational risks.

Our analysis of TMPs involves evaluating their experience, proficiency, investment philosophies, and past performance to assess their consistent ability to invest effectively over time and across various economic conditions. As part of our periodic risk assessment, we monitor the TMPs underlying holdings, investment strategies, concentrations, and use of leverage

**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.

**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.

**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.

**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.

**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 (premium) or below (discount) their net asset value and an ETF purchased at a premium may ultimately be sold at a

discount; (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are delisted 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).

**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.

**Corporate Bonds** are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on factors such as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.

**Bank Obligations** including bonds, and notes may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.

**Third-Party Asset Manager Risk:** A key risk of investing with a TMP that has been successful in the past is that they may not be able to replicate that success in the future. Additionally, we do not have direct control over the underlying investments within a TMP's portfolio. There is also a risk that a TMP may deviate from its stated investment mandate or strategy, potentially making it a less suitable investment for our Clients. Furthermore, since we do not oversee the TMP's daily business and compliance operations, we may not always be aware of internal control deficiencies that could lead to business, regulatory, or reputational risks.

Our analysis of TMPs involves evaluating their experience, proficiency, investment philosophies, and past performance to assess their consistent ability to invest effectively over time and across various economic conditions. As part of our periodic risk assessment, we monitor the TMPs underlying holdings, investment strategies, concentrations, and use of leverage

## Item 9: Disciplinary Information

### Criminal or Civil Actions

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

### Administrative Enforcement Proceedings

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

### Self-Regulatory Organization Enforcement Proceedings

In February of 2019, Mitchell Bloom, without admitting or denying the findings, entered into a Consent Order with The Financial Industry Regulatory Authority (FINRA). The Order permanently barred Mr. Bloom

from association with any FINRA member firm in any capacity. Based on the suspension from FINRA, the State of California Department of Insurance suspended Mr. Bloom's insurance license for 30 days, beginning January 13, 2020.

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

### **Broker-Dealer Affiliation**

Neither Bloom or its management persons is registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

### **Other Affiliations**

Neither Bloom or its management persons is registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities.

### **Related Persons**

Neither Bloom or its management persons have any relationship or arrangement with any related parties. Bloom advisors are currently licensed insurance agents, however do not sell any commission insurance products to clients or prospective clients.

### **Recommendations or Selections of Other Investment Advisers**

Bloom has relationships with various third-party asset managers to whom we refer clients for asset management services. These relationships may create an incentive to recommend one manager over another which creates a conflict of interest. We may recommend a manager who charges higher fees if we believe their approach aligns more closely with your financial goals, despite the potential for a perceived conflict of interest due to the impact of higher fees. Our recommendations are always made with the client's best interests in mind, and we mitigate conflicts of interest by only recommending managers we believe to be in the best interest of our clients.

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

As a fiduciary, our firm has a duty of utmost good faith to act solely in the best interests of each Client. Our Clients entrust us with their funds and personal information, 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 adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc. and 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.

Additionally, Bloom requires adherence to its Insider Trading Policy, and the CFA Institute's Asset Manager Code of Professional Conduct and Code of Ethics and Standards of Professional Conduct.

### **Code of Ethics Description**

This Code of Ethics does not attempt to identify all possible conflicts of interest, and compliance with each of its specific provisions will not shield our firm or its access persons from liability for misconduct that violates a fiduciary duty to our Clients. A summary of the Code of Ethics' Principles is outlined below.

- ❖ Integrity - Access persons shall offer and provide professional services with integrity.
- ❖ Objectivity - Access persons shall be objective in providing professional services to Clients.

- ❖ Competence - Access 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 - Access 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 - Access 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 - Access persons conduct in all matters shall reflect the credit of the profession.
- ❖ Diligence - Access 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**

Neither our firm, its access persons, or any related person is authorized to recommend to a Client or effect a transaction for a Client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, principal transaction, among others. The firm and its access persons are prohibited from front running or otherwise engaging in trading activities that would disadvantage the trading of clients accounts.

## **Item 12: Brokerage Practices**

### **Factors Used to Select Custodians**

Bloom does not have any affiliation with any custodian we recommend. Specific custodian recommendations are made to the Client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

In recommending custodians, we have an obligation to seek the “best execution” of transactions in Client accounts. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the custodian’s services. The factors we consider when evaluating a custodian for best execution include, without limitation, the custodian’s:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody);
- Capability to execute, clear, and settle trades (buy and sell securities for your account);
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.);
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds (ETFs), etc.);
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services;
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices;
- Reputation, financial strength, security and stability;
- Prior service to us and our clients.

Recommended custodians are independent and unaffiliated SEC registered broker-dealer firm and

member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”).

### **Research and Other Soft-Dollar Benefits**

We do not have any formal soft-dollar arrangements with custodians whereby soft-dollar credits, used to purchase products and services, are earned directly in proportion to the amount of commissions paid by a Client. However, as a result of being on their institutional platform, custodians may provide us with certain services that may benefit us.

**Schwab Advisor Services™** is Schwab’s business serving independent investment advisory firms like us. They provide our Clients and us with access to their institutional brokerage services (trading, custody, reporting and related services), many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our Clients’ accounts, while others help us manage and grow our business. Schwab’s support services are generally available on an unsolicited basis (we don’t have to request them) and at no charge to us. The benefits received by Advisor or its personnel do not depend on the number of brokerage transactions directed to Schwab. As part of its fiduciary duties to Clients, Advisor at all times must put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor’s choice of Schwab for custody and brokerage services. This conflict of interest is mitigated as Advisor regularly reviews the factors used to select custodians to ensure our recommendation is appropriate. Following is a more detailed description of Schwab’s support services:

1. **Services that benefit you.** Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our Clients. Schwab’s services described in this paragraph generally benefit you and your account.
2. **Services that may not directly benefit you.** Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our Clients’ accounts. They include investment research, both Schwab’s own and that of third parties. We may use this research to service all or a substantial number of our Clients’ accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:
  - provide access to Client account data (such as duplicate trade confirmations and account statements)
  - facilitate trade execution and allocate aggregated trade orders for multiple Client accounts
  - provide pricing and other market data
  - facilitate payment of our fees from our Clients’ accounts
  - assist with back-office functions, recordkeeping, and Client reporting
3. **Services that generally benefit only us.** Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:
  - Educational conferences and events
  - Consulting on technology, compliance, legal, and business needs
  - Publications and conferences on practice management and business succession
4. **Your brokerage and custody costs.** For our Clients’ accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging

you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees.

### **Brokerage for Client Referrals**

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

### **Clients Directing Which Broker/Dealer/Custodian to Use**

We do not permit Clients to direct brokerage (direct us to a broker-dealer of your choosing).

### **Aggregating (Block) Trading for Multiple Client Accounts**

TMPs used by Bloom may block Client trades at their discretion. Their specific practices are further discussed in their ADV Part 2A, Item 12.

## **Item 13: Review of Accounts**

### **Periodic Reviews**

We review accounts on at least a quarterly basis for our clients. We invite our clients to meet with us no less frequently than annually. The nature of these reviews is to learn whether clients' accounts are in line with their investment objectives, appropriately positioned based on market conditions, to make sure their investments are suitable.

We may review client accounts more frequently than described above. Among the factors which may trigger an off-cycle review or major market or economic events, the client's life events, requests by the client, etc.

Financial Planning clients do not receive reviews of their written plans unless they take action to schedule a financial consultation with us. We do not provide ongoing services to financial planning clients, but are willing to meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc. Financial Planning clients do not receive written or verbal updated reports regarding their financial plans unless they separately contract with us for a post-financial plan meeting or update to their initial written financial plan.

### **Triggers of Reviews**

Events that may trigger a special review would be unusual performance, addition or deletions of Client-imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per Client's needs.

### **Review Reports**

Clients will receive trade confirmations from the custodian(s) 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.

Bloom will provide written performance and/or holdings reports to Investment Management Clients on a quarterly basis. We urge Clients to compare these reports against the account statements they receive from their custodian.

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

### **Compensation Received by Bloom Financial, LLC**



Bloom is a fee-only firm that is compensated solely by its Clients. Bloom does not receive commissions or other sales-related compensation. Except as mentioned in Item 12 above, we do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our Clients.

### **Client Referrals from Solicitors**

Bloom does not, directly or indirectly, compensate any person who is not advisory personnel for Client referrals.

## **Item 15: Custody**

Bloom does not accept or maintain physical custody of any client funds or securities. However, Bloom is deemed to have constructive custody when it is authorized to directly deduct advisory fees from a client's custodial account as further detailed in item 5 above. All Client assets are held at a qualified custodian.

We urge you to carefully review custodial statements and compare them to the account invoices or reports that we may provide to you and notify us of any discrepancies. Clients are responsible for verifying the accuracy of these fees as listed on the custodian's brokerage statement as the custodian does not assume this responsibility. Our invoices or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Bloom can establish a Standing Letter of Authorization or other similar asset transfer authorization arrangements ("SLOA") with qualified custodians in order for us to disburse funds to accounts as specifically designated by the Client.

With a SLOA a Client can typically authorize first-party and/or third-party transfers. If transfers are third-party, Bloom complies with each of the requirements and conditions enumerated below:

1. The Client provides an instruction to the qualified custodian, in writing, that includes the Client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
2. The Client authorizes Bloom, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The Client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the Client's authorization and provides a transfer of funds notice to the Client promptly after each transfer.
4. The Client has the ability to terminate or change the instruction to the Client's qualified custodian.
5. Bloom has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the Client's instruction.
6. Bloom maintains records showing that the third party is not a related party of Bloom or located at the same address as Bloom.
7. The Client's qualified custodian sends the Client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

## **Item 16: Investment Discretion**

Generally, Bloom does not enter any transactions on behalf of clients. While we do not manage Client portfolios on an ongoing basis, Bloom may from time to time, as a courtesy to the client, exercise trades on a non-discretionary basis.

For those Client accounts where we provide Investment Management Services, Bloom has non-discretionary authority, meaning we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis. Our trading authority is outlined in the Advisory Contract you enter with our firm.

## Item 17: Voting Client Securities

We do not vote Client proxies. Therefore, Clients maintain exclusive responsibility for: (1) voting proxies, and (2) acting on corporate actions pertaining to the Client's investment assets. The Client shall instruct their qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets. If the Client would like our opinion on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

In most cases, you will receive proxy materials directly from the account custodian. However, if we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward you any electronic solicitation to vote proxies.

## Item 18: Financial Information

We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to our Clients, nor have we been the subject of any bankruptcy proceeding. We do not have custody of Client funds or securities, except as disclosed in Item 15 above, or require or solicit prepayment of more than \$500 in fees six months or more in advance.

## Item 19: Requirements for State-Registered Advisers

**Principal Officers** - Mitchell Bloom and Amy Bloom serve as Bloom's principals. Information about Mitchell and Amy's education, business background, and outside business activities can be found on their ADV Part 2B, Brochure Supplements attached to this Brochure.

**Outside Business**- All outside business information, if applicable, of Bloom is disclosed in Item 10 of this Brochure.

**Performance-Based Fees** - Neither Mitchell Bloom or Amy Bloom is compensated by performance-based fees. Please refer to Item 6 of this brochure.

**Material Disciplinary Disclosures** - No management person at Bloom 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** - Neither Mitchell Bloom or Amy Bloom have any relationship or arrangement with issuers of securities.

# SUPERVISED PERSON BROCHURE

FORM ADV PART 2B

dream 🌸 aspire 🌸 thrive



Mitchell L. Bloom

Bloom Financial, LLC

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This brochure supplement provides information about Mitchell Bloom supplements the Bloom Financial, LLC's brochure. You should have received a copy of that brochure. Please contact Mitchell Bloom if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Mitchell Bloom (CRD #1682361) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**JANUARY 31, 2025**

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

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### Mitchell Bloom

- Year of Birth: 1959

### Business Experience:

- Bloom Financial, LLC; Chief Compliance Officer/Investment Advisor Representative; 2/2025 - Present
- FourStar Wealth Advisors/Investment Advisor Representative 08/2024-02/2025
- Bloom Financial, LLC; Chief Compliance Officer/Investment Advisor Representative; 11/2017 –1/2024
- Bloom Life, LLC; Owner/Insurance Agent; 08/1991 – 09/2024
- Alterna Card Services; Co-Founder; 08/2005 – 11/2017
- Cetera Advisors Network LLC; Registered Representative/Investment Advisor Representative; 02/2011 – 11/2017
- QA3 Financial Corp.; Registered Representative; 11/2009 – 02/2011
- QA3 Financial LLC; Investment Advisor Representative; 11/2009 – 02/2011
- Multi-Financial Securities Corporation; Investment Advisor Representative; 01/1999 – 11/2009
- Multi-Financial Securities Corporation; Registered Representative; 10/1996 – 11/2009

### Educational Background:

- Culinary Institute of America, New York; 1985
- Los Angeles Valley College; 1979

### Item 3: Disciplinary Information

*Criminal or Civil Action:* None to report.

*Administrative Proceeding:* None to report.

*Self-Regulatory Proceeding:* In February of 2019, Mitchell Bloom, without admitting or denying the findings, entered into a Consent Order with The Financial Industry Regulatory Authority (FINRA). The Order permanently barred Mr. Bloom from association with any FINRA member firm in any capacity. The disbarment was effective immediately.

Based on the above suspension from FINRA, the State of California Department of Insurance suspended Mr. Bloom's insurance license for 30 days, beginning January 13, 2020, and ending at midnight, February 12, 2020.

### Item 4: Other Business Activities

Mitchell Bloom is not involved with outside business activities.

### Item 5: Additional Compensation

Mitchell Bloom does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through Bloom Financial, LLC.

### Item 6: Supervision

Mitchell Bloom as Chief Compliance Officer of Bloom Financial, LLC, supervises the advisory activities of our firm. Mitchell Bloom is bound by and will adhere to the firm's policies and procedures and Code of Ethics. Clients may contact Mitchell Bloom at the phone number on this brochure supplement.

### Item 7: Requirements for State Registered Advisers

Mitchell Bloom has NOT been involved in any arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.

# SUPERVISED PERSON BROCHURE

FORM ADV PART 2B – BROCHURE SUPPLEMENT

dream 🌸 aspire 🌸 thrive



Amy L. Bloom

Bloom Financial, LLC

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Broomfield, CO 80021

Tel: 303-430-0035  
Fax: 303-430-0036

[amy@bloomfinancial.com](mailto:amy@bloomfinancial.com)  
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This brochure supplement provides information about Amy Bloom supplements the Bloom Financial, LLC's brochure. You should have received a copy of that brochure. Please contact Mitchell Bloom if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Amy Bloom (CRD #5894672) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**JANUARY 31, 2025**

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

### **Supervised Person Brochure**

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#### **Amy Bloom**

- Year of Birth: 1972

#### **Business Experience:**

- Bloom Financial, LLC; Investment Advisor Representative; 02/2025 – Present
- FourStar Wealth Advisors/Investment Advisor Representative 08/2024-02/2025
- Bloom Financial, LLC; Investment Advisor Representative; 05/2018 – 01/2024
- Bloom Financial, LLC; Secretary/Client Service Manager; 08/1996 – 01/2024
- Bloom Life, LLC; Owner/Insurance Agent; 08/2009 – 09/2024

#### **Educational Background:**

- University of Colorado, Boulder; Bachelor of Arts; 1993-1996
- Colorado State University, Fort Collins; 1990-1991

#### **Item 3: Disciplinary Information**

Amy Bloom has never 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**

Amy Bloom is not involved with outside business activities.

#### **Item 5: Additional Compensation**

Amy Bloom does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through Bloom Financial, LLC.

#### **Item 6: Supervision**

Mitchell Bloom as Chief Compliance Officer of Bloom Financial, LLC, supervises the advisory activities of our firm. Amy Bloom is bound by and will adhere to the firm's policies and procedures and Code of Ethics. Clients may contact Mitchell Bloom at the phone number on this brochure supplement.

#### **Item 7: Requirements for State Registered Advisers**

Amy Bloom has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.