

*Item 1 - Cover Page*

**JOHN F. SUBY WEALTH MANAGEMENT, LLC  
FORM ADV – PART 2A BROCHURE**

March 12, 2020

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**This brochure provides information about the qualifications and business practices of John F. Suby Wealth Management, LLC (“Wealth Management”). If you have any questions about the contents of this brochure, please contact us at (608) 273-3100. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**Wealth Management is a registered investment adviser. Registration as an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information from which you can determine whether to hire or retain an Adviser.**

**Additional information about Wealth Management (CRD No. 150824) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

***Item 2 - Material Changes To This Brochure Since Its Last Annual Update***

This Brochure dated March 12, 2020, represents the annual amendment of the Form ADV Part 2 Brochure for John F. Suby Wealth Management, LLC (Wealth Management).

Since the firm's last annual update Brochure dated March 11, 2019, we have made various minor updates to the Brochure, but no material changes were made.

Pursuant to SEC Rules, we will deliver to you a summary of any material changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We may further provide other ongoing disclosure information about material changes as necessary. All such information will be provided to you free of charge.

Currently, our Brochure may be requested by contacting us at (608) 273-3100.

Additional information about Wealth Management is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Wealth Management who are registered as investment adviser representatives of Wealth Management.

**Item 3**

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#### ***Item 4 - Advisory Business***

John F. Suby Wealth Management, LLC (“Wealth Management”) is an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”). Wealth Management provides Discretionary Asset Management Services and Consulting Services to a wide variety of clients. Wealth Management became registered as an investment adviser in August 2009. Wealth Management is wholly owned by John F. Suby & Associates, S.C. which is owned by several shareholders, none which own more than 25% individually. Wealth Management does not control any other firm nor is engaged in any other business.

Wealth Management's advisory services are described in detail below.

##### Asset Management Services

Wealth Management provides individualized investment management services which involve ongoing supervision of client investment accounts. In establishing an Asset Management Account, Wealth Management's Investment Adviser Representative (“IAR”) gathers information from each new client to assess the investment objectives and risk tolerance of the client. Once the investment objectives and risk tolerance have been assessed, Wealth Management will provide the client with investment advice, which includes an analysis of current investments along with a) recommendations of other appropriate investments, or b) a recommendation to use the services of a sub-adviser or third-party manager. Clients should be aware that in most cases Wealth Management will delegate ongoing management services to a sub-adviser or third-party manager, and thus will not actively manage the account itself.

Asset Management services are provided by Wealth Management on a discretionary basis as authorized by the client through the execution of the Investment Management Agreement. With discretionary services, Wealth Management and its IARs may buy, sell or exchange securities, and or hire and terminate sub-advisers or third-party investment managers, without obtaining specific consent from the client prior to doing so. Sub-advisers and third-party managers to whom authority has been delegated will also have discretionary authority to buy and sell securities without client consent. Wealth Management will typically only delegate to a) Greenrock Research, Inc. (“Greenrock”), a sub-adviser, or b) Provident Trust Company (“Provident”), a third party manager.

For Wealth Management, its sub-advisers, and its third-party managers to make appropriate investment decisions, it is important that the client provide accurate and complete responses to the questions asked by the IARs, as well as inform the IARs of changes to the client's investment objectives, personal circumstances and other factors that may impact management decisions for the account. IARs of Wealth Management generally will, on at least an annual basis, contact each client to assess whether there have been objective changes or new restrictions on the management of the Asset Management portfolio. However, it remains the responsibility of each client to inform Wealth Management of any material change. Wealth Management does not guarantee the results of investment management advice it gives or the advice given and actions taken by sub-advisers or third-party portfolio managers. Thus, losses can occur by using Wealth Management's services.

Investment options for Management accounts include common and preferred stocks, bonds, municipal securities, government securities, exchange listed limited partnerships, mutual funds, exchange traded funds, unit investment trusts, and other investment options.

As part of the Asset Management program, Wealth Management will arrange for execution of trades, custody of assets, and performance reporting.

Clients may choose to have an advisory affiliate, John F. Suby & Associates, S.C. an accounting firm, provide accounting services to the client as part of their Asset Management agreement with Wealth Management. This is determined at the time of contract execution and a description of the fees can be found in Item 5 below.

As of December 31, 2019, Wealth Management managed approximately \$1,292,713,303 in assets, \$1,290,433,616 of which was managed on a discretionary basis, and \$2,279,687 of which was managed on a non-discretionary basis.

#### Investment Consulting Services

Wealth Management also provides Investment Consulting Services on an hourly or flat fee basis to those clients seeking financial advice involving particular investment or financial situations. These services are designed to meet the client's specific financial objectives and needs. The counseling services generally result in a financial plan, but could also involve more general consulting. Services may relate to areas such as retirement planning, estate planning, college planning, cash flow analysis, or analysis with regard to investment of lump sum distributions from employer pension and profit sharing plans.

In preparing a financial plan for a client, information is gathered relevant to the particular service through personal interviews conducted by the IAR and through documents and other information supplied by the client. Service may include an analysis of the client's information such as their current assets and investments, liabilities, short and long-term capital and liquidity needs, risk tolerance and short and long-term financial goals and objectives.

Should a client choose to implement the recommendations contained in the financial plan, Wealth Management suggests that the client work closely with his or her attorney, accountant, insurance agent and/or securities broker. Although Wealth Management IARs generally make recommendations with respect to products or services offered by Wealth Management and its affiliates, the decision to implement any such recommendation rests exclusively with the client, and the client has no obligation to implement any such recommendation.

#### Retirement Plan Services

Wealth Management also provides discretionary management, non-discretionary management, and advisory/consulting services for retirement plans. Specific services are designed to meet the client's specific retirement plan objectives and needs. Depending on the engagement, the services may involve recommendations regarding the plan which the plan sponsor may choose to accept or decline, or may involve investment decision making by Wealth Management. Depending on the nature of the engagement, i.e. advisory or discretionary decision making, Wealth Management may be acting in a 3(21) or 3(38) ERISA fiduciary capacity.

In providing retirement plan services, information is gathered relevant to the particular plan service through personal interviews conducted by the IAR and through documents and other information supplied by the client. Service may include an analysis of the plan's information such as their current assets and investments, liabilities, short and long-term capital and liquidity needs, risk tolerance and short and long-term financial goals and objectives.

## ***Item 5 - Fees and Compensation***

Fees paid to Wealth Management are for Wealth Management advisory services and, when contractually included, for accounting services which may be provided by Wealth Management's affiliate, or for advisory services provided by sub-advisers. The fees do not include, for example, the fees charged by third party managers nor by other third parties, such as non-affiliated accountants and attorneys, assisting with providing the client with accounting and legal advice. The fees also do not include administrative and account maintenance fees charged by account custodians.

Prospective clients should be aware that in addition to Wealth Management's management fees, each mutual fund in which a client's assets are invested also pays its own advisory fees and other internal expenses, the deduction of which is reflected in the fund's reported performance. Depending on the fund, a client may be able to invest directly in the shares issued by the fund with or without incurring any sales or third-party management fees.

### **Asset Management Service Fees**

Fees for Asset Management Services are negotiable, may vary from client to client, and are calculated as a percentage of the total value of investments under Wealth Management's management at rates equal to or less than the rates set forth in the Fee Schedule below. The fee charged by Wealth Management is separate from transaction, commission, administrative, servicing fees and other servicing fees which may be charged by the account's custodian, and management fees which may be charged by third party managers.

<b>Assets Under Management</b>	<b>Annual Fee (Paid Quarterly)</b>
\$0 to \$1,000,000	1.00%
\$1,000,001 to \$2,000,000	0.80%
\$2,000,001 to \$3,000,000	0.60%
\$3,000,001 to \$5,000,000	0.50%
\$5,000,001 to \$10,000,000	0.40%
Over \$10,000,000	0.30%

For services provided under Wealth Management's program, clients are charged a fee calculated by applying the contracted annual fee percentage to the account's total value each quarter, which shall be equal to or less than the rates listed above. The market value, which may be determined on an account by account basis or household on an aggregated basis (including interest paid or accrued), is calculated as of the last business day of the applicable calendar quarter. The account custodian will determine fair market value for fee calculation purposes but will not be responsible for verifying the accuracy of any fee calculation.

For clients having their accounts managed by Provident Trust Company, a third party manager, using separately managed accounts, the Wealth Management fee will be calculated and debited from the client's account quarterly in arrears and the Provident fee will be debited from the client's account monthly in arrears. No fee adjustments are made for assets deposited or withdrawn during the quarter. If the account is established any day other than the first day of a calendar quarter, the fee due for the first billing period is paid on a prorated basis based on the number of days services were provided.

For clients having their accounts managed by Provident Trust Company using mutual funds managed by Provident Trust Company, client will not be required to pay a management fee directly to Provident Trust

Company, but instead Provident Trust Company will receive a management fee from the Provident Trust Company managed mutual fund.

For clients having their accounts managed by Greenrock, a sub-adviser, the Wealth Management fee, which will include compensation paid to Greenrock, will be debited from the client's account quarterly in advance. No fee adjustments are made for assets deposited or withdrawn during the quarter. If the account is established any day other than the first day of a calendar quarter, the fee due for the first billing period is paid on a prorated basis based on the days left in the quarter with the beginning balance used for fee calculation purposes.

Clients may terminate the agreement at any time in its entirety by giving Wealth Management written notice of termination. Wealth Management may also terminate by notice to the client. The client is responsible for paying all fees earned by Wealth Management to date of termination, and any unearned prepaid fees will be prorated and returned to the client upon termination.

Wealth Management's fees may be more or less than those charged by Wealth Management to another client for similar services and other advisers for similar services.

For those clients choosing to receive affiliate services, such as accounting and/or trustee services, Wealth Management will pay its affiliate for those services which have been included in the Management Agreement. Fees for services provided by the affiliate that are not included in the Management Agreement are the responsibility of the client.

#### Investment Consulting Service Fees

Wealth Management may charge fees for Investment Consulting Services based either on an hourly or on a flat fee basis, as explained below.

Hourly Fees. Wealth Management's hourly fee varies from \$100 to \$500 per hour and depends upon the nature and scope of the advice requested by the client, the amount and nature of the research required to complete the project, and the nature and number of reports required by the client. The hourly fee will be calculated based upon each professional staff member's time spent on a project. Prior to engagement, each client signs an agreement which provides an estimate of the total fee for services. One-half of the estimated fee is due upon contract signing. The balance is due after services have been provided.

Flat Fees. Wealth Management's flat fee is quoted in advance and usually ranges from \$500 to \$25,000 depending upon the nature and scope of the advice requested by the client, the nature and number of investments in a client's portfolio, amount and nature of research required to complete the project and scope and number of reports requested by a client. Flat fees are negotiated based on the nature of the work, not by the type of client. Prior to engagement, each client signs an Agreement which provides a proposal of the total fee for services. One-half of the total fee is due upon signing of the advisory agreement with the balance due after services have been provided.

The agreement between Wealth Management and a client for Investment Consulting may be terminated by either party providing 10 days advance written notice to the other. Any fee due, but not yet paid by a client, is due promptly after termination of the Agreement. Any unearned portion of a prepaid fee is prorated and returned to the client.

### Retirement Plan Service Fees

Fees charged for retirement plan services may be charged in advance or in arrears depending on the service provided. Fees may be fixed or asset based (not to exceed 1.00% annually), and are negotiable depending on the complexity of the service. Fee levels (whether fixed or asset based) are primarily based on actual services to be provided.

Fees may be deducted directly from client accounts on a quarterly or monthly basis, or clients may elect to alternatively pay fees by check or wire transfer.

Services may be terminated at any time by either party with 30 days written notice to the other party, and fees will be prorated accordingly. Any payments made in advance will be prorated and refunded to the client.

All retirement plan fees paid to Wealth Management are separate and unrelated to any fees or expenses assessed by any broker, custodian, or other outside party.

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

Wealth Management does not charge any performance-based fees. All fees are disclosed above.

### ***Item 7 - Types of Clients/Minimum Account Size***

Wealth Management makes services available to a wide variety of clients including, but not limited to, individuals, banks or thrift institutions, investment companies, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities.

Wealth Management does not require a minimum account size or minimum fee to receive its advisory services.

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

Wealth Management's primary investment strategy is to match efficient, diversified portfolios with its client's investment needs and tolerance for risk.

To implement this strategy, we typically delegate investment management responsibility to various sub-advisers and third party managers who will employ their own strategies and methods of analysis when implementing their respective investment strategies. These managers generally use long term strategic approaches to investing, but may use some shorter term tactical techniques from time to time. While individual stocks, mutual funds and exchange traded funds are the primary investment vehicles used in client accounts, various other investment vehicles may be used including alternative investments and private placements.

The selected sub-advisers and third-party investment advisers will provide portfolio analysis, asset allocation modeling and analysis, trade execution, general back office administration and performance



monitoring as required. Investing in securities involves risk of loss that clients should be prepared to bear. These risks include market risk, interest rate risk, currency risk, and political risk, among others. Certain securities, such as alternative investments and private placements, may be less liquid and may involve additional risk. Certain trading strategies can affect investment performance through increased brokerage fees and other transactions. Because of the risks that exist, each client's propensity for risk is thoroughly evaluated, documented, and considered throughout the portfolio implementation process.

For retirement plan engagements, the objective is to assist the Plan Sponsor in implementing a Plan that meets the objectives as described in the Plan's governing documents in an efficient and cost-effective manner. Implementation of the strategy varies depending on the scope of the engagement.

No investment strategy can assure a profit or avoid a loss.

### ***Item 9 - Disciplinary Information***

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the evaluation of the firm or the integrity of its management. Wealth management is currently not subject to, nor has ever been subject to, any legal or disciplinary events.

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

Wealth Management is a single member limited liability company owned by John F. Suby & Associates, S.C. a full-service accounting firm offering auditing, accounting and tax services. Both firms' expect that they will refer clients to each other for no fee if either believes the other will benefit their clients.

Wealth Management clients may also receive accounting services from John F. Suby & Associates as part of their engagement with Wealth Management. For those clients receiving accounting services, the fee for such services may be included under the fee being paid to Wealth Management under the client's Management Agreement, or the fees may be separate, depending on the contractual arrangement.

Clients are advised that the relationship between Wealth Management and its affiliate may give each an incentive to recommend or use the other should additional services be needed by a client, which may be a potential conflict of interest since the affiliated party may be compensated. However, our clients are under no obligation to purchase services from any particular entity, and we fully disclose the relationship between the two firms. We believe that our recommendations are always in the best interests of our clients, and are consistent with our clients' needs.

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

### **Code of Ethics**

Wealth Management has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. Wealth Management's Code of Ethics describes the firm's fiduciary duties and responsibilities to clients, and details practices for reviewing the personal securities transactions of supervised persons with access to client information. The Code also requires compliance with applicable securities laws, addresses insider trading, and details possible disciplinary measures for violations. Wealth Management will provide a complete copy of its Code of Ethics to any client upon request to the Chief Compliance Officer.

### **Trading Conflicts of Interest**

Individuals associated with Wealth Management are permitted to buy or sell securities for their personal accounts identical to or different than those recommended to clients. However, no person employed by Wealth Management is allowed to favor his or her own interest over that of a client or make personal investment decisions based on the investment decisions of advisory clients.

In order to address potential conflicts of interest, Wealth Management requires that associated persons with access to advisory recommendations provide annual securities holdings reports and quarterly transaction reports to the firm's Chief Compliance Officer. Wealth Management also requires prior approval from the Chief Compliance Officer for investing in any IPOs or private placements (limited offerings).

## ***Item 12 - Brokerage Practices***

### **Asset Management Services**

Wealth Management delegates all trading responsibilities to sub-advisers and third party managers, and generally recommends the use of the respective sub-adviser's or third party manager's preferred custodian/brokerage firm. Sub-advisers and third-party managers used by Wealth Management are required to seek the best combination of net price and execution when effecting brokerage transactions for client accounts.

Wealth Management and our sub-advisers and third-party managers consider different factors in determining whether to use a particular custodian or broker, and in analyzing overall execution quality. Such factors may include but are not necessarily limited to quality of service, types of services offered, overall capability, execution quality, competitiveness of transaction costs, availability of investment research, reputation and stability of the firm and their financial resources among other things. In determining the reasonableness of a broker's compensation, we consider the overall cost to you relative to the benefits you receive, both directly and indirectly, from the broker.

Our custodians/brokers provide us and our clients with access to institutional brokerage services like trading, custody, reporting, and related services, many of which may not be typically available to retail customers. Our custodians and brokers may also make available various investment research and other support services, some of which may help us manage or administer our clients' accounts, while others may help us manage and grow our business.

The availability of these services from our custodians and brokers benefits us because we do not have to produce or purchase them. Of course, this may give us an incentive to recommend that you maintain your account with one of them based on our interests rather than yours, which is a potential conflict of interest. We believe, however, that our selection of our custodians and our brokers is in the best interests of our clients, and is primarily supported by the scope, quality, and price of their services that benefit you and not the services that benefit only us.

### **Batch Trading**

Client account transactions are typically completed independently for each account. Wealth Management may, however, purchase or sell the same securities or instruments for a number of clients simultaneously. When appropriate, orders for the same security may be combined or “batched” to facilitate best execution and reduce brokerage commissions or other costs. Wealth Management affects batched transactions in a manner designed to ensure that no participating client is favored over any other client.

### **Investment Consulting Services**

When providing Investment Consulting services, Wealth Management and its IARs are not granted discretion to select brokerage firms or to purchase and sell securities, although they may make recommendations based on factors such as those listed above. The client actually selects the brokerage firm to be used and also decides upon the investments to purchase or sell.

### **Retirement Plan Consulting Services**

Wealth Management delegates all trading responsibilities to the custodian of the Plan’s assets and does not engage in any trading activities.

## ***Item 13 - Review of Accounts and Reports***

### **Reports**

Asset Management accounts receive a report of account transactions and positions at least quarterly from the account custodian, and may also be provided with written performance analysis which detail portfolio performance relative to market benchmarks. We urge our clients to carefully review custodial statements when received and to compare them to reports received from us, our sub-advisers, or our third party managers.

Reports to clients receiving Investment Counseling services are provided as frequently as agreed upon in advance between Wealth Management and the client.

### **Reviews**

Wealth Management IAR's continuously monitor Asset Management portfolios to identify situations that may warrant either a more detailed review or specific action on behalf of a portfolio or client. In addition, Wealth Management IAR’s review client portfolios quarterly and communicate with clients periodically but economic conditions and a client’s situation may trigger more frequent reviews and communication. Wealth Management also reviews sub-adviser and third party managers and reviews investment results on a regular basis.

Wealth Management does not audit performance data provided to it by third parties.

Reviews for investment consulting relationships vary depending on the scope of the relationship, and are determined contractually.

All asset management and consulting clients are advised that it remains their responsibility to advise Wealth Management of any changes in their investment objectives and/or financial situation. All clients are encouraged to comprehensively review financial issues (to the extent applicable), investment objectives and account performance with Wealth Management on at least an annual basis, as applicable. Clients may contact Wealth Management or their account's sub-adviser or third-party manager any time they wish.

For retirement plan engagements, the custodian of the Plan's assets will be responsible for providing to Client, on at least a quarterly basis, statements of the assets in the Plan. Wealth Management may at its discretion provide additional reports from time to time, which may include performance analysis, market commentary, or other relevant information.

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

Wealth Management does not compensate any outside parties for client referrals nor does Wealth Management receive economic benefits, sales awards, or prizes from non-clients related to advisory services provided to clients.

#### ***Item 15 - Custody***

As noted in Item 12, Wealth Management does not hold client funds or securities, but instead requires that they be held by a third party custodian. We may, however have limited control in some instances to trade on your behalf, to deduct our advisory fees from your account with your authorization, or to request disbursements to you or other parties.

You will receive account statements directly from your custodian at least quarterly, which will be sent to the email or postal mailing address you provide. We urge you to carefully review these custodial statements when you receive them and also compare them to reports you receive from us.

#### ***Item 16 - Investment Discretion***

Wealth Management, its sub-advisers, and its third-party managers provide investment management services to clients on a discretionary basis, pursuant to written authorization granted by those clients in the services agreements. When granted authority to manage accounts, Wealth Management has discretion to hire and terminate sub-advisers and third-party money managers who have the authority to determine which securities and the amounts that are bought or sold. Any discretionary authority accepted by us however is subject to the client's risk profile and investment objectives, and may be limited by any other limitations provided by the client in writing. For retirement plan engagements, Wealth Management may accept discretion for selecting investment options to be made available to plan participants.

Wealth Management will not exercise any discretionary authority until it has been given authority to do so in writing. Such authority is granted in the written agreement between Wealth Management and the client, and in the written agreement with the third party custodian.

### ***Item 17 - Voting Client Securities***

Neither Wealth Management nor its IARs vote proxies on behalf of clients. However, clients may receive proxy notices from their account's custodian, and Wealth Management may assist clients by answering questions they may have regarding the nature of a proxy and voting procedures. Sub-advisors and third-party managers recommended by Wealth Management may, however, vote proxies. Please see the Form ADV Part 2 Disclosure Brochure of the applicable sub-advisor or third party manager for their proxy voting practices.

Wealth Management does not take any action regarding legal notices it or a client may receive from issuers of securities held in a client's managed account. However, the firm is available to answer questions regarding such notices. Please see the Form ADV Part 2 Disclosure Brochure of the applicable sub-advisor or third-party manager for their practices related to such legal notices.

### ***Item 18 - Financial Information***

Registered investment advisers are required in some cases to provide certain financial information and or disclosures about their financial condition. For example, if the firm requires prepayment of fees of more than \$1,200 per client for six months in advance, has custody of client funds, or has a condition that is reasonably likely to impair its ability to meet its contractual commitments to its clients, it must provide financial information and make disclosures.

Wealth Management does not require prepayment of fees of more than \$1,200 for six months in advance and has no other financial or operating conditions which trigger such additional reporting requirements.

## ***The Suby Group***

(John F. Suby & Associates, S.C. John F. Suby Wealth Management, LLC AJ Restaurant Accounting, LLC)

### **PRIVACY POLICY**

We appreciate the trust you as a client have placed in The Suby Group. We assure you that we take the utmost care to keep your personal information confidential.

We collect this information in order to provide accounting, trust and investment services. Where required by law, we deliver a notice of our Privacy Policy upon establishing a relationship with you and annually thereafter, in order for you to understand how we use the information we gather. Where delivery is not required by law, we provide a copy of our policy upon request.

When performing services for you, we may collect non-public personal information such as:

- Information received in conversations, discussions and interviews
- Information delivered or prepared in writing
- Information prepared and delivered by third parties on your behalf

It is our policy not to disclose or share any non-public personal information about any client to any nonaffiliated party except as may be required or permitted by law, or as otherwise detailed in this policy. We do not sell personal information about you to anyone. We may however disclose information:

- When you have authorized us to work with third party service providers such as attorneys, accountants, and other investment advisors
- When you have authorized us to disclose information to third parties that assist in servicing client accounts or processing client transactions

In addition to this privacy policy, we maintain physical, electronic, procedural and other safeguards to protect your information.

If you have any questions or want additional information about our practices or our privacy policy, please contact us at 2901 West Beltline Highway, Suite 201, Madison, Wisconsin, 53713 or by calling (608) 273-3100.