

# THE NEMES RUSH GROUP, LLC

[WWW.NEMESRUSH.COM](http://WWW.NEMESRUSH.COM)

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FORM ADV PART 2A  
FIRM BROCHURE  
MARCH 29, 2023

This brochure provides information about the qualifications and business practices of The Nemes Rush Group, LLC. If you have any question about the contents of this brochure, please contact us at (248) 449-5436. 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.

The Nemes Rush Group, LLC is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about The Nemes Rush Group, LLC is available on the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. The Nemes Rush Group, LLC's CRD number is 312554.

## Item 2 - Material Changes

We have one material change to report since our last annual update on June 29, 2022. In June 2022, our firm moved from 27333 Meadowbrook Road, Suite 110, Novi, MI 48377 to 39500 High Pointe Blvd, Suite 190, Novi, MI 48375. We have no other changes to report.

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## Item 4 – Advisory Business

### OWNERSHIP/ADVISORY HISTORY

The Nemes Rush Group LLC (“We”) was founded in 2021. We are owned by Charlies Nemes, Timothy Rush, Brian Nemes, and Christopher Nemes. We are a Michigan limited liability Company and registered as an investment adviser with the Securities and Exchange Commission in April 2021.

### ADVISORY SERVICES OFFERED

#### PORTFOLIO MANAGEMENT AND FINANCIAL PLANNING SERVICES

We offer clients financial planning services to evaluate their financial situation, goals and risk tolerance. Through a series of personal interviews and the use of questionnaires the firm will collect pertinent data, identify goals, objectives, financial problems, potential solutions, prepare specific recommendations and implement recommendations. As a result of these actions, our advice can be provided on financial and cash management, risk management, estate planning, tax issues, retirement planning, educational funding, goal setting, or other needs as identified by the client and the firm. We can offer comprehensive planning services, or the client can desire advice on certain planning components; we can tailor services as desired by the client. At the conclusion of the financial planning service, we will present the client with a written financial plan.

#### RETIREMENT PLAN CONSULTING

We offer retirement plan consulting to our business clients. We provide the following ERISA fiduciary and ERISA non-fiduciary services: Education Services to Plan Committee; Participant Education Services; Plan Search Support; Review of Fiduciary Liability Insurance Coverage; Monitoring of Qualified Fiduciary Plans; or Participant Advice. Upon your request, we will provide any of the following ERISA non-discretionary fiduciary services: create an Investment Policy Statement; provide Investment Recommendations & Performance Monitoring; or Selection of Qualified Default Investment Alternatives. Please note that our ERISA fiduciary services generally include but are not limited to ERISA Section 3(21) and ERISA Section 3(38) investment management fiduciary services.

#### BUSINESS CONSULTING SERVICES

We provide business consulting services to our clients who have family or closely held businesses. This service entails one or more of the following: review financial statements to look for cost saving opportunities; review employer hiring strategies; review worker’s compensation insurance; assisting hiring CPAs and corporate attorneys; real estate transaction reviews and due diligence; assistance with structuring the transfer of the business from one generation to the next; and other services as negotiated with the client.

### TAILORED SERVICES

The goals and objectives for each client are documented before any investing takes place. Clients can impose restrictions on investing in certain securities or types of securities.

#### CLIENT ASSETS MANAGED

As of December 31, 2022, we manage \$913,653,312 in discretionary assets.

### Item 5 – Fees and Compensation

#### FINANCIAL PLANNING SERVICES

We offer financial planning services on a fixed fee basis. The fee is negotiable based on the nature and complexity of the client's individual circumstances. The financial planning agreement will disclose the negotiated fee and scope of agreed upon services.

All fees for planning services are agreed upon in advance in writing and due at that time.

#### RETIREMENT PLAN CONSULTING

We charge an annual management fee based on the percentage of assets under management in your qualified plan. Our annual fee is 1.50%. The management fee is calculated and billed quarterly, in advance. The fee is negotiable based on the size of the plan. We will ask you to authorize the recordkeeper with the ability to directly deduct our management fee from your account. The recordkeeper will be disclosed in our ERISA engagement agreement. You will also need to sign a separate agreement with the recordkeeper.

#### TERMINATION OF SERVICES

You can terminate any service for any reason within the first five (5) business days after signing an advisory contract, without any cost or penalty. Thereafter, the agreement can be terminated at any time by giving ten (10) days' written notice. To cancel the agreement, you must notify us in writing at The Nemes Rush Group, LLC, 39500 High Pointe Blvd, Suite 190, Novi, MI 48375. Upon written notice of termination, you will receive a prorated refund based on the amount of time services were rendered during the termination quarter. For example, if there were 90 days in a month and the service was cancelled 45 days into the month, you will receive a 50% refund. (45 divided by 90 equals 50%). Refunds are paid by depositing the fee into an account held at the custodian. In all other cases refunds are paid by check.

#### OTHER SECURITIES COMPENSATION

Our Associates are registered representatives of Alden Investment Group, member FINRA/SIPC. Through Alden Investment Group, they can sell securities to our clients for a commission. This causes a conflict of interest because the commissions from Alden Investment Group are separate from the fees outlined above. Our associates attempt to mitigate this conflict of interest to the best of their ability by placing the client's interest ahead of their own through their fiduciary duty. Additionally, it is our policy that recommended securities purchases do not have to be purchased through any associate.

When purchasing mutual fund shares for a client's account, a client is subject to various fees and charges, including, but not limited to, the cost of portfolio management, creating account statements, account services, recordkeeping, commissions, and legal services. The particular fees and charges a client will pay are generally determined by the share class that the client purchases. Some share classes are subject to either a front-end sales charge or a deferred sales

charge and may be appropriate when implementing a pure buy and hold strategy. Other share classes impose a higher ongoing fee (12b-1 fee) which is retained by RJA. There are limitations on the availability of share classes to clients based on RJA and the funds themselves. These limitations may be imposed by the RJA if, for example, RJA's platform only makes certain share classes available. The funds themselves impose certain limitations, such as minimum investment requirements. We seek to use the lowest cost share class available while considering the client's investment time horizon and preference. We require that pre-approval be obtained for any mutual fund investments where the lowest cost expense ratio share class available is not used. On a quarterly basis, we review mutual fund holdings to identify any non-advisory share class holdings and to evaluate for share class exchange. For assets held outside of any wrap fee programs, clients will typically incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to our fee.

#### BUSINESS CONSULTING SERVICES

Our business consulting services are offered at a fixed or hourly fee rate as negotiated with the client.

Our fixed fee rate ranges from \$1,000 to \$50,000. The rate depends on the complexity of the client's business, the areas covered during the consultation, research and preparation time required. The fee will be set forth in the Business Consulting Agreement. Payment plans will be negotiable and vary from client to client. For prepaid fees in excess of \$500.00, services will be completed within six months of the date fees are received.

Our hourly rate for business consulting is \$300 per hour. The number of hours will vary depending upon the complexity of the client's business, the area(s) to be addressed, research and the preparation time required. The estimated number of hours required, and the fee will be set forth in the Business Consulting Agreement. Payment plans will be negotiable and vary from client to client. For prepaid fees in excess of \$500.00, services will be completed within six months of the date fees are received.

A client may cancel the Business Consulting Agreement for any reason during the first five (5) business days from the date of signing the agreement and he/she will receive a refund of 100% of all fees paid. To cancel the agreement, the client must notify us in writing and return any materials received to that date. Thereafter, the Agreement may be terminated at any time by giving ten (10) days written notice. After five (5) days if a client cancels, any prepaid fees will be refunded on a prorated basis based upon work completed.

#### RETIREMENT ROLLOVER CONFLICTS OF INTEREST

When we recommend you rollover a retirement account for us to manage, this creates a financial incentive because we charge a fee for our services. We attempt to mitigate the conflict of interest by acting in your best interest and applying an impartial conduct standard to all rollovers. Please note that you are not under any obligation to roll over a retirement account to an account managed by us.

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

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) or provide side by side management.

## Item 7 – Types of Clients

We offer our services to individuals, high net worth individuals, corporations and other business entities, charities, and pension and profit-sharing plans. We do not require a minimum account size.

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

### METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

We use various methods of analysis to help us manage client investment account(s). These can include one or more of the following:

Fundamental Analysis- is a technique that attempts to determine a security's value by focusing on underlying factors that affect a company's *actual* business and its future prospects. The analysis is performed on historical and present data. On a broader scope, one can perform fundamental analysis on industries or the economy as a whole. The term refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements. The risk associated with fundamental analysis is that despite that appearance that a security is undervalued, it may not rise in value as predicted.

Technical Analysis- is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. The risk associated with technical analysis is that there is no broad consensus among technical traders on the best method of identifying future price movements.

We use various investment strategies when managing client investment accounts. These can include one or more of the following:

Long-Term Purchases – We purchase securities with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year. The risk associated with using a long-term purchase strategy is that it generally assumes the financial markets will go up in the long-term, which may not be the case. There is also the risk that the segment of the market that the client is invested in or perhaps just that client's particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Short-Term Purchases – We purchase certain securities with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations. The risk associated with using a short-term purchase strategy is that it generally assumes that we can predict how financial markets will perform in the short-term, which may be very difficult and will incur a disproportionately higher

amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

#### INVESTMENT RISKS

All investment programs have certain risks that are borne by the client and **investing in securities involves risk of loss that clients should be prepared to bear**. The client should feel free to ask questions about risks he or she does not understand. We would be pleased to discuss them. Obtaining higher rates of return on investments entails accepting higher levels of risk. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. The client should feel free to ask questions about risks that he or she does not understand; we would be pleased to discuss them.

#### RECOMMENDED SECURITIES

Several types of securities are used in client portfolios including, but not limited to, mutual funds, stocks, and bonds. Some of the risk associated with these securities include:

- **Credit Risk:** This is the risk that an issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade, or inability to meet a financial obligation.
- **Inflation Risk:** This is the risk that inflation will undermine the performance of an investment and/or the future purchasing power of a client's assets.
- **Interest Rate Risk:** The chance that bond prices overall will decline because of rising interest rates.
- **International Investing Risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and can lose value because of adverse political, social or economic developments overseas or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject to settlement practices, as well as regulatory and financial reporting standards, that differ from those of the U.S.
- **Manager Risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant to benchmarks or other accounts with a similar investment objective.
- **Portfolio Concentration:** Accounts that are not diversified among a wide range of types of securities, countries or industry sectors can have more volatility and are considered to have more risk than accounts that are invested in a greater number of securities because changes in the value of a single security can have more of a significant effect, either negative or positive. Accordingly, portfolios are subject to more rapid changes in value than would be the case if the client maintained a more diversified portfolio.



- **Stock Market Risk:** The chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising stock prices and periods of falling stock prices.

## 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 your evaluation of each supervised person providing investment advice. We do not have information applicable to this Item.

## Item 10 – Other Financial Industry Activities and Affiliations

### BROKER DEALER AFFILIATION

Our associates are registered representatives of Alden Investment Group. Please see Item 5 for additional details about any conflicts of interest.

### FUTURES/COMMODITIES FIRM AFFILIATION

We are not affiliated with a futures or commodities broker.

### OTHER INDUSTRY AFFILIATIONS

Our associates are independent insurance agents, and they can recommend insurance products to our clients. This other business activity pays them commissions that are separate from the fees described in Item 5 above. This is a conflict of interest because the commissions give our associates a financial incentive to recommend and sell clients the insurance products. However, we attempt to mitigate any conflicts of interest to the best of their ability through their fiduciary duty and by informing clients that they are never obligated to purchase any recommended insurance products through them.

### RECOMMENDATION OF THIRD-PARTY INVESTMENT ADVISER

We can utilize the services of a sub-adviser to manage a portion of your assets on a discretionary basis and in accordance with your investment objectives. We will ensure that the sub-adviser is properly registered or exempt from registration in your state of residence prior to making any recommendations. A detailed description of these services can be found in our Appendix 1 to this firm brochure.

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

### DESCRIPTION

Our Code of Ethics establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. We will provide a copy of our Code of Ethics to any client or prospective client upon request.

Our Code of Ethics covers all supervised persons, and it describes our high standard of business conduct and fiduciary duty to our clients. The Code of Ethics includes, among other things, provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition on rumor mongering, restrictions on the acceptance of significant gifts and the

reporting of certain gifts and business entertainment items, and personal securities trading procedures. All supervised persons must acknowledge the terms of the Code of Ethics annually or as amended.

#### MATERIAL INTEREST IN SECURITIES

We do not have a material interest in any securities.

#### INVESTING IN OR RECOMMENDING THE SAME SECURITIES

Our staff is permitted to engage in personal securities transactions. These transactions create potential conflicts of interest if they were to trade in advance in a security that is owned by a client or considered for purchase or sale on behalf of a client. We have adopted policies and procedures that are reasonably designed to effect transactions for you in a manner consistent with the fiduciary duty owed to you as a client. Our staff who buys or sells the same securities bought or sold for a client may do so only if they comply with our written policies and procedures.

### Item 12 – Brokerage Practices

#### RECOMMENDATION CRITERIA

We do not maintain custody of your assets. Your assets must be maintained in an account at a “qualified custodian”, which generally is a broker-dealer or bank. We currently recommend that you use Raymond James & Associates, Inc. member of New York Stock Exchange/SIPC and Pershing, LLC, a registered broker-dealer, member of FINRA/SIPC as the qualified custodians.

Please Note: you may be able to obtain lower commissions and fees from other brokers, and the value of products, research and services given to the applicant is not a factor in determining the selection of broker-dealers or the reasonableness of their commissions.

#### RESEARCH AND SOFT DOLLARS

“Soft dollars” are defined as a form of payment investment firms can use to pay for goods and services such as news subscriptions or research. When an investment firm gives its business to a particular brokerage firm, the brokerage firm in return can agree to use some of its revenue to pay for these types of services. We do not receive any soft dollars.

#### BROKERAGE FOR CLIENT REFERRALS

We do not receive client referrals or any other incentive from any broker-dealer or custodian.

#### TRADE AGGREGATION

We have discretion to aggregate trades. We may aggregate transactions in equity and fixed income securities for a client with other clients to improve the quality of the execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and each client account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained. At times, we may determine not to aggregate transactions, for example, based on the size of the trades, the number of client accounts, the timing of the trades, the liquidity of the securities or the discretionary or non-discretionary nature of the trades. If we do not aggregate orders, some

clients purchasing securities around the same time may receive a less favorable price than other clients. This means that the practice of not aggregating may cost clients more money.

## Item 13 – Review of Accounts

### PERIODIC REVIEWS

We will conduct quarterly reviews of your model portfolios and accounts held with a sub-adviser to determine if rebalancing is necessary. We will also meet with you annually either in person, by telephone or video conference to conduct a review of your financial situation.

### OTHER REVIEWS

Other factors triggering an account review include material market, economic or political events, and changes in a client's financial or personal situation or performance of the account in general.

### REPORTS

A client will receive at least quarterly statements from the account custodian. However, the client will receive a monthly statement, if his or her account(s) has activity during the month. These account statements will show any activity in the account, as well as period ending position balances. We urge you to carefully review each statement.

## Item 14 – Client Referrals and Other Compensation

### OTHER COMPENSATION

We do not receive any other compensation.

### CLIENT REFERRALS

We do not pay for client referrals or use solicitors.

## Item 15 – Custody

All your funds, securities, and accounts are held by a qualified custodian, Raymond James & Associates, Inc. or Pershing LLC. We do not take possession of your securities. However, you will be asked to authorize us to instruct the custodian to deduct our management fee from your account. This authorization will apply to our management fee only. This is considered a limited form of custody. You can terminate this authorization at any time by contacting us. You will receive at least quarterly statements from the custodian that holds and maintains your assets. We urge you to carefully review these account statements.

At times, we assist some clients with the ability to move money from one account to another. In these situations, you will sign standing letter of instruction (“SLOAs”) with your custodian that grants us the ability to facilitate the transfer. When your money is transferred between accounts with different titles, this is considered a limited form of custody. In 2017, the SEC issued a no-action letter (“Letter”) with respect to the Rule 206(4)-2 (“Custody Rule”) under the Investment Advisers Act of 1940 (“Advisers Act”). We and your custodian, Raymond James & Associates, Inc., follow the safeguards outlined in the letter. These safeguards include:

- 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.
- The client authorizes the investment adviser, 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.
- 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.
- The client has the ability to terminate or change the instruction to the client's qualified custodian.
- The investment adviser 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.
- The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser.
- 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

We offer discretionary and non-discretionary investment management services. To grant us discretionary power over an account, you must sign the investment management agreement. Our investment management agreement contains a limited power of attorney that allows us to select the security, the amount, and the time of the purchase or sale in your account. It also allows us to place each such trade without your prior approval. In addition to our investment management agreement, your custodian will request that you sign the custodian's limited power of attorney. This varies with each custodian. We discuss all limited powers of attorney with you prior to their execution. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for your account, and any other investment policies, limitation or restrictions.

With non-discretionary investment management services, you retain full discretion to supervise, manage, and direct the assets of the account. We will make recommendations on how the account might be managed. However, we must receive your permission prior to placing any such trades. Still, you will be free to manage the account with or without our recommendation and all with or without our prior consultation.

## Item 17 – Voting Client Securities

We do not accept authority to vote proxy solicitations for client securities. Clients retain the right to vote all proxies that are solicited for securities held in the account. Clients will receive proxies or other solicitations from the custodian. If clients have questions regarding the

solicitation, they would contact us or the contact person that the issuer identifies in the proxy materials. In addition, we do not accept authority to act with respect to legal proceedings relating to securities held in the account.

## Item 18 – Financial Information

### BALANCE SHEET

We do not require or solicit prepayment of more than \$1200 in fees per client, six months or more in advance. Therefore, we are not required to provide a balance sheet.

### FINANCIAL CONDITION

We are required in this Item to provide you with certain financial information or disclosures about our financial condition if we have a financial commitment that impairs our ability to service you. We do not have a financial commitment that impairs our ability to service our clients.

### BANKRUPTCY

We have not been the subject of a bankruptcy proceeding.