

GREAT LAKES RETIREMENT SOLUTIONS, INC

FIRM BROCHURE (ADV PART 2A)

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This brochure provides information about the qualifications and business practices of Great Lakes Retirement Solutions, Inc. If you have any questions about the contents of this brochure, please contact Matthew Starke at (989) 401-2949. 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.

Great Lakes Retirement Solutions, Inc. is a registered investment adviser. Registration of an Investment Advisor does not imply any level of skill or training. The written communications of an Advisor provide you with information about which you determine to hire or retain an Advisor.

Additional information about Great Lakes Retirement Solutions, Inc. is available on the SEC's website www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The Advisor's CRD number is 167046.

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status of the client's accounts with the Third Party Advisor, make recommendations about the Third Party Advisor, meeting with the client at least annually and acting as the client's primary financial adviser. All questions regarding the Third Party's services and performance will be directed to the Advisor.

When utilizing the services of the Third Party Advisor, the clients will be given a copy of the Third-Party Advisor's Form ADV Part 2A. Clients are encouraged to read and understand this disclosure document.

The Advisor will not refer a client to a Third Party Advisor unless it is registered or exempt from registration as an investment adviser in the client's state of residence.

3. PORTFOLIO MANAGEMENT

The Advisor provides both discretionary and non-discretionary portfolio management services where the investment advice provided is custom tailored to meet the individualized needs and investment objectives of the client. Through personal interviews the Advisor will create a customized portfolio for the client. Once the portfolio is constructed, the Advisor will monitor the portfolio as changes in market conditions and client circumstances may require. With non-discretionary portfolio management services, prior to the execution of any trades, the Advisor will telephone the client to receive his/her authorization. Upon receiving the client's authorization, the Advisor will execute the trade per his/her instructions. With discretionary portfolio management services, Advisor will execute trades within the scope of the Client portfolio investment policy without required prior consent other than the Client management agreement.

C. TAILORED SERVICES

As described above, the Advisor's services are individualized to each client.

D. WRAP PROGRAM

The Advisor does not sponsor a wrap program.

E. CLIENT ASSETS MANAGED

As of March 2021, the Advisor manages \$0 in client assets on a discretionary basis and \$36,054,000 on a non-discretionary basis.

5. **FEES AND COMPENSATION**

A. FINANCIAL PLANNING

The Advisor's financial planning services are offered on a fixed fee and hourly fee basis.

The Advisor offers a basic analysis of client's financial situation and an in-depth Portfolio Analysis for \$199.00 - 399.00, depending on the complexity of the analysis.

The Advisor charges an hourly fee when clients request financial planning for an isolated topic. The hourly fee is \$75.00. The fee is negotiable based upon the type of planning selected and the amount of research to be conducted. The hourly financial planning fee is due upon presentation of the written plan.

The pro-rated first quarter's management fee will be calculated on the Account's initial value as reported by its custodian. Thereafter, the periodic fee will be based upon the previous quarter-end Account as reported by the client's custodian.

The Advisor's fees are separate and distinct from any fees or expenses incurred from the implementation of the financial plan. These fees and expenses may include brokerage commissions, transaction fees, and other related costs and expenses. Additionally, clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, 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 funds and exchange traded funds also charge internal management fees, as disclosed in a fund's prospectus, which are separate and distinct from the firm's fee.

A client may terminate the Investment Management Agreement for any reason at any time and, within the first five (5) business days after signing the contract and receive a 100% refund of any fees paid without any cost or penalty. Thereafter, the Agreement may be terminated at any time by giving seven (7) days written notice. The written notice of termination must be sent to Great Lakes Retirement Solutions, Inc., 2135 N. Center Road, Suite 1, Saginaw, MI 48603. Upon termination, fees will be prorated for the number of days that services were rendered during the termination month. All unearned fees will be refunded to the client. For example, if 90 days are in a quarter and services were rendered for 30 days in the quarter, the client will be refunded 67% of that quarter's fee. ($30/90 = .33 * 100 = 33\%$ paid to Advisor for services with remainder/unearned fees paid to the Client. $100\% - 33\% = 66\%$)

RETIREMENT ROLLOVER CONFLICTS OF INTEREST

When we recommend that a client 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 the client's best interest and applying an impartial conduct standard to all rollovers. Please note that the client is not not under any obligation to roll over a retirement account to an account managed by us.

6. PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT

The Advisor does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

7. TYPES OF CLIENTS

The Advisors services are offered to individuals, high net worth individuals, and corporations or other business entities. The Advisor requires a minimum account size of \$50,000 to become a client. This requirement may be waived at the discretion of the Advisor.

8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

An investment could lose money over short or even long periods. A client should expect his/her account value and returns to fluctuate within a wide range, like the fluctuations of the overall stock and bond markets. The client's account performance could be hurt by:

- **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.
- **Interest rate risk:** The chance that bond prices overall will decline because of rising interest rates. Interest rate risk will vary for the Firm, depending on the amount of Client assets invested in bonds.
- **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.
- **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 may 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, and regulatory and financial reporting standards, that differ from those of the U.S.
- **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 your investment and/or the future purchasing power of your assets.
- **Liquidity Risk:** Liquidity risk exist when particular investments are difficult to purchase or sell, possibly preventing the ability to sell such illiquid securities at an advantageous time or price, or possibly requiring the client to dispose of other investments at unfavorable times or prices in order to satisfy its obligations.

9. DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events within the past 10-years that would be material to your evaluation of the Advisor or the integrity of its management. These include the following:

- A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the *supervised person*
 1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any *felony*; (b) a *misdemeanor* that *involved* investments or an *investment-related* business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;

The firm and Mr. Starke have no information applicable to this item.

10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

A. BROKER-DEALER AFFILIATIONS

The Advisor and Mr. Starke are not affiliated with a broker-dealer.

B. FUTURES/COMMODITIES FIRM AFFILIATION

The Advisor and Mr. Starke are not affiliated with a futures or commodities broker.

C. OTHER INDUSTRY AFFILIATIONS

While Great Lakes Retirement Solutions, Inc. is neither an insurance company nor an insurance agency, it should be noted that Matthew Starke, the principal of Great Lakes Retirement Solutions, Inc. is licensed to sell (for sales commissions) insurance products (life, health, disability and annuities) for various insurance companies that are duly licensed in the State of Michigan. This causes a conflict of interest because he receives a commission for these services, which is separate from the investment management and financial planning fees outlined above. Mr. Starke attempts to mitigate the conflict of interest to the best of his ability by placing the client's interests ahead of his own, through his fiduciary duty and by following the Advisor's Code of Ethics. Clients are never obligated to purchase recommended insurance products through Mr. Starke. Still, as an independent agent he is able to offer those insurance products which he feels are most suitable for his clients.

D. SELECTION OF THIRD PARTY INVESTMENT ADVISERS

The Advisor's services include the Recommending of Third Party Investment Advisers. A detailed description of this service can be found under Item 4.C – Advisory Services and Item 5.C – Fees and Compensation.

11. CODE OF ETHICS

A. DESCRIPTION

The Advisor's Code of Ethics establishes ideals for ethical conduct upon fundamental principles of openness, integrity, honesty, and trust. The Advisor will provide a copy of its Code of Ethics to any client or prospective client upon request.

The Advisor's Code of Ethics covers all supervised persons and it describes its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at the Advisor must acknowledge the terms of the Code of Ethics annually, or as amended.

B. MATERIAL INTEREST IN SECURITIES

The Advisor and Mr. Starke do not have a material interest in any securities.

13. REVIEW OF ACCOUNTS

A. PERIODIC REVIEWS

On a weekly basis the owner, Matthew Starke, reviews client accounts. He also attempts to meet with each client in person or by telephone on an annual basis.

B. OTHER REVIEWS

Reviews may also be triggered by events within client's lives, as well as pertinent news events, changes in federal and state regulatory or tax regimes, and overall economic events.

C. REPORTS

Financial Planning clients receive a written report at the conclusion of the financial planning engagement. Portfolio Management clients will receive account statements from the custodian of their accounts at least quarterly, although monthly is customary. Clients using Third party advisor will also typically receive a separate quarterly report either electronically or by mail.

14. CLIENT REFERRALS AND OTHER COMPENSATION

A. OTHER COMPENSATION

The Advisor does not receive extra compensation or any other economic benefit for providing investment advice or other advisory services to clients.

B. CLIENT REFERRALS

The Advisor may enter into an agreement with individuals pursuant to which we will pay a portion of our management fee (Item 5) for the individual's solicitation and referral services. In turn, the individuals would share a portion of the fees with its investment adviser representative. Clients obtained through the use of solicitor or referral services will not pay a different fee (higher or lower) than the fee the client would have been charged if the client had been obtained without their services.

15. CUSTODY

All client funds, securities and accounts are held at third-party custodians. The Advisor does not take possession of a client's funds, securities or accounts. However, portfolio management clients will be asked to authorize the Advisor with the ability to deduct its fees directly from the client's account. This authorization will apply to the Advisor's management fees only. When deducting the fee, the Advisor will send a billing statement (invoice) to each client and his/her custodian, showing the fee to be debited and how it was calculated. A client may object to the deduction of the fees from the Account by notifying the Advisor at the address or telephone number shown on each billing invoice, or by notifying the account custodian. In addition to this billing statement, the custodian will also send a quarterly account statement, indicating the amount of fees withdrawn from the client's Account. The Advisor urges clients to carefully review their statements and notify the firm of any discrepancies as soon as possible.

business activities and any conflicts of interest associated therewith can be found in Item 10, above and his Brochure Supplement.

Mr. Starke is also required to disclose additional information if he receives performance-based fees or has any relationship or arrangement with an issuer of securities. He does not have anything to report on these topics because none apply to him.

Last, Mr. Starke and Great Lakes Retirement Solutions, Inc. have **NOT** been involved in any of the events listed below:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - (a) an investment or an investment-related business or activity;
 - (b) fraud, false statement(s), or omissions;
 - (c) theft, embezzlement, or other wrongful taking of property;
 - (d) bribery, forgery, counterfeiting, or extortion; or
 - (e) dishonest, unfair, or unethical practices.
2. An award or other being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - (a) an investment or an investment-related business or activity;
 - (b) fraud, false statement(s), or omissions;
 - (c) theft, embezzlement, or other wrongful taking of property;
 - (d) bribery, forgery, counterfeiting, or extortion; or
 - (e) dishonest, unfair, or unethical practices.