

# How To Set Up Your Own LLC in Four Easy Steps

Prepared by Attorney Bob Montgomery

## Follow These Four **Easy** Steps . . .

- STEP 1:** [Check A Name and Make Filing With State Filing Office](#)
- STEP 2:** [Prepare & Sign an Operating Agreement](#)
- STEP 3:** [Prepare Organizational Minutes](#)
- STEP 4:** [Obtain EIN from IRS & Set Up New Bank Account](#)
- Final Inst:** [How to Properly Operate & Maintain Your New LLC](#)
- Glossary:** [Glossary of Helpful Terminology](#)
- Audio Instructions:** Are also available for each step ([Click Here](#))

## STEP 1

### Check A Name and Make Filing With State Filing Office

#### A – How To Check On A Name

Once you have decided to form an LLC, **you need to choose a name** and check with the state where you intend to file to see if it is available. Almost any name will work so long as it is not the same or “deceptively similar” to a name already being used by another entity (corporation or LLC) that is filed with the same **State Filing Office (SFO)**. This is usually the Secretary of State's Office.

Every state is separate or different when it comes to filing an LLC and choosing a name, so it does not matter if someone in a different state from the one you are filing in is using the same name. In other words, you could have an LLC in Ohio named XYZ Plumbing, LLC, and also an LLC in Michigan named XYZ Plumbing, LLC, and each one would be okay because they are filed in different states.

**Special Note:** The suffix LLC or Inc, is not considered part of the name for purposes of avoiding duplication. For example, you could not file your LLC as Smith, LLC if the name Smith, Inc., was already being used in your filing state.

**You can check or search online** to see if the name you want is available. To search name availability, click on the following link which will take you to the Table for all "**State Filing Offices & Instructions**."

[State Filing Offices For All States](#)

On the table find the "**Name Search**" column and then click on the state you intend to file your LLC in. You will find instructions about typing in a name to see if it is available. Another way to check name availability is to contact the SFO by telephone and asking about name availability. They are usually very helpful.

## **B – How To Make Filing With State Filing Office**

**The first official step** in forming or setting up a limited liability company or LLC is to file **Articles of Organization** (sometimes called a Certificate of Organization or Application for New Entity) with the State Filing Office which is usually the Secretary of State. Each state has its own filing fee and they can range between \$50 and \$300.

Every state now provides its own form which you are required to use for filing. To find the required form for your state, click on the link below which will take you to the Table for all "**State Filing Offices & Instructions**." Find your state and click on the "**Link to State Filing Form**."

[State Filing Offices For All States](#)

**Important: Registered Agent.** All states require a registered agent for an LLC. A registered agent is a person or company who can accept service of legal papers or important documents from the State Filing Office on behalf of the LLC. You or one of the members of the LLC can act as the registered agent or you can hire a company to do this for you. Doing it yourself will save you paying an annual fee to the registered agent. However, the LLC cannot act as its own registered agent. For more information, [click here](#).

**The form from the State Filing Office should have instructions** on the back of the form or

they may be separate. The forms should be self explanatory. If you need to, you can call the State Filing Office with questions. In many states you can now file online. You can also mail the form to the State Filing Office together with the filing fee (or) deliver it in person to their office if you live nearby.

**A review of a few more terms** may be helpful with your filing. In most states, the owners of an LLC are called “**Members**.” Members in an LLC are similar to the shareholders in a corporation. For more help with LLC terminology go to “[Glossary of Helpful LLC Terminology](#).”

**LLC’s are usually run or operated by “Managers.”** Managers can be the Member(s) or they can be other individuals or entities. It is common in an LLC with just a few Members (owners) to have all of the Members also manage the LLC. In this case it is often said the LLC will be managed by its Members. However, the Members can also choose to have one, two or more Members be the Managers or they can choose someone who is not a Member to Manage. LLC’s Provide a lot of flexibility in this regard.

**In most states, the Organizer of an LLC** can be almost anyone who is of legal age. It is common practice for one of the Members (owners) to be the initial Organizer. It is also a common practice for an attorney or other professional person to be the Organizer. The Organizer is a person (or can be another entity) who has authority to act on behalf of the Members in filing the initial paperwork with the State Filing Office.

## STEP 2

### Prepare and Sign an Operating Agreement

Once the Articles of Organization have been filed with the state, the Members of the LLC should prepare and sign an **Operating Agreement**. This is not required by state law but is one of the **most important steps** in maintaining your liability protection even if you just have a one person LLC. In addition, it is essential in preventing disagreements and ugly disputes between the Members.

The **Operating Agreement** is similar to the bylaws of a corporation or a partnership agreement. It sets forth the **rights, duties and obligations** of the members of the LLC. It also

sets forth whether the LLC will be managed by the members (owners) or by certain other individuals or entities. The Operating Agreement or an attachment will usually set forth the ownership percentages or ratios of each of the members.

In addition to being a legal agreement between the parties involved in the LLC, the Operating Agreement also **strengthens your limited liability protection** in the sense that it shows that you have completed the organization of the LLC and are in compliance with the process. It helps demonstrate that your LLC is being operated as a separate legal entity. This is true even though you may only have a **one member LLC**.

The State Filing Office does not provide Operating Agreements. This is something you have to do. Many **attorneys charge \$500 to \$1,000** to prepare an Operating Agreement. Below you can get access to several Operating Agreement forms which you can use for your own LLC. These special Operating Agreements together with valuable bonuses are available for a fraction of the usual cost.

**I've prepared 3 different Operating Agreements with the special provisions I recommend to clients. Believe me, not all Operating Agreements are created equal. These are not the usual generic forms you might find on line. They are the same forms used by lawyers for their valued clients and have been reviewed and prepared with important provisions added.**

**[CLICK HERE TO GET YOUR LLC FORMS](#)**

**- Your Cost for These 3 Forms Plus Valuable Bonuses is Just \$17 -**

The Operating Agreement you need may differ depending on the number of Members and Managers in your LLC. This is what I recommend:

\_\_\_ **One Member LLC.** The first Operating Agreement Form should be used if there is just one member or owner of the LLC.

\_\_\_ **Member Managed LLC.** The second Operating Agreement form is for LLC's which will be managed by the members. This is the **most common** management arrangement for LLC's with a small number of members and just means that all owners or members will be directly involved in the management of the LLC.

This will be the one used by most LLC's.

\_\_\_ **Manager Managed LLC.** LLC's have the option of being managed by a separate manager. The manager can be one or more of the members or it can be another person or entity that is not a member. This management arrangement is most often used in LLC's that will have many members and may require some special expertise or experience in operation or management.

## STEP 3

### Prepare Organizational Minutes

**It is commonly accepted**, that one of the benefits of operating as an LLC is that they are considered less formal than corporations and don't require the members to hold meetings and prepare minutes. That's only partially correct. The state law does not require an LLC to hold meetings and prepare minutes like it does for corporations. However, it's always a wise business practice to document in writing important business decisions and it is especially important that you at least have some form of **organizational minutes**.

This helps demonstrate or prove that the LLC is being **operated as a separate legal entity** which is important for you to maintain your limited liability protection.

In addition, it is helpful right up front to establish and document important elements of the relationship between the Members such as what percentage of the LLC does each one own and who will manage the LLC. Typical minutes of an Organizational Meeting would include such items as the approval and ratification of the Articles of Organization and the Operating Agreement. Other important provisions include a statement concerning who is managing the LLC and each Member's percentage of ownership in the LLC.

[Get a Free Copy of a Sample Form for Minutes of Annual Meeting](#)

[Get a Free Copy of a Sample Form for Minutes of Organizational Meeting](#)

## SPECIAL LLC FORMS

I've prepared a **unique set of forms** which include samples of minutes for an LLC meeting and common LLC resolutions. You get these valuable forms as a **free bonus** when you purchase the Operating Agreement forms described above for the amazing low price of \$17.

### THIS IS THE MOST TIME SAVING FORM I'VE EVER USED

I've also included **another free bonus** - a form that will show you a short cut method for preparing organizational minutes or any minutes, for that matter. I have found this form to be the most time saving convenient form I have used and will save you a ton of time in keeping your LLC properly organized. This form, together with the simple instructions that go with it, helps you to easily conduct LLC business without a formal meeting and **greatly simplifies the preparation of minutes**. **This is one you can't afford to be without.**

**Get 3 different Operating Agreement forms with all of the special provisions I recommend to clients plus free bonuses including forms for LLC minutes, LLC resolutions and the special form for short cutting the preparation of minutes.**

**[CLICK HERE TO GET YOUR LLC FORMS](#)**

**YOUR COST FOR 100'S OF DOLLARS OF LEGAL FORMS IS JUST \$17**

## STEP 4

### Obtain EIN# From IRS and Set Up New Bank Account

#### A – How To Obtain A New EIN From IRS:

This is fairly self evident but each separate legal entity, such as an LLC or corporation, requires a new or different Federal Employer Tax Identification Number (EIN). The EIN is obtained from the Internal Revenue Service (IRS). This is true because the entity is considered separate and apart under the law from the individual owners.

The exception to this rule with LLC's is when you have a one person LLC. When an LLC is

owned and operated by just one person, that person has the option of reporting LLC income on his personal tax return and he/she can just use his/her own social security number. However, even a one person LLC which has employees will likely still need a new EIN from the IRS.

If a new EIN# is required then you need to file form SS-4 with the IRS. You can get the form from a post office that has tax forms, from an accountant or you can now apply online. Online is probably the easiest and fastest way to get a new EIN#. The internet link to get the online form is:

**\*\*\* [Link to Obtain New EIN From IRS](#) \*\*\***

Sometimes getting a new EIN is a little confusing so I've prepared a **step by step** explanation and illustration which is available when you get our Special LLC Forms. This step by step illustration could save you a lot of time and frustration when trying to obtain your new EIN No. from the IRS. We highly recommended that you review this before attempting to get your new EIN.

**[GET YOUR SPECIAL LLC FORMS HERE](#)**

## **B – How To Set Up A New Bank Account:**

**This is essential.** Many business owners ask why they can't continue to use the same bank account they used before forming the LLC - when they operated their business as a sole proprietor or partner. The principle behind liability protection is that the LLC is a legal entity, separate and apart from the individual owners. **A separate legal entity requires a separate bank account.**

If your business is ever sued, one of the **important issues a court looks at** in deciding questions about your liability protection is whether the LLC owners have co-mingled their personal and business funds and assets. A separate bank account helps prevent this.

**One of the Special Bonuses you get when you use our forms are additional email lessons on "How to Operate Your LLC Properly." You will learn a more about the issue of co-mingling and how to avoid it. I think you will find this information invaluable. ([To learn more about it here – click here](#))**

**The procedure to set up a new bank account** is not really a legal issue. Rather, it's simply a matter of what the bank you choose will require to set up your account. I highly recommend

you call or visit your bank of choice first and simply ask what they will need to set up a new account. Most often, they will request a copy of your filed Articles of Organization together with your new EIN No. Some banks will also ask for a copy of your Operating Agreement and other organizational documents. It will save you time and frustration to call them first and then get all of your documents together before you go in to open the account.

- Now You Are Ready For the Final Instructions -

## FINAL INSTRUCTIONS

### How to Properly Operate & Maintain Your New LLC

**Its no secret that we live in a society where lawsuits are common place.** Lawsuits are being filed in ever increasing numbers and business owners are often the target of such lawsuits. One of the **most important benefits** of your LLC is that it provides you with limited liability protection. [So what is limited liability protection?](#)

Since an LLC is considered to be a legal entity, separate and apart from the individual members or owners, **the law provides limited liability protection** to the members. This means that if someone sues and obtains a judgment against the LLC, the judgment can only be satisfied from the business assets of the LLC and not the personal property of the individual members. (While limited liability protection is not absolute in all cases, you are almost always better off to operate as a separate legal entity than not) The opposite is true if a person operates their business as a sole proprietor or partnership. In this case, a judgment creditor can go after the personal assets of the business owner or partners. This places your home, vehicles, household belongings, retirement, savings, investments, recreational vehicles, boats, and other personal assets potentially at risk.

In a nutshell, the legal theory behind limited liability protection is that when you form an LLC or a corporation, the law considers it **separate and distinct** from the individual owners. The entity is sometimes referred to as a “fictitious person” because it possesses rights and obligations just like an individual. It can purchase property in its own name, be sued in its own name, etc. Whereas, if you operate a business as a sole proprietor or general partnership, the owners of the business are considered one and the same as the business. There is no separation under the law.



Therefore, the **main goal** or focus of liability protection is to set up and operate the entity or structure (LLC) so that it continues to **maintain the separate identity** between itself and the individual owners. Then, if the business is sued, the property of the individual owners is protected because it is not the property of the entity (LLC) but rather is the personal property of the LLC owners or members who are separate and distinct from the entity.

### **The Following Steps Are Important in the Ongoing Process of Operating and Maintaining Your LLC Properly**

**1. The LLC Organization Needs to be Fully Completed and Maintained.** The steps required to do this were covered in Steps 1 - 4 above. Once the LLC is fully organized, the LLC organization with its separate legal identity needs to be maintained. **For example**, if you set up a separate banking account for your LLC but fail to use it, or if you transfer funds back and forth between your LLC bank account and your personal bank account, you are not maintaining the separate identity of the LLC. Another example would be if all members sign an Operating Agreement but then you fail to follow or abide by the provisions of the Operating Agreement.

**2. Determination of Membership Interests.** This should have been taken care of in steps 2 and 3 above. If you haven't done it, then you should do it now. Just as shares of stock are issued to shareholders in a corporation, ownership interests in an LLC must be determined and documented by the members. Ownership interests in an LLC, are usually stated or expressed in the form of a ratio (1/2 or 2/3) or a percentage (50% or 66%). If no membership interests are determined and put in writing, a question arises as to who owns the LLC and who is entitled to vote or make decisions for and on behalf of the LLC. An LLC cannot be properly organized without members or owners.

**3. Holding Meetings and Preparing Minutes.** The shareholders and directors in a corporation traditionally hold meetings and prepare minutes of meetings. One of the benefits of an LLC is that there is no legal requirement for the LLC to hold meetings and prepare minutes of the meeting. However, it is still a **wise business practice** to document important business decisions. [You'll get much more information on this with your follow up email lessons.](#)

**4. Treat LLC Property as Separate from the Individual Members.** Property which is actually owned by the LLC should not be used for the personal benefit of individual members un-

less there is a valid business reason for doing so. If there is a valid reason, then this should be documented in writing and some form of compensation paid to the LLC for the use of the property.

**5. Do Not Commingle LLC and Personal Funds.** Since an LLC is a separate legal entity, a new LLC checking account should be established as soon as the LLC is formed. LLC funds and the members' own personal funds should not be commingled or mixed. The LLC should also maintain a set of business books or financial records that are separate and apart from the members' individual finances. [You'll get much more information on this with your follow up email lessons.](#)

**6. Sign LLC Documents Properly.** The proper signing of LLC documents is important so that a question is not created as to whether the individual or LLC is legally bound. The important thing is that it is obvious that the person signing is doing so for and on behalf of the LLC and not themselves individually. Following, although not the only way, is a commonly accepted way to sign LLC documents. [You'll get much more information on this with your follow up email lessons.](#)

**7. Make Certain That Your Customers, Creditors and Clients are Aware That You are Operating Your Business as an LLC.** You should notify, to the extent reasonably possible, all of your customers, creditors and clients that you are now operating your business as an LLC. This can be done by putting the LLC name on your letterheads, envelopes, business forms, business cards and business checks.

**8. Do Not Run Up Debts in the LLC Name Without the Ability or Intent to Pay the Debts.** This is sometimes referred to as having insufficient money (capitalization) invested in the LLC to pay the debts or obligations of the company. In other words, if you intend to **stiff creditors** by running up debts in the name of the LLC but do not have or do not intend to provide a way to satisfy the debts, courts may look at this as being fraudulent and will likely result in a loss of your limited liability protections. [You'll get much more information on this with your follow up email lessons.](#)

(CONCLUSION BELOW)

## CONCLUSION

I want to re-emphasize that if you organize and operate your LLC properly, you are entitled to limited liability protection. This is a valuable benefit of the LLC and it will provide a shield between business debts or obligations and your personal assets. **The principle is that the LLC is a legal entity separate and apart from its owners.** If a lawsuit is filed against you, you need to be able to prove or demonstrate that you have operated the LLC as a separate legal entity. In a sense, it could be said that you have to earn the right to the protection.

Since each case is decided on the facts unique to that case, **there is no way to insure** that a person will absolutely be guaranteed the liability protection of an LLC. However, if you follow the steps outlined above to get fully organized and to properly operate and maintain your LLC, then I **guarantee you will put yourself in a much stronger position** to insure the liability protection you want and deserve from your LLC.

**- Order Special LLC Forms Here -**

I've prepared 3 different Operating Agreements with the special provisions I recommend to clients. Believe me, not all Operating Agreements are created equal. These are not the usual generic forms you might find on line. They are the same forms used by lawyers for their valued clients and have been reviewed and prepared with important provisions added.

**[CLICK HERE TO GET YOUR LLC FORMS](#)**

**- Your Cost for These 3 Forms Plus Valuable Bonuses is Just \$17 -**

**Disclaimer:** You might think I'm not a good lawyer if I didn't include a disclaimer, so here it is: The information presented herein is provided for general information purposes only. While every attempt has been made to verify the information provided in this report, neither the author nor his affiliates/partners/agents assume any responsibility for errors, inaccuracies or omissions. The LLC Resource Center nor any of its employees or agents can provide legal services or legal advice. The information contained in this Special Report is provided for general information only and should not serve as a substitute for legal advice from an attorney familiar with the facts and circumstances of your specific situation.

**(APPENDIX CONTINUED BELOW)**

**- [Back to Top](#) -**

- APPENDIX -

## More Information to Help With Setting Up Your LLC

**More About Registered Agents.** Every legal entity, whether it be a corporation or LLC, is required to have a **Registered Agent**. Some states call them "resident agents" or "statutory agents." Regardless of what they are called, their function is still the same. A registered agent can be a person or a company that is authorized to accept service of legal process in case of a lawsuit for an LLC or a corporation. A registered agent must have a street address in the state where he/she/it is appointed as the registered agent. A post office box will not work because legal papers cannot be personally served on a post office box.

One of the members (owners) or managers of an LLC can act as registered agent for the LLC so long as they have a street address. This is a common practice and can save some money since most companies that act as registered agent charge an annual fee in the range of \$100 to \$200.



### GLOSSARY OF HELPFUL LLC TERMINOLOGY

**Articles of Organization.** A document filed with the Secretary of State that creates a limited liability company. It can include the name of the company, its purpose, the principal address of business, the Registered Agent's name and address, and its members.

**Asset protection.** A form of financial self-defense which places assets beyond the reach of creditors.

**Assets.** Anything owned with monetary value. This includes both real and personal property.

**Bylaws.** Rules adopted by the corporation itself for the regulation of a corporation's own actions; a subordinate law adopted by a corporation, association, or other body for its self-government or to regulate the rights and duties of its officers and members.

**C Corporation.** Any corporation that is not an S corporation.

**Calendar year.** The accounting year beginning January 1 and ending on December 31.

**Certificate of Organization.** The document that creates an LLC according to the laws of the state. This must be filed and approved by the state.

**Deceptively similar.** A name so similar to another name that the two become confused in the public eye.

**Default rules.** Statutory rules that take effect in the absence of contrary provisions in an

Operating Agreement.

**Dissolution.** Formal statutory liquidation, termination and winding up of a business entity.

**Distribution.** Payment of cash or property to a member, shareholder or partner according to his or her percentage of ownership.

**Double taxation.** Occurs when corporations pay tax on corporate profits and shareholders pay income tax on dividend or distributive income.

**Dividend income.** Dividends that must be declared as regular income for income tax purposes.

**Fictitious business name.** A name other than the registered name under which a company may do business as long as it is not used for fraudulent purposes. Also sometimes called assumed business name.

**Fiscal year.** Any 12-month period used by a business as its fiscal accounting period. Such accounting period may, for example, run from July 1 of one year through June 30 of the next year.

**Foreign LLC.** A limited liability company formed in one state or country but conducting some or all of its business in another state or country.

**Free transfer of interests.** The ability to transfer a membership interest to a non-member without consent of the other members.

**Indemnification.** Financial or other protection provided by an LLC or corporation to its members, managers, directors, officers and employees, which protects them against expenses and liabilities in lawsuits alleging they breached some duty in their service to, or on behalf of, the company.

**Insolvency.** Being unable to pay one's debts because liabilities exceed assets.

**Limited liability.** The condition in LLCs and corporations that frees owners from being personally liable for debts and obligations of the company, with a few tax related exceptions. With company or corporate debt, general creditors cannot attach the owners' homes, cars and other personal property.

**Limited liability company.** A business entity created by legislation that offers its owners the limited personal liability of a corporation and the tax advantages of a partnership.

**Member.** One who contributes capital, property or services to an LLC and in return, receives a membership interest in the company.

**Membership Certificate.** Written instrument evidencing a percentage, interest or unit of ownership of a Limited Liability Company.

**Membership interest.** The right to vote, participate in management decisions and receive distributions from the company.

**Merger.** The absorption of one corporation by another.

**Minutes.** Written records of formal proceedings of stockholders' and directors' meetings. Also used with LLC's.

**Operating Agreement.** A statement of the general principles of a limited liability company which combines

information from the Articles of Organization with resolutions passed unanimously by members. It details economic and management arrangements as well as members' rights and responsibilities.

**Parliamentary procedure.** Rules such as "Roberts Rules of Order," which govern stockholders' meetings, directors' meetings, etc.

**Pass-through tax status.** Profits that are not taxed on the company level but are distributed directly to members who report such profits as dividend income.

**Pro rata.** Members receive rights or dividends based upon percentage of ownership.

**Registered Agent.** A registered agent (sometimes referred to as a statutory agent or resident agent) is a person or company authorized to accept service of legal process or official mail for a legally formed entity such as a corporation or LLC. All entities in every state are required to have a registered agent.

**S Corporation (Subchapter S Corporation).** A small business corporation which elects to be taxed as a partnership or proprietorship for federal income tax purposes. Individual shareholders enjoy the benefits under state law of limited corporate liability, but avoid corporate federal taxes.

**Sole proprietorship.** A business owned by an individual who is solely responsible for all aspects of the business, and where the business and its owners are thus considered the same entity.

**Start-up venture.** A new business having no track record.

**State statutes.** Laws created by a state legislature.

**Statutory agent.** A lawyer, corporation or individual who has assumed the responsibility of being the legal representative for the corporation or LLC for purposes of service of legal papers or official mail.

**I've prepared 3 different Operating Agreements with the special provisions I recommend to clients. Believe me, not all Operating Agreements are created equal. These are not the usual generic forms you might find on line. They are the same forms used by lawyers for their valued clients and have been reviewed and prepared with important provisions added.**

**[CLICK HERE TO GET YOUR LLC FORMS](#)**

**- Your Cost for These 3 Forms Plus Valuable Bonuses is Just \$17 -**

- [Back to Top](#) -

(TERMS OF USE & DISCLAIMER ON NEXT PAGE)

## TERMS OF USE & DISCLAIMER

**Disclaimer:** You might think I'm not a good lawyer if I didn't include a disclaimer, so here it is:

The information presented herein is provided for general information purposes only. While every attempt has been made to verify the information provided in this report, neither the author nor his affiliates/partners/agents assume any responsibility for errors, inaccuracies or omissions. Documents, Inc., dba The LLC Resource Center, Robert Montgomery nor any employees or agents can provide legal services or legal advice. The information contained in this Special Report is provided for general information only and should not serve as a substitute for legal advice from an attorney familiar with the facts and circumstances of your specific situation.

**DISCLAIMER OF WARRANTIES:** The information, legal forms, materials, services, and products (including the products and services offered by or through Documents, Inc., dba The LLC Resource Center and Attorney Robert Montgomery) through this page or related website are provided subject to the following:

ALL OF THE CONTENT, PRODUCTS, FORMS, INSTRUCTIONS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE ABOVE-NAMED ENTITIES AND/OR PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS PAGE AND/OR RELATED WEBSITE PROVIDES LEGAL FORMS AND INFORMATION ABOUT THE LAW AND DO NOT PROVIDE INFORMATION SPECIFIC TO YOUR INDIVIDUAL CIRCUMSTANCES. THE LEGAL FORMS AVAILABLE ON THIS SITE ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY. LEGAL ADVICE OF ANY NATURE SHOULD BE SOUGHT FROM AN ATTORNEY FAMILIAR WITH YOUR SPECIFIC CIRCUMSTANCES.