



INTERNATIONAL
COMPANIES
PLANNING TO DO
BUSINESS IN THE USA

...WE HAVE THE
ANSWERS
YOU NEED!

DOING BUSINESS IN THE UNITED STATES

by Kelly Bagla, Esq.



DOING BUSINESS IN THE UNITED STATES

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kelly@baglalaw.com

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About the Author **KELLY BAGLA, ESQ.**

Kelly Bagla, Esq. is an award-winning corporate attorney who practices in San Diego, California. She is a bestselling author, an inventor who has been selected Top Woman Entrepreneur by *LA Dreams Magazine*. Kelly was nominated one of *San Diego Business Journal's* Business Woman of the Year and named Top Lawyer by *Marquis Who's Who*. Kelly has been selected Attorney of the Month by *San Diego Attorney Journal* and she won Best of 2020 Oceanside Business Services award. Kelly was chosen as one of the Top 20 Businesswomen to watch in 2020 by *Insights Success Magazine*, and *Industry Wired Magazine* named her a Top Transformational Woman Leader. Kelly is the host of the Podcast, *Go Legal Yourself* (get the App – it's free), Judge on *Everyday Edisons* Emmy award winning TV show, TV personality and Speaker.

A multi-degree lawyer, Kelly began her career with the largest international law firm in the world, Baker & McKenzie, where she advised domestic and international clients on all corporate matters.

Kelly has successfully founded Bagla Law Firm, APC and is currently celebrating its 11th anniversary. She is also the founder and CEO of GoLegalYourself.com an online company that sells legal tools to savvy entrepreneurs.

Kelly has authored two books: *Go Legal Yourself*, and *Go Own Yourself*. Both books support and promote entrepreneurship.

Kelly has been interviewed by prestigious publications such as *Business View*, *Aspioneer*, *Inventors Digest*, *California Business Journal*, *SDVoyager*, *LAVoyager*, and *StarCentral* to name a few, for her achievement, innovation and determination in helping entrepreneurs start successful businesses. Kelly is a monthly contributor to *Homeland Magazine* and *San Diego Veterans Magazine*. She was also chosen to write a full chapter in *The Growth Formula* by Kal Reece, *How Industry Leaders Overcome Fear, Debt & Financial Challenges*.

Kelly's passion is to help entrepreneurs achieve their dreams and she lives by her own moto: **"Grab the world by the pearls, it's yours for the taking!"**

Kelly and her husband, Brent, live in San Diego with their four beautiful dogs.

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DOING BUSINESS IN THE UNITED STATES

LAND OF OPPORTUNITY

As the country with the world's largest economy, the United States offers some of the best business opportunities in the world.

With a population of over 327 million, it offers a large consumer marketplace for domestic and overseas investments. The annual growth rate of US GDP is 3.14% and with a GDP at about \$22.32 trillion in 2020, it represents 35% of all global economic activity.

But the size and scale of the country also represent significant challenges to the unwary. With 50 different states, the federal system means that legal requirements vary across state borders, so maintaining compliance can be a real hurdle to a business entering the market for the first time.

Understanding the requirements of doing business in the US is crucial to a successful business expansion strategy. Set forth in this booklet is important information to consider when doing business in the United States.

ENTITY CHOICE

A foreign company entering the US must decide on the form of business entity it will use to conduct its US operations. The most common types of domestic business entities are corporations and limited liability companies (LLCs). Each business form has its own benefits and the choice of form depends on case-specific legal and business factors. Each type of business entity must be formed according to the laws of the state in which the entity is formed. All entity types require organizing documents to be filed with the state government.

BRANCH OFFICE

A foreign company is not required to conduct business in the US through a US entity and could instead open a branch office. Doing so, however, is generally not advised for tax and liability reasons. A branch office, unlike a subsidiary, is not a separate legal entity of the parent company. A branch office is considered to be the foreign company operating in the US. If a foreign company establishes a branch office in the US and conducts business in the US, the entire company is considered to be “doing business” in the US. This can subject the company to taxation on all income earned, rather than limiting taxation to the income of the branch office. Furthermore, liability of the foreign company would not be limited to liability incurred at the branch level. Accordingly, foreign businesses coming to the US do not generally elect to open a branch office unless specifically advised to do so by a US attorney. Selecting one of the entity forms discussed below is typically more advantageous than opening a branch office.

CORPORATIONS

Many foreign companies do business in the US as corporations. Corporations are organized under state law and each state has its own rules for creating and operating corporations. In the US a corporation may be created

under the laws of one state and have its principal place of business in a different state. A logical choice is to incorporate in the state where the business intends to locate its operations. The state of Delaware is a popular choice for business to incorporate in due to predictable and business-friendly laws.

To form a corporation, a certificate of incorporation must be filed with the Secretary of State, in the chosen state. In most states, the owners (also called “shareholders” or “stockholders”) of a corporation, elect directors, who set company policy and elect officers, such as a company president, vice president, secretary, and treasurer. The directors of a US corporation can be foreign nationals and must be natural persons and not foreign companies. The rules for operating the corporation are commonly included in the company’s written bylaws. The internal structure and bylaws of corporations are similar across jurisdictions but can be customized to meet individual company needs.

The most common corporate form is called a C-corporation. C-Corporations are taxed at the corporate income tax rate separate from the company’s owners. This means that profits distributed as payments to the owners are taxed twice, first at the corporate level and second at the owner level. This double taxation can be avoided by US companies by electing to be treated as an S-Corporation, which is a “pass through” entity for federal tax purposes. A foreign company, however, cannot elect to be treated as an S-Corporation.

US law treats corporations as legal persons, meaning that a corporation can enter into contracts, sue and be sued, and carry its own liabilities as a natural person does. In general, individual owners can avoid personal liability for the actions of the corporation and, in the event of insolvency, the corporation can declare bankruptcy without putting the owners’ personal assets at risk.

It is, however, important for the owners to maintain corporate formalities and keep separation between the owners' personal affairs and company business in order to prevent creditors from imposing liability on directors and owners personally. Protection from personal liability for directors and owners is among the most important features of a corporation.

LIMITED LIABILITY COMPANIES

Another choice of entity is a Limited Liability Company (LLC). Like a corporation, an LLC is formed by registering with the Secretary of State in the state in which the company is to be created. As with a corporation, an LLC is governed by the laws of the state in which the LLC is formed. An LLC must have at least one member, and members do not need to be natural persons.

LLCs offer flexibility with respect to how the company can be financed and managed. The owners of an LLC, called "members," typically design and create an "operating agreement" which governs the operation and organization of the LLC. While most companies elect to create an operating agreement, doing so is optional. For example, under Delaware law, members are not required to adopt a written agreement, but without an operating agreement, the LLC will be governed by default provisions set forth by Delaware state statutes. Likewise, if the operating agreement leaves out certain provisions, the default provisions of Delaware's LLC law will apply.

Unlike corporations, LLCs can elect to be taxed as a corporation or to have income "pass through" to members and be taxed at the member level. Many foreign companies prefer to be taxed at the corporate level to avoid having distributions to members reflected on their personal tax returns.

Like a corporation, an LLC has a legal identity separate from its members. Members' personal liability is therefore limited to their investments. As with

corporations, creditors may only reach members' personal assets in limited circumstances where the members disregard the separate corporate identity of the company or use the LLC as a shell to avoid liability for a parent company.

BANKING

Once you have an entity established, you'll need to open a business bank account. It can be difficult to open a bank account in the US for a foreign entity without a US presence. But creating a relationship with your attorney in the US can help with the formalities of opening a bank account. Even once a foreign individual or company has created a US entity, it is not uncommon for banks in the US to be more willing to lend money to US businesses over their foreign counterparts. Once a foreign business has been successfully doing business in the US for a period of time, that business often has increased access to capital through US banks.

EMPLOYER IDENTIFICATION NUMBER

A new company must obtain an Employer Identification Number (EIN) from the Internal Revenue Service. The EIN is required for filing taxes and to identify the company. This number is often required before a company can transact business or open a bank account. In order to obtain an EIN, an applicant may apply by filling out an "SS-4" form. This can be done online (www.irs.gov), by mail, or by fax. Foreigners without an Individual Taxpayer Identification Number (ITIN), however, cannot use the online service to obtain an EIN. International applications may be made by telephone by calling 267-941-1099 to obtain their EIN. The person making the call must be authorized to receive the EIN and to answer questions concerning the SS-4 form.

CONTRACTS

Contracts are governed by state law. Generally speaking, if parties enter into a written agreement, courts will interpret that agreement based on the plain

language of the writing, the parties' conduct, industry custom, and applicable laws. However, all 50 states have adopted some variation of the Uniform Commercial Code (UCC), which generally applies to any contract for the sale of goods over \$500. When interpreting such contracts, courts will look to UCC provisions to fill in gaps that the parties did not address in their agreement.

Not all countries require consideration for contract formation, but in the US, an agreement without consideration is invalid. Performance or a return promise must be bargained for between the parties in order to qualify as consideration. For example, consideration can be money, performance of a service, or forbearing from doing something.

CHOICE OF LAW AND VENUE

Because US contracts are governed by state law, all contracts should include a "choice of law" clause that designates which state's laws to use in interpreting the agreement. Similarly, a contract may include a "choice of venue" clause that designates the state in which a lawsuit may be brought to enforce the contract. Making these selections allows for predictability and avoids litigation in unfamiliar or distant jurisdictions.

LABOR AND EMPLOYMENT

Foreign business coming to the United States must comply with US law when hiring employees that will be working in the US. US laws distinguish between "employees" and "independent contractors." Employees are subject to tax withholding requirements and protected by federal labor laws. Independent contractors, on the other hand, are not subject to tax withholding requirements and are not covered by many labor laws, such as federal minimum wage. A true independent contractor exercises a greater degree of behavioral and financial autonomy than an employee. Companies doing

business in the US need to be aware of these distinctions and accurately classify workers. If a government agency or court determines a worker is actually an employee rather than an independent contractor, the employer can be liable for back taxes and civil claims under labor laws.

EMPLOYMENT/EXPAT LABOR CONTRACTS

Contracts governing employee relationships between foreign owners in the US and foreign employees in the US must comply with US law. Many companies enter into employment contracts with their key employees such as executives, officers, top managers, and others whose technical or commercial skills are integral to the business. These employment contracts may set the scope and term of employment and the conditions under which the parties can terminate the relationship. Absent such an agreement, an employee is considered “at-will” and the employer or employee may terminate the relationship for any lawful reason without notice in nearly all US states.

Employers must also comply with US wage and hour laws when entering into contracts with their US employees. For example, the Fair Labor Standards Act (FLSA) requires employers to pay at least the federal minimum wage and time and one-half overtime pay for each hour over 40 per week. If an employee is working in a state with a higher minimum wage, the employer must pay the higher state minimum. Employers must also comply with the Family Medical Leave Act (FMLA), which sets standards for employee absence due to qualifying medical or family reasons. Employees are allowed 12 weeks off unpaid maternity leave, under the FMLA.

INTELLECTUAL PROPERTY AND INVENTOR AGREEMENTS

Under US law, discoveries and inventions made by an employee during their employment generally belong to the employer. Nevertheless, it is common

for employment contracts to contain language expressly granting such rights to the employer and requiring that the employee cooperate to secure federal registration of the intellectual property at issue. Employment contracts can also be used to broaden the scope of an employer's rights to include any and all discoveries and inventions related to the business or made using company equipment during the employment term. Employment contracts can further be used to limit employees' ability to derive inventions from their knowledge of proprietary systems or information.

NON-DISCLOSURE AGREEMENTS

Many US employers require employees to sign broad non-disclosure agreements to prevent employees from sharing proprietary information with competitors or any other valuable, unflattering, or otherwise sensitive information. Non-disclosure agreements are also common before negotiating deals that involve exchanging sensitive information.

NON-COMPETE AGREEMENTS

Non-compete agreements that limit a former employee's ability to work for a competing company can be tricky under US law. Such agreements are flatly unenforceable in some states and are construed narrowly by courts. Nonetheless, they are often favored by employers and can be effective in some instances. Where allowed, non-compete agreements must be reasonable in scope, time, and geography and may not make it impossible for the former employee to earn a living in their field.

EMPLOYEE HANDBOOKS

Employee handbooks are often used to provide instructions to orient new employees and to set forth company policies. Employee handbooks, however, are not a substitute for an employment contract, even when the handbook is signed by the employee. Representations in the handbook, might, however, be construed to modify employment terms in certain

circumstances. Accordingly, it is common for employers in the US to avoid language that could create an expectation of continued or perpetual employment for an at-will employee.

ANTI-DISCRIMINATION LAWS

Federal and state laws broadly prohibit discrimination based on an employee or potential employee's race, color, national origin, religion, age, gender, disability, marital status, and veteran status. Employers are also prohibited from punishing employees who report discrimination. These anti-discrimination laws must be complied with at all stages of employment, including during hiring, advancement, and termination. Many states and localities have enacted additional laws that extend further protections on the basis of, for example, sexual orientation or gender identity. This is an evolving area of law in the US.

In order to ensure compliance with all anti-discrimination laws, companies often codify anti-discrimination policies in an employee handbook and educate managers and supervisors on these laws. An employer that knowingly allows an employee to engage in discriminatory conduct can be liable for that employee's actions, even if the company policy prohibits discrimination.

INTELLECTUAL PROPERTY

The US has robust intellectual property laws that protect intangible assets that add value to businesses and distinguish brands and products. There are four primary forms of intellectual property in the US: patents, copyrights, trademarks, and trade secrets.

PATENTS

A utility patent protects the functional and structural aspects of an invention. In order to secure a patent, the invention must be new, novel, and non-obvious. New, original, and ornamental designs for an article of manu-

facture can also be patented in the US. Once a patent is granted by the US Patent Office (USPTO), the patent owner has the right to exclude others from making, using, selling, and importing the invention or design in the US for a period of 20 years from the application filing date. A foreign company doing business in the US may not infringe the patent rights of a US company. If the patent owner believes its patent rights are being violated, the owner can bring an infringement action in federal court and seek damages and an injunction.

Companies should note that foreign patents are unenforceable in the US. A foreign company introducing a unique product into the US market may be able to obtain protection for its invention by securing a US patent, provided that the invention has not been marketed or sold in another country. Obtaining a patent in the US, however, requires US patent counsel and can be time-consuming and expensive.

TRADEMARKS

Trademark rights in the US are based on the use in commerce of a word, name, symbol, or combination thereof which the public sees as indicating the source of goods or services. Federal protection for a trademark is secured by registering the trademark with the USPTO. A registered trademark holder can sue competitors whose marks deceive or confuse customers or dilute the value of the registered owner's brand. Trademark owners may also register their mark at the state level, but state registration confers fewer rights than federal registration. Foreign companies should consider seeking trademark protection for company and product names by registering with the USPTO.

Like foreign patents, foreign trademarks are not enforceable in the US. Rather, trademarks are territorial and must be filed in each country where protection is sought. The Madrid Protocol, however, makes it easier to

register a trademark in multiple countries. By filing one application with the USPTO, U.S. applicants can concurrently seek protection in up to 84 countries.

Separate from USPTO registration, the user of a mark may acquire certain common law trademark rights by using the mark in commerce. These rights, however, are limited and much less clearly defined than those granted by formal registration.

COPYRIGHTS

US copyright law gives the author of a work exclusive rights in the work for the life of author plus seventy years (for works created on or after January 1, 1978). Copyright protection is available for literary, musical, architectural, artistic, graphic, sound recordings, and other works that are written down or otherwise fixed in a tangible medium. The exclusive rights granted to the copyright owner include the right to reproduce the work, prepare derivative works based on the original, distribute copies of the works, perform the work publicly, and display the work. Both published and unpublished works are protected by copyright.

Copyright protection is automatically secured when the author creates the work—registration is not required for protection. This protection applies to unpublished works regardless of the nationality or domicile of the author. As a result of various treaties to which the US is a party, published works authored by foreigners may also be protected by US copyright law if certain conditions are met. Although registration is not required, federal registration does confer substantial benefits, including the ability to enforce the author's rights in court and to obtain additional remedies for infringement. Registration is easily completed through the Copyright Office.

TRADE SECRETS

A trade secret is any information that adds value to a business or provides a competitive advantage to the owner because the information is not known by others. For example, a trade secret could be a formula, a device, a compilation of data, or a manufacturing technique. Trade secrets are broadly protected by state law in all 50 states. Trade secrets are also protected under federal law as of the May 2016 passage of the Defend Trade Secrets Act. The owner must make reasonable efforts to maintain the secret for continued protection. Trade secret law can protect intellectual property that is not patentable but is crucial to a company's operations or product. Companies often require that employees sign agreements to protect trade secrets.

TAX

Given the complexity of US tax law, careful tax planning and counsel is important for all companies doing business in the US. Companies in the US are subject to separate federal, state, and local taxes. The federal government, through the Internal Revenue Service (IRS), collects income tax, capital gains tax, tax on dividends, interest, and other passive income, and employee payroll taxes. Businesses will also likely have some additional tax obligations in the state in which they conduct business.

TAX TREATIES

The US is party to bilateral tax treaties with numerous foreign countries. If your home country has a tax treaty with the US, the tax treaty should be consulted as a primary tax planning tool. These treaties have significant differences, but generally aim to prevent double taxation and tax evasion and to facilitate commerce between countries. Many treaties set forth the conditions under which a foreign company has a "permanent establishment" in the US, which affects whether the business will be subject to federal income taxes. If a provision of a relevant tax treaty results in a foreign

company owing less federal income tax, this benefit must be claimed on the company's federal income tax return and the specific provision must be cited on the return form. Failing to comply with this requirement can result in significant penalties. Operating through a US entity, such as a corporation, eliminates some of the concerns about double taxation that foreign companies rely on tax treaties to resolve.

CORPORATE INCOME TAX

A corporation formed in the US is subject to federal income taxes on all of its income earned anywhere in the world. The tax is levied on net taxable income, which is gross income less allowable deductions. There are a wide variety of deductions available to taxpayers and the rules governing those deductions are complex. Companies in certain sectors may also be eligible for tax credits, which are often used to incentivize investment in emerging industries like renewable energy. Tax credits are particularly valuable compared to deductions because they reduce a company's tax bill dollar-for-dollar.

TRANSFER PRICING

Foreign companies doing business in the US may not shift profits to a foreign parent company to avoid taxes. The practice of "transfer pricing" occurs when a foreign parent company charges the US subsidiary exorbitant prices for goods or services, such as inventory or management services, in order to move pre-tax money overseas. The IRS can investigate companies for this practice and may impose steep penalties for violations. Defending a US tax audit is expensive and time-consuming, further adding to the costs of non-compliance. Any short-term benefits gained are outweighed by the risk of being audited and caught by the IRS.

INDIVIDUAL/EXPAT INCOME TAX

Individuals that are US citizens or US resident aliens are subject to tax on their worldwide income, regardless of where they work or live. Generally, an individual is considered a US resident for tax purposes when they either obtain legal permanent residency status or are present in the US for at least 183 days of the latest tax year. Even if an individual is not a US resident or legal permanent resident, such individuals must still pay US federal income tax on income earned in the United States.

In either case, a foreign individual would benefit greatly from proactive tax planning with a US tax professional. Such professionals are aware of numerous deductions, exemptions, and tax credits that minimize tax liability and ensure compliance with the law. As is the case with corporate income taxes, individuals can be subject to harsh penalties for failure to pay US taxes.

PRODUCT LIABILITY

US product liability laws differ greatly from product liability laws in other countries. Unlike in many other countries, a majority of US states have adopted the doctrine of strict liability in tort. The adoption of strict liability expanded the scope of entities that can be liable for product injuries and lessened the proof necessary to establish such liability. Under strict liability, a company anywhere in the production chain (makers, distributors, retailers) can be liable if they sell a product in a defective condition that is “unreasonably dangerous” to the user. This is true even if the seller was not negligent (meaning the seller exercised reasonable care) and even if the consumer did not enter into a contractual relationship with the seller. The focus of the inquiry is on the product and not the conduct of the seller.

A company could also be held liable to an injured consumer under a separate negligence theory, or for breach of warranty. A company is negli-

gent if it fails to meet the standard of care that a reasonable company should have exercised under the circumstances, such as in the design or manufacture of the product. A company could also be found negligent for failing to warn consumers of a product's dangers. Warranty claims arise from a contractual relationship between the injured person and the seller of the product. In the US, warranties may be express or implied.

Unlike in many other countries, damages for product liability cases are commonly decided by juries and may include compensation for all direct and indirect losses caused by the injury. This means that damages in product liability cases can be very high.

Because the entire production chain could potentially be liable for harm caused by a product, it is important for businesses to include indemnification provisions in US sales contracts. An indemnification provision is an agreement by one party to compensate the other for certain costs and expenses. Under a typical indemnification clause, the obligor (the party giving indemnification) agrees to reimburse the obligee (the party receiving indemnity) for any losses, liabilities, claims, or causes of action that arise from or are related to injuries caused by the product. It is also possible to negotiate a defense clause where one party agrees to defend the other against lawsuits filed by injured third-parties.

In addition to negotiating indemnification and defense clauses, foreign companies doing business in the US should consider carrying adequate insurance coverage to protect against product liability claims.

IMMIGRATION

All foreigners coming to the US to work must obtain permission to do so in the form of a visa. US visa laws are complicated and strictly federal.

Individual states do not regulate or provide visas. Visas are issued by the US embassy or consulate abroad. Many types of visas, including most types of work visas, require approval from US Citizenship and Immigration Services.

It is important for foreigners to obtain the correct type of visa for their stay in the US. There are numerous employment categories for admission to the US and there are particular categories for investors, for business visitors, and for sponsor-based employment. Many entities bringing a business to the US seek advice from a US immigration attorney to select the correct visa category and to avoid application mistakes.

Each of the numerous types of visas have different requirements and allow for different authorized lengths of stay in the US. For example, the E-2 non-immigrant visa allows individuals from countries with which the US has a treaty of commerce and navigation to be admitted to the US if the person seeking the visa is investing a substantial amount of capital in a US entity. The individual must be seeking to enter the US solely to develop and direct the investment entity. Separate visas may also be obtained for employees and family members of qualifying E-2 visa recipients. A qualified individual can stay in the US on an E-2 visa for an initial stay of 2 years and requests for extension of stays may be granted in additional 2-year periods.

It is critical for foreign business owners and their workers to adhere to the terms of their particular visa as any violation can result in removal from the US or denial of re-entry into the US.

CONCLUSION

Doing business in the United States can be very complex and navigating the US legal system will require the help of an expert. Bagla Law Firm, APC has helped many foreign companies do business in the US and we are ready to help you!

Please contact us to start your business expansion into the United States of America.

www.BaglaLaw.com

Kelly@BaglaLaw.com

5857 Owens Ave, Ste 300

Carlsbad, CA 92008

Cell: 760-525-4540

Office: 760-784-9109

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