



BY BONNIE E. BERRY

Practice in a Minor Key

CALIFORNIA LAW PRESENTS SOME CHALLENGING ISSUES FOR LAWYERS REPRESENTING YOUNG ENTERTAINERS

Lawyers representing young artists in the music industry will encounter innumerable issues particular to their clients' status as minors. Contract and labor issues, allocations of income earned, educational requirements, and medical issues all significantly affect this task. Although California has the most comprehensive legal framework to protect children in the entertainment industry, issues outside the realm of contracts and legislation also frequently arise. While much of the legislation is geared specifically toward child actors who perform in television and motion pictures, these laws often do not address the specific environment and obligations of the child musical performer. As a result, parallels and extrapolations are often drawn without a specific legislative mandate.

When entering into a contract with a minor, the most important responsibility is to have the contract confirmed, if possible, by a court. Entering into contracts with minors without obtaining court approval is a risky proposition. According to Family Code Section 6710, "A contract of a minor may be disaffirmed by the minor before

majority." Once an agreement is disaffirmed, a minor has no further obligations to perform under it. As the court stated in *Neimann v. Deverich*, "It is the policy of the law to protect a minor against himself and his indiscretions and immaturity as well as against the machinations of other people and to discourage adults from contracting with an infant. Any loss occasioned by the disaffirmance of a minor's contract might have been avoided by declining to enter into the contract."¹

There are only two ways that an adult or entity that contracts with a minor can avoid the potential consequences of a minor's disaffirming the contract. First, a contract with a minor that fits within the exceptions set forth in Family Code Section 6712 cannot be disaffirmed. Under this statute, an otherwise valid contract entered into with a minor may not be disaffirmed if the contract is to pay the reasonable value of things

Bonnie E. Berry, a partner with Kirkpatrick & Lockhart, LLP, is the chairperson of the firm's Entertainment Department and represents recording artists, songwriters, music production companies, screenwriters, and filmmakers.



necessary for the support of the minor or the minor's family, these things have been actually furnished to the minor or to the minor's family, and the contract is entered into by the minor when not under the care of a parent or guardian able to provide for the minor or the minor's family.² The second method is to have the contract court approved.

To protect the interests of minors as well as adults and entertainment companies that contract with them, the California Legislature enacted minors' entertainment contract statutes.³ These statutes authorize the superior court to approve or disapprove a minor's entertainment-related contracts. California Family Code Section 6750 provides that contracts in which the minor is "employed or agrees to render artistic or creative services" may be approved by the superior court and thus not subject to disaffirmance under Family Code Section 6751. Section 6750 defines artistic or creative services to include, without limitation, "services as an actor, actress, dancer, musician, comedian, singer, stunt-person, voice-over artist, or other performer or entertainer, or as a songwriter, musical producer or arranger, writer, director, producer, production executive, choreographer, composer, conductor, or designer." Section 6750 also provides that contracts with studios, production companies, record labels, and music publishers are affirmable. Family Code Section 6751(a) provides that a contract for the rendition of artistic or creative services cannot be disaffirmed on the grounds of being a minor if the contract has been approved by the superior court.

The superior court will consider the following factors: 1) whether the minor's contract is fair and reasonable, 2) the minor's financial and educational interests, 3) the proper development of his or her talents, and 4) the chances of professional success.⁴ Section 6751 also provides that if the entertainment agreement at issue has not been court approved, the agreement can be disaffirmed by the minor and is then rendered void ab initio.⁵

Problems for Managers

In addition to the contracts detailed in Section 6750 of the Family Code, Section 1700.37 of the Labor Code allows talent agency agreements with minors to be affirmed.⁶ The California Attorney General also has opined that a minor athlete could not disaffirm his personal services contract with a sports manager after the contract had been approved by the superior court.⁷ However, the Los Angeles Superior Court will not confirm contracts between minors and managers in the entertainment industry, because such agree-

ments are not included among the confirmable contracts enumerated under Family Code Section 6750. The underlying theory for the exclusion of management agreements is that Section 6750 governs agreements in which the minor is "employed or engaged" by another person or entity. In contrast, however, artists engage or employ the manager.

While this distinction appears reasonable on its face, in reality it serves as an example of the inconsistency between the representation of child musical performers and child actors, because child actors often are represented by agents whereas musicians always are represented by managers. Because managers effectively cannot make contracts with child musical performers, however, they instead often create production companies, since music production agreements are affirmable.

The distinction between minors in the music business and minors in the film and television industry, which relates to Section 6750, is untenable in view of a well-known exception to Labor Code Section 1700.4, which defines "talent agency" as a person or corporation that engages in the occupation of procuring, offering, promising, or attempting to procure employment or engagements for an artist or artists. The section contains an exception that is frequently of great significance to those representing the interests of any recording artist. According to the section, the activities of procuring, offering, or promising to procure recording contracts for an artist or artists do not by themselves subject a person or corporation to regulation as a talent agency. This exception has been upheld in court. In *Wachs v. Curry*, the court held that a rational basis existed for exempting persons who procure employment agreements for recording artists.⁸

The *Wachs* court endorsed the California Entertainment Commission's reasoning that determined:

A recording contract is an employment contract of a different nature from those in common usage in the industry involving personal services. The purpose of the contract is to produce a permanent and repayable showcase of the talents of the artist. In the recording industry, many successful artists retain personal managers to act as their intermediaries, and negotiations for a recording contract are commonly conducted by a personal manager, not a talent agent. Personal managers frequently contribute financial support for the living and business expenses of entertainers. They may act as a conduit between the artist and the recording company, offering suggestions about

the use of the artist or the level of effort that the recording company is expending on behalf of the artist. However, the problems of attempting to license or otherwise regulate this activity arise from the ambiguities, intangibles and imprecisions of the activity. The majority of the commission concluded that the industry would be best served by resolving these ambiguities on the side of preserving the exemption of this activity from the requirements of licensure.⁹

Accordingly, music industry managers are allowed to procure employment for their recording artist clients without talent agency licenses. The courts recognized that personal managers in the music industry primarily advise, counsel, direct, and coordinate the development of the artist's career. They advise in both business and personal matters, frequently lend money to young artists, and serve as spokespersons for the artists.¹⁰

But unlike talent agents who represent minors, the managers of minor recording artists are not allowed to have their contracts confirmed. This inequity places managers in an extremely vulnerable position in which they may lose their commissions and relationships with minor artists once record deals are obtained. The lack of security leads adults who are interested in developing a minor's musical talent to establish themselves as production companies, since music production agreements are affirmable.

Unfortunately, production company agreements are usually significantly more onerous and invasive than management contracts. For example, production companies frequently demand ownership of the artist's professional name, retain publishing and merchandising rights, and contract with the major record label in lieu of the artist. Additionally, whereas managers rarely receive commissions in excess of 20 percent of the artist's gross earnings, a production company typically splits all revenues 50-50 between itself and the artist (regardless of how many members are in the recording group). Thus, what was intended to be legal protection—the ability of minors to disaffirm contracts with managers—has backfired; parents and talented children are often compelled to relinquish more, financially and creatively, to production companies than they normally would have to give to managers.

Contracts with Parents

Many managers often believe that parental consent, parental acknowledgement, or parental assumption of the minor's obligations will defeat the minor's ability to disaffirm. Creative services contracts often have

language that the parent guarantees the child will perform his or her obligations and that the parent is liable if the child disaffirms or otherwise fails to perform under the agreement. Lawyers have drafted and sought to enforce such language in entertainment contracts by extrapolating from cases such as *Hohe v. San Diego Unified School District*¹¹ and *Aaris v. Las Virgenes Unified School District*.¹² In both *Hohe* and *Aaris* the courts held that parents were still bound by the release forms they signed on behalf of their children to permit the children's participation in school-sponsored activities, despite the child's disaffirmance.

However, a parental signature does not validate an entertainment contract with a minor that has not been court approved. If the legislature intended that a parent's signature would serve the same purpose as obtaining court confirmation pursuant to Family Code Section 6751, it is highly unlikely anyone would ever need to petition the court for approval. The intent of the legislature was to allow judicial scrutiny of entertainment agreements involving minors in order to determine the reasonableness and fairness of the provisions contained in each agreement. If a parent's acceptance and execution of the agreement were sufficient, there would be no need for the judicial supervision mandated by the legislature. Additionally, for public policy reasons, an agreement is not enforceable against the minor simply because it contains a parental signature. To enforce a contract obligating a minor to perform promotes involuntary servitude.

Although contracts that bear parental signatures are disaffirmable by child performers, parental signatures may expose the parents to liability based upon reliance by third parties. Typically, the agreement is not enforceable against the parent because once it has been voided there are no surviving rights to derive from the underlying agreement. There are, however, a few cases in which extremely specific language in an agreement resulted in a court's conclusion that the minor's disaffirmance did not extinguish alleged duties on the part of the parent.¹³ *Raden v. Laurie* involved a minor defendant and a minor defendant's parent who engaged the plaintiff talent manager to provide counseling to the minor and the parent. The agreement was drafted in the form of a letter and clearly used language instructing the plaintiff to provide services to both the minor and the parent: "One of your duties hereunder shall be to counsel and advise us in connection with the selection and employment of agents to represent the undersigned [child]...."¹⁴ The court held that because both the minor and the parent employed the plaintiff to provide counsel, the



disaffirmance of the minor's obligation did not relieve the parent's obligation.¹⁵ Parental consent to or parental acknowledgment of a manager rendering services to a minor is not the same thing. Accordingly, practitioners representing managers should draft agreements involving parents and minors in such a way that the services are being rendered to both the parent and child. This is especially true since most of the communications and decisions are often made between the parent and the manager rather than the child and the manager.

Child Labor Rules

California has numerous laws designed to protect the child performer. These laws protect the minor's financial interests, govern the type of environment in which the child actor works, and ensure that the child's educational needs are not overlooked. Pursuant to Family Code Sections 6752 and 6753, a portion of the minor's earnings from any of the contracts enumerated in Section 6750 must be set aside in trust until the minor reaches the age of 18. The Coogan law,¹⁶ originally enacted in 1939 and named after silent picture actor Jackie Coogan (whose parents squandered all his earnings), was amended in January 2000. Under the amended law, a minimum of 15 percent of the minor's gross earnings in connection with the minor's activities in the entertainment industry must be set aside in trust, whether or not the minor's contract has been court approved. The revised law also stipulates that all the minor's earnings are the separate property of the child (rather than the community property of the parents), requires timely deposits of such funds, and allows all or part of such funds to be invested in acceptable investment opportunities such as broad-based index funds and government securities. In an interesting twist, the revised Coogan law also imposes a fiduciary duty, governed by California trust law, on those responsible for the child's earnings to act with due diligence in the management of this income.

The Division of Labor Standards Enforce-

ment also has very specific provisions to protect minors in the entertainment industry. The DLSE requires that minors employed in the entertainment industry must have a permit to work and employers must have a permit to employ.¹⁷ These permits are also required for minors making phonographic recordings and musical performances. The DLSE stipulates that minors may not work more than 8 hours in a day or more than 48 hours in a week, and only between the hours of 5 A.M. and 10 P.M., and that a studio teacher be continually present. California limits the working hours of minors according to age. Within a 24 hour period, minors between the ages of 9 and 16 are permitted at the place of employment up to 9 hours, in which the minor may not work more than 5 hours and must receive at least 3 hours of schooling. Minors between the ages of 16 and 18 are permitted at the place of employment for 10 hours, in which the minor receives 3 hours of school and works a maximum of 6 hours. No minor may work between the hours of 10 P.M. and 5 A.M. on any day before a school day. Work time includes makeup and hairdressing while in the minor's home, both of which are prohibited before 8:30 A.M. Parents and employers who violate this section can be charged with a misdemeanor. The permits may be denied, revoked, or suspended if the regulations are violated.

In addition to the DLSE standards, SAG and AFTRA have clear language regarding the protection of minors in the entertainment industry. Paragraph 35 of the AFTRA 1997-2001 National Code of Fair Practice for Sound Recordings requires that a minor not be employed by signatory companies unless the performance environment is proper for the minor, the conditions of employment are not detrimental to the health and morals of the minor, the minor's education will not be compromised by the employment, and the company will comply with all applicable education laws. It is the intent of this provision that the best interests of the minor be the primary consideration, with due regard to the age of the minor.¹⁸

Yet despite what appears to be clear policies of the DLSE and AFTRA, in practice these regulations are often unknown, ignored, or routinely overlooked by record company employees, tour promoters, video directors, and others in the music industry, especially as deadlines and budget restrictions loom. When a musical artist is touring or recording an album, many of these provisions are rendered meaningless. Within the course of a day, artists frequently find themselves running from radio station drop-ins to in-store appearances to meet and greet with local press and record label representatives before performing at concerts. Not only is the minor's workday much longer than permitted under the DLSE but studying is almost impossible under such circumstances.

Although California Education Code Section 48224 exempts children from attending public school full time if a private tutor instructs them, the tutor must hold a state teaching credential for the grade level of the minor.¹⁹ The child must attend classes between 8 A.M. and 4 P.M. for at least three

hours a day for 175 days in a calendar year. The private instructor is supposed to be provided by the employer, but it is sometimes difficult getting the record label to recognize this financial obligation, especially given the unpredictability of a recording artist's schedule. A musical performer is often requested on short notice to appear at various events, and time spent in the recording studio is often dictated by the availability of the producers. Even when the minor is not on the road touring or in the studio recording, the minor still may find it is too difficult to attend school and will need to be taught by the tutor instead. The record label may ignore or even resist the obligation to pay for the tutor during a performer's so-called downtime. The attorney representing the minor should have language regarding the tutor included in the contract to eliminate any later questions or discussions about the label's obligation.

The music lawyer should also anticipate issues that arise when the child performer is on tour, especially while traveling out of the country. When touring abroad, child musical

performers frequently travel without their parents. Instead they are often accompanied by the tutor, road managers, personal managers, and record label representatives. Problems arise when a minor needs to sign legal documents or needs emergency medical care while away from his or her parents. Without parental consent, contracting parties and medical caregivers may be unable to assist the minor. Attorneys can prepare their clients for these types of situations by drafting a limited durable power of attorney. The power of attorney should provide that when the child is out of the country or away from his or her parents for specified periods of time, certain designated adults traveling with the child are authorized agents for the child. The notarized power of attorney should authorize the agents to make any nonmedical decisions, including signing legal instruments such as replacement passport applications, as may be required for the personal care of the child while he or she is out of the country. This authorization should also include the right to consent to any necessary medical or

Who Pays the Teacher?

Despite the significant number of musical performers who are children, there is still considerable confusion regarding the appropriate engagement and payment of the studio teacher. Recently, I have had to argue against a record label's assertion that it had the right to recoup the cost of a studio teacher.

California Labor Code Section 11755 unequivocally provides that "the remuneration of the studio teacher shall be paid by the employer." SAG and AFTRA reiterate these provisions in the context of child actors. However, as often happens, there appears to be some confusion among record labels and their representatives regarding whether a child musical performer is entitled to a studio teacher at the label's expense. This is a constant problem simply because nonrecoupable expenditures are an anomaly for record companies.

In the motion picture and television industry, studio teachers provide educational tutoring while the minor actor is on the set rendering acting services. The production company or the studio pays the studio teacher. The compensation paid to the minor actor is not reduced by the amount paid to the teacher. However, in the music business a typical recording contract treats almost all charges incurred by the record label on behalf of the recording artist as advances. These expenditures run the gamut from studio rentals to producer fees to travel and accommodations. Ultimately, these costs are deducted from the performance royalties paid to the artist. In those instances in which the record company pays all authorized costs from a recording fund, the artist is entitled to receive the remainder, or what is commonly known as the backend payment. Yet when the record company attempts to include the cost of the studio teacher as an authorized charge against the recording fund or recoupable against royalties, it is effectively making the minor artist pay for the studio teacher, which is contrary to California law.

This problem is exacerbated when the contract is between the record label and a production company for the services of the minor artist. The record label may argue that it is the production company's obligation to pay for the studio teacher. However, many production companies are financially incapable of sustaining the cost of a studio teacher during the time required to record and promote an album. The record label may pay the studio teacher on behalf of the production company, but since the record label will recoup all costs against the production company before the artist or group receives its share of the royalties, charging the production company is akin to charging the artist.

These matters are best contemplated at the time the recording contracts are negotiated. I have seen several executed recording contracts that do not consider the record label's educational obligations to the minor. Many recording contracts with children basically use the same template as those used for agreements with adults. During the negotiation of a new recording contract, the lawyers, managers, parents, and artists tend to aggressively debate such issues as the advance, royalties, and the number of albums required during the term. The special educational issues concerning minors often do not come to the fore until later.—**B.E.B.**

dental treatment, such as emergency care or hospitalization, and the right of the agents to commit any of the parents' insurance or other funds that may be required to carry out such medical or dental treatment.

Business and Childhood

The reality is that child performers live as adults. They have full-time employment and are often financially responsible for themselves and their families. Accordingly, their music endeavors must be run like a business. However, there are limitations on a minor's ability to control that business. Generally, under Family Code Section 6701(a), a minor cannot grant a delegation of power. This raises particular issues in connection with a minor artist's partnership agreements that are designed to define the relationship between the minor and other members of the recording group, who may or may not also be minors. It also raises questions in connection with the minor's involvement in corporations, limited liability companies, and other corporate entities that are often created to protect the minor from third-party liability. California has outlined specific guidelines concerning minors' entertainment contracts; namely, that minors can enter into contracts for artistic services, including establishing loan-out corporations, so long as such contracts gain court approval.

Frequently, parents and minors contemplate emancipation as a way to avoid the restrictions and limitations on minors in the entertainment industry. In California, a minor may be emancipated by a court declaration under the emancipation of minors law. Pursuant to Section 7122 of the Family Code, a person under 18 years old is an emancipated minor if he or she has received a declaration of emancipation, which shall then serve as conclusive evidence that the minor is emancipated. To obtain such a declaration, the minor may petition the superior court of the county in which the minor resides or is temporarily domiciled. Pursuant to Family Code Section 7120, the petition should set forth with specificity that the minor is at least 14 years old. The minor also must willingly live separate from the minor's parents, with their consent. Petitioning minors also must demonstrate to the court that they are managing their financial affairs by completing a declaration of income and expenses. The source of the minor's income, furthermore, must not be derived from any criminal activity.²⁰ The court will most likely grant the petition if it determines that the minor has satisfied the requirements of Section 7120 and that emancipation would not be contrary to the minor's best interests.

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leges, including the right to consent to medical, dental, or psychiatric care without parental consent or knowledge. The parent is free of any financial liability for such services. Emancipated minors may enter into binding contracts without court confirmation. An emancipated minor may also grant a delegation of power. Emancipated minors may buy, sell, lease, encumber, exchange, or transfer interest in real or personal property, and may sue—or be sued—in their own name. Similarly, an emancipated minor may also compromise, settle, arbitrate, or otherwise adjust a claim, action, or proceeding by or against the minor. An emancipated minor may make or revoke a will, and he or she may also apply for the release of any entertainment earnings from a blocked account.²¹ The emancipated minor also may apply for a work permit pursuant to Section 49110 of the Education Code without the request of the minor's parents and enroll in school or college. An emancipated minor in the entertainment industry, however, is still subject to the DLSE statutes regarding work periods and schooling.

The music business forces children to grow up quickly. A child musical performer faces the same obligations that an adult entertainer does. Music lawyers should do their best to ensure that their clients are able to

remain children as long as possible. This is best achieved by insisting that the provisions governing child performers in the film and television industry are equally enforced in the music business.

California is the pacesetter in this area of law. A compelling need exists for standardization of child entertainer laws throughout the rest of the United States, arguably through the development of a model code. These laws should recognize the exigencies of the modern entertainment industry and provide adequate protections to all parties involved. The areas that need to be addressed include educational requirements, psychological and emotional counseling, appropriate working conditions and safety, financial management and control, compensation for parents, and income tax reform. As it stands, outside of California, New York, New Jersey, and Georgia, the nation does not have laws articulating in any great detail how child performers are to be treated. As music groups featuring minors proliferate, the demand for teen movies rises, and recording and motion picture production expands outside California and New York, laws need to be in place to protect children. Until such time, many of these issues will fall under the auspices of the parent, manager, and lawyer representing the minor as well as the lawyers representing the entertainment com-

panies that employ minors. This group of adults should diligently work together in addressing such issues with the overriding purpose of protecting the child. ■

¹ *Niemann v. Deverich*, 98 Cal. App. 2d 787, 793, 221 P. 2d 178 (1950).

² FAM. CODE §6712.

³ FAM. CODE §§6750 *et seq.*

⁴ *Warner Bros. Pictures, Inc. v. Brodel*, 192 P. 2d 949 (Cal. 1948).

⁵ *Hurley v. Southern Cal. Edison Co.*, 183 F. 2d 125 (9th Cir. 1950).

⁶ LAB. CODE §1700.37.

⁷ *Att'y Gen. Op. No. 46-136* (May 6, 1946).

⁸ *Wachs v. Curry*, 13 Cal. App. 4th 616 (1993).

⁹ REPORT OF THE CAL. ENTMT'T COM. 13-14 (1985).

¹⁰ *Park v. Deftones*, 71 Cal. App. 4th 1465 (1999).

¹¹ *Hohe v. San Diego Unified Sch. Dist.*, 224 Cal. App. 3d 1559, 1565 (1990).

¹² *Aaris v. Las Virgenes Unified Sch. Dist.*, 64 Cal. App. 4th 1112, 1120 (1998).

¹³ *See Raden v. Laurie*, 120 Cal. App. 2d 778 (1953).

¹⁴ *Id.* at 779.

¹⁵ *Id.* at 783.

¹⁶ *See* CIV. CODE §36.1.

¹⁷ CAL. CODE REGS. tit. 8, ch. 6. Division of Labor Standards Enforcement, subch. 2 Employment of Minors in the Entertainment Industry §§11751(b) and 11753(a).

¹⁸ AFTRA, 1997-2001 NATIONAL CODE OF FAIR PRACTICE FOR SOUND RECORDINGS ¶35.

¹⁹ *See People v. Turner*, 121 Cal. App. 2d 861 (1953).

²⁰ FAM. CODE §7120.

²¹ FAM. CODE §6752.

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