

The Professional Liability Law Blog

BRINGING PROFESSIONAL LIABILITY INFORMATION TO CALIFORNIA ATTORNEYS,
INSURANCE PROFESSIONALS, ACCOUNTANTS AND STOCK BROKERS



[Legal Malpractice Statute of Limitations Begins to Run When Client Signs Allegedly Defective Agreement](#)

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The California Court of Appeal, Second Appellate District, recently reaffirmed a line of cases to the effect that the legal malpractice statute of limitations begins to run when a client signs an allegedly defective agreement, not later when a court rules on the meaning or application of the agreement. In an unpublished opinion in [Vedran Vrcic v. Frances Martin](#), Los Angeles County Superior Court No. BC334186, the appellant contended that his attorney drafted a defective marital Stipulation/Settlement Agreement. He contended that the statute of limitations did not begin to run until the court in the dissolution proceeding ruled on the interpretation of the agreement. The Court of Appeal, in affirming the trial court's granting of the attorney's motion for judgment on the pleadings, held that the statute began to run when the appellant signed the agreement. This ruling was in accord with at least four cases cited by the respondent and court of appeal to the same effect.