

9/6/12

LEGAL BYTE

Greetings to my valued connections!

Another byte of law for your interest: Busted! if you “approve as to form & content?”

Case: Freedman v. Brutzkus (2010) 182 Cal.App.4th 1065.

After negotiating an agreement for his client John, Attorney signs the agreement at the end stating that the agreement is “approved as to form and content.” A dispute arises between John and the other party, Mike. Now Mike sues John’s Attorney for fraud. Mike’s theory is that by approving the agreement as to form and content Attorney was making representations as to the accuracy of the agreement. *Id.* at 1068. The question before the court was: does (John’s) Attorney’s signature amount to an actionable representation to Mike? The court concluded that it does not.

This was a case of first impression in California. The Court of Appeal held that the only reasonable meaning of the words “approved as to form and content” is that the attorney “asserts that he or she is the attorney for his or her particular party (John), and that the document is in the proper form and embodies the deal that was made between the parties.” *Id.* at 1070.

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