Court Holds that Attorney is Not Bound by Confidentiality Provision

Although a settlement agreement may bind one or more parties to its confidentiality provision, an attorney's signature under the words "approved as to form and content" does not impose any specific obligation on the attorney to maintain the confidentiality of the settlement, according to a recent California appellate ruling.

The Jackson Lewis **California Workplace Law Blog** discusses a case in which the court found the attorney was entitled to the granting of an anti-SLAPP motion in a case against him for breaching the confidentiality provision of the settlement, finding that he was not a party to that agreement.

"Recognizing that confidentiality is often a material term of a settlement agreement, the Court noted that a way to avoid this issue is to draft a settlement agreement that explicitly makes the attorneys parties to the agreement (even if only to the confidentiality provision) and explicitly requires them to sign as such," according to the authors, **Ellen E. Cohen** and **Hazel U. Poei**.

Read the article.