

FILED
SUPREME COURT
STATE OF WASHINGTON
10/25/2024 1:42 PM
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Supreme Court No. 1034041
Court of Appeals No. 58183-3-II

SUPREME COURT OF THE STATE OF WASHINGTON

PRINCETON PROPERTY MANAGEMENT, INC.,

Petitioner,

v.

KATHLEEN ALLEN AND AARON ALLEN,

Respondent.

AMICUS CURIAE MEMORANDUM BRIEF ON BEHALF
QUINN POSNER

By:

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TABLE OF AUTHORITIES

Cases

Princeton Prop. Mgmt., Inc. v. Allen,
550 P.3d 56 (Wash. Ct. App. 2024).....*passim*

Rules

CR 2A.....*passim*

1. ISSUES OF CONCERN TO AMICUS CURIAE

Division Two's Decision causes landlords and tenants to no longer enter into CR 2A Agreements.

2. IDENTITY AND INTEREST OF AMICUS CURIAE

Undersigned competent and practicing landlord-tenant attorney within this state. I have practiced landlord-tenant law for many years and handle hundreds of cases per year. I rely on effective CR 2A agreements and Division Two's published decision unnecessarily jeopardizes that practice to detriment of landlords, tenants, and trial courts.

3. STATEMENT OF THE CASE

Amicus incorporates the statement of facts as set forth in Petitioner's Petition for Review.

4. ARGUMENT

The published decision in this matter results in landlords and property owners rarely entering into CR 2A or other settlement agreements in unlawful detainer actions. This is because of the risk of such agreements being vacated as void.

I counsel my clients to not enter into CR2A or other settlement agreements due to the risk of such agreements being vacated as void. I do, on occasion, have clients who elect to risk the agreement being vacated as void, but this is a rarity and typically involves other types of notices not related to non-payment.

None of my clients will enter into a CR2A or other settlement agreement that involves a repayment agreement as there is no way to enforce the agreement should the tenant fail to comply. The decision in *Princeton Property Management, Inc. v. Allen* has gutted landlords and tenants ability to settle cases as the parties desire.

5. CONCLUSION

For the above reasons, I respectfully request this Court grant Petitioner's Petition for Review.

Respectfully submitted this 17th day of October, 2024,

/S/ Quinn Posner
Quinn Posner, WSBA #31463
Attorney at Law

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/S/Quinn Posner

Quinn Posner, WSBA #31463

Attorney at Law

HARBOR APPEALS AND LAW, PLLC

October 25, 2024 - 1:42 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 103,404-1
Appellate Court Case Title: Princeton Property Management, Inc. v. Kathleen Allen, et al.
Superior Court Case Number: 22-2-02915-7

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