

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

PROPSF, LLC,

CASE NO. 3:17-cv-05443-RJB

Plaintiff,

ORDER DENYING PLAINTIFF'S  
(SIC) MOTION FOR DISMISSAL  
FOR IMPROPER VENUE

## ARMSTRONG MARINE, INC.,

Defendant.

THIS MATTER comes before the Court on Plaintiff's Motion for Dismissal for Improper Venue (Dkt. 7). The motion is mislabeled. It is brought by Defendant, not Plaintiff.

The Court is fully advised and is familiar with the records and files herein.

Leaving aside the various side issues, this dispute narrows down to the enforceability of ¶12 of a purchase and sale agreement executed by the parties (Dkt. 8-1). The subject provision is as follows:

1 Purchaser and Seller agree that the laws of the State of Washington shall govern this  
2 Purchase and Sale Agreement. Both parties hereby consent to venue in and jurisdiction of  
Clallam County Superior Court should any dispute arise.

3 Dkt. 8-1 at 3.

4 By its language this clause is not an agreement for exclusive venue and jurisdiction in  
5 Clallam County Superior Court. It is consent to venue and jurisdiction there should one of the  
6 parties bring suit there. The consent language is not mandatory like the first sentence of the  
7 paragraph, which, employing the word "shall," fixes the body of law that applies to the  
8 agreement.

9 The jurisdiction and venue clause in ¶12 does not require exclusive jurisdiction and  
10 venue in Clallam County. The motion (Dkt. 7) is HEREBY DENIED.

11 It is so ordered.

12 The Clerk is directed to send uncertified copies of this Order to all counsel of record and  
13 to any party appearing pro se at said party's last known address.

14 Dated this 11<sup>th</sup> day of August, 2017.

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17 ROBERT J. BRYAN  
United States District Judge