Filed
Washington State
Court of Appeals
Division Two

June 12, 2018

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

2ND HALF LLC, Appellant, v. JAMES L. and JUDITH A. BETOURNAY,, Respondents, and THE NORTH OAKES MANOR CONDOMINIUM ASSOCIATION, Plaintiffs, GEORGE and HEATHER RANKOS, ONE LITTLE VICTORY LLC, CEJ PROPERTIES LLC, OVER THE EDGE 1921 LLC, BARBARA WEBSTER, MIRAMAR CONDO LLC, SALLY CHRISTENSEN, CHUPIETAFA LLC, Defendants.	No. 49128-1-II UNPUBLISHED OPINION
GMAT LEGAL TITLE TRUST 2014-1, U.S. BANK, NATIONAL ASSOCIATION, Respondent, v. AMMAR MANNA'A, Appellant.	

MELNICK, J. — This case contains two severed cases that present issues relating to the North Oakes Manor condominiums in Tacoma.

In the first case, 2nd Half LLC appeals a judgment against it for trespass to a condominium unit owned by James and Judith Betournay. We affirm the judgment and the damages assessment.

In the second case, Ammar Manna'a[1] appeals the superior court's order disqualifying his attorney and the order of sanctions and finding of contempt against his attorney. Because the disqualification order is moot and Manna'a lacks standing to challenge the sanctions and contempt, we do not reach the merits of his arguments. We remand for the trial court to determine whether to purge its sanctions against his attorney.

BACKGROUND

North Oakes Manor in Tacoma is a condominium complex consisting of two separate buildings, numbers 1913 and 1921, each containing four units. 2nd Half, managed by Jeff Graham, purchased two units in the 1921 building. The Betournays and Over the Edge 1921 LLC (Over the Edge) each owned one of the other two units in that building. Graham purchased Over the Edge and CEJ Properties LLC (CEJ), which owned unit 1913C. At this point, Graham controlled three units in the 1921 building, two of which were owned by 2nd half, and one in the 1913 building.

Attorney John Mills represented numerous parties, all controlled by Graham, in a lawsuit relating to the legitimacy of the North Oakes Manor Condominium Association (NOMCA) board. After Graham became president of NOMCA, the lawsuit transitioned into one for dues and special assessments against the various condominium owners and to foreclose on the units. The second

[1] Throughout the record and the briefs, Manna'a is sometimes spelled "Manna'a" and sometimes "Manna." We use "Manna'a" because that is the name in the case caption.

amended complaint included the Betournays, Over the Edge, and CEJ as defendants. Throughout the various iterations of this lawsuit, Mills represented 2nd Half, Over the Edge, CEJ, Graham, and NOMCA.

2ND HALF V. BETOURNAY[2]

I. FACTS

The Betournays owned unit 1921A when Graham began purchasing North Oakes Manor units. Graham offered to purchase the unit from the Betournays but they did not accept the offer. The Betournays entered a lender's deed in lieu of foreclosure program in August 2013.[3] To obtain this deed, they were required to keep the unit vacant and secured by the lender. The Betournays were the title owners of unit 1921A until May 21, 2015, when they executed a deed in lieu of foreclosure which transferred title to their lenders.

Graham, acting as an agent of 2nd Half, entered the Betournays' unit, replaced the locks, and remained in control and possession of the unit from January 2014 through October 2014. As a result of 2nd Half's replacing the locks and door to the unit, the Betournays' lender terminated them from the deed in lieu of foreclosure program and they had to restart the process from the beginning.

In various declarations, Graham stated that he replaced the door of the Betournays' unit and had power restored to it. He denied renting out the unit. He also stated that he entered the unit to repair a broken water pipe that affected his ability to get water in his units in the building.

[2] The parties and the trial court often used 2nd Half and Graham interchangeably. We have attempted to clarify the roles of each.

[3] A deed in lieu of foreclosure is a deed by which a borrower conveys all interest in property to the lender to satisfy a loan in default and avoid foreclosure proceedings.

In August 2014, the Betournays, through their attorney, demanded that 2nd Half restore possession of their unit to them. Graham gave them the new keys on October 15.

The Betournays filed a counterclaim against 2nd Half for trespass in the original case discussed above. They moved to sever their claims from the original case and the trial court granted their motion. This severed trespass claim comprises the first of the two disputes on appeal.

The Betournays moved for partial summary judgment on the trespass claim. The trial court granted the motion and found that Graham had entered the Betournays' property without right, remained there from January to October of 2014, failed to remove himself despite the Betournays' demands, and committed a trespass to the property.[4]

The case went to bench trial on the remaining issues, primarily involving damages. At its conclusion, the trial court issued findings of fact and conclusions of law. It found that Graham was the manager, and thus, an agent for 2nd Half. It found the reasonable monthly rental value of the unit to be $950, and that Graham, acting as an agent of 2nd Half, had trespassed from January through October of 2014. The court issued a judgment for the Betournays against 2nd Half for $8,075.00, calculated by multiplying the reasonable monthly rental value by the 8.5 months that 2nd Half had trespassed.

2nd Half moved for reconsideration, claiming the court's damages assessment was improper because the Betournays had not actually been trying to rent their unit. The court denied the motion on May 23. 2nd Half appeals.

[4] Although findings of fact made by the trial court in summary judgment proceedings are often superfluous, we include them here because the court adopted all of these findings as facts for the later bench trial.

II. LEGAL ANALYSIS

2nd Half contends that the trial court erred by granting the Betournays' motion for partial summary judgment, concluding that it was liable for trespass to unit 1921A. It argues that the Betournays do not have standing to allege trespass, that 2nd Half had a limited easement to access their property under the Condominium Act and the declaration of condominium, and that the trial court erred in its damages assessment. The trial court did not err.

A. STANDING

The Betournays and 2nd Half each allege the other party does not have standing.

i. 2nd Half's Standing to Appeal

The Betournays contend that 2nd Half, as an inactive corporation, does not have standing to appeal the trial court's decision. The party presenting an issue for review has the burden of providing a record adequate to establish the errors claimed. *State v. Wade*, 138 Wn.2d 460, 464, 979 P.2d 850 (1999); RAP 9.2. An "insufficient record on appeal precludes review of the alleged errors." *Bulzomi v. Dep't of Labor & Indus.*, 72 Wn. App. 522, 525, 864 P.2d 996 (1994). Nothing in the record suggests that 2nd Half is an inactive corporation. Therefore, we do not consider this argument.

ii. Betournays' Standing to Bring Trespass Claim

2nd Half alleges that, because the Betournays abandoned their unit, they did not have standing to claim that 2nd Half trespassed. It contends that the unit belonged to the bank at the time of any trespass. We disagree.

A person[5] commits trespass "when he or she 'intentionally (a) enters land in the possession of the other, or causes a thing or a third person to do so, or (b) remains on the land, or (c) fails to remove from the land a thing which he is under a duty to remove.'" *Kaech v. Lewis County Pub. Utility Dist. No. 1*, 106 Wn. App. 260, 281, 23 P.3d 529 (2001) (quoting *Bradley v. Am. Smelting & Ref. Co.*, 104 Wn.2d 677, 681-82, 709 P.2d 782 (1985)).

The doctrine of standing "prohibit[s] a plaintiff from asserting another's legal rights." *Trinity Universal Ins. Co. v. Ohio Cas. Ins. Co.*, 176 Wn. App. 185, 199, 312 P.3d 976 (2013). "The claims of a plaintiff who lacks standing cannot be resolved on the merits and must fail. Whether a party has standing to sue is a question of law reviewed de novo." *Trinity Universal Ins. Co.*, 176 Wn. App. at 199 (citation omitted).

To establish standing, a party "'must show a personal injury fairly traceable to the challenged conduct and likely to be redressed by the requested relief'" and that "his or her interest is within the 'zone of interests protected by the statute' at issue." *Bavand v. OneWest Bank, FSB*, 196 Wn. App. 813, 834, 385 P.3d 233 (2016) (quoting *State v. Johnson*, 179 Wn.2d 534, 552, 315 P.3d 1090 (2014)).

The trial court in this case found that the Betournays possessed title to their unit until May 21, 2015. They therefore owned the unit for the entire length of 2nd Half's trespass. The court also found that the Betournays suffered actual harm by the trespass because they had to begin their

[5] "A master is responsible for the servant's acts under the doctrine of respondeat superior when the servant acts within the scope of his or her employment and in furtherance of the master's business." *Kuehn v. White*, 24 Wn. App. 274, 277, 600 P.2d 679 (1979); *see also Evans v. Tacoma Sch. Dist. No. 10*, 195 Wn. App. 25, 37, 380 P.3d 553 ("Under the rule of respondeat superior, an employer is vicariously liable to third parties for its employee's torts committed within the scope of employment."), *review denied*, 186 Wn.2d 1028 (2016). In its findings of fact, the superior court determined that Graham was acting as an agent of 2nd Half during the trespass period. 2nd Half does not challenge this finding on appeal.

deed in lieu of foreclosure program anew as a result. These unchallenged findings of fact are verities on appeal. *State v. Lohr*, 164 Wn. App. 414, 418, 263 P.3d 1287 (2011).

2nd Half's claim that the bank possessed the unit at the time of any trespass contradicts the trial court's unchallenged findings of fact. Although the Betournays kept their unit vacant, as required under their deed in lieu of foreclosure program, they still held title during 2nd Half's trespass. The Betournays had standing to bring their trespass claim against 2nd Half.

B. EASEMENTS[6]

2nd Half acknowledges that it entered the Betournays' unit without their permission, but contends that the Condominium Act and the North Oakes Declaration of Condominium provided it with an easement for access to all other units as "reasonably necessary" for maintenance, repair, and replacement of its own units. Br. of Appellant at 21. It contends that its entry, replacement of the doors and locks, and putting utilities under its own name were all reasonably necessary to get water and electricity functioning for the rest of the building. We disagree.

"Akin to a master deed, a declaration describes the condominium property and contains the covenants defining the property rights and legal obligations of the property owners." *Lake v. Woodcreek Homeowners Ass'n*, 169 Wn.2d 516, 521, 243 P.3d 1283 (2010). The declaration "is

[6] The trial court entered as a finding of fact that "2nd Half LLC's testimony that it had a right to enter the Betournay's unit pursuant to the Condominium Act and pursuant to the Condominium Declaration are not credible." Clerk's Papers (CP) at 378. However, if a term "carries legal implications, a determination of whether it has been established in a case is a conclusion of law." *Para–Medical Leasing, Inc. v. Hangen*, 48 Wn. App. 389, 397, 739 P.2d 717 (1987). While the issues of whether 2nd Half entered the Betournays' property and what actions it took on that property are factual issues, whether it had a right to enter through the Condominium Act or Condominium Declaration are legal issues. Therefore, we do not consider this finding a verity on appeal.

incorporated into each condominium apartment's deed." *Lake*, 169 Wn.2d at 521. The North Oakes Manor Declaration of Condominium provides:

> Each unit owner shall have a nonexclusive easement in and through every other Unit and the Common Elements and Limited Common Elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required for the continued operation and maintenance of this Condominium. Each Unit and all Common Elements and Limited Common Elements are subject to a nonexclusive easement for the benefit of the other Units for all duct work for the several Units, and for heating, ventilation, air conditioning, security and electrical entry system, if any, for each Unit. In addition, each Unit Owner shall have a nonexclusive easement for and may use the Common Elements (except Limited Common Elements) in accordance with the purpose for which they were intended, without hindering or encroaching on the lawful right of the other Unit Owners. Without limitation of the foregoing, each Unit Owner shall have a right of ingress to and egress from that Owner's Unit, over and across the driveways, parking lot (if any), landscaping and sidewalks which are part of the Common Element.

Clerk's Papers (CP) at 353. "A condominium declaration is like a deed, the review of which is a mixed question of law and fact. The factual issue is the declarant's intent, which we discern from the face of the declaration. The declaration's legal consequences are questions of law, which we review de novo." *Lake*, 169 Wn.2d at 526 (citations omitted).

The Condominium Act provides:

> Except to the extent provided by the declaration, subsection (2) of this section, or RCW 64.34.352(7), the association is responsible for maintenance, repair, and replacement of the common elements, including the limited common elements, and each unit owner is responsible for maintenance, repair, and replacement of the owner's unit. Each unit owner shall afford to the association and the other unit owners, and to their agents or employees, access through the owner's unit and limited common elements reasonably necessary for those purposes. If damage is inflicted on the common elements, or on any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible, shall be liable for the repair thereof.

RCW 64.34.328(1). This statute requires each owner of a condominium unit to give both the association and all owners "access through" their units if reasonably necessary for maintenance, repair, or replacement of other units. RCW 64.34.328(1).

Based on both the declaration and the statute, 2nd Half had an express "nonexclusive easement in and through" the Betournays' unit for utility, wiring, heat, and service, and the Betournays were required to afford 2nd Half access insofar as it was "reasonably necessary" for "maintenance, repair, and replacement" of its own units. However, "[t]he owner of an easement trespasses if he or she misuses, overburdens, or deviates from an existing easement." *Olympic Pipe Line Co. v. Thoeny*, 124 Wn. App. 381, 393, 101 P.3d 430 (2004).

Graham, "as agent for 2nd Half LLC entered the Betournay's Unit, replaced the locks, placed the utilities in 2nd Half LLC's name, and remained in control/possession" of the unit from January to October of 2014. CP at 377-78. Graham never sought authorization or permission from the Betournays to take any of these actions. Despite 2nd Half's claims that it needed access to the Betournays' unit to repair the water and electricity to its own units, the easements offered by the declaration and statute do not extend to cover its actions in this case.

By exceeding the scope of its easements, 2nd Half trespassed on the Betournays' unit.

C. DAMAGES ASSESSMENT

2nd Half contends that the trial court erred by assessing an incorrect measure of damages. It argues the court erred by multiplying the reasonable monthly rental value of the Betournays' unit by the number of months 2nd Half possessed it. It claims that this damage award is arbitrary in light of the fact that the Betournays were keeping the unit vacant and were not seeking to rent it during the period of the trespass.

RAP 10.3(a)(6) directs each party to supply in its brief, "argument in support of the issues presented for review, together with citations to legal authority and references to relevant parts of the record." "We do not consider conclusory arguments that are unsupported by citation to authority." *Brownfield v. City of Yakima*, 178 Wn. App. 850, 876, 316 P.3d 520 (2013). "Passing

treatment of an issue or lack of reasoned argument is insufficient to merit judicial consideration." *Brownfield*, 178 Wn. App. at 876.

The trial court found that the reasonable monthly rental value of the unit during the time of the trespass was $950, and multiplied this by 8.5 months of trespass for a total judgment of $8,075 for the Betournays. 2nd Half has not cited to any authority or provided any substantive argument that the trial court erred in its damages calculation. We do not consider its conclusory assertion that the "the award is simply arbitrary" in the absence of any legal authority. Br. of Appellant at 22.

MANNA'A V. GMAT

I. FACTS

A. UNIT 1913C BACKGROUND

In July 2014, after Graham purchased CEJ and became president of NOMCA, CEJ and NOMCA stipulated to foreclosure on unit 1913C and the court ordered the unit to be sold at sheriff's sale. At the stipulated foreclosure proceeding, Mills represented NOMCA, and CEJ was unrepresented except for by Graham, as its managing member.

In January 2015, unit 1913C went to a sheriff's sale and George Wu purchased it. Graham convinced Manna'a to then purchase the unit from Wu for $2,000 more than Wu had paid. Graham and Manna'a were originally introduced to each other by Mills.

GMAT Legal Title Trust 2014-1, US Bank, National Association (GMAT) filed a motion to intervene in the original lawsuit[7] concerning North Oakes Manor. GMAT argued that it owned

[7] The details of GMAT's interest in the unit is unclear from the record. At times it appears it was a trustee to a previous owner's mortgage, while at other times it claimed that it owned the unit. No party raises any issues as to this confusion.

unit 1913C, and that the sheriff's sale was illegitimate. The trial court granted the motion to intervene. GMAT brought a third-party complaint against Manna'a seeking to quiet title to unit 1913C. The court then severed all claims pertaining to GMAT and ownership of unit 1913C from the rest of the case. The next day, Mills filed a notice of appearance on behalf of Manna'a.

B. MILLS' S DISQUALIFICATION

GMAT moved to disqualify Mills as Manna'a's attorney. GMAT argued that Mills would likely be a fact witness if the case went to trial, since a critical issue would be Manna'a's status as a bona fide purchaser. Mills' testimony would be relevant to resolution of this issue, since Manna'a had purchased the property at Graham's suggestion and Mills had originally introduced Graham to Manna'a. Mills had also used Manna'a as a service processor earlier in the case. GMAT also questioned whether Mills could give Manna'a objective advice because of his involvement in the case.

Mills argued that he did not counsel Manna'a to purchase the unit and that Graham and Manna'a had made a deal independently of him. Mills argued that it was in Manna'a's best interest to uphold the sheriff's sale and he could help him. He also argued that a lawyer cannot be disqualified because the other side wants to call him as a witness.

The trial court pointed out that Manna'a's best interest may be to sue those who talked him into buying the unit, such as Graham. It determined that Manna'a needed independent legal counsel because Mills was a fact witness who had represented numerous other parties in the case. The trial court disqualified Mills from representing Manna'a.

C. SANCTIONS

Shortly thereafter, because Mills had been disqualified, GMAT's counsel communicated directly with Manna'a about the case and the possibility of a settlement. After several emails back and forth, Mills sent an email to GMAT's counsel that stated:

> Judge Chushcoff ruled that I am disqualified from arguing this case in his court because I might be a witness. It's a disqualification under RPC 3.7(a). It's a ruling that prevents my acting as [Manna'a's] "advocate at a trial."
>
> I remain . . . Manna'a's general counsel, and we are arranging for a litigation attorney to substitute in for purposes of the litigation.
>
> Please do not converse directly with [Manna'a]. I know that it's a little confusing because he apparently filed a pro se pleading and he sent off an email about settlement. I will talk to [Manna'a] about that, but it's not really uncommon for lawyers to receive things directly from represented people. When that happens, we typically respond by telling people that the rules prohibit making direct response, and that we need to go through the represented person's attorney. See RPC 4.2(3).
>
> I think that we need to keep the rules in mind. This sort of emailing is exactly what Rule 4.2 is intended to prevent.

CP at 306. Several days later, GMAT moved for a finding of contempt and sanctions against Mills because he violated the disqualification order.

At the hearing on the motions, GMAT argued that Mills had violated the disqualification order by continuing to represent Manna'a and by interfering with settlement negotiations. GMAT requested $4,493.40 in sanctions. Mills stated that he understood the disqualification order only disqualified him as a potential witness under RPC 3.7.[8] He argued that this disqualification did

[8] RPC 3.7(a) states:

> (a) A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness unless:
> (1) the testimony relates to an uncontested issue;
> (2) the testimony relates to the nature and value of legal services rendered in the case;
> (3) disqualification of the lawyer would work substantial hardship on the client; or
> (4) the lawyer has been called by the opposing party and the court rules that the lawyer may continue to act as an advocate.

not stop him from "being a cooperative part of the case"; it only "disqualifie[d] [him] from arguing the case at trial" because he would be a witness trying to persuade the court about the credibility of witnesses. Report of Proceedings (RP) (Nov. 25, 2015) at 13. He claimed that RPC 3.7 was "a very limited kind of disqualification." RP (Nov. 25, 2015) at 13.

The court ruled that the basis of its disqualification encompassed more than RPC 3.7. It explained that Manna'a might sue Mills who may have had a conflict of interest and motivation for "steering this litigation in a certain direction." RP (Nov. 25, 2015) at 14. The court explained that Mills was more than just a fact witness; he was also a potential litigant.

Ultimately, the court held Mills in contempt.[9] It imposed $1,000 in sanctions against Mills with an additional $4,493.50 that would be purged if Mills did not violate the disqualification order any further. It found that these amounts were reasonable costs and attorney fees incurred by GMAT in the contempt proceedings and for the motion and hearing to disqualify Mills. The court awarded these amounts to GMAT.

Mills moved for clarification of the disqualification order and reconsideration of the contempt and sanctions ruling. He argued that the order disqualifying him did not specify a particular rule under which he was disqualified. Mills speculated that the court's concerns were only about RPC 3.7 and, if that was the case, the order should be limited to only preventing Mills from representing Manna'a at trial where the credibility of witnesses would be an issue. The court denied the motion as untimely.

D. SETTLEMENT

On January 20, 2016, after Manna'a had obtained new counsel, Manna'a, GMAT, and NOMCA resolved the quiet title claim by settlement. They stipulated to an order granting

[9] It found him in contempt pursuant to RCW 7.21.010 and 7.21.030/050.

summary judgment to GMAT. The parties agreed that GMAT had title to the property and not Manna'a. They stipulated that the sheriff's sale was void. The funds from the sheriff's sale, which were still in the court registry, were released to Manna'a.

E. APPEAL

After Mills had been disqualified but before his email to GMAT's attorney, Mills, on behalf of Manna'a, filed for discretionary review of the disqualifying order with this court. *See N. Oakes Manor Condo. Ass'n v. Rankos*, No. 48351-3-II (Wash. Ct. App. Mar. 10, 2016). While discretionary review was pending, Manna'a additionally moved for consideration of the order finding Mills in contempt and sanctioning Mills and the order denying Manna'a's motion for reconsideration. Mot. to Consider Additional Orders for Discretionary Review, *N. Oakes Manor Condo. Ass'n*, No. 48351-3-II. We declined to accept review. Ruling Denying Review, *N. Oakes Manor Condo. Ass'n*, No. 48351-3-II.

After final judgment issued in the trespass case between 2nd Half and the Betournays, Manna'a, represented by Mills, appealed to this court.

II. LEGAL ANALYSIS

Manna'a contends that the trial court erred by disqualifying Mills from representing him. He claims that GMAT did not have standing to move for disqualification of his attorney. He additionally claims that, even if GMAT did have standing to raise the issue, the judge erred by disqualifying Mills because GMAT failed to make the requisite showing of Mills's relevance as a fact witness. Manna'a further contends that the contempt finding and sanctions against Mills were improper because the order was unclear about the conduct it prohibited.

GMAT responds that Manna'a's appeal is untimely because judgment was entered in the Manna'a v. GMAT portion of the case on January 22, 2016, five months before the appeal. It also

contends that issues relating to Mills' disqualification are moot given that the underlying case has been fully resolved.

A. TIMELINESS

GMAT contends that Manna'a's appeal is untimely and must be dismissed. It argues that, because judgment was entered pursuant to the stipulation on January 22, 2016, Manna'a cannot appeal five months later. Final judgment in the Betournays' case against 2nd Half did not issue until April 22. However, GMAT contends that the Betournays' case was a severed case that proceeded to an independent final judgment and has no effect on the timeliness of the appeal from final judgment in the separately severed case between Manna'a and GMAT.

RAP 5.2 lays out the rules governing timeliness of appeal of a trial court decision. "Generally, a notice of appeal must be filed within 30 days of the entry of a final appealable judgment." *Nichols v. Peterson Nw., Inc.*, 197 Wn. App. 491, 499, 389 P.3d 617 (2016). However, given that we denied Manna'a's motion for discretionary review, the ambiguity as to whether the trial court's severance order was pursuant to CR 21 or 42(b), and the complexity of the litigation below, it would be unfair to refuse to hear Manna'a's appeal on grounds of timeliness. Accordingly, we do not rule on the timeliness of his appeal and exercise our discretion to consider his arguments.[10]

B. MOOTNESS

GMAT contends that Manna'a's arguments about disqualification of Mills as his attorney are moot. It argues that, because the case reached a stipulated judgment that resolved all claims

[10] We may extend a party's time to file a notice of appeal in extraordinary circumstances. RAP 18.8(b).

and disposed of the case, disqualification of Manna'a's original attorney is moot and, if the disqualification was erroneous, this court cannot provide effective relief. We agree.

"A case is moot if a court can no longer provide effective relief." *Orwick v. City of Seattle*, 103 Wn.2d 249, 253, 692 P.2d 793 (1984). "The issue of mootness 'is directed at the jurisdiction of the court.'" *Harbor Lands, LP v. City of Blaine*, 146 Wn. App. 589, 592, 191 P.3d 1282 (2008) (quoting *Citizens for Financially Responsible Gov't v. City of Spokane*, 99 Wn.2d 339, 350, 662 P.2d 845 (1983)).

RWR Management, Inc. v. Citizens Realty Co., 133 Wn. App. 265, 279-80, 135 P.3d 955 (2006), addressed whether the trial court had erred by disqualifying an attorney for a conflict of interest where the underlying matter had been tried with able counsel. The court concluded that the party whose attorney had been disqualified "presented no authority or persuasive argument that any remaining relief, under the circumstances, would include a new trial. Hence, the issue is moot." *RWR Mgmt., Inc.*, 133 Wn. App. at 280. Despite this conclusion, it also ruled that the trial court had not abused its discretion by disqualifying the attorney. *RWR Mgmt., Inc.*, 133 Wn. App. at 280.

Manna'a requests that we relieve him from the allegedly erroneous disqualification order in two ways: "1) vacate the finding of contempt and the sanctions order, 2) vacate the order disqualifying counsel and reinstate [Manna'a's] counsel." Br. of Appellant at 24. Given that this case ended in a stipulated judgment after Manna'a obtained replacement counsel, an order reinstating his original counsel would not have any practical effect. Manna'a's challenge to the order disqualifying his trial attorney is moot because has not suggested any effective relief we can provide.

While the disqualification order is moot, effective relief is possible as to the contempt and sanctions orders. Accordingly, those issues are not moot.

C. CONTEMPT AND SANCTIONS

Manna'a contends that Mills was improperly held in contempt of court because the order disqualifying him was unclear as to the scope of Mills's disqualification. He claims the order did not prevent Mills from continuing as his "general counsel." Br. of Appellant at 18. However, Manna'a has not shown that he has standing to contest a finding of contempt and order for sanctions against Mills.

We may address whether Manna'a has standing to raise this issue sua sponte. *In re Recall of West*, 156 Wn.2d 244, 248, 126 P.3d 798 (2006). To establish standing, a party "'must show a personal injury fairly traceable to the challenged conduct and likely to be redressed by the requested relief'" and that "his or her interest is within the 'zone of interests protected by the statute' at issue." *Bavand*, 196 Wn. App. at 834 (quoting *Johnson*, 179 Wn.2d at 552).

Manna'a has not shown how a finding of contempt and sanctions against Mills has injured him in any way. Therefore, Manna'a does not have standing to raise this issue.

GMAT asks this court to rule that Mills has continued to represent Manna'a in violation of the disqualification order, and to impose the additional sanctions set by the trial court.

We observe that, despite the disqualification order, Mills has continued to represent multiple parties with adverse interests in this appeal. The contempt order allowed Mills to purge $4,493.50 of the sanctions against him if he complied with the order disqualifying him from the case.

CONCLUSION

As to 2nd Half, LLC v. Betournay, we affirm the trial court. As to Manna'a v. GMAT, we affirm the disqualification, contempt, and sanctions orders and remand to the trial court for a determination as to whether the ordered sanctions should be purged or imposed against Mills.

A majority of the panel having determined that this opinion will not be printed in the Washington Appellate Reports, but will be filed for the public record in accordance with RCW 2.06.040, it is so ordered.

Melnick, J.

We concur:

Worswick, J.

Lee, A.C.J.