

**FOURTH DIVISION
MCFADDEN, P. J.,
WATKINS and PADGETT, JJ.**

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September 3, 2026

In the Court of Appeals of Georgia

A26A1173. J. WALKER AND ASSOCIATES, LLC v. SALEEM et
al.

MCFADDEN, Presiding Judge.

Law firm J. Walker and Associates, LLC (“Walker”) appeals from an order that awarded \$13,000 in damages to Stefanie Saleem and \$4,025 in OCGA § 9-15-14(b) attorney fees to Toronto Roberts. We reverse the damages award because in a prior appeal, we held that the amounts Saleem sought were not damages. We affirm the attorney fees award.

1. Factual background

This is the second appearance of this case. In *J. Walker & Assocs. v. Saleem*, 374 Ga. App. 617 (913 SE2d 744) (2025), we set out the following factual background.

In October 2019, Saleem retained Walker to represent her in divorce proceedings against Roberts, but due to a fee dispute, Saleem terminated Walker's representation in July 2020 and engaged new counsel prior to the entry of the final divorce decree in November 2020. Among the assets disposed of pursuant to the divorce decree was a home jointly owned by Saleem and Roberts. In October 2020, Walker filed an attorney fee lien on this property in the amount of \$187,445 based on a claim of outstanding legal fees.

The divorce decree awarded both Saleem and Roberts interests in the property, but because neither the court nor the parties were aware of the existence of Walker's attorney fee lien, the decree did not take it into account. Saleem and Roberts learned of the lien when the home was sold in March 2021 pursuant to the divorce decree, and an amount equal to the lien was placed in escrow pending resolution of the disputed attorney fees. [footnote 1: In July 2021, Roberts petitioned for contempt against Saleem because the lien was preventing him from receiving his share of the equity from the proceeds of the sale of the home pursuant to the divorce decree. In February 2022, Saleem was held in contempt and ordered to pay Roberts \$1,000 per month, starting in April 2022 until the fee dispute was resolved and the lien was released.]

Walker and Saleem submitted the fee dispute to arbitration. On August 29, 2022, the arbitration panel found that there was no enforceable written fee agreement between Walker and Saleem but awarded Walker \$20,000 in attorney fees.

On September 21, 2022, Saleem filed a complaint for interlocutory injunction against Walker seeking release of the attorney fee lien and \$50,000 in money damages. On February 14, 2023, Walker filed a complaint for breach of contract, quantum meruit, and unjust enrichment against Saleem, seeking \$180,000 in money damages and attorney fees. That same day, Walker also filed a petition to vacate the arbitration award. Thereafter, Roberts moved to be joined as a plaintiff in Saleem's action against Walker, seeking removal of the lien and requesting attorney fees. Following a July 26, 2023 hearing, the trial court consolidated Saleem's and Walker's claims against one another into a single action and added Roberts as a plaintiff to that action.

On July 27, 2023, the trial court entered an order confirming the arbitration award, declaring Walker's attorney fee lien void, and ordering Walker to release the lien. The trial court further directed that, pursuant to the confirmed award, \$20,000 of the funds held in escrow be remitted to Walker following removal of the lien and for Roberts to receive the remainder of those funds. Walker removed the lien and received the \$20,000 in awarded attorney fees. The order left open the issues of Saleem's claim for money damages and Roberts's attorney fees claim.

On August 18, 2023, the trial court served notice on the parties of a November 8, 2023 hearing on attorney fees. On November 8, 2023, the trial court convened the hearing as noticed to consider the following outstanding issues: Roberts's request for attorney fees against Walker for having to bring the lawsuit, Walker's request for attorney fees against

Saleem and Roberts for having to defend the lawsuit, and Saleem's claim for money damages against Walker. At the hearing, Roberts's counsel accounted for the time she had spent on the case and her hourly rate. Saleem pointed to the fact that, due to Walker's attorney fee lien, she had been found in contempt against Roberts and was required to advance \$1,000 per month to Roberts from April 2022 to July 2023, when the lien was removed. Walker reasserted the validity of the original fee agreement between Saleem and Walker, but the trial court noted that the arbitration panel had found it unenforceable and that Walker had not filed a petition to vacate the award until February 14, 2023, six months after it was granted. Additionally, Walker claimed that Saleem's petition to confirm the arbitration award and release the lien was untimely.

On December 11, 2023, the trial court entered a final order in which it [found, among other things,] that Saleem had timely petitioned to confirm the arbitration award under OCGA § 9-9-12, ... that Walker had failed to timely petition to vacate the award under OCGA § 9-9-13 ... and ... that the trial court's order confirming the award was otherwise unappealed; ... denied Walker's request for attorney fees under OCGA § 13-6-11; ... awarded Saleem \$15,000 in money damages based on the time between April 2022 and July 2023 during which she was required to advance Roberts \$1,000 monthly under the contempt order resulting from the lien Walker had placed on her property; and ... awarded Roberts \$4,025 in attorney fees pursuant to OCGA § 9-15-14.

Id. at 617-19 & n.1 (citation modified). We affirmed the denial of Walker’s motion for summary judgment, reversed Saleem’s damages award, and vacated and remanded Roberts’s attorney fees award because the trial court had failed to “specify the subsection of OCGA § 9-15-14 under which it was made and [the order did] not contain the findings necessary to support such an award.” *Id.* at 617, 621(3)).

When the case was returned to the trial court, Walker again filed a motion for summary judgment. The trial court conducted a hearing and then entered an order awarding Saleem \$13,000 in damages (rather than the \$15,000 ordered previously) and again awarding Roberts \$4,025 in attorney fees. This appeal followed.

2. Damages award

Walker argues that the trial court violated this court’s mandate in awarding damages to Saleem. We agree.

In our earlier opinion, we “[p]retermitt[ed] whether Saleem adequately stated a cause of action for damages related to the attorney fee lien on her property,” *J. Walker & Assocs.*, 374 Ga. App. at 620(1), and reversed the damages award for two separate, alternative reasons: 1) the “\$1,000 contempt assessments ... were prepayments for moneys already owed to Roberts under the divorce decree[,]” not

damages; and 2) the record did not reflect that Saleem actually had made any of these payments to Roberts. *Id.*

At the post-remand hearing, Saleem presented evidence, in the form of her and Roberts's testimony, that she had made the payments, thereby addressing our second ground of reversal. But our holding that these payments were prepayments of an obligation already owed, not damages, remains the law of the case and is dispositive. See OCGA § 9-11-60(h) ("any ruling by the Supreme Court or the Court of Appeals in a case shall be binding in all subsequent proceedings in that case in the lower court"). We therefore again reverse the award of damages to Saleem. We do not reach Roberts's other challenges to the award.

3. Attorney fees award

Walker argues that the trial court erred by awarding Roberts OCGA § 9-15-14(b) attorney fees. We disagree.

Upon remand, the trial found in her order that Roberts had to retain an attorney and to request to be added as an additional party once it became apparent that he would not be able to collect his portion of the proceeds from the sale of the marital home, as provided in the divorce decree, since the funds were being held in escrow

because of Walker's refusal to amend or remove the lien. The court found that Walker's actions directly interfered with the divorce decree.

The court found that Walker demanded funds beyond the amount the State Bar had awarded in the fee arbitration and filed an untimely motion to vacate the arbitration award without explanation. The court found that Saleem confirmed at a July 26, 2023 hearing (the transcript of which is not in the appellate record) that she would be willing to dismiss her claims against Walker to resolve the matter, but Walker refused because he wanted attorney fees from her for having to defend this action. The court concluded that Walker lacked justification for bringing his untimely petition to vacate the arbitration award; that the petition was frivolous and interposed only for the purpose of expanding the proceeding; and that he refused to amend his lien, although amendment would have allowed Saleem to pay him (and would have allowed Roberts to receive the remaining proceeds to which he was entitled under the divorce decree) and end this matter. Therefore, the court ruled that Roberts was entitled to OCGA § 9-15-14(b) attorney fees.

Walker argues that the court erred because his position was not without substantial justification. A trial court may award attorney fees in a civil action if the

court makes a finding “that an attorney or party brought or defended an action, or any part thereof, that lacked substantial justification[,], or that the action, or any part thereof, was interposed for delay or harassment, or ... that an attorney or party unnecessarily expanded the proceeding by other improper conduct[.]” OCGA § 9-15-14(b). We hold that the trial court’s conclusion that Walker lacked substantial justification to challenge the arbitration award because his challenge was untimely along with her conclusion that Walker’s refusal to remove or amend the lien expanded the proceedings supports the award under OCGA § 9-15-14(b).

Walker argues that the court erred by making the fee award without conducting a hearing. His argument is belied by the record. In the final order that was the subject of the earlier appeal, the trial court stated that she had conducted a hearing on November 8, 2023, on Roberts’s request for attorney fees; that the parties were allowed to submit evidence; and that Roberts’s attorney attested to the time spent on the matter and her hourly rate.

Walker enumerates that Saleem’s contradictory positions — that she would have paid Walker the \$20,000 if the lien were removed while rejecting the validity of the lien and the underlying debt — “undermine[s] credibility and justification for

attorney fees.” It does not explain how these allegations relate to the trial court’s award of attorney fees to Roberts. It has not shown error in this regard.

4. Finality

Walker enumerates that the trial court “erred in concluding that the order on damages was non-final.” Walker does not support this claim of error with a “specific reference to the record or transcript.” Court of Appeals Rule 25(d)(1)(i). Nor does Walker explain how this alleged error was harmful. Indeed, in this opinion, we resolve its direct appeal. See OCGA § 5-6-34(a)(1) (appeals may be taken from final judgments). Walker has not met its burden on appeal. *Bailey v. McIntosh County*, 322 Ga. 602, 616(3) (921 SE2d 382) (2025).

5. Frivolous appeal

We deny Saleem’s motion for frivolous appeal penalties.

Judgment affirmed in part and reversed in part. Watkins and Padgett, JJ., concur.