

**FIRST DIVISION
BARNES, P. J.,
MARKLE and HODGES, JJ.**

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October 21, 2026

In the Court of Appeals of Georgia

**A26A0969. WASTE MANAGEMENT OF GEORGIA, INC. v.
DASHT, LLC.**

HODGES, Judge.

This dispute involves two pieces of real property: a 40-by-40-foot piece of land under a billboard (the “Billboard Parcel”) and a different, adjacent piece of property containing a power line (the “Power Line Parcel”). Waste Management of Georgia, Inc. sold these parcels to Dasht, LLC in 2015. The dispute also concerns an easement running across other land Waste Management owns, which gave Dasht access to the Billboard Parcel. For reasons that will be outlined more fully below, Dasht sued Waste Management regarding both parcels.

Following a jury trial and verdict, Waste Management moved for judgment notwithstanding the verdict (“JNOV”), which the trial court denied. Waste

Management now appeals from that denial, arguing that the trial court erred in finding that any evidence supported the jury's verdict in favor of Dasht's claims of (1) interference with enjoyment of the Billboard Parcel; (2) negligent misrepresentation related to the Billboard Parcel; (3) interference with property rights as to the Power Line Parcel; and (4) attorney fees.¹ For the reasons that follow, we reverse.

In determining whether the trial court erred by denying [Waste Management's] ... motion for [JNOV], this [C]ourt must view and resolve the evidence and any doubt or ambiguity in favor of the verdict. A directed verdict and [JNOV] are not proper unless there is no conflict in the evidence as to any material issue and the evidence introduced, with all reasonable deductions therefrom, demands a certain verdict.

Nateghi v. Beauford Props., LLC, 337 Ga. App. 834, 836-837(1) (788 SE2d 909) (2016). See OCGA § 9-11-50(b). “[W]e review questions of law de novo.” *Old Republic Nat’l Title Ins. Co. v. RM Kids, LLC*, 352 Ga. App. 314 (835 SE2d 21) (2019). The evidence, viewed through these standards, will be discussed below as pertinent to each specific enumeration of error.

¹ The jury found in favor of Waste Management on Dasht's claims of breach of an easement agreement, fraud, rent, promissory estoppel, and punitive damages.

1. Waste Management argues that the trial court erred in denying its motion for JNOV as to the allegation that it interfered with Dasht's use and enjoyment of the Billboard Parcel. Because, as will be discussed more fully below, Dasht has not shown that misrepresentations by one of Waste Management's employees applied to this claim, we reverse.

As noted above, Waste Management granted Dasht an easement so that Dasht could access the Billboard Parcel. Access to the easement was restricted by a gate with a keypad lock, but Michael Erfani, Dasht's owner, was given the code. Sometime in 2016, however, Waste Management changed the gate code so Erfani could no longer access the Billboard Parcel. Waste Management contends that it did this because some of its employees saw that trees had been knocked over in the easement area, and that Erfani had dumped dirt and debris there in the process of building a road across the easement. Erfani had not obtained permits for either activity. Erfani testified that the permits were not necessary, but Waste Management contends on appeal, but without supporting record citations on this point, that permits were necessary. Waste Management asserts that it changed the gate code to prevent further "violations[,]"

and that Dasht could have regained easement access once it obtained permits “as required by law and the express terms of the [e]asement [a]greement.”

In its verdict, the jury found that Waste Management was not liable to Dasht for breaching the easement agreement by locking him out of the easement accessing the Billboard Parcel; however, it also awarded Dasht \$50,000 in damages for Waste Management’s interference with Dasht’s use and enjoyment of the Billboard Parcel. Waste Management argues on appeal that this means there is no factual or legal support for the interference with use and enjoyment verdict.

First, although the easement agreement indeed provides that Dasht must comply with all statutes, laws, and ordinances regarding the easement area, including the DeKalb County tree protection ordinance, and that any failure to do so would terminate the easement, Waste Management has pointed to no record evidence that permits were required for Dasht’s activities, and the record contains evidence that Waste Management never terminated the easement or declared Dasht in default. As a result, if the easement was not terminated, Dasht would have retained the right to access it — but, as noted above, the jury did not find Waste Management liable for breaching the easement.

Dasht argues, however, that breach of the easement is not the only evidence of unlawful activity supporting the jury's interference with use and enjoyment verdict, and cites to OCGA § 51-9-1, which provides that "[t]he right of enjoyment of private property being an absolute right of every citizen, every act of another which unlawfully interferes with such enjoyment is a tort for which an action shall lie."

Dasht argues that, although the two verdicts at issue here are "incongruent," it was only required to prove that some act, any act — other than breach of the easement agreement — unlawfully interfered with its use and enjoyment of the property. In support of this, Dasht cites to testimony from Erfani that one of Waste Management's employees, Brian Lee, told him that if he paid Lee \$30,000, Lee would get Waste Management to restore Dasht's access to the easement area.² Dasht also cites to testimony showing that Waste Management's district manager told Erfani that Lee had the authority to coordinate supervised access to the parcel. As discussed in Division 2 below, however, Lee did not have Waste Management's authority to accept off-the-books payments in exchange for access to the easement. Dasht argues,

² In this proposed deal, Erfani testified that Lee also promised to get Waste Management to move a power line, but this is an issue which will be discussed more fully in Division 3 of this opinion.

correctly, that the jury held Waste Management liable for Lee's misrepresentations. These tortious misrepresentations, Dasht contends, "interfered with Dasht's ability to use the Billboard Parcel."

Waste Management counters, however, that Dasht failed to argue at trial that this evidence supported its interference with use and enjoyment claim, and instead raised Lee's actions only in its negligent misrepresentation claim. Dasht provides no record citations and offers no argument regarding this point. See *Unified Gov't of Cusseta-Chattahoochee County v. Hoyte*, 377 Ga. App. 787, 791(2) n. 10 (921 SE2d 727) (2025) (finding that appellate courts will not cull the record on behalf of any party). Waste Management further contends that an award of damages under both these theories of liability — interference with use and enjoyment of the Billboard Parcel and negligent misrepresentation regarding the Billboard Parcel — would amount to an impermissible double recovery.

It is true that "[a] plaintiff may pursue any number of consistent or inconsistent remedies against the same person or different persons until he shall obtain a satisfaction from some of them." OCGA § 9-2-4. But it is likewise true that

a plaintiff is only entitled to one recovery and satisfaction of damages, because such recovery and satisfaction is deemed to make the plaintiff

whole. Thus, if two separate causes of action provide a legal theory for compensating one injury, only one recovery may be obtained by the plaintiff. It is only when the second cause of action entitles the plaintiff to recover for an injury separate and distinct from the injury compensated by the award for the first cause of action—or at least for an additional component of injury not covered by the first cause of action—that additional damages may be awarded by the jury.

Turnage v. Kasper, 307 Ga. App. 172, 186(2) (704 SE2d 842) (2010) (punctuation and footnotes omitted) (analyzing different elements of proof between claims for malicious prosecution and intentional infliction of emotional distress).

Dasht makes no argument regarding the separate elements of proof for the two theories of liability at issue here, nor has it attempted to show that “the factual parameters of [its] claims demonstrate that [it] suffered separate and distinct injuries.” *Turnage*, 307 Ga. App. at 188(2). It is axiomatic that, as an appellate court, we should not raise arguments on any party’s behalf. See *Muniz v. State*, 375 Ga. App. 140, 141-42(1)(b) (914 SE2d 358) (2025). Accord *Rampersad v. Plantation at Bay Creek Homeowners Ass’n*, 362 Ga. App. 329, 335(3)(b) n. 5 (868 SE2d 475) (2022) (finding that where appellee failed to raise an argument, an appellate court need not resolve the question). Because Dasht has neither shown that it argued at trial that Lee’s

misrepresentations applied to the use and enjoyment claim, and because we find no evidence of (nor does Dasht argue that there is) any injury in the interference with use and enjoyment claim that is (a) separate and distinct from a breach of the easement agreement and (b) separate and distinct from any injury underlying the negligent misrepresentation claim, the trial court erred in denying Waste Management's motion for JNOV on this claim.

2. Next, Waste Management contends that no evidence supports the jury's determination that Dasht — as opposed to Erfani as Dasht's owner or other unrelated companies Erfani owns — either reasonably relied on the negligent misrepresentations of Waste Management's employee, Lee, or were damaged by those misrepresentations. Finding error, we agree.

The record shows, as discussed in Division 1, that Lee offered access to the easement area leading to the Billboard Parcel in exchange for \$30,000. Waste Management's district manager testified that Lee was "[a]bsolutely not" authorized to accept payments in exchange for giving Erfani access to the easement again. Erfani, however, testified that he wrote a series of checks to Lee totaling \$12,250. The jury awarded Dasht \$10,000 on this claim.

Waste Management argues that, although Dasht is the party in the instant case, Erfani did not write the checks on a Dasht account, but rather wrote the checks on the accounts of other businesses that he also owns. In other words, Waste Management's argument is that *Dasht* did not suffer any economic losses; indeed, it contends that there is no evidence that Dasht repaid the other business entities on whose accounts the checks were drawn.

Dasht asserts without elaboration that regardless of which account the checks were from, all the money belonged to Erfani. Erfani, however, is not a party to the instant litigation.³ Our appellate courts have determined that "Georgia still recognizes corporate identity as separate from that of its principals or owners, so long as the corporate forms are maintained." *Yukon Partners v. Lodge Keeper Group*, 258 Ga. App. 1, 5 (572 SE2d 647) (2002) (recognizing that corporations are separate from their

³ Dasht has not argued that there is such a unity of interest between Erfani and Dasht, or between Dasht and the businesses on which the checks were drawn, that they function as a single entity. See generally *Paul v. Destito*, 250 Ga. App. 631, 639(6) (550 SE2d 739) (2001) (discussing the concept of corporate alter egos and finding, "Georgia courts pierce the corporate veil to remedy injustices which arise where a party has overextended his privilege in the use of a corporate entity in order to defeat justice, perpetrate fraud or evade contractual or tort responsibility. The theory applies when there is such unity of interest and ownership that the separate personalities of the corporation and the owners no longer exist.") (citation and punctuation omitted).

stockholders, and members of limited liability companies are separate from those companies). As such, there is no evidence that *Dasht* — as opposed to Erfani, as its owner, or the other nonparty companies Erfani owns on whose accounts the checks were drawn — suffered any economic loss based upon the checks Erfani wrote to Lee. See generally *Coe v. Proskauer Rose, LLP*, 314 Ga. 519, 526(2) (878 SE2d 235) (2022) (finding, in the context of the running of a statute of limitation, that “until economic loss is *actually* sustained by a plaintiff, he does not have a cause of action” for negligent misrepresentation).

Dasht argues, however, that because the jury awarded less than the amount of the checks, “it is apparent that the jury considered that Dasht suffered an economic injury ... *other than the \$12,250.00* that Mr. Lee unquestionably received” from Erfani’s checks. The evidence of this economic injury, Dasht argues, was Lee’s negligent misrepresentation, which “caused economic injury to Dasht in the form of the lost economic value of its access to the Billboard Parcel.” In support, Dasht cites to *City of Gainesville v. Waters*, 258 Ga. App. 555, 558(2) (574 SE2d 638) (2002) (finding, in an abatable nuisance action involving special damages, that “[u]nlawful interference with the right of the owner to enjoy possession of his property may be an

element of damages. The measure of damages for discomfort, loss of peace of mind, unhappiness and annoyance of the plaintiff caused by the maintenance of a nuisance is for the enlightened conscience of the jury.”) (punctuation omitted). Dasht did not raise a nuisance claim in the trial court, makes no argument on appeal regarding the type of damages available for a negligent misrepresentation claim, and provides no citations to the record for any discomfort, loss of peace of mind, unhappiness, or annoyance suffered.

Our Supreme Court has determined that the measure of damages in a negligent misrepresentation claim is the “out-of-pocket” standard. *BDO Seidman v. Mindis Acquisition Corp.*, 276 Ga. 311, 312(1) (578 SE2d 400) (2003). Quoting the Restatement (Second) of Torts § 552B, the Court found the Restatement’s standard to be the “proper measure of damages” in Georgia for negligent misrepresentation claims. See *BDO Seidman*, 276 Ga. at 311(1). The Restatement, as quoted by the Supreme Court, provides:

The damages recoverable for a negligent misrepresentation are those necessary to compensate the plaintiff for the pecuniary loss to him of which the misrepresentation is a legal cause, including (a) The difference between the value of what he has received in the transaction and its purchase price or other value given for it; and (b) Pecuniary loss suffered

otherwise as a consequence of the plaintiff's reliance upon the representation.

Id. at 311-12(1).

Setting aside the \$10,000 Erfani's other companies paid to Waste Management, Dasht has directed us to no other evidence of pecuniary loss related to Lee's negligent misrepresentation. Although Dasht contends that Erfani was damaged by loss of access to the easement, the company provides no argument and cites to no evidence of how Lee's negligent misrepresentation — which was targeted at helping Dasht *gain* access to the easement — also denied Dasht access to it. Further, other than the checks Erfani wrote, Dasht in this enumeration has directed us to no evidence whatsoever of *its own* pecuniary loss from Lee's negligent misrepresentation. See generally *Legacy Acad. v. Dole-Smith Enters.*, 337 Ga. App. 575, 581-82(b) (789 SE2d 194) (2016) (finding insufficient evidence to support an award of consequential damages and no “basis for the recovery” in a negligent misrepresentation case where plaintiff testified only that he and his wife had “depleted their savings and liquidated their stock and retirement accounts[,],” without specifying any amounts) (punctuation

omitted). Because no evidence supports the verdict, the trial court erred in denying Waste Management's JNOV on this claim.

3. Waste Management next argues that the denial of its JNOV should be reversed because no evidence supports the verdict on Dasht's interference with property rights claim related to the Power Line Parcel, pursuant to which the jury awarded Dasht \$320,000 in damages. Waste Management also argues that there is no evidence of damages for this claim. Although there is evidence that Waste Management interfered with Dasht's property rights, Waste Management is nonetheless correct that no evidence undergirds Dasht's claim for damages, so we find that the trial court erred.

We note at the outset that it is undisputed that when Dasht bought the Power Line Parcel, neither it nor Waste Management knew that an underground power line ran under the property. Dasht discovered the power line in 2016 while Erfani was operating an excavator on the property. The power line, which was owned by Georgia Power, did not supply power to Dasht's property. Rather, it supplied electricity to Waste Management's property.

Dasht's interference with property rights claim contended, pertinent to this appeal, that Waste Management had interfered with Dasht's property rights because it "refused to consent to the relocation of the power line onto the Waste Management Property" for 60 months. The parties admit in *judicio* that the power line eventually was relocated onto Waste Management's property in 2021.

(a) Waste Management argues that because the limited warranty deed for the Power Line Parcel provides that it was sold "[a]s-is, [w]here-is[,]" the company cannot be liable to Dasht for the placement of the power line or its interference with Dasht's property as a matter of law. As Dasht points out, however, in an action regarding real property, "an 'as is' clause concerns itself with obvious defects or at least those which are reasonably discernable." *Mulkey v. Waggoner*, 177 Ga. App. 165, 166 (338 SE2d 755) (1985). It is undisputed, as noted above, that neither party knew of the buried power line. Indeed, evidence at trial showed that none of the three surveys of the property showed the buried power line. As a result, the "as-is, where-is" clause in the deed presents no legal bar to Dasht's recovery on this claim.

(b) Waste Management also contends that it had no duty to "facilitate the movement" of the power line because it did not own the power line; Georgia Power

did, and as a result, Dasht should have sought relief from Georgia Power and failed to do so.⁴ This contention, however, sidesteps the point: Dasht specifically pled in this claim that “Waste Management refused to consent to the relocation of the power line onto the Waste Management Property, even though the power line exclusively serviced Waste Management’s facilities during that 60-month period[,]” and Erfani specifically testified that Dasht was not seeking damages for the fact that the power line was on Dasht’s property.

“The right of enjoyment of private property being an absolute right of every citizen, every act of another which unlawfully interferes with such enjoyment is a tort for which an action shall lie.” *Lee v. S. Telecom Co.*, 303 Ga. App. 642, 644(1) (694 SE2d 125) (2010), quoting OCGA § 51-9-1. See also OCGA § 51-9-3 (providing that even one who is only in bare possession of land has a right to recover for interference with that possession “in any manner”).

⁴ Waste Management also contends that Dasht’s claim is more equivalent to a constructive eviction claim than to an interference with property rights claim, but it does not show how this contention was preserved for our review. Ct. App. R. 25(a)(5) (providing that parties’ briefs “must” identify how claims of error were preserved for review).

Here, there was some evidence in the record from which the jury would have been authorized to find that Waste Management interfered with Dasht's possession of the property by delaying the removal of Georgia Power's power line. There was evidence in the record, and Erfani testified, that despite various negotiations between Dasht, Waste Management, and Georgia Power, Waste Management "d[id]n't cooperate" with Georgia Power's project manager, who was trying to obtain necessary easements to move the power line onto Waste Management's property. Erfani testified that although Georgia Power was willing to relocate the power line at no cost to Dasht or to Waste Management, Waste Management delayed the process for five years. The project manager eventually sent an e-mail to Erfani and Waste Management's attorney saying he would "no longer be working on this project" because despite a "time consuming" process of exploring and developing several different avenues and estimates for relocating the power line, he had not been "getting the necessary easements needed to continue this project" and "cannot move forward on this job."

Although Waste Management points to some conflicting evidence, "evidence must be construed to uphold the verdict even where the evidence is in conflict." *Old*

Republic Nat'l Title Ins. Co., 352 Ga. App. at 314. Viewed in the light most favorable to Dasht, as the party opposing the motion for JNOV, *id.*, the evidence outlined above does not demand a verdict in Waste Management's favor.

Nateghi, 337 Ga. App. at 837(1). Thus, under the applicable legal standards at issue, Dasht brought a proper claim for interference with property rights, but that does not end our analysis, because to recover on this claim, Dasht needed to provide evidence of damages.

(c) In this regard, Waste Management next contends that Dasht presented no “legally sufficient evidence from which a jury could reasonably calculate any damages” related to the interference with property rights claim. We agree.

Erfani testified that during the five-year delay, he was unable to do any significant work to develop the Power Line Parcel, and Waste Management never compensated him for construction delays. As Waste Management points out, when Erfani began to testify on the topic of damages related to this claim, Waste Management interposed a hearsay objection, and Dasht moved on to questioning Erfani about a different piece of property and never returned to the Power Line Parcel's damages issue.

Dasht's appellee's brief cites to no other evidence of damages for this claim.⁵ In closing arguments, as Waste Management asserts in its appellant's brief, Dasht asked the jury for \$912,500 for the interference with property rights claim. This, however, was based upon Erfani's testimony in the context of the Billboard Parcel — not the Power Line Parcel at issue here. Erfani testified, as to the Billboard Parcel, that because he “paid great money” for the easement allowing access to the billboard, “I think I deserve to get \$500 a day.” In closing arguments, Dasht told the jury, “if Mr. Erfani thinks \$500 a day for his lost use of the [B]illboard [P]arcel is fair, I respectfully submit that the same amount should apply to the main parcel. \$500 a day times 365 days times five years equals \$912,500.” Dasht offered no other evidence or rationale on this point.

The \$500-a-day evidence, however, had nothing to do with the Power Line Parcel and cannot be evidence of damages involving that parcel. That leaves us with Dasht's bare reference to Erfani's testimony that development of the Power Line Parcel was delayed for five years. The jury awarded \$320,000 in damages on the

⁵ Although Erfani testified about the advantageous aspects of the Power Line Parcel's location, and about revenue earned from another property he owns which, like the Power Line Parcel at issue, is located on Moreland Avenue, Dasht does not reference this evidence on appeal, so we do not address it further.

interference with property rights claim for that parcel. Dasht contends that it sought general damages,⁶ citing to *Lanier v. Burnette*, which provides that, “[a]s to general damages, where there is such a wrongful interference with the comfortable enjoyment of property by a person in possession, no precise rule for ascertaining damage can be given; therefore the jury are left to say what, in their judgment, the defendant ought to pay[.]” 245 Ga. App. 566, 571(3) (538 SE2d 476) (2000) (punctuation omitted). See also OCGA § 51-12-2(a) (“General damages are those which the law presumes to flow from any tortious act; they may be recovered without proof of any amount.”). The liberal parameters for general damages are not a blank check, however.

Our Supreme Court has determined that

[t]here is no fixed standard for the determination of the amount of general damages and proof from which the *exact computation* can be arrived at is not required. Evidence may be submitted *from which the jury may fairly estimate the amount of general damages that will reasonably compensate for the wrong done*.

⁶ See generally *Daniel v. Perkins Logging Co.*, 9 Ga. App. 842, 843 (72 SE438) (1911) (finding that general damages may be available where possession by the plaintiff and illegal interference by the defendant are alleged “in light of the relevant proved facts and circumstances”).

Bedingfield v. Brewer, 220 Ga. 453, 461 (139 SE2d 389) (1964) (emphasis added) (finding the owner of a fence was entitled to an award of \$200 in general damages even though he had “failed to prove” the exact value of a destroyed fence or the cost of replacing because the award was supported by specific evidence regarding the magnitude of destruction wrought on the fence); see *id.* at 454, 460 (syllabus) (recounting, among other things, that fence owner sought \$500 in damages and provided evidence that 1200-1300 feet of fencing had been wrongfully cut and that many posts had been removed and carried away). In *Morgan v. Black*, this Court provided that “[t]here must be sufficient evidence from which the damage can be estimated, and this must include some facts and circumstances from which the jury may arrive at a just amount of monetary compensation[.]” 86 Ga. App. 775, 778(1) (72 SE2d 558) (1952) (finding that there must be proof of loss or the effect upon value). As is clear from the language in *Bedingfield* and *Morgan*, to meet the JNOV “any evidence” standard, a plaintiff must provide some evidence “from which the jury may fairly estimate” the damages amount that will provide it with fair compensation. *Bedingfield*, 220 Ga. at 461. See generally *Nateghi*, 337 Ga. App. at 838(1)(a) (reversing the denial of a JNOV where, in a claim for lost profits, plaintiff offered evidence of

“revenues generated” but provided no evidence of profits, projected revenues, or expenses). Here, the only evidence Dasht offers in response to this enumeration is Erfani’s answer to counsel’s questions about the impact of the five-year delay in moving the power line: “it prevent[ed him] to go forward with [his] plan[,]” and he was unable to do significant work to develop the property. Dasht provides no record citations to Erfani’s plan and presents no argument or evidence regarding the costs or impact of the delay, what Erfani planned to build or do on the property, or even the general scope of the work. *Hoyte*, 377 Ga. App. at 791(2) n. 10. See also *Muniz*, 375 Ga. App. at 141-42(1)(b).

Despite evidence of Waste Management’s interference with its property rights, as outlined in Division 3(b), Dasht has shown no evidence of damages from that interference. In *Webster v. Purdy*, 166 Ga. App. 183 (303 SE2d 521) (1983), this Court found, in a case involving a breach of a covenant not to compete, that there was no evidence supporting a jury’s verdict where nothing in the transcript “indicate[d] that the plaintiffs lost any income or suffered any other injury as the result of the defendants’ conduct in helping their two former employees establish and operate a

competing employment agency.” Id. at 184. In determining that the trial court erred in denying the defendants’ motion for JNOV, this Court recognized that when

estimating such damages all the facts and circumstances tending to show the extent thereof may be considered by the jury; but if the plaintiff fails to furnish sufficient data to enable the jury, with a reasonable degree of certainty and exactness, to estimate the actual damages sustained by the purchaser, then his recovery will be restricted to nominal damages.

Id. at 185, quoting *Shaw v. Jones, Newton & Co.*, 133 Ga. 446, 450 (66 SE 240) (1909). Compare *Ga. Power v. Womble*, 150 Ga. App. 28, 32(3)(a) (256 SE2d 640) (1979) (“The law infers some damage from the invasion of a property right and if no evidence is given of any particular amount of loss, declare the right by awarding what it terms nominal damages.”).⁷

Dasht cites *Freightliner Chattanooga, LLC v. Whitmire* to argue that “[t]he rule against the recovery of vague, speculative, or uncertain damages relates more especially to the uncertainty as to cause, rather than uncertainty as to the measure or extent of the damages.” 262 Ga. App. 157, 162(1)(b) (584 SE2d 724) (2003). As

⁷ Dasht makes no argument regarding nominal damages on appeal, it does not appear from the record that it sought nominal damages in the trial court, and the jury was not instructed on nominal damages. We will not address the matter further.

Freightliner Chattanooga provides, “[m]ere difficulty at fixing their exact amount, where proximately flowing from the alleged injury, does not constitute a legal obstacle in the way of their allowance[.]” *Id.* Pretermitted the applicability of this case to the instant appeal,⁸ however, there is a notable difference between the difficulty in fixing an “exact” amount of damages and a complete absence of evidence as to the value of damages. See *Bedingfield*, 220 Ga. at 461. In *Freightliner Chattanooga*, immediately prior to the language Dasht cites, as quoted above, this Court outlined the evidence of damages that the plaintiff provided in support of his claim for lost profits: tax returns showing the income and expenses from his business, a dollar figure for his earnings for a particular year from one specific client, dollar figures for his weekly earnings immediately prior to the accident at issue, and evidence of his expenses for his truck, including loan payments and “yearly expenses for fuel, tags, garage service, tires, and repairs.” 262 Ga. App. at 162(1)(b). While the *Freightliner Chattanooga* plaintiff may not have provided an exact amount of damages, he certainly provided

⁸ We note that *Freightliner Chattanooga* involved a claim for lost profits. 262 Ga. App. at 160(1). See *Mullally v. CU Capital Market Solutions, LLC*, 379 Ga. App. 873, 878(1) (931 SE2d 427) (2026) (describing lost profits and lost investment as consequential or special damages). Here, as noted above, Dasht argues that it has asserted a claim for general damages, not consequential or special damages.

evidence from which a jury could estimate damages with a reasonable degree of certainty.

Dasht, by contrast, has directed us to nothing in the record indicating the impact of the interference other than it delayed an unidentified type of construction. Dasht presents no argument or evidence on appeal as to what the project was or its scope. This does not constitute “any evidence” because it gave the jury no evidence from which to reasonably or fairly estimate damages. See *Bedingfield*, 220 Ga. at 461; *Webster*, 166 Ga. App. at 184-85; *Morgan*, 86 Ga. App. at 778(1). “Consequently, we must conclude that there was no evidentiary basis for the jury’s verdict and that the trial court erred in denying the defendant[‘s] motion for judgment notwithstanding the verdict.” *Webster*, 166 Ga. App. at 185.

4. Finally, Waste Management argues that the denial of its motion for JNOV on the OCGA § 13-6-11⁹ attorney fee award to Dasht was error. We agree.

“A prerequisite to any award of attorney fees under OCGA § 13-6-11 is the award of damages or other relief on the underlying claim.” *United Cos. Lending Corp.*

⁹ OCGA § 13-6-11 provides that “where the defendant has acted in bad faith, has been stubbornly litigious, or has caused the plaintiff unnecessary trouble and expense,” the jury may allow attorney fees as part of damages.

v. Peacock, 267 Ga. 145, 147(2) (475 SE2d 601) (1996). As noted in Division 3, Dasht did not seek nominal damages, nor was the jury so instructed. See *Cap. Bank v. Chambers*, 196 Ga. App. 901 (397 SE2d 149) (1990) (finding that, “[a]lthough nominal damages could have been sought, the jury was instructed only that it could award damages for attorney fees and expenses of litigation”). Because we have reversed all portions of the jury’s verdict, the award of attorney fees cannot stand and the trial court erred in denying Waste Management’s motion for JNOV on this claim. See also *Sandy Springs Toyota v. Classic Cadillac Atlanta Corp.*, 269 Ga. App. 470, 473(4) (604 SE2d 303) (2004) (“A claim for expenses of litigation under OCGA § 13-6-11 is not an independent cause of action.”).

Judgment reversed. Barnes, P. J., and Markle, J., concur.