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# Lin Wood Must Pay \$2M To Ga. Court After Defamation Verdict

By **Jack Karp**

Law360 (December 16, 2024, 4:23 PM EST) -- Embattled former attorney Lin Wood will have to hand over \$2 million to a Georgia federal court and must ensure that property offered as collateral is accessible and maintained while he appeals a \$4.5 million defamation award against him, a federal judge ruled Monday.

The order allows Wood, who told the court he doesn't have the cash to post a standard bond for the full \$4.5 million he owes, to set an alternative supersedeas bond to satisfy the judgment while his appeal of the verdict plays out.

In addition to paying the \$2 million, Wood has to take steps to ensure that two properties he offered as collateral are unencumbered and kept insured and in good repair, according to U.S. District Judge Michael L. Brown's order.

"The court credits defendant's testimony and concludes he has objectively demonstrated his financial inability to post a full cash supersedeas bond. The court thus waives that requirement and permits defendant to post an alternative bond," Judge Brown said.

A jury found in August that Wood **must pay \$3.75 million** in damages and **\$750,000 in attorney fees and costs** to three former law partners he defamed when he falsely accused them of criminal extortion in **social media posts**.

Wood has appealed that judgment, and in October he requested the court approve an alternative supersedeas bond and stay execution of the judgment. He doesn't have the cash necessary to post a standard bond because he's unable to practice law and hasn't earned income since 2021, Wood told the court in an affidavit and courtroom testimony, according to Judge Brown.

He offered instead to transfer \$2 million into an interest-bearing, joint account that would list him and another individual the plaintiffs chose as account holders and to provide \$6 million worth of other property located in Atlanta and Yemassee, South Carolina, as collateral.

His former partners — Nicole J. Wade, G. Taylor Wilson and Jonathan D. Grunberg of Wade Grunberg & Wilson LLC — opposed Wood's motion, saying he had failed to provide evidence such as tax returns or other financial documents proving his inability to post a standard bond.

But the case the plaintiffs claimed required such evidence "recognized no hard-and-fast requirement for documentation. It merely acknowledged the need for the party seeking a waiver of a traditional supersedeas bond to 'objectively demonstrate' valid reasons for the waiver," Judge Brown said Monday.

Judge Brown did, however, reject some of Wood's request, concluding that while the \$8 million value of the collateral was sufficient to protect the plaintiffs' interests, Wood's proposal for keeping the value of that collateral safe was not.

Wood failed to provide any plan for how the proposed joint account would be maintained and the money distributed if his appeal fails, according to the judge.

"Even if plaintiffs appointed a representative to act as a joint owner of the account, given his status

as a co-owner, defendant could simply refuse to relinquish the funds to plaintiffs, leading to additional, needless litigation. He says he won't, but he could always change his mind," Judge Brown ruled. "A promise or best intentions is not the guarantee required of a bond."

As for his pledge of the two properties as collateral, Wood didn't provide any mechanism for the plaintiffs to access this collateral if his appeal is unsuccessful, nor did he propose any method for ensuring the properties keep their value through the appeal, according to the judge.

"For example, he does not offer to grant plaintiffs a mortgage lien on the properties or provide any method to ensure he maintains the properties in good repair," the judge said.

So in addition to paying \$2 million to the court, Wood will have to file an affidavit showing that the two properties are unencumbered and there's no other claim of ownership on those properties' titles. He also has to grant the plaintiffs a mortgage lien on the two properties, maintain them in good repair and pay all taxes on the properties.

"We are pleased with Judge Brown's thorough order on the bond. It includes \$2 million to be paid into the registry of the court, and it requires that Mr. Wood grant my clients a mortgage lien on two properties with other protections to be put in place. This is essentially what we had asked the judge to do with the bond issue," the plaintiffs' attorney, Andrew M. Beal of Beal Sutherland Berlin & Brown LLP, said in a statement Monday.

Attorneys for Wood did not respond to a request for comment.

Wade, Grunberg and Wilson are represented by Andrew M. Beal and Milinda L. Brown of Beal Sutherland Berlin & Brown LLP.

Wood is represented by R. Christopher Harrison and Jackson A. Griner of Downey & Cleveland LLP and John P. Exum Jr. of John Exum Law LLC.

The case is Wade et al. v. Wood, case number 1:22-cv-01073, in the U.S. District Court for the Northern District of Georgia.

-Additional reporting by Kelcey Caulder. Editing by Andrew Cohen.