

IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

OMAR ALI, 1800 JONESBORO RD LLC,  
AND UMMAH HOLDINGS LLC,

Plaintiffs,

v.

HEATHER M. GRAYBILL, ZACHARY  
MURRAY, PAULA KUPERSMITH, AND  
ANTONIO F. GLASS

Defendants.

Civil Action File  
No. 24EV003341

**AMENDED VERIFIED COMPLAINT**

Plaintiffs Omar Ali, 1800 Jonesboro Rd LLC, and Ummah Holdings LLC (collectively as “Plaintiffs” or “Ali”) file this Amended Verified Complaint against Defendants Heather Graybill, Zachary Murray, Paul Kupersmith, and Antonio Glass (collectively as “Defendants”) showing this Court as follows:

**PARTIES, JURISDICTION, AND VENUE**

1.

Omar Ali is currently a resident of Fayette County, Georgia.

2.

1800 Jonesboro Rd LLC is a domestic limited liability company organized and existing under the laws of the state of Georgia with a principal office address of 1800 Jonesboro Rd SE, Atlanta, Georgia 30315.

3.

Ummah Holdings LLC is a domestic limited liability company organized and existing under the laws of the State of Georgia with a principal office address of 1800 Jonesboro Rd SE, Atlanta, Georgia 30315.

4.

1800 Jonesboro Rd LLC and Ummah Holdings LLC are separate and distinct corporate entities.

5.

Nevertheless, the public refers to Plaintiffs colloquially as Ali Development, Ali Family Development, and/or Ali Development Corporation.

6.

Antonio F. Glass (“Defendant Glass”) is a resident of Fulton County, Georgia. He may be served with process at his residence which is located at 68 Adair Avenue SE, Atlanta, Georgia 30315.

7.

Heather M. Graybill (“Defendant Graybill”) is a resident of Fulton County, Georgia. She may be served with process at her residence which is located at 1887 Lakewood Ter SE, Atlanta, Georgia 30315.

8.

Paula Kupersmith (“Defendant Kupersmith”) is a resident of Fulton County, Georgia. She may be served with process at her residence which is located at 20 Gould Street SE, Atlanta, Georgia 30315.

9.

Upon information and belief, Defendant Kupersmith is employed by NOVA Engineering and Environmental, LLC, an entity that provides services to real estate developers and other professionals.

10.

Zachary Murray (“Defendant Murray”) is a resident of Fulton County, Georgia. He may be served with process at his residence which is located at 150 Adair Avenue SE, Atlanta, Georgia 30315.

11.

Upon information and belief, Defendant Murray is a real estate professional employed by “The Guild”, an entity that focuses on real estate development.

12.

Jurisdiction and venue are proper in this Court.

#### **FACTS COMMON TO ALL COUNTS**

13.

Plaintiffs focus on development within communities by concentrating on small business growth and sustainable economic development to further the goals of the community at hand.

14.

Plaintiffs have been attempting to procure a property located at 335 Sawtell Avenue (which is also identified as Fulton County Tax Parcel Identification Number 14 -0039-0002-006-1 and which is also known as the “Lakewood Elementary School”) (the “Property”) since 2019.

15.

Plaintiffs have had community support throughout the entirety of this process and planned the development of the Property based on community needs and interests.

16.

Defendants were on the board of directors for an unincorporated entity known as the Lakewood Heights Community Association (the “Association”) at all relevant times.

17.

Defendants for unknown reasons began to slander and defame Plaintiffs to dissuade Atlanta Independent School System (“APS”) and the Lakewood community from supporting Plaintiffs’ plans for the Property.

18.

Defendants operated and continue to feed false information concerning Plaintiffs and their related businesses to third parties.

19.

Defendants within public meetings, of the Association, APS, and one of the neighborhood planning units for the City of Atlanta, which unit encompasses the Property and surrounding community (the “NPU”), and to reporters have made allegations about Plaintiffs asserting that the community had no knowledge about the Property’s potential sale to Plaintiffs, Plaintiffs’ procurement of the Property would not be in the community’s best interest, and the community does not support Plaintiffs’ actions. *See* John Ruch, *In Lakewood Heights, new Atlanta Public Schools land-sale process raises concerns and support*, SAPORTAREPORT, October 9, 2023. A true and correct copy of the article is attached hereto as Exhibit “1”.

20.

Upon information and belief, Defendants allege that Plaintiffs attempt to circumvent APS’ process for disposition or lease of the Property. *See* Exhibit “1”.

21.

Plaintiffs’ plans for the Property coincide with APS’ goals for the Property, as identified by APS as surplus property, which policy of APS known as the innovative disposal strategy. *See* John Ruch, *Atlanta Public Schools plans affordable housing and more for surplus properties*,

*names two pilot projects*, SAPORTAREPORT, September 20, 2023. A true and correct copy of the article is attached hereto as Exhibit “2”.

22.

Upon information and belief, even though Plaintiff Omar Ali is an African American, Defendants assert that Plaintiffs are racist or are racist enterprises that support white power groups and Russian alt-right groups that the community should avoid supporting or interacting with. *See Lakewood Heights, Atlanta Property Development Assists Pro-Kremlin White Power Leader*, ATLANTA ANTIFASCISTS, March 3, 2022. A true and correct copy of this article is attached hereto as Exhibit “3”.

23.

Upon information and belief, one, some, or all of the Defendants participated in the drafting, and/or conveyance of false information to the authors, of the articles attached hereto as Exhibit “1” and Exhibit “3”.

24.

Upon information and belief, one, some, or all of the Defendants participated in the drafting and/or conveyance of false information to the authors of the Community Warning flyer that was posted around the community and on NextDoor. A true and correct copy of the NextDoor post is attached hereto as Exhibit “4”.

25.

This flyer has incited discourse within the community as it has made many community members negatively view Plaintiffs. *See* Exhibit “4”.

26.

One, some, or all of the Defendants participated in the drafting, and/or conveyance of false

information to the authors, of the articles attached hereto as Exhibit “1” and Exhibit “3” with malice towards the Plaintiffs and with the specific intent to harm Plaintiffs’ reputation in their profession as well as Plaintiffs’ current and prospective contractual relationships.

27.

Defendants also publicly asserted that Lakewood residents and community members should avoid Plaintiffs’ businesses and other business interests due to malintent Defendants alleged Plaintiffs have to the community. *See* Exhibit “3”.

28.

Defendants assert that the community does not support Plaintiffs or Plaintiffs’ development efforts in the community. *See* Exhibit “1”; Exhibit “3”.

29.

All Defendants have repeatedly contacted a multitude of third parties and spread false information about Ali to negatively impact Ali’s reputation as a developer and business owner and generally.

30.

Specifically, Defendants Kupersmith and Murray contacted Dr. Duwon Robinson requesting his support against Ali. A true and correct copy of Dr. Duwon Robinson’s Affidavit attached hereto as Exhibit “5”.

31.

Defendants Kupersmith and Murray informed Dr. Robinson and, upon information and belief, other third parties that Ali shared racist beliefs and values with a developer from which Defendants procured a property from. *See* Exhibit “5”.

32.

Defendants Kupersmith and Murray further stated to Dr. Robinson and, upon information and belief, other third parties that Ali was unreputable, dishonest, and deceitful in its profession.

Id.

33.

Defendant Glass informed Mr. Anthony Wilson that Ali is a nefarious and inferior developer who worked in its own self interest instead of that of the community.

34.

Upon information and belief, Defendants Kupersmith and Murray have informed Mr. Anthony Wilson and, upon information and belief, other third parties to avoid Plaintiffs' businesses. A true and correct copy of Mr. Anthony Wilson's Affidavit attached hereto as Exhibit "6".

35.

Defendant Graybill and the other Defendants communicated with Ms. Gloria Hawkins-Wynn and, upon information and belief other third parties, false statements about Ali's character, veracity, morality, reputation, and ability as a developer. A true and correct copy of Ms. Gloria Hawkins-Wynn's Affidavit attached hereto as Exhibit "7".

36.

Defendants repeatedly informed third parties (i.e., prospective and current customers of Ali's business and the businesses of Ali's tenants) that they should avoid Ali's businesses and businesses associated with Ali due to their personal spite of Ali. *See* Exhibit "5", Exhibit "6", and Exhibit "7".

37.

Specifically, Defendants Kupersmith and Murray told Dr. Robinson that he should not patronize the businesses of Ali or any businesses that leased space from Ali. Exhibit "5".

38.

Defendants even chastise third parties who frequent Ali's businesses. Exhibit "6".

39.

For example, Defendant Glass berated Mr. Wilson for utilizing one of the Ali's spaces for a party. Exhibit "6".

40.

Defendant Graybill urged groups of the community to not frequent Ali's businesses. Exhibit "7".

41.

Defendant Graybill even informed fellow board member, Ms. Hawkins-Wynn, that she hates Ali and refused to add Ali's plans for the Property to the LHCA board agenda. Exhibit "7".

42.

Defendants have hindered and/or actively prevented Plaintiffs from discussing the Property and/or potential development of the Property in a public forum which Defendants controlled or sought to control, such as meetings of the Association, which would have allowed public commentary and discussion. A true and correct copy of emails between Plaintiff Omar Ali and Defendants are hereto attached as Exhibit "8".

43.

At all relevant times, Defendants held themselves out as or were on the governing board of the Association.

44.

However, and contrary to the statements and efforts of the Defendants, the NPU wrote a letter (the “Letter of Support”) in support of Plaintiffs’ development plans for the Property. A true and correct copy of the Letter of Support is attached here to as Exhibit “9”.

45.

Despite the NPU authoring the Letter of Support, Defendants have publicly and repeatedly falsely stated that the Letter of Support does not reflect the opinion of the community or the NPU, and in doing so acted in their individual capacities or, via ultra vires acts, in their official capacities. *See* Exhibit “1”.

46.

Defendants have disseminated and caused to be publicly displayed flyers stating the Property is not for sale, and Defendants did so despite their knowledge of Plaintiffs’ efforts to acquire the Property and the APS’ intent to dispose of the Property.

47.

Defendants’ statements regarding the Letter of Support were false, implied that Plaintiffs lack honest and integrity, sought to harm Plaintiffs’ reputation in its profession, and materially interfere with Plaintiffs’ current and prospective business relationships.

48.

Due to Defendants’ false accusations and statements, upon information and belief, APS has begun to reevaluate its purposes for the Property. *See* Carrie L. Williams, *Swift Action by Lakewood Heights Community Planning Leaders Confronts Elementary School “Protest Petition” Effort as “Personal Agenda”, “Divisive,”* CONSTANT CONTACT, December 22, 2022, at 2-3. A true and correct copy of the article is attached hereto as Exhibit “10”.

49.

Defendants do not have the community's support. *See id.*

50.

The community has expressed skepticism and distrust towards Defendants and the private interests related to the Property and the effects of Defendants' actions on the development of the Property. *See id.*

**COUNT I: PETITION FOR INJUNCTIVE RELIEF**

51.

Plaintiffs incorporate by reference all allegations contained in Paragraphs 1 through 50 as if set forth fully herein.

52.

Defendants have, and continue to intentionally and actively publish false, misleading, defaming, and harassing statements regarding Plaintiffs and its businesses.

53.

Those statements defame, disparage, and incite harm to Plaintiffs since Defendants misled the community and APS.

54.

Given the status of Plaintiffs within the community and role as real estate developers and business leaders, any further statements or publications from Defendants will cause additional harm to Plaintiffs and its businesses.

55.

Defendants' actions described herein, if allowed to continue, will result in immediate and irreparable injury, loss, or damage to Plaintiffs and its business.

56.

Pursuant to O.C.G.A. § 9-11-65, Plaintiffs request that this Court issue a Temporary Restraining Order (“TRO”) and permanent injunction enjoining Defendants from making, or causing to be made, defamatory, disparaging, libelous, or slanderous statements verbally or in writing concerning Plaintiffs, Plaintiffs’ representatives, or agents.

**COUNT II: TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS**

57.

Plaintiffs incorporate by reference all allegations contained in Paragraphs 1 through 56 as if set forth fully herein.

58.

Plaintiffs have prospective contractual and business relationships in the community regarding properties other than the Property.

59.

Plaintiffs have prospective contractual relationships with the APS pertaining to the Property.

60.

Defendants have no contractual relationships and are strangers to the prospective business relationship Plaintiffs have with APS.

61.

Defendants’ communications with APS, community leaders, news outlets, and the NPU, have included statements and other communications which imply or explicitly state that one or more Plaintiffs are such things as, but not limited to, dishonest, incompetent, racist, a thief, and conman.

62.

Defendants' communications regarding the Plaintiffs were made without privilege.

63.

Defendants have acted purposefully and with malice and the intent to injure the Plaintiffs by preventing Plaintiffs an equal opportunity to participate in the APS process for potential buyers or users of the Property, even though Plaintiffs received recommendation from the Association and the NPU.

64.

Defendants have created conflict and spread salacious rumors without any factual background hindering the contracting of Plaintiffs for the Project.

65.

APS now plans to reconsider its policies for disposition of the Property due to the Defendants' false and tortious communications.

66.

Defendants' conduct proximately caused the damage to Plaintiffs relating to the prospective contractual and business relationships regarding real property of Plaintiffs, other than the Property.

67.

Defendants' conduct proximately caused the damage to Plaintiffs relating to the prospective contract with APS, making the APS reconsider Plaintiffs' offer due to the Defendants' false assertions.

68.

Plaintiffs are entitled to damages proximately caused by the Defendants' tortious

interference with prospective business relations in an amount to be determined at trial in this matter.

**COUNT III: TORTIOUS INTERFERENCE WITH CURRENT  
BUSINESS RELATIONS**

69.

Plaintiffs incorporate by reference all allegations contained in Paragraphs 1 through 68 as if set forth fully herein.

70.

Plaintiffs have current contractual and business relationships in the community regarding properties other than the Property.

71.

Plaintiffs have had ongoing contractual relationships and discussions with the APS pertaining to the Property.

72.

Defendants are strangers to the contractual relationship and business relationships Plaintiffs have with APS.

73.

Defendants' communications with APS, community leaders, news outlets, and the NPU, have included statements and other communications which imply or explicitly state that one or more Plaintiffs are such things as, but not limited to, dishonest, incompetent, racist, a thief, and conman.

74.

Defendants' communications regarding the Plaintiffs were made without privilege.

75.

Defendants have acted purposefully and with malice intending to injure the Plaintiffs by preventing Plaintiffs an equal opportunity to participate in the APS process for buyers or users of the Property, even though Plaintiffs received recommendation from the Association and the NPU.

76.

Defendants have created conflict and spread salacious rumors without any factual background hindering the contracting of Plaintiffs for the Project.

77.

APS now plans to reconsider its policies for disposition of the Property due to the Defendants' false and tortious communications.

78.

Defendants' conduct proximately caused the damage to Plaintiffs relating to the current contractual and business relationships regarding real property of Plaintiffs, other than the Property.

79.

Defendants' conduct proximately caused the damage to Plaintiffs relating to the current business and contractual relationships with APS, making APS reconsider Plaintiffs' offer due to the Defendants' false assertions.

80.

Plaintiffs are entitled to damages proximately caused by the Defendants' tortious interference with current business relations in an amount to be determined at trial in this matter.

**COUNT IV: DEFAMATION: LIBEL AND SLANDER**

81.

Plaintiffs incorporate by reference all the allegations contained in Paragraphs 1 through 80

as if set forth fully herein.

82.

Defendants falsely, maliciously, and intentionally defamed Plaintiffs.

83.

Defendants have published, printed, and spoken false statements concerning Plaintiffs.

84.

Defendants published such statements with knowledge that the statements were false and defaming towards Plaintiffs, with reckless disregard for the truth of the statements, and/or with negligence in failing to ascertain the truth of the statements.

85.

Defendants' libel and slander of Plaintiffs relates to Plaintiffs' reputation and character, constituting a serious threat to Plaintiffs' reputation.

86.

Defendants' actions constitute slander and libel.

87.

Such statements have damaged Plaintiffs' reputation.

88.

Defendants' defamation of Plaintiffs has caused damage to Plaintiffs in an amount to be determined at trial in this matter.

**COUNTY V: SLANDER PER SE**

89.

Plaintiffs incorporate by reference all the allegations contained in Paragraphs 1 through 88 as if set forth fully herein.

90.

Defendants' oral statements to third parties constitute slander per se as set forth in O.C.G.A. § 51-5-1, *et. seq.*

91.

Defendants communicated harmful and untrue statements to third parties.

92.

Defendants knew or should have known that such harmful and untrue statements would likely result, and in fact did result, in material and substantial defamation of Plaintiffs, personally and professionally. Malice can be inferred from the character of the allegations.

**COUNT VI: LITIGATION COSTS UNDER O.C.G.A. § 13-6-11.**

93.

Plaintiffs incorporate by reference all of the allegations contained in Paragraphs 1 through 92 as if set forth fully herein.

94.

Plaintiffs are entitled to recover its reasonable attorneys' fees and expenses of litigation, in an amount to be proven at trial, pursuant to O.C.G.A. § 13-6-11, because Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiffs unnecessary trouble and expense.

**COUNT VII: PUNITIVE DAMAGES**

95.

Plaintiffs incorporate by reference all of the allegations contained in Paragraphs 1 through 94 as if set forth fully herein.

96.

Defendants' actions described herein exhibit willful misconduct, malice, fraud, wantonness, oppression, or entire want of care as would raise the presumption of conscious indifference to the consequences of such actions.

97.

Based upon Defendants' wrongful and tortious conduct described herein, Plaintiffs are entitled to punitive damages to be proven at trial sufficient to punish, penalize, and/or deter Defendants from acting in such a wrongful manner ever again.

**WHEREFORE**, Plaintiffs pray as follows:

1. For a Temporary Restraining Order and permanent injunction enjoining Defendants from making, or causing to be made, defamatory, disparaging, libelous, or slanderous statements verbally or in writing concerning Plaintiffs, Plaintiffs' representatives, or agents;
2. For an award of all available damages as proven at trial, including, but not limited to, statutorily, actual, and punitive damages to be determined by the trier of fact;
3. For an award of all Plaintiffs' costs, expenses, and attorneys' fees in connection with this action, and
4. For such other and further relief as the Court deems just, equitable, and proper.

This 6th day of June, 2024.

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**VERIFICATION OF OMAR ALI**

Personally appeared before the undersigned subscribing officer, duly authorized to administer oaths, on behalf of Omar Ali, individually, as President of 1800 Jonesboro Rd LLC, and as Manager of Ummah Holdings, LLC, who after being duly sworn, deposes and says that he has reviewed the foregoing Amended Verified Complaint and that the facts contained therein are true and correct based upon his personal knowledge.



Omar Ali

Sworn to and subscribed before me this 5<sup>th</sup> day of June 2024.

  
Notary Public

My Commission Expires: MARCH 15, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on this day I filed the within and foregoing **AMENDED VERIFIED COMPLAINT** with the Court using the Odyssey eFileGA filing system and served Defendants via e-mail.

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This 6th day of June, 2024.

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