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IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA

FILED
HALL CO., GA

2008 OCT 17 PM 4:22

MIKE WEAVER

Plaintiff,

vs.

**WENDELL R. SPELL,
NORTH GEORGIA EQUIPMENT
SALES, LLC and CORNERSTONE
INTERNATIONAL INVESTMENTS, LLC,**
Defendants.

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DWIGHT S. WOOD, CLERK
SUPERIOR STATE COURT

BY AD
Civil Action File No.
2008CV3275C

COMPLAINT FOR DAMAGES

COMES Mike Weaver, Plaintiff in the above styled civil action, and submit this Complaint against Wendell R. Spell, North Georgia Equipment Sales, LLC, and Cornerstone International Investments, LLC and shows the Court as follows:

GENERAL ALLEGATIONS

1.

Defendant Wendell R. Spell is a resident of Hall County, Georgia and may be served at his residence 133 Railroad Street Clermont, GA 30527

2.

Defendants North Georgia Equipment Sales, LLC and Cornerstone International Investments, LLC are Georgia limited liability companies with offices and places of doing business in Hall County, Georgia and may be served with process through their respective registered agent, Wendell Spell, 1301 Aviation Boulevard, Gainesville, Georgia 30501.

3.

Defendants are subject to the jurisdiction of this Court. Jurisdiction and venue are proper in the Superior Court of Hall County, Georgia.



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Historic J. Carter House
(Built 1887)

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4.

Defendants individually and by their authorized agents entered into an agreement with Plaintiff whereby Plaintiff provided investment capital to Defendants for the purchase and sale of large equipment. Defendants agreed in turn to use said funds to purchase and sell said equipment to third parties at a profit with the parties dividing the profits from said sales. The terms of said agreement were established verbally and through the course of conduct of the parties over many transactions.

5.

Defendants were not authorized to use the funds invested by Plaintiff for any other purpose. Unknown to Plaintiff and without Plaintiff's consent Defendants converted said funds to their own use in a series of transactions thereby giving the appearance the funds were invested as authorized and furthermore making the discovery of said conversion unlikely.

6.

Upon Plaintiff becoming concerned the funds were not being invested as agreed, Defendant Wendell Spell made false statements to Plaintiff concerning the location of the equipment so invested. Said statements were false when made, were know to be false by Spell, were made by Spell with the intent to induce reliance by Plaintiff upon said statements, and were reasonably relied upon by Plaintiff.

7.

Plaintiff has been damaged by Defendants' conduct as alleged in the amount of three million two-hundred seventeen thousand dollars (\$3,217,000.00).



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COUNT 1

COMPLAINT FOR BREACH OF CONTRACT

8.

The allegations contained in paragraph 1-7 hereinabove are incorporated hereinabove by reference and made a part hereof as if each paragraph were separately and fully asserted and re-alleged herein.

9.

Defendants' conduct constitutes a breach of the contract entered into by the parties. Plaintiff has been damaged in the amount alleged above and is entitled to judgment against Defendants in said amount.

COUNT 2

COMPLAINT FOR CONVERSION

10.

The allegations contained in paragraph 1-9 hereinabove and incorporated herein by reference and made a part hereof as each paragraph were separately and fully asserted and re-alleged herein.

11.

Defendants' conduct constitutes conversion of Plaintiff's property. Plaintiff has been damaged in the amount alleged above and is entitled to judgment against Defendants in said amount.



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COUNT 3

COMPLAINT FOR FRAUD

12.

The allegations contained in paragraphs 1-11 hereinabove are incorporated herein by reference and made apart hereof as if each paragraph was separately and fully asserted and re-alleged herein.

13.

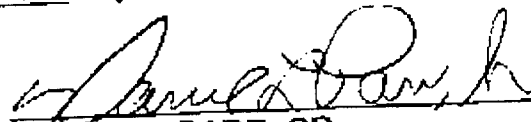
Defendants' conduct constitutes fraud. Plaintiff has been damaged in the amount alleged above and is entitled to judgment against Defendants in said amount.

WHEREFORE, Plaintiff prays as follows:

- (A) that summons issue and process be served upon Defendants as provided by law;
- (B) that Plaintiff be awarded damages against Defendant as alleged.
- (C) that Plaintiff be awarded punitive damages as provided at O.C.G.A. § 51-12-5.1; and
- (D) that Plaintiffs have such other and further relief as this Court deems just and equitable.

Respectfully submitted, this 17th day of October, 2008.

By:



DANIEL L. PARR, SR.
Georgia Bar No. 564654
Attorney for Plaintiff



Located in the
Historic J. Carter House
(Built 1882)

2008 OCT 22 PM 3:49

IN THE SUPERIOR COURT OF HALL COUNTY

DWIGHT S. WOOD, CLERK
SUPERIOR STATE COURT

STATE OF GEORGIA

DAVID BRANNON,

Plaintiff,

vs.

NORTH GEORGIA EQUIPMENT
SALES, LLC;

CORNERSTONE INTERNATIONAL
INVESTMENTS, LLC;

WENDELL RAY SPELL, Individually and
d/b/a NORTH GEORGIA EQUIPMENT
SALES, LLC and CORNERSTONE
INTERNATIONAL INVESTMENTS, LLC,

Defendants.

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CIVIL ACTION

FILE NO. 08CV3344B

BY _____ JD

COMPLAINT

COMES NOW, DAVE BRANNON, Plaintiff in the above-styled action and states his cause of action against the Defendants as follows:

1.

Defendant WENDELL RAY SPELL is a resident of the State of Georgia residing in Hall County at 133 Railroad Street, Clermont, GA 30527.

2.

Defendant NORTH GEORGIA EQUIPMENT SALES, LLC is a limited liability company organized and doing business under the laws of the State of Georgia and may be served with process through its registered agent for service, Wendell Ray Spell, 1301 Aviation Boulevard, Gainesville, Georgia 30501. Defendant WENDELL RAY SPELL is the primary member of this company.

3

Defendant CORNERSTONE INTERNATIONAL INVESTMENTS, LLC is a limited liability company organized and doing business under the laws of the State of Georgia and may be served with process through its registered agent for service, Wendell Ray Spell, 1301 Aviation Boulevard, Gainesville, Georgia 30501. Defendant WENDELL RAY SPELL is the primary officer of this company.

4.

Each Defendant is subject to the jurisdiction of this Court and Hall County is the proper venue for this cause of action.

5.

The Defendants, individually and through agents, entered separate agreements with the Plaintiff and others. The Plaintiff and others were induced by the Defendants to provide capital funds in the form of United States currency, or its equivalent, to the Defendants for the purchase of specific pieces of heavy equipment. The Defendants agreed to use the funds provided by the Plaintiff to purchase said equipment which was to be sold to third parties at a profit. After the equipment was sold, the Defendants agreed to equally divide the profit from that sale with the Plaintiff who participated. The terms of the agreement were established verbally and through the course of conduct of the parties over many transactions.

6.

The Defendants were not authorized to use the funds provided by the Plaintiff for any purpose other than as previously set forth in this Complaint. Unknown to the Plaintiff, and without their consent, the Defendants converted said funds provided by the Plaintiff to their own use. The

funds were converted in a series of falsified transactions which were structured to present the appearance that the funds were being invested as authorized. The Defendants repeatedly made false statements and false representations in connection with the sham transactions. Because of the course of dealings with the Defendants, the Plaintiff reasonably relied to his detriment upon the false information provided by the Defendants. The Defendants' conduct as set forth herein was undertaken and calculated to make the discovery of the conversion unlikely and with the intent to further defraud Plaintiff by inducing him into advancing additional funds into the purported "investments".

7.

Specifically, the Defendants used identifying information specific to one piece of equipment for more than one transaction to induce Plaintiff and others to provide funds for such transactions. Each victim believed they were the only investor in that specific piece of equipment. In addition, the Defendants used the Plaintiff's funds to make purported profit payments to Plaintiff and others when, in fact, there were no profits.

8.

The Plaintiff contacted Wendell Ray Spell when he became concerned about the use to which the funds were being made, and that the funds were not being invested as agreed. Defendant Spell thereafter provided the Plaintiff with additional false information and tendered worthless instruments (bad checks) in order to conceal the scheme.

9.

The Defendants have defrauded the Plaintiff and others in a scheme that involves a substantial amount of money. The Defendants' conduct is criminal and Defendant Wendell Ray

Spell has absconded and is actively avoiding apprehension despite being sought by numerous investors and law enforcement agencies.

10.

The Plaintiff DAVID BRANNON has been damaged by the Defendant's conduct as alleged in the amount of Two Hundred and Fifty Five Dollars (\$255,000).

COUNT I: BREACH OF CONTRACT

11.

The allegations contained in paragraphs 1-10 above are incorporated herein by reference and made a part of hereof as if each were paragraph were separately and fully asserted and re-alleged herein.

12.

Defendants' conduct constitutes a breach of contract entered into by the parties.

13.

The Plaintiff is entitled to recover all damages that can be traced to the Defendants' breach. In addition, the Plaintiff is entitled to recover the expenses of this litigation under O.C.G.A. § 13-6-11 as the Defendants acted in bad faith in the making of the contract, has been stubbornly litigious and has caused Plaintiff unnecessary trouble and expense.

COUNT II: CONVERSION

14.

The allegations contained in paragraphs 1-13 above are incorporated herein by reference and made a part of hereof as if each were paragraph were separately and fully asserted and re-alleged herein.

15.

The Defendants' conduct as alleged herein constitutes conversion of the Plaintiff's property and the Plaintiff is entitled to recover damages therefor.

COUNT III: FRAUD

16.

The allegations contained in paragraphs 1-15 above are incorporated herein by reference and made a part of hereof as if each were paragraph were separately and fully asserted and re-alleged herein.

17.

The Defendants conduct constitutes fraud and the Plaintiff is entitled to damages, including punitive damages sufficient to deter future such acts by Defendant, together with the expenses of litigation.

COUNT IV: APPLICATION FOR WRIT OF ATTACHMENT

18.

The allegations contained in paragraphs 1-17 above are incorporated herein by reference and made a part of hereof as if each were paragraph were separately and fully asserted and re-alleged herein.

19.

Defendants are indebted to the Plaintiff DAVID BRANNON in an amount no less than Two Hundred and Fifty Five Thousand Dollars (\$255,000).

20.

The Plaintiff herein seeks pretrial attachment of the Defendants' property in the amount of One Million One Hundred Thirteen Thousand Dollars (\$1,113,000).

21.

A Writ of Attachment is justified under O.C.G.A. §18-3-1 in that: the Defendants have absconded and concealed themselves; the Defendant WENDELL RAY SPELL resists legal arrest (based upon information and belief); and the Plaintiff is justifiably concerned that the Defendants have, or will, remove the proceeds of their illegal conduct beyond the limits of the state.

22.

This application for Writ of Attachment is made under oath as evidenced by the attached Oath and Verification.

23.

Prior to filing the Writ of Attachment, the Plaintiff is prepared to post a bond with the clerk of court as required by law.

24.

The Plaintiff seeks an immediate *ex-parte* hearing to permit the Court to make inquiry into the facts entitling the Plaintiff to a Writ of Attachment. (O.C.G.A. §18-3-9).

WHEREFORE, Plaintiff demands as follows:

- (A) that service of process issue as by law required;
- (B) that Rule Nisi issue requiring Defendants to be and appear at a time certain to show cause, if any it has or can, why the prayers of Plaintiff should not be granted;
- (C) that they have judgment against Defendant in an amount proven at trial;
- (D) that Plaintiff have and recover his attorney's fees and expenses of litigation from Defendant;
- (E) That a writ of attachment issue; and

(F) For such other relief as the court deems just and proper in the premises.

This 21 day of October, 2008.

FOX, CHANDLER, HOMANS, HICKS & McKINNON, LLP



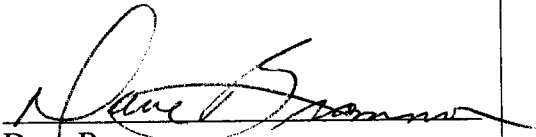
Graham McKinnon IV
State Bar No. 495806
Attorney for Plaintiff

STATE OF GEORGIA)
)
COUNTY OF HALL)


VERIFICATION

Personally appeared before the undersigned officer duly authorized by law to administer oaths, DAVE BRANNON, who, first being duly sworn, deposes, says and states on oath that the facts contained in the foregoing COMPLAINT are true and correct.

This 21st day of October, 2008.


Dave Brannon

Sworn to and subscribed before me
this 21st day of October, 2008


Notary Public
Commission Expires: 9/4/2012