

IN THE SUPERIOR COURT OF HALL COUNTY  
STATE OF GEORGIA

FILED  
2007 JUN -6 PM 4:09

ROSEMARY SHELL, )  
 )  
 Plaintiff ) CIVIL ACTION )  
 )  
 v. ) FILE NO. 2007 CV 1638 B )  
 )  
 WAYNE GIBBS, )  
 )  
 Defendant )

**COMPLAINT FOR BREACH OF PROMISE TO MARRY**

ROSEMARY SHELL, Plaintiff, files her Complaint against WAYNE GIBBS as Defendant, and shows this Court the following:

1.

Defendant is a resident of Hall County, Georgia, is subject to the jurisdiction and venue of this Court, and may be served at 5226 Laurel Terrace, Flowery Branch, Georgia.

2.

Plaintiff and Defendant were introduced and became acquainted with each other in Gainesville, Hall County, Georgia, on or about July 15, 1991.

3.

Plaintiff and Defendant are over the age of eighteen years, unmarried, and in all respects capable of entering into a marriage contract.

4.

After a number of years together as a "couple," Plaintiff ended her relationship with the Defendant in July, 2006 because Defendant had not proposed.

5.

Shortly after ending the relationship with the Defendant, Plaintiff moved to Santa Rosa County, Pensacola, Florida, where she secured employment earning \$81,000.00 per year plus a fifteen (15%) percent bonus due in February 2007, as well as employment benefits including health insurance, life insurance and participation in a retirement plan.

6.

On November 3, 2006, Defendant traveled to Florida where he presented an engagement ring and proposal of marriage to Plaintiff, which proposal and ring were accepted by Plaintiff.

7.

Plaintiff and Defendant agreed on December 2, 2006 as their wedding date.

8.

Pursuant to the marriage agreement and at the urging of Defendant, Plaintiff returned to Hall County, Georgia, on November 11, 2006 to live with Defendant in his home.

9.

Three days before the agreed wedding date of December 2, 2006, Defendant left a note in the bathroom of their residence cancelling the wedding but not breaking off the relationship.

10.

After cancelling the December 2, 2006 wedding date, Defendant requested that the parties continue their relationship and Plaintiff acquiesced, relying on Defendant's assurances that once Defendant's health was better, there would be a wedding.

11.

Defendant represented to friends, relatives, and acquaintances of Plaintiff that Plaintiff and Defendant were engaged and that the marriage would be consummated at a very near date.

12.

On or about January 28, 2007, Defendant assisted Plaintiff to move out of Defendant's residence and into an apartment in Hall County, Georgia, where Defendant stayed a majority of the time.

13.

On or about March 29, 2007, Defendant told Plaintiff that he needed some time to decide what he was and was not going to do.

14.

On Saturday, April 7, 2007, Plaintiff discovered that Defendant had been seeing another woman while he was engaged to Plaintiff.

15.

At all times since accepting Defendant's marriage proposal and up to March 29, 2007, Plaintiff relied on the contract and believed that Defendant would marry her; as result of Defendant's promises, Plaintiff gave up a lucrative career in Florida, returned with Defendant to Georgia, remained unmarried and committed to her relationship with Defendant.

16.

Plaintiff, in reliance on the agreement to marry Defendant, at all times mentioned has given to Defendant all of her love, devotion, care, and attention.

17.

Due to Defendant's breach of contract, Plaintiff has been deprived of any opportunity she might have had to marry another man during such time as well as her opportunity to marry Defendant. At Defendant's request and in reliance on Defendant's promise of marriage, Plaintiff gave up a valuable job and became financially dependent on Defendant.

18.

Plaintiff has suffered grievous mental pain and anguish, wounded pride, mortification, humiliation, shame, and disgrace, and her health has been impaired, all to her damage in an amount to be determined at trial.

19.

Due to Defendant's breach of promise and with Defendant's encouragement, Plaintiff was forced to file a petition in bankruptcy in December 2006, thereby impairing her good name and credit history.

20.

Due to Defendant's breach of contract, Plaintiff has no job, no health insurance, no life insurance, no pension, no home, no automobile, and limited creditworthiness to rehabilitate the material circumstances of her life.

21.

Defendant has acted in bad faith, and has caused the Plaintiff unnecessary trouble and expense.

22.

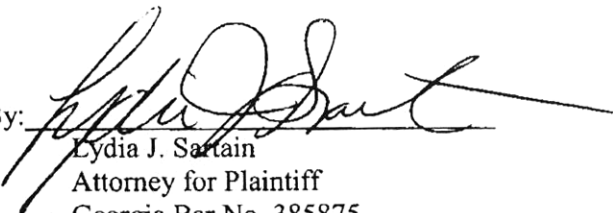
Defendant's conduct evidences such oppression and lack of regard for consequences as to warrant recovery of punitive damages.

WHEREFORE, Plaintiff prays:

- a) That she have a jury trial;
- b) That she have judgment against the Defendant to satisfy the pecuniary loss she sustained due to Defendant's breach of contract;
- c) That she have judgment against the Defendant for mental anguish, humiliation and injury to her health and psyche due to Defendant's breach of contract;
- d) That she recover her expenses of litigation including reasonable and necessary attorney fees;
- e) That she recover punitive damages in an amount sufficient to punish Defendant's conduct; and
- f) That she have such further relief as this Court deems just and proper.

This 6 day of June, 2007.

STEWART, MELVIN & FROST, LLP

By:   
Lydia J. Sartain  
Attorney for Plaintiff  
Georgia Bar No. 385875

Post Office Box 3280  
Gainesville, Georgia 30503  
770/536-0101  
Doc 147945

**VERIFICATION**

Personally appeared before the undersigned attesting officer, authorized by law to administer oaths, Rose Mary Shell, who, after being duly sworn, states that the content of the foregoing pleading is true.

Rosemary M. Shell

Sworn to and subscribed before me

this 6 day of June, 2007.

Roxanne Kennon  
Notary Public

