



IN THE SUPERIOR COURT OF COBB COUNTY

Jay C. Stephenson
Clerk of Superior Court Cobb County

STATE OF GEORGIA

BRUCE DAVID AILION,)
)
Plaintiff,)
)
v.)
)
)
)
MARLA SUSAN AILION a/ka)
MARLA SUSAN WRIGHT)
Defendant.)
_____)

CIVIL ACTION
FILE NO.: 04-01-4350-42
04-1-05290-42

MOTION TO RELEASE FUNDS HELD BY ROBERT SILLIMAN

COMES NOW, the Movant, Bruce David Ailion asks this Court to release disputed funds held by Robert Silliman to reimburse costs incurred in reaching a settlement in the Federal District Court of Kansas Civil File Action 06-2051 CM/JPO titled, ERA FRANCHISE SYSTEMS, INC., a Delaware Corporation v. MBA PROPERTIES, INC., f/d/b/a ERA MBA PROPERTIES, INC., BRUCE AILION an individual, MARLA AILION, an individual.

1.

This Court's final Divorce Order 01-102842 - 42 stipulated that the obligations of MBA Properties, Inc, shall be first satisfied by the assets of MBA Properties and to the extent MBA Properties did not have sufficient assets, the parties would equally divide

any corporate obligations. A final determination as to the impact of that directive has not been reached by this Court.

2.

ERA Franchise Systems, Inc filed suit in Kansas Federal Court in February 2006 against MBA Properties, Inc., Bruce Ailion and Marla Ailion, herein after "the Parties".

Exhibit A

3.

Bruce Ailion employed the services of Lathrop and Gage LC, to represent himself and MBA Properties and paid a two thousand five hundred dollar (\$2,500.00) retainer.

4.

After negotiations and an evaluation of claims and counter claims by all parties, a tentative settlement of all claims, mutual release, and dismissal with prejudice was reached with the ERA calling for the payment of three thousand five hundred dollars (\$3,500.00) and other specific actions. Bruce Ailion has tendered certified funds for amount on behalf of the Parties. Exhibit B and C.

5.

Robert Sillman holds approximately \$7,000 of the Parties funds alleged to be in dispute.

6.

Marla Wright f/k/a Marla Ailion ("Ms. Wright") was offered an opportunity to cooperate and participate in the proposed settlement and a mutual motion for reimbursement but declined to participate.

7.

Ms. Wright's asserts her Chapter 7 personal bankruptcy filed in September 2003 case number 03-72880 shields her from liability as she relinquished any ownership in MBA Properties, Inc. and discharged any debts associated with MBA Properties, Inc.

8.

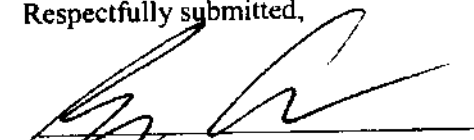
Bruce Ailion has expended six thousand dollars (\$6,000.00) in personal funds to settle this suit against MBA Properties Inc., is entitled to contribution from the disputed funds held in Robert Silliman's account.

WHEREFORE this Movant pray as follows:

- a) The Court direct Robert Silliman to issue a check to Bruce Ailion in the amount of \$3,500 to reimburse settlement costs and \$2,500.00 to reimburse initial legal fees, and upon receipt of additional paid Lathrop and Gage invoices, reimburse additional amounts.

This the 17th day of October 2006

Respectfully submitted,



Bruce David Ailion
Movant

Bruce David Ailion
3359 Woodshire Tr
Marietta, GA 30066
Phone 404-978-2281
Fax 404-978-2281

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

BRUCE DAVID AILION,)

Plaintiff,)

v.)

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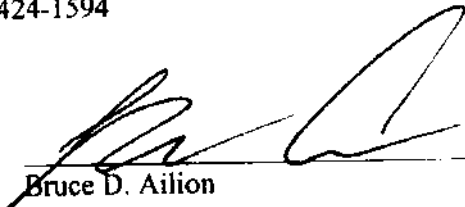
FILE NO.: 04-01-4350-42

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel with the attached Motion for Reimbursement in the above styled case by depositing a copy of the same in the United States mail in an appropriately addressed envelope with adequate postage thereon as follows:

Mr. Robert B. Sillman
Awtrey & Parker, P.C.
250 Lawrence Street
P.O. Box 997
Marietta, GA 30062
770-424-8000
770-424-1594

This 17 Day October 2006



Bruce D. Ailion

Bruce David Ailion
3359 Woodshire Tr
Marietta, GA 30066
Phone 404-978-2281
Fax 404-978-2281

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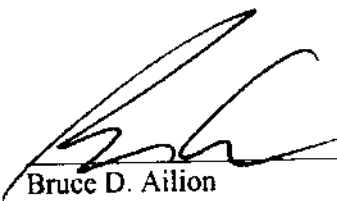
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CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel with the attached Motion for Reimbursement in the above styled case by depositing a copy of the same in the United States mail in an appropriately addressed envelope with adequate postage thereon as follows:

David L. Miller
300 Galleria Parkway, NW
Suite 960 - The Galleria
Atlanta, Georgia 30339
Tel. 404-231-1933
Fax 770-955-6654

This 17 Day October 2006



Bruce D. Ailion

Bruce David Ailion
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Marietta, GA 30066
Phone 404-978-2281
Fax 404-978-2281

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UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

ERA FRANCHISE SYSTEMS, INC., a)
Delaware Corporation,)
)
Plaintiff,)
)
vs.)
)
MBA PROPERTIES, INC., f/d/b/a ERA MBA)
PROPERTIES, INC., BRUCE AILION, and)
individual, MARLA AILION, an individual,)
)
Defendants.)

Civil Action No. -
06-2051 CM/JPO

COMPLAINT

Plaintiff ERA Franchise Systems, Inc. ("ERA"), by its attorneys, Armstrong Teasdale LLP, complaining of defendants MBA Properties, Inc., f/d/b/a ERA MBA properties, Inc. ("MBA Properties"), Bruce Ailion and Marla Ailion says:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1332 & 1338, 15 U.S.C. § 1121 and, with respect to certain claims, 28 U.S.C. § 1367.
2. This court has personal jurisdiction over MBA Properties, among other things, pursuant to Section 26 H of the August 25, 1995 Membership Agreement by and between MBA Properties and ERA, pursuant to which MBA Properties has consented "to the exclusive jurisdiction of the State and Federal courts of Kansas . . ."
3. This court has personal jurisdiction over Bruce Ailion, among other things, pursuant to the terms of a Guaranty to which he acknowledged he would be personally bound by Section 26 H of the Agreement.

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4. This court has personal jurisdiction over Marla Ailion, among other things, pursuant to the terms of a Guaranty to which she acknowledged she would be personally bound by Section 26 H of the Agreement.

5. Venue is proper in this District pursuant to Section 26 H of the ERA Membership Agreement, inasmuch as that provision contains an express waiver by all defendants of any objection to venue in this District.

PARTIES

6. Plaintiff ERA is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Parsippany, New Jersey.

7. Defendant MBA Properties, on information and belief, is a corporation organized and existing under the laws of the State of Georgia, with its principal place of business at 2100 Roswell Road, Marietta, GA 30062.

8. Defendant Bruce Ailion, on information and belief, is a principal of MBA Properties and a citizen of the State of Georgia, with a business address of 2100 Roswell Road, Marietta, GA 30062.

9. Defendant Marla Ailion, on information and belief, is a principal of MBA Properties and a citizen of the State of Georgia, with a business address of 2100 Roswell Road, Marietta, GA 30062.

ALLEGATIONS COMMON TO ALL COUNTS

The ERA Marks

10. ERA is the exclusive licensee and/or owner of various trademarks, service marks, designs, logos, colors, color patterns and business methods for use in the promotion of ERA

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services, products, programs and marketing (which are on the principal register of the United States Patent and Trademark Office) (the "ERA Marks").

11. ERA has the exclusive right to sublicense the use of various trade names and service marks.

12. ERA or its predecessors have continuously used each of the ERA Marks since the date of their registration and these marks are in full force and effect pursuant to 15 U.S.C. § 1065.

13. ERA has given notice to the public of the registration of the ERA Marks as provided in 15 U.S.C. § 1111.

14. ERA uses or has used the words "ERA," among others, as abbreviations of its brand name.

15. Through its franchise system, ERA markets, promotes, and provides services to its real estate franchisees throughout the United States. In order to identify the origin of their real estate services, ERA allows its franchisees to utilize the ERA Marks and to promote the ERA brand name.

16. ERA has invested substantial effort over a long period of time, including the expenditure of millions of dollars, to develop goodwill in its trade names and service marks to cause consumers throughout the United States to recognize the ERA Marks as distinctly designating ERA real estate services as originating with ERA.

17. The value of the goodwill developed in the ERA Marks is not of precise monetary calculation, but because ERA is one of the largest real estate franchise systems in the United States and is widely known as a provider of real estate services, the value of ERA's goodwill exceeds hundreds of millions of dollars.

