



**A RESOLUTION**

**04-R-0619**

**BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF ALL CLAIMS IN THE CASE OF ARRIVAL STAR, INC. V. CITY OF ATLANTA, ET AL., UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, CIVIL ACTION FILE NO. 1:02-CV-2543-JOF, IN THE AMOUNT OF \$45,000.00; THE CITY ATTORNEY ON BEHALF OF THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AUTHORIZING THE CHIEF FINANCIAL OFFICER TO DISTRIBUTE THE SETTLEMENT AMOUNT FROM FUND, ACCOUNT AND CENTER NO. 2H01 529017 T31001; AND FOR OTHER PURPOSES.**

**WHEREAS**, *Arrival Star, Inc. v. City of Atlanta, et al.* is a case in which the Plaintiff, *Arrival Star, Inc.* ("*Arrival Star*") is suing for patent infringement arising under the provisions of the patent laws of the United States of America, 35 U.S.C. §§271(a)-(c), and has filed a federal lawsuit against the City of Atlanta ("the City") and Hartsfield-Jackson Atlanta International Airport ("HJAIA") as well as 15 other defendants; and

**WHEREAS**, *Arrival Star* alleges that it is the owner by assignment of all right, title and interest in certain U.S. Patents that pertain to tracking and communicating airplane flight information and ground vehicle information; and

**WHEREAS**, *Arrival Star* alleges that the technology used by the City, and specifically by the HJAIA to track and communicate flight arrivals and departures, ("alleged advances notification systems") directly infringes upon U.S. Patent No. 6,411,891 and U.S. Patent No. 6,317,060 (collectively, the "*Arrival Star Patents*"); and

**WHEREAS**, *Arrival Star* alleges that the City directly infringes, contributes to infringement, and induces infringement of the *Arrival Star Patents* through the operation of *Trak-a-Flight*, an electronic vehicle service for departure, arrival and status notification which operates through the HJAIA website, [www.Atlanta-airport.com](http://www.Atlanta-airport.com); and

**WHEREAS**, *Arrival Star* maintains that as a consequence of the infringement, it has been irreparably damaged by such acts to an extent not yet determined and will continue to be irreparably damaged by such acts; and

**WHEREAS**, *Arrival Star* has agreed to accept \$45,000.00 as full settlement of all past, present and future claims against the City, including attorneys' fees and in consideration for said Settlement has agreed to execute a full release of all past, present and future claims it has or may have against the City arising from all matters that were or could have been asserted in the above-identified litigation and all claims of infringement of any patent claiming priority to the *Arrival Star Patents* or infringement claims based on alleged advance notification systems; and



**WHEREAS**, the City Attorney has extensively reviewed the facts and the law and has determined that the City's potential financial exposure in defending Arrival Star's claim is in excess of the settlement amount; and

**WHEREAS**, the settlement of the case of *Arrival Star, Inc. v. City of Atlanta, et al.* shall not be deemed to be an admission of liability or wrongdoing on the part of HJAIA, the City, or any current or former employee, official or agent of the City; and

**WHEREAS**, the City Attorney considers it to be in the best interest of the City to pay the amount of \$45,000.00 to settle all claims in this case.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

- (1) That the City Attorney on behalf of Mayor is authorized to enter into and execute a Settlement Agreement.
- (2) That the City Attorney is hereby authorized to settle the case of *Arrival Star, Inc. v. City of Atlanta, et al.* in the amount of Forty Five Thousand Dollars (\$45,000.00).
- (3) That the Chief Financial Officer is authorized to pay to the Law Firm of Hill & Kertscher, LLP, on behalf of Arrival Star, Inc., the sum of \$45,000.00 and to charge such sum to Fund, Account and Center No. 2H01 529017 T31001
- (4) That no sum shall be paid or permitted to be paid unless Arrival Star properly complete, execute and unconditionally releases the City and HJAIA and each and every official, officer and employee from any and all suits, claims, actions, causes of action, demands, damages, costs, expenses and compensation on account of or in any way arising out of or related to any such single or continuing incident or occurrence and that the City shall incur no liability upon same.

**AND BE IT FINALLY RESOLVED** that said Settlement Agreement shall not become binding upon the City and the City shall incur no obligation or liability thereunder until the same has been signed by the City Attorney on behalf of Mayor and delivered to Arrival Star.

A true copy,  
  
Municipal Clerk

**ADOPTED** by the Council  
**APPROVED** by the Mayor

April 19, 2004  
April 27, 2004



**WHEREAS**, the City Attorney has extensively reviewed the facts and the law and has determined that the City's potential financial exposure in defending Arrival Star's claim is in excess of the settlement amount; and

**WHEREAS**, the settlement of the case of *Arrival Star, Inc. v. City of Atlanta, et al.* shall not be deemed to be an admission of liability or wrongdoing on the part of HJAIA, the City, or any current or former employee, official or agent of the City; and

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- (4) That no sum shall be paid or permitted to be paid unless Arrival Star properly complete, execute and unconditionally releases the City and HJAIA and each and every official, officer and employee from any and all suits, claims, actions, causes of action, demands, damages, costs, expenses and compensation on account of or in any way arising out of or related to any such single or continuing incident or occurrence and that the City shall incur no liability upon same.

**AND BE IT FINALLY RESOLVED** that said Settlement Agreement shall not become binding upon the City and the City shall incur no obligation or liability thereunder until the same has been signed by the City Attorney on behalf of Mayor and delivered to Arrival Star.

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Mr. G. Pridgeon

(for review & distribution to Executive Management)

Chief's Signature [Signature]

Deputy Chief's Signature [Signature]

Assistant Chief's Signature [Signature]

From: Originating Dept. Police

Contact (name) Tony DiStephano 817-6921

Committee(s) of Purview: Public Safety & Legal

Committee Deadlines: Mar 22

Committee Meeting Date(s) April 20-21

City Council Meeting Dates: May 3

CAPTION: A Resolution authorizing the Mayor to enter into a Lease Agreement with the Atlanta Public Schools, for the rental of 5,561 square feet of office space, at the D.T. Howard Facility, Atlanta, Georgia, for the Department of Police Zone Five Criminal Investigations Division Decentralization, from May 1, 2004, to April 30, 2005, in the amount not to exceed \$1,286.13 a month (\$15,433.56 a year), to be charged and paid from account number 1A01 525001 X42005.

BACKGROUND/PURPOSE/DISCUSSION:

The Atlanta Police Department is in the process of decentralizing the Criminal Investigations Division at six Precinct locations; D.T. Howard is ideal for Police Zone Five Decentralization.

FINANCIAL IMPACT (IF ANY): \$15,433.56 a year.

Mayor's Staff Only

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Received by Mayor's Office: [Signature] 3/24/04 (date) Reviewed: [Signature] (initials) (date)

Submitted to Council: \_\_\_\_\_ (date)

Action by Committees: \_\_\_ Approved \_\_\_ Adversed \_\_\_ Held \_\_\_ Amended  
\_\_\_ Substitute \_\_\_ Referred \_\_\_ Other

04-R-0619

(Do Not Write Above This Line)

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BY PUBLIC SAFETY COMMITTEE

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ADOPTED BY

APR 19 2004

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Public Committee

Chair Date 30 day

Chair

Action Fav, Adv, Hold (see rev. side) Other

Members

Refer To

Handwritten signatures and notes

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Blank lines for committee details

FINAL COUNCIL ACTION

2nd  1st & 2nd  3rd

Readings

Consent  V Vote  RC Vote

CERTIFIED

CERTIFIED APR 19 2004

COUNCIL PRESIDENT PROTEM

CERTIFIED APR 19 2004

MAYOR'S ACTION

MAYOR'S ACTION

APR 27 2004

MAYOR