

Entered - 06/02/08 - sb  
CL08L0515- DIANNE C. MITCHELL

CLAIM OF: JRI, Inc.,  
Through its attorney,  
David H. Tollner  
1650 The Alameda  
San Jose, CA 95126

For damages alleged to have been sustained as a result of a  
breach of contract in 1996.

THIS ADVERSED REPORT IS APPROVED

BY:   
JERRY L. DELOACH  
DEPUTY CITY ATTORNEY

**ADVERSE REPORT**

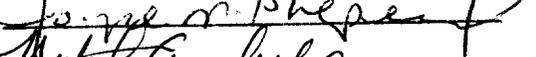
PUBLIC SAFETY &  
LEGAL ADMINISTRATION COMMITTEE

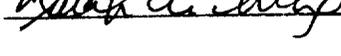
DATE: 2/9/10

CHAIR: \_\_\_\_\_

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FEB 15 2010

FEB 15 2010

RECEIVED  
CITY ATTORNEY



CITY OF ATLANTA  
OFFICE OF MUNICIPAL CLERK

RHONDA DAUPHIN JOHNSON, CMC  
MUNICIPAL CLERK

February 25, 2010

55 TRINITY AVENUE, S.W.  
SUITE 2700  
ATLANTA, GEORGIA 30303  
Main (404) 330-8033  
Fax (404) 858-8103  
Email [municipalclerk@atlantaga.gov](mailto:municipalclerk@atlantaga.gov)

Mr. David H. Tollner, Esquire  
1650 The Alameda  
San Jose, Ca. 96126

10-R-0269

RE: JRI, Inc

Dear Mr. Tollner

I sincerely regret that your client has been adversely affected by the circumstances raised in his/her claim for damages against the City of Atlanta. Your time and patience in this matter has been greatly appreciated.

However, I must notify you that the Atlanta City Council Adopted an Adverse Report on your client's claim at its regular meeting on February 15, 2010. In consultation with the City's Law Department, who conducted an investigation of the situation, the Council has determined that the City cannot accept responsibility for this matter and therefore cannot pay this claim.

If you desire any further information, please contact the **City Attorney's Office/Claims Division at (404) 330-6400.**

Yours very truly,

A handwritten signature in cursive script that reads "Rhonda Dauphin Johnson".

Rhonda Dauphin Johnson, CMC  
Municipal Clerk

cc: Claims Division/Law Department

DEPARTMENT OF LAW - CLAIM INVESTIGATION SUMMARY

Claim No. 08L0515

Date: January 22, 2010

Claimant /Victim JRI, INC.
BY:(Atty)(Ins. Co.) David H. Tollner
Address: 1650 The Alameda, San Jose, CA 95126
Subrogation: Claim for Property damage \$ 2,540,000.00 Bodily Injury \$
Date of Notice: 05/21/08 Method: Written, proper X Improper
Conforms to Notice: O.C.G.A. §36-33-5 Ante Litem (6 Mo.)
Date of Occurrence 1996 Place: Hartsfield-Jackson Atlanta International Airport
Department Aviation Division:
Employee involved Disciplinary Action:

NATURE OF CLAIM: The claimant alleges that the City breached a contract for the purchase of an Aircraft Rescue and Fire Fighting unit. However, the claim as presented does not comply with the requirements of notice as set forth in OCGA §36-33-5, in that the six month statute of limitations expired prior to the receipt of the claim. Furthermore, the claimant has filed a lawsuit to resolve the issues raised in its claim.

INVESTIGATION:

Statements: City employee Claimant Others Written Oral
Pictures Diagrams Reports: Police Dept Report Other
Traffic citations issued: City Driver Claimant Driver
Citation disposition: City Driver Claimant Driver

BASIS OF RECOMMENDATION:

Function: Governmental X Ministerial
Improper Notice More than Six Months X Other X Damages reasonable
City not involved Offer rejected Compromise settlement
Repair/replacement by Ins. Co. Repair/replacement by City Forces
Claimant Negligent City Negligent Joint Claim Abandoned

Respectfully submitted,

[Handwritten signature of Dianne C. Mitchell]

INVESTIGATOR - DIANNE C. MITCHELL

RECOMMENDATION:

Pay \$ Adverse X Account charged: General Fund Water & Sewer Aviation
Claims Manager: [Signature] Concur/date 01/25/10
Committee Action Council Action

405/13  
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2008 MAY 21 AM 9:58

**DAVID H. TOLLNER, ESQ.**  
Tollner Law Offices  
1650 The Alameda  
San Jose, CA 95126  
(408)286-3081/Fax:(408)286-3085  
Email: davidtollner@gmail.com

**GOVERNMENT CLAIM**

May 13, 2008

ENTERED - 6-2-08 - SB  
08L0515 - D. MITCHELL

Mitchell

05/29/08



Council of the City of Atlanta  
Municipal Clerk  
City Hall  
55 Trinity Avenue, SW  
Atlanta, Georgia 30303

Dear Municipal Clerk,

This is to notify the City of Atlanta (the "City") that JRI, Inc. has suffered damages in the amount of \$2,540,000 as the result of the City of Atlanta's breach of a contract for sale of an Aircraft Rescue and Fire Fighting vehicle.

**Breach of Contract Claim:**

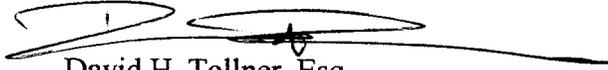
In 1995, Hartsfield Atlanta International Airport contracted with JRI, Inc. of Newark, California to purchase an Aircraft Rescue and Fire Fighting (ARFF) unit for the price of \$1,270,000 to be utilized by Hartsfield Atlanta International Airport for fire safety. The vehicle was delivered in early 1996 but payment was ultimately delayed as the City of Atlanta cited cost overruns for the 1996 Olympic Games. JRI, Inc. continued to make requests for payment and the City continued to promise but delay payment, eventually landing on the promise to pay JRI when construction of the Fifth Runway was completed. The City has continuously and consistently promised to pay JRI, including a promise to pay JRI within the last two years.

JRI Inc. understands that the Fifth Runway has been completed and thus payment is now due. Attached is the Vehicle Acceptance Agreement for K15G Jaguar YO!, VIN#: 7K15G97. Also attached is the initial Invoice #1181.

The subject vehicle was delivered pursuant to contract and JRI Inc. has performed all of its obligations under the agreement. The City has utilized the subject vehicle and has breached the agreement by failing to pay JRI for manufacture and delivery of the vehicle. As a direct and proximate result of the City's breach of the agreement for sale of the

vehicle, JRI Inc. is owed \$1,270,000.00 plus interest at ten percent per annum, for a total of \$2,540,000.00.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Tollner", with a long horizontal flourish extending to the right.

David H. Tollner, Esq.

10- R -0269

cc Ralph Colet

RCS# 70  
2/15/10  
2:39 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ADOPT

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 4  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Bond
NV Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	NV Sheperd	NV Mitchell

CONSENT I

		02-15-10
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 10-O-0163	36. 10-R-0160	53. 10-R-0260
2. 10-O-0167	37. 10-R-0244	54. 10-R-0261
3. 10-O-0229	38. 10-R-0245	55. 10-R-0262
4. 10-O-0317	39. 10-R-0246	56. 10-R-0263
5. 10-O-0153	40. 10-R-0247	57. 10-R-0264
6. 10-O-0154	41. 10-R-0248	58. 10-R-0265
7. 10-O-0155	42. 10-R-0249	59. 10-R-0266
8. 10-O-0156	43. 10-R-0250	60. 10-R-0267
9. 10-O-0158	44. 10-R-0251	61. 10-R-0268
10. 10-O-0159	45. 10-R-0252	62. 10-R-0269
11. 10-O-0157	46. 10-R-0253	63. 10-R-0270
12. 10-R-0242	47. 10-R-0254	64. 10-R-0271
13. 10-R-0243	48. 10-R-0255	65. 10-R-0272
14. 10-R-0124	49. 10-R-0256	66. 10-R-0273
15. 10-R-0282	50. 10-R-0257	67. 10-R-0274
16. 10-R-0283	51. 10-R-0258	
17. 10-R-0284	52. 10-R-0259	
19. 10-R-0285		
20. 10-R-0286		
21. 10-R-0287		
22. 10-R-0295		
23. 10-R-0299		
24. 10-R-0300		
25. 10-R-0301		
26. 10-R-0302		
27. 10-R-0233		
28. 10-R-0234		
29. 10-R-0235		
30. 10-R-0236		
31. 10-R-0237		
32. 10-R-0238		
33. 10-R-0239		
34. 10-R-0240		
35. 10-R-0316		