

1 **UNITED STATES DISTRICT COURT**
2 **NORTHERN DISTRICT OF GEORGIA**
3 **ATLANTA DIVISION**

4
5 JERRY WILLIAMS and WENDELL)
6 NEAL, Individually And On Behalf)
7 of All Others Similarly Situated,)

8)
9) Plaintiffs,)

CIVIL ACTION FILE NO.
1:12-cv-00560-TWT

10)
11) vs.)

12)
13 ACKERMAN WRECKER SERVICE,)
14 INC., and WALTER GLEN SMITH,)

15)
16) Defendants.)
17 _____)

18
19 **FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

20 This First Amendment To Settlement Agreement (hereinafter referred to as
21 “the Amended Agreement”) is made and entered into this 27th day of March 2013
22 by and between **ACKERMAN WRECKER SERVICE, INC.**, for itself and its
23 divisions, subdivisions, parents, and affiliates (hereinafter referred to as
24 “**ACKERMAN**”), **WALTER GLENN SMITH**, including his representatives
25 heirs and successors, (**WALTER GLENN SMITH** and **ACKERMAN** hereinafter
26 collectively referred to as “**DEFENDANTS**”), **JERRY WILLIAMS** and
27 **WENDELL NEAL** (**WENDELL NEAL** and **JERRY WILLIAMS** hereinafter
28 collectively referred to as the “**NAMED PLAINTIFFS**”).

29 **W I T N E S S E T H:**

30 **WHEREAS**, on September 3, 2012, the parties entered into a Settlement
31 Agreement (hereafter “the Agreement”) in the above styled case; and

32 **WHEREAS**, on October 4, 2012, the Court entered a Consent Order [Dkt.
33 18] in which it approved the Settlement Agreement; and

34 **WHEREAS**, on October 16, 2012, the Court entered an Order referring the
35 case to Magistrate Judge James Clay Fuller for further proceedings in accordance
36 with the Consent Order; and

37 **WHEREAS**, in the application of the terms of the Agreement, the parties
38 encountered an initial dispute concerning the method of calculating work time on
39 days in which a Driver failed to clock-in or failed to clock-out; and

40 **WHEREAS**, the parties sought the assistance of the Magistrate Judge to
41 mediate their dispute in accordance with Paragraph 26 of the Agreement [Dkt. 20,
42 21]; and

43 **WHEREAS**, the parties have reached agreement on the method of
44 calculating work time on days in which a Driver failed to clock-in or failed to
45 clock-out; and

46 **WHEREAS**, the parties have reached agreement on an extension of the time
47 limits set forth in the Agreement, and

48 **WHEREAS**, the parties desire to commit their agreement to writing;

49 **NOW, THEREFORE**, in exchange for good and valuable consideration,
50 the sufficiency and receipt of which is hereby acknowledged, **DEFENDANTS** and
51 the **NAMED PLAINTIFFS** agree as follows:

52 1) Paragraph 17 of the Agreement is amended in its entirety to read as follows:

53 “17) On or before April 15, 2013, **DEFENDANTS** shall complete the
54 calculations as set forth in Paragraph 18 below.”

55 2) Paragraphs 18 c. and d. of the Agreement are amended in their entirety to
56 read as follows:

57 “(c)(1) A **CLASS MEMBER’S WORK HOURS** on a shift shall
58 begin at the **AAA START TIME**.

59 (c)(2) If the **AAA** records setting forth **AAA START TIMES** and
60 **AAA END TIMES** do not reflect a log-in time that is prior to the time a
61 **CLASS MEMBER** logged out on a shift, the **AAA START TIME** shall
62 be twelve hours before the **AAA END TIME** at the end of the **CLASS**
63 **MEMBER’S** shift.

64 (d)(1) A **CLASS MEMBER’S WORK HOURS** on a shift shall end
65 at the **AAA END TIME**.

66 (d)(2) If the **AAA** records setting forth **AAA START TIMES** and
67 **AAA END TIMES** do not reflect a log-out time that is prior to the time a

68 CLASS MEMBER logged in again on a subsequent shift, the AAA
69 END TIME shall be twelve hours after the AAA START TIME at the
70 beginning of the CLASS MEMBER'S shift.

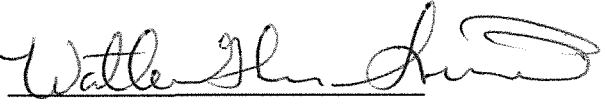
71 (d)(3) If the AAA records setting forth AAA START TIMES and
72 AAA END TIMES reflect a log-out time that is more than fourteen
73 hours after the AAA START TIME, a CLASS MEMBER'S WORK
74 HOURS shall end at the time the last call on the shift was cleared, as
75 determined by the Call Sheet, or at fourteen hours, whichever is greater."

76 3) Paragraph 24 of the Agreement is amended in its entirety to read as follows:
77 "24) On or before May 15, 2013, IAG will complete its random spot
78 checks."

79 4) Upon execution of the Amended Agreement, the parties will file a joint
80 motion with the Court seeking approval of the Amended Agreement.

81 IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the
82 date first written above.

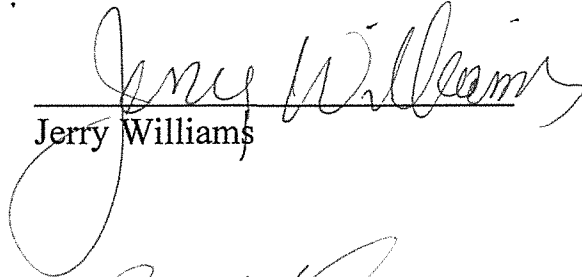
83 _____(SEAL)
84 Ackerman Wrecker Service, Inc.

85
86 By: 
87 Walter Glenn
88 Its President
89
90

91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107



Walter Glenn Smith



Jerry Williams



Wendell Neal