

Exhibit "A"

WHEREAS, Reyna is an individual who maintains his principal place of residence in La Salle County, Texas;

WHEREAS, TI is a corporation organized under the laws of Delaware with its principal place of business in Dallas, Texas, and is authorized to do business in the State of Texas;

WHEREAS, the Representative Plaintiffs filed a lawsuit against TI, captioned *Vogt et al. v. Texas Instruments Incorporated*; Civil Action No. 3:05-CV-2244-L; in the United States District Court, Northern District of Texas, Dallas Division (the "Lawsuit"), asserting claims arising under the Fair Labor Standards Act concerning and seeking allegedly unpaid overtime compensation for the time spent (i) donning and doffing clothing worn in TI's "clean room" manufacturing facilities at the beginning and end of their shifts, (ii) walking between the smock room and their work stations at the beginning and end of their shifts, and (iii) attending "pass down briefings" at the end of their shifts during their employment with TI;

WHEREAS, TI answered the Lawsuit, vigorously denying the allegations and claims asserted in the Lawsuit;

WHEREAS, on September 19, 2006 the Court conditionally certified Plaintiffs' collective action to include all current and former employees of TI who have been and/or are currently employed as Manufacturing Specialists working compressed shifts in Cleanroom facilities located in Dallas, Texas since November 15, 2002;

WHEREAS, Plaintiffs sent notice of this collective action to all persons within the class conditionally certified by the Court, and all timely consent forms were filed with the Court by January 12, 2007;

WHEREAS, each of the individuals who filed a "Consent to Join" the Lawsuit authorized Vogt, Gauthier and Reyna to make decisions on his or her behalf concerning this litigation;

WHEREAS, on December 3, 2007, Plaintiffs filed a Motion for Partial Summary Judgment, asking the Court to grant judgment in their favor as to certain claims asserted in the Lawsuit;

WHEREAS, on December 3, 2007, TI filed a Motion for Summary Judgment in which it asked the Court to dismiss all claims asserted in the Lawsuit in their entirety;

WHEREAS, the Parties desire to compromise, resolve, and settle the claims, allegations and causes of action which were or could have been asserted in the Lawsuit, finally and forever, in order to avoid the uncertainty, time and expense which would accompany the Lawsuit;

WHEREAS, the Parties have agreed, without any Party admitting liability of any kind, to enter into this Agreement pursuant to which each and every claim and/or cause of action asserted or which could have been asserted by Plaintiffs against the TI Released Parties will be forever and finally released, except as may be specifically provided otherwise herein; and

NOW, THEREFORE, in consideration of the covenants and mutual promises and agreements herein contained, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 COMPROMISES

1.1 The Parties hereby agree that neither the giving of any consideration hereunder nor its acceptance shall operate as or be evidence of any admission of liability for any claim hereby released, and further agree that, by the execution of this Agreement, the Parties do not admit the truthfulness of any of the claims or allegations made by any opposing party; rather, such claims, allegations and liability have been, and are hereby, expressly denied by each of the Parties. This Agreement has been made and entered into solely in order to compromise and settle all claims between the Parties, and TI expressly denies any violation of state or federal laws or regulations, or the company's policies or procedures.

2.0 Total Settlement Amount and Procedure

2.1 In exchange for the promises and covenants by Plaintiffs contained herein, the receipt and sufficiency of which are hereby acknowledged, no later than thirty (30) days after the Court grants the Parties' Joint Motion to Approve Settlement and Dismiss, TI shall make the following settlement payments:

2.1.1 MONETARY DAMAGES. TI shall pay the sum of \$65,000.00 in economic damages to be divided among each of the Plaintiffs who has not been dismissed from the Lawsuit and who is not the subject of a pending agreed or unopposed motion to dismiss (hereinafter, "Compensated Plaintiffs"). Contemporaneously with providing an executed and originally-signed copy of this Agreement to TI's counsel, Plaintiffs' counsel shall provide a list of the amount of economic damages to be paid to each Compensated Plaintiff based upon the amount of time that he or she claims to have spent performing the activities at issue in the Lawsuit during the relevant time period of his or her employment with TI. TI contends that (a) it acted in good faith with regard to its belief that its compensation policies comply with the FLSA, and (b) it did not willfully violate the FLSA. Plaintiffs dispute these contentions. In light of these disputes, (i) 70% of the settlement amount paid to each Compensated Plaintiff shall be attributable to back wages and the remaining 30% shall be attributable to liquidated damages, and (ii) any Compensated Plaintiff who is allocated back wages for time spent working in the third year from the date of the submission of his or her Consent to Join shall have said wages discounted by 55% in Plaintiffs' allocation of the economic damages. TI shall withhold applicable taxes from the back wages portion of the amount paid to each Compensated Plaintiff, but not from the liquidated damages portion of the amount.

2.1.2 REPRESENTATIVE FEE. In addition to the monetary damages described in Section 2.1.1, TI shall pay the sum of \$1,100.00 to each of the Representative Plaintiffs.

2.1.3. ATTORNEYS' FEES. TI shall pay the sum of \$250,000.00 to "Gillespie, Rozen, Watsky & Jones, P.C." for attorneys' fees incurred by Plaintiffs in this case.

2.1.4. COSTS OF COURT. TI shall pay the sum of \$40,000.00 to "Gillespie, Rozen, Watsky & Jones, P.C." for court costs incurred by Plaintiffs in this case.

2.2 The Parties agree that the aforementioned monetary consideration shall constitute payment in full for all claims arising under the Fair Labor Standards Act ("FLSA") that Plaintiffs had or may have against the TI Released Parties, as well as any and all attorneys' fees, expenses, costs of court and any other unknown fees, costs and/or expenses incurred by Plaintiffs and/or their legal counsel in this Lawsuit, and for Plaintiffs' releases and promises contained herein.

3.0 TAX CONSEQUENCES OF SETTLEMENT AMOUNT

3.1 Plaintiffs acknowledge and understand that TI shall issue the following tax reporting forms for the settlement amounts paid pursuant to this Agreement: (i) an IRS Form W-2 to each Compensated Plaintiff, identifying the settlement amount attributable to back wages, as described in Section 2.1.1 herein, and designating the taxes withheld from same; (ii) an IRS Form 1099 to each Compensated Plaintiff in the amount attributable to liquidated damages, as described in Section 2.1.1 herein, including the additional amount paid to the Representative Plaintiffs, as described in Section 2.1.2 herein; and (iii) an IRS Form 1099-Misc. to Gillespie, Rozen, Watsky & Jones, P.C. in the amount of \$290,000.00.

3.2 Plaintiffs and their legal counsel, David K. Watsky, understand and agree that each is responsible for the payment of any and all taxes, assessments, or other financial

obligations, whether federal, state or local, which are legally required to be paid in connection with their respective payments set forth in Section 2.0.

3.3. Plaintiffs further understand and agree that, if the Internal Revenue Service or any other federal, state, or local governmental agency determines that some or all of the payment(s) set forth herein is subject to federal, state, and/or local taxes on account of and arising out of any action and/or inaction by any Plaintiff regarding the reporting and/or payment of said taxes on the payment(s) set forth in Section 2.0, and if, as a result of any Plaintiff's failure to report the payment(s) set forth herein, or any other action and or inaction on the part of any Plaintiff, the Internal Revenue Service or any other federal, state, or local governmental agency assesses taxes and/or interest or imposes a fine and/or a penalty against any of the TI Released Parties, then, in such event, said Plaintiff will indemnify, reimburse and hold harmless the TI Released Parties for such sums and any expenses and fees incurred by them in connection with such assessed taxes and/or interest or imposed fine and/or penalty.

4.0 RELEASES

4.1 SPECIFIC RELEASE OF FLSA CLAIMS. The Parties hereby acknowledge that a bona fide dispute exists as to the TI Released Parties' liability under the Fair Labor Standards Act ("FLSA"). The Representative Plaintiffs, on behalf of themselves and each individual who filed a Consent to Join this Lawsuit, thereby authorizing the Representative Plaintiffs to make decisions concerning this Lawsuit on their behalf, as well as their respective family, assigns, representatives, agents, and heirs, if any, (collectively, the "Releasing Parties") hereby (i) agree and acknowledge that they have been advised to consult with, and have consulted with, legal counsel about the claims being released herein; and (ii) for and in consideration of the payments referenced above, as well as the covenants and/or promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Releasing Parties fully, finally, and forever

RELEASE, ACQUIT, and DISCHARGE the TI Released Parties, jointly and severally, from, and covenant not to sue the TI Released Parties, jointly and severally, for any and all claims, demands, actions, causes of action, other liabilities, and/or damages, if any, which the Releasing Parties, or any other person or entity claiming by, through or under them, may have or claim to have, jointly or severally, against the TI Released Parties arising under the FLSA, as amended, 29 U.S.C. § 201, *et seq.*

4.2 RELEASE OF ATTORNEYS' FEES, COURT COSTS AND EXPENSES. David K. Watsky of Gillespie, Rozen, Watsky & Jones, P.C. has represented Plaintiffs with respect to the claims asserted in the Lawsuit. By executing this Agreement, Watsky acknowledges, on behalf of himself and his law firm, that all claims for attorneys' fees, costs, court costs or other recoverable expenses that he may hold independently against the TI Released Parties, as Plaintiffs' legal counsel in the Lawsuit, are satisfied by the consideration paid herein by TI, and hereby releases any claims he or any law firm or attorneys he was affiliated with during his representation of Plaintiffs might have against the TI Released Parties for all such monies.

4.3 LIMITATION OF RELEASE. The Parties acknowledge and agree that the releases contained in Section 4.0 do not include any claims a Party may have against any other Party for a failure to comply with or breach of any provision in this Agreement.

5.0 OBLIGATIONS UNDER DISCIPLINARY RULES OF PROFESSIONAL CONDUCT

5.1 RECOGNITION OF DISCIPLINARY RULES. David K. Watsky acknowledges that he is bound by obligations under Rules 7.03 and 7.05 of the Texas Disciplinary Rules of Professional Conduct concerning solicitation of prospective clients with regard to any potential claims against the TI Released Parties, which are similar to the claims brought by Plaintiffs in the Lawsuit, and further, agrees to abide those Rules.

6.0 DISMISSAL OF LAWSUIT

6.1 DISMISSAL OF LAWSUIT. Within five (5) business days after TI's counsel delivers to Plaintiffs' counsel a fully-executed copy of this Agreement, the Parties will file a Joint Motion to Approve of Settlement and Dismiss with Prejudice, in the form attached hereto as Exhibit "A." Except as provided herein by the terms of this Agreement, the Parties agree to bear their own costs, expenses and attorneys' fees.

7.0 EFFECTIVE DATE; CONTINGENCY IF NO COURT APPROVAL

7.1 EFFECTIVE DATE. This Agreement shall become effective as of the date upon which the last Party executes this Agreement.

7.2 CONTINUED NEGOTIATIONS IN ABSENCE OF COURT APPROVAL. If the Court denies the Parties' Joint Motion to Approve Settlement and Dismiss, the Parties agree that they will continue to negotiate in good faith to revise the terms of this Agreement and submit a revised settlement agreement to the Court for approval.

7.3 NULLIFICATION IN EVENT OF IMPASSE. If the Parties are unable to agree upon the terms of a revised settlement agreement within forty-five (45) days after the Court denies the Parties' Joint Motion to Approve Settlement and Dismiss, the Parties shall jointly notify the Court, in writing, that they have reached an impasse and ask the Court to re-open the Lawsuit.

8.0 MISCELLANEOUS

8.1 ASSIGNMENT OF CLAIMS. The Parties each represent and warrant to each other that none has assigned or otherwise transferred to any person, party or entity any of the claims, demands, actions, liabilities, obligations or causes of action being released hereby. Plaintiffs further agree to indemnify the TI Released Parties and to hold them harmless from any

claims, demands, actions, liabilities, obligations and/or causes of action previously assigned or otherwise transferred.

8.2 NO RELIANCE. In executing this Agreement, the Parties have not seen, heard or relied upon any promises, statements, representations, covenants or warranties, whether express or implied, made by one another or by any representative or other person or entity, except to the extent that a matter is expressly stated in this Agreement. The Parties hereby waive and release any right or ability to seek to revoke, rescind, vacate or otherwise avoid the operation and effect of this Agreement on the basis of any alleged fraudulent inducement, misrepresentation or material omission by any of the Parties or their representatives, or on the basis of mutual or unilateral mistake of fact or law, or newly discovered information, and acknowledge that the claims brought in the Lawsuit and the releases and covenants contained herein are satisfied by the settlement amount, as reflected in this Agreement.

8.3 AUTHORITY. The Representative Plaintiffs represent and warrant that they have been duly authorized by all persons who filed a Consent to Joint the Lawsuit to enter this Agreement on their behalf. TI represents and warrants (a) that the execution and delivery of this Agreement (i) is within its power, (ii) has been duly authorized by all necessary corporate action (or will hereafter be promptly ratified as such), and (iii) does not contravene any provision of any agreements to which it is a party or any law to which it is subject; (b) that the undersigned officers are duly authorized to execute and deliver this Agreement (or will hereafter be promptly ratified as such); and (c) that, upon execution and delivery, this Agreement shall be the legal, valid, and binding obligation of it and enforceable in accordance with its terms.

8.4 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties, and supersedes prior understandings and agreements, if any, among or between the Parties with respect to the subject matter hereof. There are no

representations, agreements, arrangements or understandings, oral or written, concerning the subject matter hereof between and among the undersigned parties that are not fully expressed or incorporated by reference herein.

8.5 AMENDMENTS. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party. Additionally, this Agreement cannot be changed or terminated orally, but may be changed only through written addendum executed by both Parties.

8.6 COUNTERPART ORIGINALS. This Agreement may be executed in multiple counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all of the Parties; and each such counterpart shall be deemed to be an original, binding the Party subscribed thereto, and multiple signature pages affixed to a single copy of this Agreement shall be deemed to be a fully executed original agreement.

8.7 SEVERABILITY. The Parties acknowledge and understand that if any term of this Agreement other than Section 4.1 shall be determined by a court to be illegal, invalid, unconscionable or unenforceable the remaining provisions will remain effective and legally binding, and the illegal, invalid, unconscionable or unenforceable term shall be deemed not to be a part of this Agreement. If, after the district court presiding over the Lawsuit grants the Parties' Joint Motion to Approve Settlement and Dismiss, a court later determines that Section 4.1 is illegal, invalid, unconscionable or unenforceable, there shall be a failure of consideration, and the TI Released Parties shall be entitled to the return of the settlement amounts paid under Section 2.0 herein.

8.8 BINDING EFFECT. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, executors, administrators, representatives, officers, directors, shareholders, predecessors, successors, parents, subsidiaries, affiliated entities, spouses, agents, attorneys, servants, employees, principals, partners, whether limited or general, and assigns, if any. Each of the Parties represents and warrants that it, he or she has the authority to act on its, his or her behalf and to bind it to this Agreement.

8.9 EXERCISE OF RIGHTS. Any failure or forbearance by any Party to exercise any right or remedy with respect to enforcement of this Agreement or any instrument executed in connection herewith shall not be construed as a waiver of any of such Party's rights or remedies, nor shall such failure or forbearance operate to modify this Agreement or such instruments in the absence of a writing as provided above.

8.10 NO WAIVER. No waiver of any of the terms of this Agreement shall be valid unless in writing and signed by all Parties to this Agreement. The waiver by any Party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.

8.11 CHOICE OF LAW AND VENUE; FEES. The Parties agree that the Agreement shall be performed in Dallas County, Texas, and that the laws of the State of Texas shall govern the enforceability, interpretation and legal effect of this Agreement. The Parties also agree that venue of any action to enforce the provisions of this Agreement or for breach hereof, or any document executed in connection herewith, shall be in the federal courts located in Dallas County, Texas. The Parties also agree that the prevailing party in an action for breach of this agreement shall be entitled to recover attorneys' fees in that litigation.

9.0 VOLUNTARY AGREEMENT

9.1 By signing below, Plaintiffs acknowledge and understand that this Agreement is a release and waiver contract, and that this document is legally binding. Plaintiffs further understand and agree that they have carefully read and fully understand the provisions of this Agreement and have had a reasonable period of time to consider this Agreement. Plaintiffs understand that by signing this Agreement, they are agreeing to all of the provisions set forth in the Agreement, and have read and understood each provision. Plaintiffs acknowledge that they are hereby advised in writing of their right and opportunity to consult with an attorney of their choice concerning the meaning, import, and legal significance of this Agreement. Plaintiffs knowingly and voluntarily agree to all of the terms set forth in this Agreement and knowingly and voluntarily intend to be bound by the same.

9.2 The Parties hereby represent and warrant that, prior to signing below, they have had the opportunity to consult with legal counsel of their/its choice, have had a full opportunity to conduct discovery and investigate all claims and defenses, have read this document in its entirety and fully and satisfactorily understand its content and effect, and that they have not been subject to any form of duress in connection with this settlement, and accordingly agree to be bound as described in this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK.

WILFORD VOGT:

04/28/08
 Date

STATE OF TEXAS

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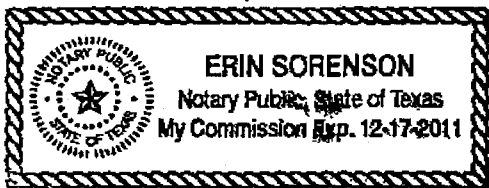
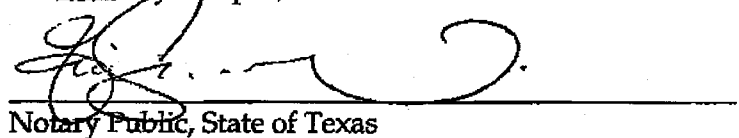
COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared WILFORD VOGT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 28 day of April, 2008.



 Notary Public, State of Texas
JAMES P. GAUTHIER:

 Date

STATE OF TEXAS

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COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared JAMES P. GAUTHIER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of April, 2008.

 Notary Public, State of Texas

WILFORD VOGT:

Date

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared WILFORD VOGT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of April, 2008.

Notary Public, State of Texas

JAMES P. GAUTHIER:

James P. Gauthier

4-24-08
Date

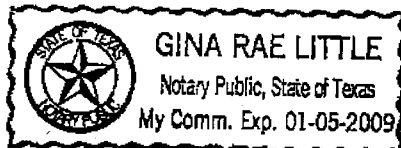
STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared JAMES P. GAUTHIER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of April, 2008.



Gina Rae Little
Notary Public, State of Texas

HUMBERTO REYNA, JR.:

Humberto Y. Reyna Jr.

4-18-08
Date

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared HUMBERTO REYNA, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 18th day of April, 2008.



Dora A. Gonzales
Notary Public, State of Texas

AGREED AS TO FORM AND SUBSTANCE OF SECTIONS 3.2, 4.2, 5.1 and 6.1:

David K. Watsky
David K. Watsky
Attorney for Plaintiffs

4/29/08
Date

TEXAS INSTRUMENTS INCORPORATED:

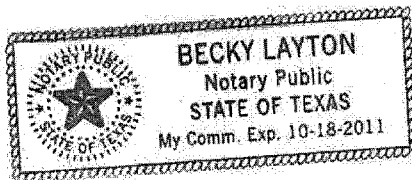
By: [Signature]
Kevin Ritchie, Senior Vice President,
Technology & Manufacturing Group

4/21/2008
Date

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Ritchie, the Senior Vice President of the Technology & Manufacturing Group for Texas Instruments Incorporated, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Texas Instruments Incorporated for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21 day of April, 2008.



Becky Layton
Notary Public, State of Texas

AGREED AS TO FORM AND SUBSTANCE OF SECTION 6.1:

[Signature]
Stephen E. Fox
Attorney for Defendant

4/21/2008
Date

Exhibit "A"

To bring this matter to an expeditious conclusion, however, the Parties have entered into a settlement, the form of which is attached hereto as Exhibit "A." Under the terms of this agreement and subject to the approval of the Court, the Parties would settle Plaintiffs' claims by the payment of (i) a discounted amount of overtime wages Plaintiffs alleged to be owed, in light of the Parties' dispute as to whether TI violated the FLSA and as to whether TI's alleged violation of the FLSA was willful; (ii) a discounted amount of liquidated damages Plaintiffs alleged to be owed, in light of the Parties' dispute as to whether TI acted in good faith; and (iii) an agreed amount of attorneys' fees and costs. In return, Plaintiffs would agree to dismiss their claims with prejudice and to provide a complete release of any and all FLSA claims to TI.

"When employees bring a private action for back wages under the FLSA, and present to the district court a proposed settlement, the district court may enter a stipulated judgment after scrutinizing the settlement for fairness." *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982) (Goldberg, J., sitting by designation).

Although the Parties continue to vigorously dispute whether Plaintiffs are entitled to be paid for the activities at issue in the Lawsuit and, further, what, if any, damages Plaintiffs would be entitled to receive if this suit were tried to its conclusion, Plaintiffs have determined the amount of damages each Plaintiff will receive under the terms of the Parties' proposed settlement by calculating the amount of time each Plaintiff alleges to have spent performing the activities at issue in the Lawsuit and, thereafter, taking a reasonable discount of those damages to account for the risk associated with trying the Lawsuit to its conclusion. (Settlement Agreement at ¶ 2.1.1, Ex. A.) As such, Plaintiffs and Defendant respectfully submit that this is a fair settlement of any and all claims asserted or which could have been asserted under the FLSA by Plaintiffs. Moreover, TI's willingness to pay, and the Plaintiffs' willingness to accept, the settlement amount set forth in the agreement without further action conserves the resources of

this Court and of the Parties. Further, the records pertaining to Plaintiffs' claims have been provided to their counsel, and the Parties, with independent counsel, have negotiated a settlement based upon such records. *Id.* at 1354 (noting that settlements negotiated by counsel are more likely to reflect a reasonable compromise of claims than those negotiated without counsel).

Therefore, the Parties request that this settlement be approved and that, in accordance with the stipulation of the Parties, the case be dismissed with prejudice.

WHEREFORE, Plaintiffs Wilford Vogt, James P. Gauthier, and Humberto Reyna, Jr., on behalf of themselves and all other similarly-situated who have filed a Consent to Join this collective action, and Defendant Texas Instruments Incorporated respectfully request that this case be dismissed with prejudice as set forth in the proposed Final Judgment.

Dated: May 2, 2008

Respectfully submitted,

**GILLESPIE, ROZEN, WATSKY,
MOTLEY, & JONES, P.C.**

FISH & RICHARDSON P.C.

3402 Oak Grove Avenue, Suite 200
Dallas, Texas 75204
Telephone: (214) 720-2009
Fax: (214) 720-2291
Email: watsky@grwlawfirm.com

1717 Main Street, Suite 5000
Dallas, Texas 75201
Telephone: (214) 747-5070
Telecopy: (214) 747-2091
Email: sfox@fr.com

By: /s/ David K. Watsky

David K. Watsky
State Bar No. 20932600
Hal K. Gillespie
State Bar No. 07925500
James D. Sanford
State Bar No. 24051289

By: /s/ Stephen E. Fox

Stephen E. Fox (Attorney-in-charge)
Texas Bar No. 07337260
Thomas M. Melsheimer
Texas Bar No. 13922550
Robert L. Rickman
Texas Bar No. 24013400
Elizabeth M. Bedell
Texas Bar No. 24045469

**Counsel for Plaintiffs,
WILFORD VOGT,
JAMES P. GAUTHIER, and
HUMBERTO REYNA, JR.,
for themselves and all others
similarly-situated.**

Of Counsel:
Theresa A. Couch
Texas Bar No. 04875700
Sarah A. Donch
Texas Bar No. 24002003

**Counsel for Defendant,
TEXAS INSTRUMENTS
INCORPORATED.**