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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ANTONIO TORRES-SANABRIA, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

NATIONAL INSTRUMENTS CORPORATION, a Delaware corporation; NH RESEARCH, LLC., a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01369943-CU-OE-CXC

[Assigned for all purposes to the Hon. Melissa McCormick, in Dept CX104]

REPRESENTATIVE ACTION

JOINT STIPULATION RE: PAGA SETTLEMENT

Action Filed: December 28, 2023
Trial Date: None Set

This Joint Stipulation re: PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiff Antonio Torres-Sanabria ("Plaintiff"), individually, and on behalf of the Aggrieved Employees, on one hand; and defendants National Instruments Corporation ("National Instruments"); and NH Research, LLC ("NH Research") (collectively, "Defendants"), on the other hand, in the lawsuit entitled *Antonio Torres-Sanabria v. National Instruments Corporation, et al*., filed in the Orange County Superior Court, Case No. 30-2023-01369943-CU-OE-CXC. Plaintiff and Defendants shall be, at times, collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. "**Action**" means Plaintiff's PAGA lawsuit, alleging wage and hour violations against Defendants, captioned *Antonio Torres-Sanabria v. National Instruments Corporation,* Case No. 30-2023-01369943-CU-OE-CXC, initiated on December 28, 2023, and pending in the Superior Court of the State of California, County of Orange.

1.2. "**Administrator**" means Phoenix Settlement Administrators, the neutral entity Plaintiff has selected to administer the Settlement.

1.3. "**Administration Expenses Payment**" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "**Aggrieved Employees**" means all persons currently or formerly employed by Defendants, as non-exempt, hourly-paid employees, during the PAGA Period in the State of California.

1.5. "**Aggrieved Employee Data**" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "**Aggrieved Employee Address Search**" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "**Court**" means the Superior Court of California, County of Orange.

1.8. "**Defense Counsel**" means Jared L. Palmer and Carolyn B. Hall of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.9. "**Effective Date**" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final.

1.10. "**Gross Settlement Amount**" means $90,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator's Expenses Payment.

1.11. "**Individual PAGA Payment**" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "**Judgment**" means the judgment entered by the Court based upon the Final Approval.

1.13. "**LWDA**" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "**LWDA PAGA Payment**" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "**Net Settlement Amount**" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration

Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "**PAGA Counsel**" means David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.17. "**PAGA Counsel Fees Payment**" and "**PAGA Counsel Litigation Expenses Payment**" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. "**PAGA Pay Period**" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.19. "**PAGA Period**" means the period from December 28, 2022, through June 16, 2025.

1.20. "**PAGA**" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "**PAGA Notice**" means the December 28, 2023 letter that Plaintiff sent to Defendants and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.22. "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (no less than $6,762.50) and the 75% to LWDA (no less than $20,287.00) in settlement of PAGA claims.

1.23. "**Plaintiff**" means Antonio Torres-Sanabria, the named plaintiff in the Action.

1.24. "**Approval Order**" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "**Released PAGA Claims**" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "**Released Parties**" means: Defendants as well as Defendants' past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, staffing agencies, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them.

1.27. "**Settlement**" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On **Error! Reference source not found.**, Plaintiff commenced a putative class action against Defendants in Orange County Superior Court, alleging: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; and (9) Unfair Competition (the "Class Action").

2.2. On December 28, 2023, Plaintiff filed with the Labor and Workforce Development Agency ("LWDA") and served on Defendants a notice under Labor Code section 2699.3 stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations ("PAGA Notice").

2.3. On May 14, 2024, the Parties filed a stipulated Request to Dismiss Class Claims and to Amend Complaint to add PAGA Claims. On May 23, 2024, the Court ordered Plaintiff's individual and class action claims dismissed, without prejudice.

2.4. On June 4, 2024, Plaintiff filed a First Amended complaint alleging causes of action against Defendants for civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice (the "Operative Complaint").

2.5. On March 18, 2025, the parties participated in an all-day mediation presided over by Marc Feder, Esquire, which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll records for a sampling of Aggrieved Employees during the PAGA Period; (2) data points, including the number of Aggrieved Employees, the number of Aggrieved Employees separated from employment in the waiting time penalty period, and the number of Pay Periods during the

PAGA Period; (3) all relevant policy documents of Defendants'; and (4) Plaintiff's personnel records.

2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. <u>MONETARY TERMS</u>

3.1. **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $90,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. **Payments from the Gross Settlement Amount**. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. **To PAGA Counsel**: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, subject to escalation pursuant to section 8.1 of this Agreement and approval by the Court, which is currently estimated to be $30,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $30,000.00,. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator**: An Administrator Expenses Payment not to exceed $2,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $2,950.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees**: PAGA Penalties in the amount of no less than $27,050.00 to be paid from the Gross Settlement Amount, with 75% (no less than $20,287.50) allocated to the LWDA PAGA Payment and 25% (no less than $6,762.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (no less than $6,762.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved

Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1. **Aggrieved Employee Pay Periods**. Based on a review of National Instrument's records as of mediation, the Parties understand there are 49 Aggrieved Employees who worked a total of 1,219 PAGA Pay Periods in the proposed PAGA group.

4.2. **Aggrieved Employee Data**. Within 14 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. **Funding of Gross Settlement Amount**. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) calendar days after the Effective Date.

4.4. **Payments from the Gross Settlement Amount**. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, as the PAGA Representative, and the State of California and the Labor and Workforce Development Agency will release claims against Defendants and all Released Parties as follows:

5.1 **Release by Plaintiff, as the PAGA Representative, the State of California and the Labor and Workforce Development Agency**: Plaintiff, as the PAGA Representative, the State of California and the Labor and Workforce Development Agency shall fully release and discharge Defendants and the Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which include, but not limited to: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failing to provide meal periods or pay meal period premiums in lieu thereof; (4) failure to provide rest periods or pay rest period premiums in lieu thereof; (5) failure to provide cooldown rest periods under Cal. Code Regs., Tit. 8, section 3395 or pay a premium in lieu thereof; (6) unlawful deductions; (7) inaccurate wage statements; (8) failure to furnish documents under Labor Code sections 432, 1198.5, and 1174; (9) failure to pay accrued paid time off and vacation time at separation; (10) failure to reimburse necessary business expenses; (11) failing to comply with notice requirements of Labor Code section 2810.5; (12) failure to provide sick leave; (13) failure to reimburse deposits made; (14) failure to timely pay wages during employment; (15) failure to provide suitable seating; (16) failure to provide temporary workers with weekly wages; (17) failure to provide readily accessible sanitation facilities; (18) unlawful background checks; (19) relying on salary history information to determine whether to offer employment to an applicant in violation of Labor Code section 432.3; (20) unlawfully requiring employees to agree to confidentiality policies; (21) unlawfully preventing employees from using or disclosing skills, knowledge, and experience they obtained from employment when negotiating new job with prospective employer; (22) unlawfully preventing employees from disclosing violations of state or federal law regarding unsafe or discriminatory working conditions or wage and hour violations; (23) unlawfully preventing employees from engaging in lawful conduct during non-work hours; and (24) civil penalties that could have been awarded pursuant to California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations, Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders (the "Released PAGA Claims"). The Released PAGA Claims shall be limited to those claims that arose during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities**. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section

2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. **Responsibilities of PAGA Counsel**. PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator**. Plaintiff has selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. **Employer Identification Number**. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and providing reports state and federal tax authorities.

7.3. **Qualified Settlement Fund**. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. **Administrator Duties**. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on Defendants' records, the Parties understand that, as of mediation, there are 49 Aggrieved Employees who worked 1,219 Pay Periods during the PAGA Period.

8.1. **Escalator Clause.** Defendants have represented that as of the date of the mediation, March 18, 2025, the Aggrieved Employees worked approximately 1,219 pay periods for Defendants in California from December 28, 2022 through March 18, 2025. If the number of total Pay Periods during the PAGA Period is ultimately determined to increase by more than ten percent (10%), or 122 Pay Periods, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods in excess of 1,341 Pay Periods multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 1,219 Pay Periods. The Parties agree that the Pay Period Value amounts to $73.83 per Pay Period ($90,000.00/1,219 Pay Periods). Thus, for example, should there be 1,400 Pay Periods during the PAGA Period, then the Gross Settlement Amount shall be increased by $4,355.97 [(1,400 pay periods – 1,341 pay periods) x $73.83)].

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. **Waiver of Right to Appeal**. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

10.1. **No Admission of Liability or Representative Manageability for Other Purposes**. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. **Integrated Agreement**. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. **Attorney Authorization**. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. **Cooperation**. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. **No Prior Assignments**. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. **No Tax Advice**. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. **Modification of Agreement**. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. **Agreement Binding on Successors**. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. **Applicable Law**. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. **Cooperation in Drafting**. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. **Confidentiality**. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use of Aggrieved Employee Data**. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

10.13. **Headings**. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. **Calendar Days**. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **Notice**. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BIBIYAN LAW GROUP, P.C.
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vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
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Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Jared L. Palmer, CA Bar No. 287974
jared.palmer@ogletree.com
Carolyn B. Hall, CA Bar No. 212311

carolyn.hall@ogletree.com
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Tel: (415) 442-4810 Fax: (415) 442-4870

10.16. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18. **Severability**. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Date: 03/23/2026

Antonio Torres Sanabria
____
Antonio Torres-Sanabria

Date: ____________________

National Instruments Corporation

____

Name: ______________________________

Title: ______________________________

Date: ____________________

NH Research LLC

____

Name: ____________________

Title: ____________________

AGREED AS TO FORM ONLY:

Date: March 24, 2026

Bibiyan Law Group, P.C.

David D. Bibiyan

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Date: ____________________

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

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Jared L. Palmer
Carolyn B. Hall
Counsel for Defendants

carolyn.hall@ogletree.com
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Tel: (415) 442-4810 Fax: (415) 442-4870

10.16. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18. **Severability**. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Date: ___________________ ____________________________________
Antonio Torres-Sanabria

Date: March 20, 2026 National Instruments Corporation

Greg Shoemaker
____

Name: Greg Shoemaker

Title: VP Global Labor & Employment Law

Date: March 20, 2026

NH Research LLC

____

Name: Greg Shoemaker

Title: VP Global Labor & Employment Law

AGREED AS TO FORM ONLY:

Date: ____________________

Bibiyan Law Group, P.C.

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David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Date: March 24, 2026

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

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Jared L. Palmer
Carolyn B. Hall
Counsel for Defendants