



FILED
San Francisco County Superior Court

JAN 28 2026

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MARGARET MCCLURE, individually and on behalf of all others similarly situated,

Plaintiff,

v.

ANOVA APPLIED ELECTRONICS, INC. (dba ANOVA CULINARY); and Does 1-10,

Defendants.

Case No. CGC-24-615351

ORDER GRANTING PRELIMINARY APPROVAL

Before the court is an unopposed motion by plaintiff Margaret McClure for preliminary approval of the settlement of consumer privacy claims reached with defendant Anova Applied Electronics, Inc. (dba Anova Culinary). On December 23, 2025, the court issued an order requesting supplemental briefing due on January 9, 2026 and continued the hearing for preliminary approval to January 9, 2026. On January 9 and 13, 2026, the parties filed their supplemental briefing. On January 14, 2026, the court issued requesting additional supplemental briefing due on January 23, 2026 and continued the preliminary approval hearing to January 29, 2026. On January 23 and 26, 2026, the parties filed supplemental briefing. This matter was scheduled for hearing on January 29, 2026, at 2:00 p.m. in Department 613, the Honorable Jeffrey S. Ross presiding. The court determines that this matter can be decided without hearing. IT IS HEREBY ORDERED that the court **VACATES** the January 29, 2026, hearing, **GRANTS** the motion for preliminary approval of the Amended Class Action Settlement Agreement and Release (“settlement agreement”) attached to this order as **Exhibit A**, a final approval hearing is **RESERVED** for **July 24, 2026, at 9:00 a.m.**, and the court otherwise **ORDERS** as follows:

1 1. Except as otherwise specified here, the court adopts and incorporates by reference the
2 terms and definitions of the settlement agreement.

3 2. The following Settlement Class is conditionally certified for settlement purposes (SA,
4 § 1.35): “all 6,644 unique individuals with a shipping or billing address in California who purchased
5 merchandise with a credit card at Defendant’s website, <https://anovaculinary.com/>, or via Defendant’s
6 mobile app, during the Settlement Class Period, as identified on the Settlement Class List.” The
7 Settlement Class Period is June 12, 2023 to June 12, 2024. (SA, § 1.39.)

8 3. The court finds that the Settlement Class meets the requirements for certification under
9 Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
10 ascertainable; (2) there are predominant common questions of law or fact; (3) McClure’s claims are
11 typical of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to
12 other methods to efficiently adjudicate this controversy.

13 4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the
14 settlement because it appears to be within the range of possible final approval as a fair, adequate, and
15 reasonable settlement.

16 5. For settlement purposes only, Margaret McClure is appointed as class representative. The
17 court preliminarily finds she will adequately represent the Settlement Class for settlement purposes.

18 6. For settlement purposes only, Emery Reddy PC, Wucetich & Korovilas LLP, and Milberg,
19 PLLC are appointed as Class Counsel. The court preliminarily finds that Class Counsel will fairly and
20 adequately represent the Settlement Class for settlement purposes.

21 7. Simpluris, Inc. is appointed as settlement administrator. Simpluris, Inc. shall carry out all
22 of the duties and responsibilities as set forth in the settlement agreement and this order, including, inter
23 alia, the provision of notice to the Settlement Class.

24 8. The court approves the proposed form of notices attached to this order as **Exhibit B** (email
25 notice) and **Exhibit C** (long-form notice). The court finds that distribution of the approved notices in
26 accordance with the plan set forth in the settlement agreement (a) constitutes the best notice practicable
27 under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Settlement
28 Class, and (c) complies fully with the requirements of California Code of Civil Procedure section 382 and

1 California Rules of Court 3.766 and 3.769.

2 9. On **July 24, 2026, at 9:00 a.m.**, in Department 613 this court will hold a final approval
3 hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and
4 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and
5 evidence for the motion for final approval and the motion for attorney's fees, costs, and service awards
6 shall be filed no later than **June 22, 2026**, with two paper courtesy copies of all briefing and evidence
7 promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed
8 final form of judgment (in Word format) shall be delivered to the Department 613 email inbox
9 contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated
10 appearances by members of the Settlement Class, including whether an interpreter is needed. The court
11 may change the date or time of the final approval hearing without further notice to the Settlement Class.

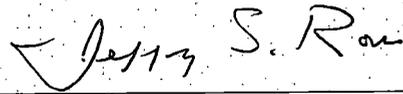
12 10. The court sets the following administration deadlines in light of the terms of the settlement
13 agreement.

Event	Deadline
Defendant to Provide Class Data to Simpluris, Inc.	10 days from preliminary approval. (SA, § 6.4): February 9, 2026 (due to deadline falling on weekend)
Simpluris, Inc. to Distribute Notice	60 days from preliminary approval. (SA, §§ 1.19, 6.3): March 30, 2026 (due to deadline falling on weekend) (at the very latest)
Deadline for Exclusions and Objections	60 days from initial mailing of class notice (SA, §§ 1.22, 6.8, 6.9): May 29, 2026 (This is a postmark deadline.)
Filing of Motion for Final Approval and Motion for Attorney's Fees ¹ , Costs, and	June 22, 2026

1 The court is unlikely to award attorneys' fees of 35%.

1 Service Award ²	
2 Final Approval Hearing	July 24, 2026, at 9:00 a.m. in Dept. 613

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4 Dated: January 28, 2026



JEFFREY S. ROSS
Judge of the Superior Court

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28 ² The court is unlikely to award \$10,000.00 for the five hours plaintiff expended in this matter. (McClure Decl., ¶ 3.)

EXHIBIT A

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Amended Class Action Settlement Agreement and Release (“Settlement Agreement”), dated January 21, 2026, is made and entered into by and among named Plaintiff Margaret McClure (“Plaintiff”), for herself individually and on behalf of the Settlement Class (as defined below), and Defendant Anova Applied Electronics, Inc. d/b/a Anova Culinary (“Defendant” or “Anova”) (collectively, the “Parties”). This Settlement Agreement fully and finally resolves and settles all of Plaintiff’s and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, on June 12, 2024, Plaintiff filed her Class Action Complaint against Defendant in the Superior Court of the State of California for the County of San Francisco alleging the following claims: (i) violation of the California Civil Code § 1747.08; (ii) invasion of privacy; and (iii) unlawful intrusion.

WHEREAS, the Settlement Class Action Complaint alleges: that, on May 6, 2024, Plaintiff purchased an Anova Precision™ Reusable Silicone Bag totaling \$29.50 using her personal credit card on Defendant’s website, <https://anovaculinary.com>; that during Plaintiff’s Credit Card Purchase, Defendant’s online platform required Plaintiff to provide her personally identification information (“PII”), including but not limited to her first and last name, home address, e-mail address, telephone number, Zip code, and IP address, which was recorded during the credit card transaction process; that Defendant used the PII Plaintiff was required to provide during her Credit Card Purchase for marketing purposes unrelated to the transaction; and that Defendant engages in the same or similar practices as to all class members as defined in the complaint.

WHEREAS, on September 30, 2024, Defendant filed a demurrer to the entirety of Plaintiff’s Class Action Complaint.

WHEREAS, on February 13, 2025, the Court issued its order overruling Defendant’s demurrer to Plaintiff’s Class Action Complaint.

WHEREAS, on February 24, 2025, Defendant filed its answer to Plaintiff’s Class Action Complaint asserting a general denial pursuant to section 431.30(d) of the California Code of Civil Procedure along with twenty-nine (29) affirmative defenses.

WHEREAS, the parties agreed to participate in mediation with the Honorable David E. Jones (Ret.) of Resolute Systems, LLC on August 4, 2025.

WHEREAS, in preparation for the scheduled mediation, the Parties exchanged certain information and documents. The Parties also prepared for mediation by laying out their respective positions on the litigation, including with respect to the merits, class certification and settlement, to each other and to the mediator.

WHEREAS, on August 4, 2025, the Parties participated in a mediation conference with the Honorable David E. Jones (Ret.) of Resolute Systems, LLC. However, the Parties failed to reach a settlement in principle to resolve the case on a class wide basis.

WHEREAS, after the mediation, and with further assistance from the mediator, the Parties continued to engage in further arms-length negotiations and were able to reach a settlement in principle to resolve the case on a class wide basis.

WHEREAS, the Court issued its Order Requesting Supplemental Briefing on December 23, 2025, and the Parties drafted this Settlement Agreement in response to comply with the Court's Order.

WHEREAS, pursuant to the terms set forth below, this Settlement Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of Plaintiff and the Settlement Class Members defined herein, but excludes the claims of all Potential Settlement Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Plaintiff's Counsel have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiff's claims, and Defendant's potential defenses, including conducting an independent investigation and confirmatory discovery, participating in a mediation session, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiff's claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Defendant may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiff and Settlement Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits expediently. Plaintiff and Settlement Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiff and Settlement Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Defendant has similarly concluded that this Settlement Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiff and the Settlement Class.

WHEREAS, this Settlement Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only. Defendant specifically denies any wrongdoing. The existence of, terms in, and any action taken under or in connection with this Settlement Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Defendant of (i) the validity of any claim, defense, or

fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Settlement Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall be defined as follows:

- 1.1 “Action” means the putative class action case captioned *Margaret McClure v. Anova Applied Electronics, Inc. d/b/a Anova Culinary* (Case No.: CGC-24-615351), pending in the Superior Court of San Francisco County.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Amended Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein, including the exhibits hereto.
- 1.4 “Anova” or “Defendant” means Anova Applied Electronics, Inc. d/b/a Anova Culinary and their current and former affiliates, parents, subsidiaries, and successors.
- 1.5 “Anova’s Counsel” or references to counsel for Anova means the law firm Bradley Arant Boult Cummings LLP.
- 1.6 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.7 “Court” means the Superior Court for the State of California, San Francisco County.
- 1.8 “Credit Card Purchase” means the purchase by Plaintiff using her personal credit card on May 6, 2024 of one Anova Precision™ Reusable Silicone Bag, totaling \$29.50, which was made through the Defendant’s website, <https://anovaculinary.com>, which is owned and operated by Defendant.

- 1.9 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.10 “Email Notice” means the email notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan attached hereto as **Exhibit A**, which shall not become final unless and until approved by the Court in connection with preliminary approval of the Settlement.
- 1.11 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.12 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Settlement Class Counsel, to be paid from the Settlement Fund.
- 1.13 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Civil Procedure Code and whether to issue the Final Approval Order and Judgment.
- 1.14 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.
- 1.15 “Judgment” means a judgment rendered by the Court.
- 1.16 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit B**.
- 1.17 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys’ Fees and Costs, and (iv) applicable taxes, if any.
- 1.18 “Notice” shall consist of the Email Notice, the Long Form Notice, the Settlement Website, and the toll-free telephone line.
- 1.19 “Notice Date” means the date upon which the Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than sixty (60) days after entry of the Preliminary Approval Order.
- 1.20 “Notice Plan” means the settlement notice program, as approved by the Court and described in this Agreement for disseminating Notice to the Potential Settlement Class Members of the terms of this Agreement and the Final Approval Hearing.
- 1.21 “Objection Deadline” means the date by which Settlement Class Members must file and postmark required copies of any written objections, pursuant to the terms

and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.

- 1.22 “Opt-Out Period” means the period in which a Potential Settlement Class Member may submit a request to exclude themselves from the Settlement (“Request for Exclusion”), pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.
- 1.23 “Parties” means the Plaintiff Margaret McClure and Defendant Anova Applied Electronics, Inc. d/b/a Anova Culinary.
- 1.24 “Payment Election Deadline” means the date by which all elections to receive digital payment of the Settlement Payment must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Payment Election Deadline shall be clearly set forth in the Long Form Notice, the Notice, and the Court’s order granting preliminary approval.
- 1.25 “Potential Settlement Class Member” means the individuals who fall within the definition of Settlement Class.
- 1.26 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Settlement Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit C**.
- 1.27 “Pro Rata Cash Payment” means the amount due to each Settlement Class Member, which shall be an equal share of the amount remaining after the deductions described in Section 3.3(a).
- 1.28 “Released Claims” means the claims being released as described in Paragraph 4.1 below.
- 1.29 “Released Parties” means (1) Defendant Anova Applied Electronics, Inc. d/b/a Anova Culinary, n/k/a Anova Applied Electronics, LLC; (2) each of their respective parents, subsidiaries, affiliates, sibling entities, administrators, successors, assigns, reorganized successors, insurers, and members; and (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of Defendant. Each of the Released Parties may be referred to individually as a “Released Party.”

- 1.30 “Requests for Exclusion” means a written communication from a Settlement Class Member that communicates the Settlement Class Member’s election to be excluded from the Settlement.
- 1.31 “Service Awards” means the amount awarded by the Court and paid to the Settlement Class Representative in recognition of her role in this litigation, as set forth below.
- 1.32 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.33 “Settlement Administrator” means Simpluris, Inc., a notice and claims administrator with recognized expertise in class action notice and claims, as jointly agreed upon by the Settling Parties and approved by the Court. Under the supervision of Settlement Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Settlement Class. Settlement Class Counsel and Anova may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.34 “Settlement Benefit(s)” means the Settlement Payment, the Prospective Relief set forth in Sections 2 and 3 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.35 “Settlement Class” means all 6,644 unique individuals with a shipping or billing address in California who purchased merchandise with a credit card at Defendant’s website, <https://anovaculinary.com/>, or via Defendant’s mobile app, during the Settlement Class Period, as identified on the Settlement Class List. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff and (2) Anova and its subsidiaries, parent companies, successors, predecessors, and any entity in which Anova has a controlling interest.
- 1.36 “Settlement Class Counsel” means M. Anderson Berry of Emery Reddy PC; Jason M. Wucetich of Wucetich & Korovilas LLP; and Will Edelman of Milberg, PLLC.
- 1.37 “Settlement Class List” means a list of the names and contact information of the 6,644 Potential Settlement Class Members that Anova will provide to Plaintiff pursuant to Section 6.4.
- 1.38 “Settlement Class Member” means the individuals who fall within the definition of Settlement Class who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who otherwise are not excluded by specific order of the Court from the Settlement Class.
- 1.39 “Settlement Class Period” means from June 12, 2023 to June 12, 2024.

- 1.40 “Settlement Class Representative” and “Plaintiff” means Margaret McClure.
- 1.41 “Settlement Fund” means the sum of \$500,000.00 to be paid by Anova, as specified in Section 3.1 of this Agreement.
- 1.42 “Settlement Payment” means any payment to be made to any Class Member pursuant to Section 3.2 herein.
- 1.43 “Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of a Request for Exclusion, and provides access to relevant case documents including the Settlement Class Notice and information about other relevant documents.
- 1.44 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

2. BUSINESS PRACTICE COMMITMENTS

- 2.1 In consideration for the Settlement and Releases provided herein, Anova will implement the following business practice changes, involving changes to its website <https://anovaculinary.com/>, for website users with a geolocation in California within five (5) business days after Preliminary Approval is granted. Such business practice changes shall remain in place for at least two years from the date of the Preliminary Approval Order, and include the following:
- Adding a prominent notice on the checkout information step on Anova’s website’s checkout page and in Anova’s privacy policy clarifying that the email and phone number are not for marketing unless the customer opts in and will be used solely for checking the transaction for signs of fraud and to facilitate the transaction (including delivery of items ordered and provision of a receipt);
 - Ceasing all storage and use of personal information for any marketing purposes unless a customer checks a separate line item consenting to such use;
 - Setting the email and SMS marketing checkboxes on its checkout page to unchecked by default to ensure that no marketing occurs unless the consumer affirmatively opts in to such marketing;
 - Ceasing all storage and use of IP addresses in Anova’s database used for marketing unless the customer affirmatively opts in to marketing; and
 - Adding a consent banner and gating all marketing and analytics pixels behind a checkbox requiring explicit consent from the customer with the default set as off. This banner shall also state that consent is optional and not required to purchase any items.

- 2.2 Anova will provide a declaration confirming the implementation of the above practices to Settlement Class Counsel within five (5) business days after Preliminary Approval is granted.
- 2.3 Settlement Class Counsel views the foregoing as sufficient to ensure compliance with California Civil Code Section § 1747.08 and cure all other violations of law alleged in the Complaint.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

- 3.1 Anova will pay, or cause to be paid, \$500,000.00 to the Settlement Administrator on a non-reversionary basis to settle the case (the "Settlement Fund") into an escrow account controlled by the Settlement Administrator (as defined above) within sixty (60) days following the Preliminary Approval Order. The Settlement Fund will be applied to the payments to Class Members, notice and administration expenses (to be agreed upon by the Parties), and any attorneys' fees, expenses of counsel, and class representative Service Awards. The Settlement Fund will be the complete, total, and final extent of the Anova Released Parties' liability in connection with the settlement of the Action, but for the expense(s) associated with the Business Practice Commitments to which Anova has committed, set forth in Section 2, which are separate and apart from the Settlement Fund. The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to Anova, unless the Court's approval of the settlement is not granted. If final approval is not granted for any reason, the balance of the Settlement Escrow Account (after payment of costs associated with notice and administration necessary for the preliminary and final approval process), plus any interest earned on the Settlement Escrow Account, shall be returned to Anova, within ten (10) days after such denial of final approval.
- 3.2 The Settlement Fund is to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC.
 - (a) All interests on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.
 - (b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Settlement Class Counsel shall have no liability or responsibility for any of

the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Settlement Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Settlement Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

- 3.3 **Settlement Payments.** Each Settlement Class Member who does not request to be excluded from the settlement shall receive a *Pro Rata* cash payment:
- (a) **Pro Rata Cash Payment.** Settlement Class Members who do not request to be excluded shall receive a *pro rata* cash payment determined in accordance with the Plan of Allocation in Section 3.6 after amounts sufficient to pay Taxes, Administrative Expenses, Service Awards, and the Fee Award and Costs have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option.
- 3.4 **Settlement Payment Methods.** Settlement Class Members will be provided by the Settlement Administrator with the option to receive any Settlement Payment pursuant to the terms of this Agreement via various digital methods. In the event that Settlement Class Members do not exercise this option by the Payment Election Deadline with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail by the Settlement Administrator.
- 3.5 **Timing of Settlement Benefits.** Within sixty (60) days after the Effective Date, the Settlement Administrator shall cause funds to be distributed to each Settlement Class Member who is entitled to funds.

- 3.6 Plan of Allocation. It is the intention of the Parties to distribute to Settlement Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) Administrative Expenses and required Taxes, (ii) Fee Award and Costs and Service Awards, and (iii) the *Pro Rata* Cash Payment.
- 3.7 Deadline to Deposit or Cash Physical Checks. Settlement Class Members shall have 180 days following distribution to deposit or cash their benefit check.
- 3.8 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Settlement Fund more than 180 days after the distribution of all payments described above to the Settlement Class Members, amounts of any uncashed digital or physical checks shall be forwarded to the California State Controller's Unclaimed Property Division in the name of the Class Member who did not cash their digital or physical check.
- 3.9 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the email address or physical address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks), including by reviewing the National Change of Address system or similar databases, and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.
- 3.10 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Taxes owed pursuant to Section 3.14 or Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Anova and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.11 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Anova and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event the Court does not enter the Final Approval Order, the Settlement otherwise does not reach its Effective Date, or this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Anova and/or its insurers.

- 3.12 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval of the Settlement Agreement; or (ii) otherwise approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Settlement Class Counsel and Anova with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.
- 3.13 Payments to Settlement Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Settlement Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Settlement Class Members pursuant to this Agreement.
- 3.14 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall be used to indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. As used in this provision, Taxes do not include any federal, state, and local tax owed by any Settlement Class Representative, Settlement Class Member, or Settlement Class Counsel as a result of any benefit or payment received as a result of the Settlement. Each Settlement Class Representative, Settlement Class Member, or Settlement Class Counsel shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.
- 3.15 Limitation of Liability
- (a) Anova and the Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Settlement Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or

costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- (b) Settlement Class Representative and Settlement Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. RELEASE

Upon the occurrence of the later of the Effective Date and Defendant paying the full amount of the Settlement Fund to the Settlement Administrator, Plaintiff, Class Members and Class Counsel will release claims against all Released Parties as follows:

- 4.1 All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Settlement Class Period facts stated in the Complaint and ascertained in the course of the Action, including, e.g., claims based on Anova's collection or use of the personal information of Settlement Class Members. Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Settlement Class Period.
- 4.2 There is a risk that subsequent to the execution of this Agreement, Plaintiff will discover facts in addition to, or different from, those she now knows or believes to be true, or that Plaintiff will incur or suffer damages, injuries, or loss which are in some way related to the matters released but which are unknown or unanticipated at the time that this Agreement is executed. Plaintiff understands and assumes this risk, and it is agreed and understood that the releases being provided by Settlement Class Members SHALL APPLY TO ALL UNKNOWN AND UNANTICIPATED CLAIMS, AS WELL AS THOSE KNOWN AND ANTICIPATED. Anova and Settlement Class Counsel expressly acknowledge that they are familiar with and waive the protections of section 1542 of the California Civil Code, which provides

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES**

NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 4.3 All Settlement Class Members and other Releasing Persons shall be bound by the releases set forth in this Section 4 whether or not they ultimately cash, negotiate or deposit any check mailed for their Pro Rata Cash Payment or otherwise receive the funds of any Pro Rata Cash Payment.
- 4.4 Subject to the provisions of this Section 4, nothing in this Release shall preclude any filing in this Action seeking to have the Court enforce the terms of this Agreement, including participation in any of the processes detailed therein.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Settlement Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit C**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiff and Anova stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Anova reserves the right to contest class certification for all other purposes. Plaintiff and Anova further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class. Anova reserves the right to contest the appointment of the Settlement Class Representative for any purpose other than settlement.
- 5.4 Final Approval. Settlement Class Counsel shall submit the motion for final approval to the Court and shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred fifty (150) days after the entry of the Preliminary Approval Order.

6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice of the Settlement will be provided by email (in a manner to appropriately protect the confidential nature of the data at issue, if necessary), to the same list of approximately 6,644 addresses that are in Anova's possession. If no email address is in Anova's possession, notice shall be provided by the best means practicable, including but not limited to U.S. mail and notice by publication.
- 6.4 Settlement Class List. Within ten (10) days after the issuance of the Preliminary Approval Order, Anova will provide to the Settlement Administrator a list of the names and contact information of the 6,644 Potential Settlement Class Members that it has in its possession, custody, or control. Everyone on the Settlement Class List will be provided with a unique identifier that they may use in the course of electing whether to receive a digital or physical check.
- 6.5 Confidentiality. Any information relating to Potential Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Potential Settlement Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Settlement Class Members have been made; and shall not be used for any other purpose. Moreover, because the Settlement Class List and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Settlement Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Settlement Class Counsel and Anova's Counsel, and will ensure that any information provided to it by Potential Settlement Class Members, Settlement Class Counsel, Anova, or Anova's Counsel, will be secure and used solely for the purpose of effecting this Settlement.
- 6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent any persons not within the Settlement Class from obtaining any Settlement Benefits to which they are not entitled.

- 6.7 Settlement Website. Prior to any dissemination of the Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding relevant documents, including, but not limited to, the Long Form Notice, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Potential Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests for Exclusion electronically through the Settlement Website.
- 6.8 Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Potential Settlement Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Potential Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked on or before the end of the Opt-Out Period. In the event a Potential Settlement Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and must identify the case name "*Margaret McClure v. Anova Applied Electronics, Inc.*"; state the name, address, telephone number and unique identifier of the Potential Settlement Class Member seeking exclusion; identify any lawyer representing the Potential Settlement Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Margaret McClure v. Anova Applied Electronics, Inc.*'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.
- 6.9 Objections. The Notice shall explain that the procedure for Settlement Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator no later than sixty (60) days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final Judgment should

not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. All written objections and supporting papers must clearly (a) state the Settlement Class Member's full name, current mailing address, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Notice, copy of the receipt of their credit card purchase on Anova's website during the Settlement Class Period); (c) identify the specific factual and legal grounds for the objection; and (d) identify all counsel representing the Settlement Class Member, if any. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Alternatively, a Settlement Class Member may appear at the Final Approval Hearing and make any objection orally.

7. SETTLEMENT ADMINISTRATION

7.1 Settlement Administrator's Duties.

- (a) Cost Effective Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing payments in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Settlement Class Counsel and Anova's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Settlement Class Counsel and Anova's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:
 - (i) Receive Requests for Exclusion from Potential Settlement Class Members and provide Settlement Class Counsel and Anova's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Potential Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Anova's Counsel;

- (ii) Provide weekly reports to Settlement Class Counsel and Anova's Counsel that include, without limitation, reports regarding the number of notices successfully delivered and/or returned as undeliverable, the number of visits to the Settlement Website, the number of requests for exclusion and/or objections received, and the amount of expenses incurred by the administrator as of the date of the report;
- (iii) Cooperate with any audit by Settlement Class Counsel or Anova's Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate the work of the Administrator for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.2 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

8. SERVICE AWARDS

- 8.1 Settlement Class Representative and Settlement Class Counsel may seek Service Awards to the Settlement Class Representative of up to \$10,000 (Ten Thousand Dollars) per Settlement Class Representative. Settlement Class Counsel may file a motion seeking Service Awards for the Settlement Class Representative on or before fourteen (14) days before the Objection Deadline.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Settlement Class Representative from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, at the same time as the distribution of funds to Settlement Class Members, as provided for in Section 3.7, *supra*.
- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.
- 8.4 The Parties did not discuss or agree upon the maximum amount of Service Awards for which Settlement Class Representative can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 9.1 Class Counsel may file a motion seeking an award of attorneys' fees of up to 35% (thirty-five percent) of the Settlement Fund (i.e., \$175,000), and, additionally, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), not

to exceed \$15,000, no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Settlement Class Counsel in the amount approved by the Court, from the Settlement Fund, at the same time as the distribution of funds to Settlement Class Members, as provided for in Section 3.5, *supra*. Other than making available the Settlement Fund pursuant to the requirements of Section 3.1, neither Defendant nor the Released Parties shall have any responsibility for, or liability whatsoever with respect to, any payment of attorneys' fees or expenses to Settlement Class Counsel, which Settlement Class Counsel and Settlement Class Representative shall seek to have paid only from the Settlement Fund.

- 9.2 Unless otherwise ordered by the Court, Settlement Class Counsel shall have the sole and absolute discretion and obligation to allocate any approved Fee Award and Costs amongst themselves. It is a condition of this Settlement that Defendant and the Released Parties shall not be liable to anyone else for any attorneys' fees or expenses, or any claim by any other counsel or Settlement Class Member for additional attorneys' fees, incentive or service awards, costs or expenses, relating in any way to the Action, the Settlement, the Settlement's administration and implementation, any appeals of orders or judgments relating to the Settlement, any objections or challenges to the Settlement, and/or any proceedings on behalf of Settlement Class Members who do not exclude themselves from the Settlement Class based on any of the claims or allegations forming the basis of the Action or any other claims that are defined as Released Claims in this Settlement. If any other or additional attorneys' fees, costs, incentive or service awards, or expenses to be paid by Defendant or the Released Parties separate from the Settlement Fund are awarded to anyone, including but not limited to any parties other than the Settlement Class Representative or Settlement Class Counsel, Defendant at its sole option may terminate this Agreement as set forth in Section 10.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Settlement Class Counsel's Fee Award and Costs or Service Awards. The Parties did not discuss or agree upon the Fee Award and Costs until after the substantive terms of the Settlement had been agreed upon. Defendant retains the right to oppose any petition by Settlement Class Counsel for a Fee Award and Costs that Defendant deems to be unreasonable in nature or amount or otherwise objectionable.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- 10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:
- (a) The Court enters the Final Approval Order; and
 - (b) The Final Approval Order have has become final and non-appealable because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review

has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

- 10.2 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party, in its sole discretion, to be exercised within fourteen (14) days after such modification, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.
- 10.3 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 10.4 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
- 10.5 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiff, and Settlement Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of Notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys’ fees and costs.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

- 11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- (a) shall not be offered or received against Anova as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Anova with respect to the truth of any fact alleged by any Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Anova;
- (b) shall not be offered or received against Anova as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Anova;
- (c) shall not be offered or received against Anova as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Anova, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against Anova as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Settlement Class Representative or any Class Member that any of their claims are without merit, or that any defenses asserted by Anova have any merit.

12. REPRESENTATIONS

- 12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.
- 12.2 Settlement Class Counsel represents that: (i) it has not been retained for any claims against Anova or known affiliates of Anova, aside from those described in this Agreement, and (ii) it has not solicited clients for claims outside the Settlement Class Period.
- 12.3 Plaintiff represents and warrants that she: (a) has entered into and executed this Agreement voluntarily and without duress or undue influence, and with and upon the advice of counsel, selected by her; (b) has agreed to serve as representatives of

the Settlement Class; (c) is willing, able, and ready to perform all of the duties and obligations of a representative of the Settlement Class; (d) has read the complaint filed in the Action, or has had the contents of such pleadings described to them by Settlement Class Counsel; (e) is familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (f) has been kept apprised of the progress of the Action and the settlement negotiations between the Parties, and has either read this Agreement (including the exhibits annexed hereto) or has received a detailed description of it from Class Counsel and has have agreed to its terms; (g) has consulted with Class Counsel about the Action, this Agreement and the duties and obligations imposed on a representative of the Settlement Class; (h) has authorized Class Counsel to execute this Agreement on her behalf; and (i) will remain and serve as the representatives of the Settlement Class until the terms of the Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that they can no longer serve in a representative capacity on behalf of the Settlement Class.

13. NOTICE

- 13.1 All notices to Settlement Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

EMERY REDDY, PC

M. Anderson Berry (SBN 262879)
Gregory Haroutunian (SBN 330263)
Brandon P. Jack (SBN 325584)
600 Stewart St., Suite 1100 Seattle, WA 98101
anderson@emeryreddy.com
gregory@emeryreddy.com
brandon@emeryreddy.com

WUCETICH & KOROVILAS LLP

Jason M. Wucetich
Dimitrios V. Korovilas
222 N. Pacific Coast Hwy., Suite 2000
El Segundo, CA 90245
jason@wukolaw.com
dimitri@wukolaw.com

Attorneys for Plaintiff and Putative Class

- 13.2 All notices to Anova or Anova's Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

Kimberly M. Ingram-Hogan
**BRADLEY ARANT BOULT
CUMMINGS LLP**
1221 Broadway, Suite 2400
Nashville, Tennessee 37203
Phone: (615) 252-3592
Fax: (615) 252-6357
Email: kingram@bradley.com

Attorneys for Defendant

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to the following address:

Anova Culinary Song Beverly Act Litigation
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

14. MISCELLANEOUS PROVISIONS

- 14.1 Representation by Counsel. The Settlement Class Representative and Anova represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.
- 14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative

effort of the Parties and their attorneys that was negotiated on an arm's-length basis between Parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the Party who caused the uncertainty to exist.

- 14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.12 Resolution of Disputes. The Parties agree to submit any disputes related to the Settlement Agreement to the Honorable David E. Jones (Ret.) of Resolute Systems, LLC in the first instance.
- 14.13 Interpretation.
- (a) Definitions apply to the singular and plural forms of each term defined.
 - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

- (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”
- 14.14 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations with the assistance of an experienced mediator.
- 14.15 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 14.16 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 14.17 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 14.18 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 14.19 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.
- 14.20 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 14.21 Deadlines. If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All references to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 14.22 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives:

<p>Dated: <u>Jan-22-2026 12:05 PST</u></p> <p>For Defendant Anova, Inc.</p> <p>DocuSigned by: <i>Joseph Hunkle</i> 9B5FF5C08258498...</p> <hr/> <p>Signed by: <i>Diane Burke</i> 6385A5E9538A41D...</p>	<p>Dated: <u>January 23, 2026</u></p> <p>For Plaintiff and Settlement Class Members</p> <p><i>[Signature]</i> /s/ M. Anderson Berry EMERY REDDY PC</p> <p><i>[Signature]</i> /s/ Jason M. Wucetich WUCETICH & KOROVILAS LLP</p> <p><i>[Signature]</i> /s/ William Edelman MILBERG, PLLC</p>
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Settlement Class Representative:

Dated: 01 / 23 / 2026

[Signature]

Margaret McClure

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives:

<p>Dated: <u>Jan-22-2026 12:05 PST</u></p> <p>For Defendant Anova, Inc.</p> <p>DocuSigned by: <u>Janet Holtz</u> 9B5FF5C09250486...</p> <p>Signed by: <u>Diane Burke</u> D3B5A5E9636A41D...</p>	<p>Dated: <u>January 23, 2026</u></p> <p>For Plaintiff and Settlement Class Members</p> <p>/s/ <u>[Signature]</u> M. Anderson Berry EMERY REDDY PC</p> <p>/s/ _____ Jason M. Wucetich WUCETICH & KOROVILAS LLP</p> <p>/s/ <u>[Signature]</u> William Edelman MILBERG, PLLC</p>
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Settlement Class Representative:

Dated: _____

Margaret McClure

EXHIBIT B

EMAIL NOTICE

IF YOU MADE A PURCHASE ON ANOVA CULINARY'S WEBSITE OR MOBILE APPLICATION WITH YOUR CREDIT CARD, YOU COULD BE ELIGIBLE FOR A PAYMENT

*A California Superior Court has authorized this Notice.
This is not a solicitation from a lawyer.*

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o
visitar nuestro sitio web www.XXXXXXXXXX.com*

CLICK HERE TO SUBMIT YOUR PREFERRED METHOD OF PAYMENT

A Settlement has been proposed in a class action lawsuit against Anova Applied Electronics, Inc. d/b/a Anova Culinary ("Anova"), relating to Anova's alleged violations of the Song Beverly Act (the "SBA"). The alleged violations of the SBA occurred between June 12, 2023 and June 12, 2024. Specifically, Plaintiff alleges that consumers were required to provide certain personally identifiable information when making purchases with their credit card on Anova's website <https://anovaculinary.com/> (the "Website") or via Anova's mobile application (the "App") in violation of the SBA. If you are a California resident who made a purchase on Anova's Website or App between June 12, 2023 and June 12, 2024 (the "Settlement Class Period") with your credit card, you are included in this Settlement as a member of the Settlement Class.

Who is Included? If you received this Notice by mail or email, records indicate you are included in this Settlement. The Court decided that Settlement Class Members include all 6,644 unique individuals with a shipping or billing address in California who purchased merchandise with a credit card at Anova's website <https://anovaculinary.com/>, or via Defendant's mobile app during the Settlement Class Period.

What does the Settlement Provide? The Settlement establishes a \$500,000.00 Settlement Fund to be used to pay for payment of a Pro Rata Cash Payment to Settlement Class Members; Administrative Costs; required Taxes; Service Award to the Class Representative; and attorneys' Fee Award and Costs. Also, Anova has agreed to undertake certain business practice commitments. Eligible Settlement Class Members do not need to submit any claim form, proof of loss, or any documentation to receive payment.

Pro Rata Cash Payment: Eligible Settlement Class Members are entitled to receive an automatic cash payment from the Settlement Fund. Each member's payment will be calculated on a pro rata basis, meaning every participating Class Member will receive an equal share of the remaining Settlement Fund after Court-approved deductions.

Residual Funds: The proposed Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Settlement Fund more than 180 days after the distribution of all payments to the Settlement Class Members, amounts of any uncashed digital or physical checks shall be forwarded to the California State Controller's Unclaimed Property Division.

How To Get Benefits: You do not need to submit a claim form or provide any documentation to receive your payment. If you are an eligible Settlement Class Member, you will automatically receive your Pro Rata Cash Payment. You may choose your preferred payment method—by check, PayPal, Venmo, or Zelle—by visiting the Settlement Website at www.website.com and completing your Payment Election by [DATE]. If you do not make a selection, your payment will automatically be issued by check and mailed to the address on record.

Your Other Options: If you do not want to be bound by the Settlement, you must exclude yourself by Month XX, 2026. If you do not exclude yourself, you will release any claims you may have against Anova or related parties related to the allegations in the Action, as more fully described in the Settlement Agreement, available at the settlement website. If you do not exclude yourself, you may object to the Settlement in writing by Month XX, 2026, or verbally at the Final Approval Hearing.

The Final Approval Hearing: The Court has scheduled a hearing in this case, *Margaret McClure v. Anova Applied Electronics, Inc. d/b/a Anova Culinary* (Case No.: CGC-24-615351) for Month XX, 2026, to consider: whether to approve the Settlement, Service Award, attorneys' fees and expenses, as well as any objections. You or your attorney may attend either in person or via Zoom, at LINK, Webinar ID: [INSERT]; Password [INSERT] and ask to appear at the hearing, but you are not required to do so.

More Information. Complete information about your rights and options, as well as the Payment Election portal, the Long Form Notice, and the Settlement Agreement are available at [www.\[website\].com](http://www.[website].com), or by calling toll free 1-888-888-8888.

Anova Culinary Song Beverly Act Settlement

c/o Simpluris, Inc.

P.O. Box 25226

Santa Ana, CA 92799

[email]

Toll free telephone number: xxxxxxxxxxxxxxxxx

**DO NOT CONTACT THE JUDGE, THE CLERK OF THE COURT, OR THE COURT
ABOUT THIS SETTLEMENT**

EXHIBIT C

Notice of Anova Culinary Song Beverly Act Class Action Settlement

A California Superior Court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web [www.\[website\].com](http://www.[website].com).

- A Settlement has been proposed in a class action lawsuit against Anova Applied Electronics, Inc. d/b/a Anova Culinary (“Anova”), relating to Anova’s alleged violations of the Song Beverly Act (the “SBA”). The alleged violations of the SBA occurred between June 12, 2023 and June 12, 2024. Specifically, Plaintiff alleges consumers were required to provide certain personally identifiable information when making purchases with their credit card on Anova’s website <https://anovaculinary.com/> (the “Website”) or via Anova’s mobile application (the “App”) in violation of the SBA. If you are a California resident who made a purchase on Anova’s Website or App between June 12, 2023 and June 12, 2024 with your credit card, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Anova has agreed to establish a \$500,000.00 Settlement Fund to: (1) provide automatic *Pro Rata* Cash Payments to all Participating Settlement Members (“*Pro Rata* Cash Payment”); and (2) to distribute any remaining funds to the California State Controller’s Unclaimed Property Division, subject to the Court’s approval. The Settlement Fund will also be used to pay for the costs of settlement administration, a court-approved Service Award for the named Plaintiff, and the Fee Award and Costs. In addition, Anova has agreed to undertake certain business practice commitments that it will implement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
ELECT PAYMENT METHOD DEADLINE: [XXXX XX, 202X]	You do not need to submit a claim form to receive payment. If you are an eligible Settlement Class Member, you will automatically receive payment from the Settlement Fund. You will be given the opportunity to select your preferred payment method (check, PayPal, Venmo, or Zelle) on the Settlement Website [LINK]. If you do not make a selection by [DATE], a check will be mailed to your address on record. By receiving a payment (or by not excluding yourself from the Settlement), you will give up the right to sue Anova and certain related parties in a separate lawsuit about the legal claims that are resolved by this Settlement.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: [XXXX XX, 202X]	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Anova, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: [XXXX XX, 202X]	You may object to the Settlement by writing to the Settlement Administrator and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You may also object to the Settlement by appearing at the Final Approval Hearing either in person or via Zoom, at [LINK]. If you object and the Court approves the Settlement, you may still receive the automatic <i>Pro Rata</i> Cash Payment if the Court approves it, but you will give up the right to sue Anova in a separate lawsuit about the legal claims this Settlement resolves.

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

<p>GO TO THE “FINAL APPROVAL” HEARING</p> <p>DATE: <u>XXXX XX, 202X</u></p>	<p>You may attend the Final Approval Hearing either in person or remotely, where the Court may hear arguments concerning approval of the Settlement. You are <u>not</u> required to attend the Final Approval Hearing.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will still receive the automatic <i>Pro Rata</i> Cash Payment by check mailed to the address on record. However, you will give up your right to sue Defendant and certain related parties for the claims that this Settlement resolves.</p>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Superior Court of California County of San Francisco authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Jeffrey S. Ross of the Superior Court of California County of San Francisco is overseeing this class action. The case is known as *Margaret McClure v. Anova Applied Electronics, Inc. d/b/a Anova Culinary* (Case No.: CGC-24-615351) (the “Action”). The individual who filed this lawsuit is called the “Plaintiff” and the entity she sued, Anova, is called the “Defendant.” The Plaintiff and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

Plaintiff alleges that, between June 12, 2023 to June 12, 2024, consumers were required to provide certain personally identifiable information when making purchases with their credit card on Anova’s Website or App in violation of the SBA. Plaintiff claims that as a result of Anova’s collection of such information that Anova violated the Song Beverly Act. Anova denies these and all other claims made in the Action. By entering into the Settlement, Anova is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together, all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Settlement Class Representative in this case is Plaintiff Margaret McClure.

4. Why is there a Settlement?

The Settlement Class Representative and Anova do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Settlement Class Representative or Anova. Instead, the Settlement Class Representative and Anova have agreed to settle the Action. The Settlement Class Representative and the attorneys for the Class (“Settlement Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Anova.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a member of the Settlement Class:

all 6,644 unique individuals with a shipping or billing address in California who purchased

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merchandise with a credit card at Defendant's website, <https://anovaculinary.com/>, or via Defendant's mobile app, during the Settlement Class Period, as identified on the Settlement Class List.

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member. More specifically, you are a Settlement Class Member, and you are affected by this Settlement.

You may contact the Settlement Administrator if you have any questions as to whether you are a Settlement Class Member.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Anova and its subsidiaries, parent companies, successors, predecessors, and any entity in which Anova, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.\[website\].com](http://www.[website].com), or call the Settlement Administrator's toll-free number at 1-888-888-8888.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What is the total value of the Settlement?

The Settlement provides a \$500,000.00 Settlement Fund and remedial actions to be taken by Anova for the benefit of the Class. Any court-approved attorneys' fees, costs, and expenses, Service Awards to the Class Representative, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Anova's business practice commitments will be paid by Anova in addition to the Settlement Fund.

9. What does the Settlement provide?

As a Class Member, you are eligible to receive the following:

- **Pro Rata Cash Payment:** Settlement Class Members who do not request to be excluded shall receive a *pro rata* cash payment determined in accordance with the Plan of Allocation in Section 3.6 of the Settlement Agreement after amounts sufficient to pay Taxes, Administrative Expenses, Service Awards, and the Fee Award and Costs have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option.

In addition, Anova has agreed to make certain business practice commitments as a result of this Action.

10. What is the Pro Rata Cash Payment?

All eligible Settlement Class Members will automatically receive a cash payment from the Settlement Fund. Each Settlement Class Member's payment will be calculated on a *pro rata* basis, meaning that each person will receive an equal share of the Net Settlement Fund after required taxes, Court-approved attorneys' fees and costs, specified settlement administration expenses, and any Service Award to the named Plaintiff have been deducted.

Settlement Class Members will have the opportunity to select their preferred payment method ("Payment Election") on the Settlement Website. You may choose to receive your payment by physical check or by electronic payment (e.g., PayPal, Venmo, or Zelle). If you do not make a Payment Election by the Payment Election Deadline, your payment will automatically be issued by check and mailed to the address on record.

11. What about Residual Cash Payment?

The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Settlement Fund more than 180 days after the distribution of all payments to the Settlement Class Members, amounts of any uncashed digital or physical checks shall be forwarded to the California State Controller's Unclaimed Property Division.

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

12. How will Settlement Benefits be paid?

The Court will determine the amount of Taxes, Administrative Expenses, Service Awards to the Settlement Class Representative, and the Fee Award and Costs to the Settlement Class Counsel to be paid from the Settlement Fund. Settlement Class Counsel will request, subject to Court approval, an award of attorneys' fees not to exceed thirty-five (35%) of the \$500,000.00 Settlement Fund (*i.e.* \$175,000), together with reasonable litigation costs and expenses. Settlement Class Counsel will also request a Service Award of up to \$10,000 for each named Plaintiff, and payment of settlement administration expenses. The Court may award less than the amounts requested.

These amounts will be deducted from the Settlement Fund before any payments are made to Settlement Class Members. The remainder of the Settlement Fund will be distributed to all eligible Settlement Class Members as automatic *Pro Rata* Cash Payments. All funds remaining in the Net Settlement Fund after the completion of all distributions, including amounts from uncashed checks or failed electronic transfers, shall, if feasible, be forwarded to the California State Controller's Unclaimed Property Division.

All *pro rata* calculations and distributions will be performed by the Settlement Administrator under the supervision of Class Counsel.

13. What are Anova's business practice commitments?

As a result of the Action, Anova agrees to make the following business practices commitments involving changes to its website <https://anovaculinary.com/>, for website users with a geolocation in California for a period of two years from the date of the Preliminary Approval Order:

- Adding a prominent notice on the checkout information step on Anova's website's checkout page and in Anova's privacy policy clarifying that the email and phone number are not for marketing unless the customer opts in and will be used solely for checking the transaction for signs of fraud and to facilitate the transaction (including delivery of items ordered and provision of a receipt);
- Ceasing all storage and use of personal information for any marketing purposes unless a customer checks a separate line item consenting to such use;
- Setting the email and SMS marketing checkboxes on its checkout page to unchecked by default to ensure that no marketing occurs unless the consumer affirmatively opts in to such marketing;
- Ceasing all storage and use of IP addresses in Anova's database used for marketing unless the customer affirmatively opts in to marketing; and
- Adding a consent banner and gating all marketing and analytics pixels behind a checkbox requiring explicit consent from the customer with the default set as off. This banner shall also state that consent is optional and not required to purchase any items.

14. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class as a Participating Settlement Class Member. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Anova and related parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

15. What are the Released Claims?

In exchange for the Settlement, the Settlement Class Representative and Participating Settlement Class Members, and each of Settlement Class Members who do not opt out of the Settlement, will be deemed to have provided Anova and any and all related parties (including, without limitation, (1) Anova Applied Electronics, Inc, d/b/a Anova Culinary, n/k/a Anova Applied Electronics, LLC; (2) each of their respective parents, subsidiaries, sibling entities, administrators, successors, reorganized successors, insurers, and members; and (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of Anova) with a full and final general release of all Released Claims to include any claim, cause of action, demand, right, obligation, or suit (including claims for actual or consequential damages or losses, punitive damages, civil penalties awardable to individuals, costs, and attorneys' fees) of every kind and description that were or could have been asserted in this Action on behalf of any members of the Settlement Class and that reasonably relate to the facts alleged in the operative Complaint, regardless of the legal theory asserted. Upon final court approval of the Settlement, Plaintiffs will dismiss the Litigation against Anova with prejudice.

The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Litigation and that the Settlement Class Representative, and each of her respective heirs, executors, administrators, representatives,

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agents, partners, successors, attorneys, and assigns, does not know or suspect to exist, which, if known by her or might affect her agreement to release Anova; (2) each of their respective parents, subsidiaries, sibling entities, administrators, successors, reorganized successors, insurers, and members; and (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of Anova of any of the foregoing, or the Released Claims, or might affect her decision to agree, object, or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representative and each of her respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. Specifically, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiff expressly shall have and by operation of the Final Approval Order and Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by statutes including, but not limited to: 15 U.S.C. §§ 45 *et seq*; all data privacy, financial information privacy or health information privacy statutes in effect in any states in the United States; any state or federal consumer protection statutes any similar, comparable, or equivalent law of any other state, province, or territory. These statutes and laws generally provide that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settlement Class Representative, and each of her respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The release of any Unknown Claims does not apply to the Settlement Class Members, only to the Settlement Class Representative.

More information is provided in the Class Action Settlement Agreement and Release, which is available at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS

16. How do I make a claim for *Pro Rata* Payment?

You do not need to submit a claim form or provide any documentation to receive payment. You may elect your preferred payment method (“Payment Election”) on the Settlement Website at [\[www.xxxx.com\]](http://www.xxxx.com). You may choose to receive your payment by physical check or by electronic payment (e.g., PayPal, Venmo, or Zelle). If you do not make a digital payment election by the Payment Election Deadline, which is xx xx, 2026, your payment will automatically be issued by check and mailed to the address on record.

17. What happens if my contact information changes after I submit a Payment Election?

If you changed your mailing address or email address since the Settlement Class Period, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-888-888-8888 or by writing to:

Anova Culinary Song Beverly Act Litigation Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

18. When and how will I receive the Settlement Benefits?

The *Pro Rata* Cash Payment will be provided by the Settlement Administrator after the Settlement is approved by the judge and becomes final. You may select your preferred payment method on the Settlement Website to receive your payment via a check or electronically through Zelle, Venmo, or PayPal.

The court approval process may take time. Please be patient and check [www.\[website\].com](http://www.[website].com) for updates.

19. What happens if money remains after all of the Settlement Payments are paid?

None of the money in the \$500,000.00 Settlement Fund will be paid back to Anova. If any money remains in the Settlement 180 days after the distribution of all payments to the Settlement Class Members, amounts of any uncashed digital or physical checks shall be forwarded to the California State Controller’s Unclaimed Property Division.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

Yes, the Court has appointed M. Anderson Berry of Emery Reddy, PC; Jason M. Wucetich of Wucetich & Korovilas LLP; and Will Edelman of Milberg, PLLC, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

21. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of thirty-five percent (35%) of the \$500,000 Settlement Fund (i.e. \$175,000), together with reasonable litigation costs and expenses. They will also ask the Court to approve up to \$10,000 as a Service Award to the Class Representative for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses, and the Service Award, will be made available on the Settlement Website at [www.\[website\].com](http://www.[website].com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at 1-888-888-8888.

EXCLUDING YOURSELF FROM THE SETTLEMENT

22. How do I get out of the Settlement?

If you are a Class Member and want to keep any right you may have to sue or continue to sue Anova on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Margaret McClure v. Anova Applied Electronics, Inc.*; state the name, address, telephone number and unique identifier of the Settlement Class Member seeking exclusion; identify any lawyer representing the Settlement Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Margaret McClure v. Anova Applied Electronics, Inc.*’”

The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked to the address below no later than **xxxx xx, 202X**:

Anova Culinary Song Beverly Act Litigation Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You cannot exclude yourself by telephone or by e-mail.

23. If I exclude myself, can I still get a Settlement Payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement.

24. If I do not exclude myself, can I sue Anova for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Anova and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Anova or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

25. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement may be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must clearly (a) state the Settlement Class Member's full name, current mailing address, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Notice, copy of the receipt of their credit card purchase on Anova's website during the

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
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Settlement Class Period); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any. All written objections must be submitted to the Settlement Administrator. All objections must be filed or postmarked on or before the Objection Deadline. Alternatively, a Settlement Class Member may appear at the Final Approval Hearing and make any objection orally in person or via Zoom, at [LINK]; Password [xx].

26. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

27. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on xxxx xx, 202X at __:00 m. before the Honorable Hon. Jeffrey S. Ross in the Superior Court of California County of San Francisco, Courtroom 613, 400 McAllister St. San Francisco, CA 94102. Remote access to the Final Approval Hearing is available via Zoom, at [LINK]; Password [xx].

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's case information website (see Question 31) to confirm whether the date for the Final Approval Hearing is changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Settlement Class Counsel's application for attorneys' fees, costs and expenses; and the Service Award to the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

28. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

29. May I speak at the Final Approval Hearing?

Yes. You may also choose to attend and speak at the Final Approval Hearing and make an oral objection even if you have not submitted a written objection.

IF YOU DO NOTHING

30. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will still receive your automatic *Pro Rata* Cash Payment but only by physical check mailed to the address on record. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Anova or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

31. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.\[website\].com](http://www.[website].com), or by contacting Class Counsel (see below), or by accessing the Court docket in this case, through the Court's Online Services and Case Information Search website at <https://sf.courts.ca.gov/online-services/case-information>.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at:

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

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DO NOT CONTACT THE JUDGE, THE CLERK OF THE COURT, OR THE COURT ABOUT THIS SETTLEMENT.

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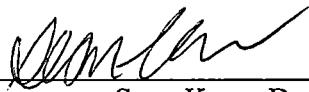
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 28, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 28, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk