

**IN THE CIRCUIT COURT FOR THE 13th JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

JASON CUMOR and SYDNEY DUNN, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

EUROPEAN WAX CENTER, INC.,

Defendant.

DIVISION C

Case No.: 26-CA-002430

CLASS REPRESENTATION

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Jason Cumor and Sydney Dunn (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant European Wax Center, Inc. (“Defendant”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

**A.** On June 30, 2025, Plaintiff Dunn filed a complaint against Defendant alleging violation of the Electronic Communications Privacy Act, 18 U.S.C. 2511(1), *et seq.*, and the California Invasion of Privacy Act, Cal. Pen. Code § 630, *et seq.*, in connection with Defendant’s alleged use of tracking technology on Defendant’s website, waxcenter.com.

**B.** From the outset of the litigation, in accordance with their obligations under Fed. R. Civ. P. 26, the Parties began informal discussions as to the potential for early resolution.

Towards that end, the parties exchanged letters, documents, and other information necessary to engage in early resolution.

**C.** These discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before Marc Isserles, Esq. of JAMS New York, an experienced neutral with decades of relevant experience.

**D.** As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged additional informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

**E.** The mediation took place on February 19, 2026. The Parties engaged in good faith negotiations, which at all times were at arms' length, and were able to come to agreement on a term sheet during the mediation. As part of the agreement in principle reached at the mediation, the Parties agreed to pursue approval of the settlement in state court in light of uncertainties surrounding federal court jurisdiction.

**F.** On March 3, 2026, Plaintiff Cumor, a Florida resident, filed the instant Action in this Court, alleging violations of the Florida Security of Communications Act ("FSCA"), Fla. Stat. § 934.03, and the Electronic Communications Privacy Act ("ECPA"), 18 U.S.C. § 2510 *et seq.*, and the California Invasion of Privacy Act ("CIPA"), Cal. Penal Code §§ 631(a).

**G.** At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that they committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action.

Defendant believes that the claims asserted in the Action lack merit and Defendant would have prevailed at summary judgment and/or trial. Defendant further believes that no class could be certified in this case absent settlement. Nonetheless, taking into account the costs, uncertainty, and risks inherent in any litigation, Defendant has agreed to resolve the Action fully and finally in the manner and upon the terms and conditions set forth in this Agreement, and subject to Court approval. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing, or of the propriety of class certification absent settlement, on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**H.** Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through its respective undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS.**

As used in this Settlement Agreement, the following terms have the meanings specified below:

**1.1** “**Action**” means *Cumor v. European Wax Center, Inc.*, Case No. 26-CA-002430, pending in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

**1.2** “**Approved Claim**” means a Claim Form that is submitted by a Settlement Class Member which: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form, including the IP address from which the Settlement Class Member accessed [www.waxcenter.com](http://www.waxcenter.com) and the date on which the Settlement Class Member accessed [www.waxcenter.com](http://www.waxcenter.com); (c) is signed by the Settlement Class Member, physically or electronically; (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement, and; (e) includes an attestation that, when visiting Defendant’s website, the Class Member did not: (i) have the Google Analytics Opt-out Browser Add-on installed on the browser, (ii) use browser privacy settings to block

cookies, (iii) use browser extensions to prevent collection of browsing information, or (iv) otherwise access on a browser or device that was configured to private. A Settlement Class Member may not receive a payment for more than one Approved Claim.

**1.3 “Cash Payment”** means the option for Settlement Class Members who complete the claims process and submit an Approved Claim to receive cash in the amount of \$10.00 USD, subject to *pro rata* adjustment.

**1.4 “Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means Sarah Westcot, Alec Leslie, and Stephen Beck of Bursor & Fisher, P.A.

**1.7 “Class Period”** means June 30, 2023 through the date of Preliminary Approval of the Settlement Agreement.

**1.8 “Class Representatives”** means the named Plaintiffs in this Action, Jason Cumor and Sydney Dunn.

**1.9 “Court”** means the Circuit Court for the Thirteenth Circuit in and for Hillsborough County, Florida.

**1.10 “Defendant”** means European Wax Center, Inc.

**1.11 “Defendant’s Counsel”** means Joel Griswold and Bonnie DelGobbo of Baker & Hostetler LLP.

**1.12 “Effective Date”** means ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

**1.13 “Fee Award”** means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel.

**1.14 “Final”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; or (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand).

**1.15 “Final Approval Hearing”** means the hearing before the Court where Plaintiffs will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representatives.

**1.16 “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

**1.17 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement.

**1.18 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is issued, which shall be no later than thirty (30) days after Preliminary Approval.

**1.19 “Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award and Final Approval are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

**1.20 “Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.21 “Plaintiffs”** means Jason Cumor and Sydney Dunn.

**1.22 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.23 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

**1.24 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations

(including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Action, the Florida Security of Communications Act (“FSCA”), Fla. Stat. § 934.03, the California Invasion of Privacy Act (“CIPA”), the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. § 2510, breach of fiduciary duty/confidentiality, invasion of privacy, breach of implied contract, unjust enrichment, negligence, or other state, federal, local, statutory, or common law, under contract, or at equity, or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or other pixels, cookies, code, and/or tracking or analytics tools, including all claims relating to such information belonging to any and all Releasing Parties related to or arising from use of [www.waxcenter.com](http://www.waxcenter.com).

**1.25 “Released Parties”** means Defendant, as well as any and all of its respective present or past predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, and each of their respective past or present owners, heirs, executors, estates, administrators, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.26 “Releasing Parties”** means Plaintiff and Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries,

associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.27 “Settlement Administration Expenses”** means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, distributing payments for Approved Claims, completing any necessary tax reporting, and related services.

**1.28 “Settlement Administrator”** means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.29 “Settlement Amount” or “Total Gross Settlement”** shall mean the gross amount of up to five million dollars (\$5,000,000.00 USD), to be distributed on a claims-made basis as provided in this Agreement, that shall represent Defendant’s maximum financial obligation in this matter. This number represents the maximum amount that would be paid by Defendant to resolve the claims if 100% of the Settlement Class file Approved Claims. In no event shall the total amount paid by Defendant exceed five million dollars (\$5,000,000.00 USD). The Settlement Amount shall be used to pay: (i) all Approved Claims; (ii) any Fee Award approved by the Court; (iii) any Service Award approved by the Court; and (iv) all Settlement Administration Expenses approved by the Court.

**1.30 “Settlement Class”** means all U.S. residents who visited [www.waxcenter.com](http://www.waxcenter.com), including, but not limited to, those who booked an appointment on [www.waxcenter.com](http://www.waxcenter.com), from

June 30, 2023 through the date of Preliminary Approval of the Settlement Agreement. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

**1.31 “Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

**1.32 “Service Award”** means an award of up to \$2,500.00 for each of the Class Representatives, subject to Court approval, to be paid out of the Settlement Amount, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. .

**1.33 “Unknown Claims”** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

**2. SETTLEMENT RELIEF.**

**2.1 Payments to Settlement Class Members.**

(a) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive a Cash Payment of \$10.00 USD.

(b) All Cash Payments shall be subject to the Settlement Fund of \$5,000,000. In the event that Approved Claims for Cash Payments exceed the Settlement Fund, all Cash Payments shall each be reduced *pro rata*.

(c) Each Settlement Class Member who submitted an Approved Claim will receive his or her Cash Payment via electronic payment or first class U.S. mail to such Settlement Class Member.

(d) Within fourteen (14) days of the Effective Date, and provided the Settlement Administrator has timely provided Defendant with a W9 to facilitate the payment, Defendant shall deposit, into a Qualified Settlement Fund account established by the Settlement Administrator, an amount sufficient to pay all Court-approved amounts for Approved Claims for Cash Payments, Service Awards, and Settlement Administration Expenses. Within thirty (30)

days after the Effective Date, the Settlement Administrator shall use the funds deposited by Defendant to: (1) make the Court-approved Cash Payments to all Settlement Class Members with Approved Claims, (2) pay any Court-approved Service Award to the Class Representatives, and (3) pay all Court-approved Settlement Administration Expenses, .

(e) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members. Unpaid funds from uncleared checks will revert back to Defendant.

(f) A Settlement Class Member may not receive a payment for more than one Approved Claim Form.

### **3. RELEASE.**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any

jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

#### **4. NOTICE TO THE CLASS.**

**4.1** The Notice Plan shall consist of the following:

**(a)** *Settlement Class List.* No later than fourteen (14) days after Preliminary Approval, Defendant shall produce to the settlement administrator, on a confidential basis, an electronic list from its records that includes the names and last known e-mail addresses of Settlement Class Members, to the extent reasonably available in Defendant's business records. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Plaintiffs and Class Counsel, on behalf of the Class Members, authorize the release of the Class List information to the Settlement Administrator. The Settlement Administrator will use the Class List exclusively for administering this settlement and will not disclose the Class List to Plaintiffs, Class Counsel, or any third party.

**(b)** *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send publication notice via a digital marketing campaign and direct notice via email substantially in the form attached as Exhibit B. In the event transmission of e-mail notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

**(c)** *Reminder Notice.* Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line, the information in Exhibit B, and copies of the Complaint and relevant settlement documents.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time files copies of such papers he or she proposes to be submitted at the Final Approval Hearing (including all information identified in Paragraph 4.3 below) with the Clerk of the Court, or, if the objection is from a Class Member represented by counsel, through the Court's electronic filing system.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to confirm that the objector visited [www.waxcenter.com](http://www.waxcenter.com) from June 30, 2023 through the date of Preliminary Approval; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting

Attorneys”); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) copies of all documents and a list of all witnesses that the objector may seek to present at the Final Approval Hearing.

**4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. All challenges to the Settlement Agreement, the Final Order, or the Final Judgment must be pursuant to appeal.

**4.5** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, his/her signature, the name of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for

exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

**4.6** The Final Approval Hearing shall be no earlier than seventy-five (75) days after the Notice described in Paragraph 4.1(b) is provided.

**4.7** Only Settlement Class Members who timely file a valid Claim Form that the Settlement Administrator determines is an Approved Claim shall be entitled to receive any payment or benefits pursuant to this Agreement. All Class Members who do not validly exclude themselves from the Settlement Class, regardless of whether they timely file a valid Claim Form, will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.8** For the convenience of the Parties and Settlement Class Members, below is a schedule of proposed notice and motion-related deadlines:

<b>EVENT</b>	<b>PROPOSED DEADLINE</b>
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Final Approval, Attorney’s Fees, and Service Awards	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Opposition to Motion for Final Approval	60 Days After Notice Date
Opposition to Motion for Attorneys’ Fees	60 Days After Notice Date
Reply In Support of Motion for Final Approval (if any)	70 Days After Notice Date

EVENT	PROPOSED DEADLINE
Reply In Support of Motion for Attorneys' Fees (if any)	70 Days After Notice Date
Final Approval Hearing	75 Days After Notice Date

**5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and, except as provided in Paragraph 4.1(a), such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel upon request, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the

Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or this Agreement, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form.

**5.4** 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.

**6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

**6.2** Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within ten days (10) of the opt-out deadline if individuals comprising more than two thousand (2,000) Settlement Class Members in total have timely and validly opted out of and/or objected to the Agreement.

**6.3** The Parties agree that the Court’s failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the Service Award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys’ fees, expenses, or Service Awards are

to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

**7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A and B hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**7.2** Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth

in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

**7.3** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

**7.4** After Notice is given, Plaintiff shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency

of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Florida Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.**

**8.1** Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees out of the Settlement Amount in an amount determined by the Court, which shall be inclusive of reasonable litigation costs and expenses. The amount awarded by the Court is known as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs and expenses to no more than one-third of the Total Gross Settlement, or \$1,666,666.67. Provided that Class Counsel limits its request for a Fee Award to

this amount, Defendant shall not oppose or undermine Class Counsel's request for the Fee Award. Should the Court ultimately award less than this amount, the Parties agree that such lower award will not provide a basis for invalidating the settlement.

**8.2** The Fee Award shall be payable within twenty-one (21) days after entry of the Court's Final Judgment, subject to Class Counsel providing a stipulated undertaking and all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Total Gross Settlement.

**8.3** Class Counsel intends to file a motion for Court approval of Service Awards for the Class Representatives, to be paid out of the Settlement Amount, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representatives will seek no more than \$2,500 each as a Service Award. Such awards shall be paid as specified in Paragraph 2.1(d). Should the Court ultimately award less than this amount, the Parties agree that such lower award will not provide a basis for invalidating the settlement.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events and conditions have been met and have occurred and shall be the date ten (10) days after which all of the following events and conditions have been met and have occurred:

- (a) The Parties and Class Counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above and that has the consent of the Parties (“Alternative Judgment”), such Alternative Judgment becomes Final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Plaintiffs and Defendant, through their respective counsel, mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within 30 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

**10.3** The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award or Service Award, the propriety of class certification absent settlement, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

**10.5** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**10.9** Except as otherwise provided herein, each Party shall bear its own costs.

**10.10** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

**10.11** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

**10.12** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.14** All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

**10.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm’s-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Sarah Westcot, Bursor & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131; Joel Griswold, Baker & Hostetler LLP, One North Wacker Drive, Suite 3700, Chicago, IL 60606-2859

**10.18** Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations).

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: Mar 23, 2026

**JASON CUMOR**

By:  \_\_\_\_\_  
Jason Cumor (Mar 23, 2026 15:06:32 EDT)

Jason Cumor, individually and as representative of the Class

Dated: Mar 23, 2026

**SYDNEY DUNN**

By:  \_\_\_\_\_

Sydney Dunn, individually and as representative of the Class

Dated: March 25, 2026

**EUROPEAN WAX CENTER, INC.**

Signed by:  
By: Thomas Kim  
5112391E7212426...

Name: Thomas Kim

Title: Chief Financial Officer

**APPROVED AS TO FORM:**

Dated: March, 23, 2026

**BURSOR & FISHER, P.A.**

By: Sarah N. Westcot  
Sarah Westcot

*Class Counsel*

**EXHIBIT A**



By signing below, I affirm under penalty of perjury that: (1) I am the person whose information appears on this Claim Form; (2) all information on this Claim Form is true and accurate; (3) when visiting [www.waxcenter.com](http://www.waxcenter.com) from June 30, 2023 through [add date of Preliminary Approval], I did not (i) have the Google Analytics Opt-out Browser Add-on installed on the browser, (ii) use browser privacy settings to block cookies, (iii) use browser extensions to prevent collection of browsing information, or (iv) otherwise access on a browser or device that was configured to private; (4) this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

**Please keep a copy of your Claim Form for your records.**

**QUESTIONS?**  
**VISIT [www.\\_\\_\\_\\_\\_.com](http://www._____.com)**  
**OR CALL [INSERT ADMIN NUMBER]**

**EXHIBIT B**

*Jason Cumor and Sydney Dunn v. European Wax Center, Inc.*

**In the Circuit Court for the 13th Judicial Circuit, Hillsborough County, Florida, Case No. xxx**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against European Wax Center, Inc. (“Defendant”). The material allegations of the complaint relate to Defendant’s alleged disclosure of information to third parties via pixels, cookies, code, and/or tracking or analytics tools on Defendant’s website allegedly without permission. Defendant denies that it violated any law, but it has agreed to the Settlement solely to avoid the cost, disruption to its business operations, and uncertainty associated with defending the lawsuit.
- You are a class member if you are a U.S. resident who, from June 30, 2023 through [date of Preliminary Approval], visited [www.waxcenter.com](http://www.waxcenter.com), including, but not limited to, those who booked an appointment on [www.waxcenter.com](http://www.waxcenter.com).
- Settlement Class Members who file a valid Claim Form can receive a cash payment of up to \$10.00. The cash payment may be reduced pro rata (a legal term meaning equal share) depending on the number of valid Claims filed.
- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form by Month Day, 20YY</b>	This is the only way to receive a cash payment. A Claim Form is available at [settlement website]. As a Settlement Class Member, you will give up your right to sue Defendant and Released Parties in the future regarding the legal claims in this lawsuit.
<b>Exclude Yourself by Month Day, 20YY</b>	You will not receive a cash payment, but you will retain any rights you currently have to sue Defendant regarding the legal claims in this lawsuit.
<b>Object by Month Day, 20YY</b>	Write to the Court explaining why you don’t like the Settlement.
<b>Go to the Hearing on Month Day 20YY</b>	Ask to speak in Court about your opinion of the Settlement.
<b>Do Nothing</b>	You will not receive a cash payment, and you will give up your rights to sue Defendant and Released Parties regarding the legal claims in this lawsuit.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

Questions? Visit [settlement website] or call 1-XXX-XXX-XXXX

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable [REDACTED], of the Circuit Court for the 13th Judicial Circuit, Hillsborough County, Florida, is overseeing this lawsuit. The lawsuit is called *Cumor v. European Wax Center, Inc.*, Case No. [REDACTED]. The person who has sued is called the Plaintiff. The entity being sued, European Wax Center, Inc., is called the Defendant.

### 2. What is a class action?

In a class action, one or more people called the class representative (in this case, Plaintiffs, Jason Cumor and Sydney Dunn) sue on behalf of a group or a “class” of people whom the Plaintiffs allege to have similar legal claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

### 3. What is this lawsuit about?

The material allegations of the complaint relate to Defendant’s alleged disclosure of information to third parties via pixels, cookies, code, and/or tracking or analytics tools on Defendant’s website for which Plaintiffs assert claims for violations of the Electronic Communication Privacy Act, 18 U.S.C. § 2511, *et seq.*, Florida Security of Communications Act, Fla. Stat. § 934.03, *et seq.*, California Invasion of Privacy Act, Cal. Penal Code § 631, and invasion of privacy.

At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking into account the costs, distraction to business operations, and uncertainty inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

The Court has not decided who is right. Rather, the parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this lawsuit. Instead, Plaintiffs and Defendant have both agreed to a Settlement. The Plaintiffs and the lawyers for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Settlement Class is defined as: “all U.S. residents who visited [www.waxcenter.com](http://www.waxcenter.com), including, but not limited to, those who booked an appointment on [www.waxcenter.com](http://www.waxcenter.com), from June 30, 2023

through [the date of Preliminary Approval].”

#### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

#### 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 Settlement Class Member, you may go to the Settlement Website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call the Settlement Administrator toll-free at 1-xxx-xxx-xxxx.

### THE SETTLEMENT BENEFITS

#### 8. What does the Settlement provide?

Settlement Class Members who file a valid Claim Form can receive a cash payment of up to \$10.00.

#### 9. How will the amount of the cash payment be determined?

According to the Settlement Agreement, a Settlement Fund of up to \$5 million will be used to pay for the following: (1) Notice and Other Settlement Administration Expenses (2) the Fee Award for attorneys’ fees, costs, and expenses for Class Counsel, as may be approved by the Court; (3) a Service Award to the Class Representative; and (4) up to a \$10.00 cash payment to each Settlement Class Member who submits an Approved Claim. The cash payment may be reduced *pro rata* (a legal term meaning equal share) if the total value of all Approved Claims exceeds the funds available for distribution to Settlement Class Members depending on the number of Approved Claims received.

#### 10. How do I get a payment?

If you are a Settlement Class Member and you want to receive a payment, you **must** complete and submit a Claim Form postmarked or submitted online by **Month Day, 20YY**. Claim Forms can be submitted online at [settlement website], or by printing and mailing a paper Claim Form, copies of which are available for download at [settlement website].

Settlement Class Members are encouraged to submit their claim online.

#### 11. When will I get my payment?

The Court will hold a hearing to consider the fairness of the Settlement. If the Court approves the Settlement, eligible Settlement Class Members whose claims are approved by the Settlement Administrator will receive their payment after the Settlement is finally approved and/or any appeals process is complete.

## REMAINING IN THE SETTLEMENT

### 12. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up (or “release”) your rights to sue Defendant and the Released Parties regarding the Released Claims, which are described and defined in the Settlement Agreement. Unless you exclude yourself, you will release the Released Claims, regardless of whether you submit a Claim Form or not. You may review the Settlement Agreement on the Settlement Website at [settlement website].

The Settlement Agreement describes the Released Claims in necessary legal terminology, so please read this information carefully. If you have any questions you may speak to Class Counsel for free or you may speak to your own lawyer at your own expense.

If you remain in the Settlement Class, you will be bound by all of the Court’s orders and judgments.

### 13. What happens if I do nothing at all?

If you do nothing, you will not receive a cash payment from this Settlement. Also, if you do not exclude yourself, you will be unable to start a lawsuit or be part of any other lawsuit brought against Defendant or Released Parties regarding the Released Claims in this lawsuit.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in the case?

The Court has appointed Sarah Westcot, Alec Leslie, and Stephen Beck of Bursor & Fisher, P.A. to be the lawyers representing the Settlement Class. They are called “Class Counsel.” After conducting an extensive investigation, they believe the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel will ask for no more than \$1,666,666.67, but the Court may award less than this amount.

Class Counsel may also seek a Service Award of up to \$2,500.00 for each of the Class Representatives for their service in helping to bring and settle the case. The Service Award will be paid out of the Settlement Fund, but the Court may award less than this amount.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I get out of the Settlement?

To exclude yourself from the Class, you must mail or otherwise deliver a written request stating that you want to be excluded. Your letter must include:

- Your name;
- Your address;

- Your signature;
- The name and number of the case (*Cumor v. European Wax Center, Inc.*, Case No [ ]); and
- A statement that you wish to be excluded from the Settlement Class for the purposes of this Settlement.

You must mail or deliver your exclusion letter, **postmarked or received by Month Day, 2026**, to:

**[SETTLEMENT ADMINISTRATOR]**

No “mass” or “class” opt-outs are allowed.

### **17. If I don’t exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant and Released Parties for the Released Claims being resolved by this Settlement.

### **18. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you may not submit a Claim Form to receive a cash payment.

## OBJECTING TO THE SETTLEMENT

### **19. How do I object to the Settlement?**

If you are a Settlement Class Member, you may comment upon and/or object to the Settlement Agreement or any of its terms. If you choose to make an objection, you must file with the Court your written objection stating that you object to the Settlement Agreement. Your written objection must include:

- Your name and address;
- Your signature;
- An explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to confirm that the objector visited [www.waxcenter.com](http://www.waxcenter.com) from June 30, 2023 through the date of Preliminary Approval;
- All grounds for your objection, including all citations to legal authority and evidence supporting the objection;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Lawyers”);
- A statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through a lawyer who files an appearance with the Court in compliance with the Local Rules of the Court); and
- Copies of all documents and a list of all witnesses that you may seek to present at the Final Approval Hearing.
- If you or any of the Objecting Lawyers have objected to any class action settlement where the you or the Objecting Lawyers asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. All challenges to the Settlement Agreement, the Final Order, or the Final Judgment must be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

You must file your written objection with the Court no later than **Month Day, 20YY**, at:

Clerk of the Court  
Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida



You must also mail, email, or otherwise deliver a copy of your written objection to Class Counsel and Defendant’s counsel at the following addresses:

Class Counsel	Defendant’s Counsel
Sarah Westcot swestcot@bursor.com BURSOR & FISHER, P.A. 701 Brickell Avenue, Suite 2100 Miami, FL 33131	Joel Griswold jcgriswold@bakerlaw.com BAKER & HOSTETLER LLP One North Wacker Drive, Suite 3700, Chicago, IL 60606

No “mass” or “class” objections will be allowed.

Objections will be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, the Person making the objection files a notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing (including all information identified above) with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court’s E-Filing Portal, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant’s Counsel.

**20. What is the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no right to object or file a Claim Form because the lawsuit no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing at \_\_:\_\_.m. on **Month Day, 20YY**, in Courtroom \_\_ at the \_\_. **The** purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [settlement website] or call 1-XXX-XXX-XXXX to confirm the date and time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

## 22. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend at your own expense. If you send an objection or comment, you do not have to attend the hearing to talk about it. If you file and mail your written objection on time, the Court will consider it. You may also hire your own lawyer (at your own expense) to attend the hearing, but it is not required.

## 23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. If you objected to the Settlement and intend to appear at the Final Approval Hearing (at your own expense and either with or without counsel), you must file notice of an intention to appear with the Clerk of the Court and at the same time file copies of any papers you propose to be submitted at the Final Approval Hearing. Alternatively, if you object and are represented by your own lawyer, you may file your objection and intent to appear at the Final Approval Hearing through the Court's E-Filing Portal, and send copies of your papers by mail or otherwise delivery to Class Counsel and Defendant's Counsel.

### GETTING MORE INFORMATION

## 24. Where do I get more information?

This Notice summarizes the Settlement. More details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [settlement website]., by calling toll-free 1-xxx-xxx-xxx, or by writing to:

**[SETTLEMENT ADMINISTRATOR]**

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S  
CLERK OFFICE REGARDING THIS NOTICE.

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Up to \\$5M European Wax Center Settlement Ends Class Action Lawsuit Over Alleged Pixel Data Tracking](#)

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