

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**In the Circuit Court for the 13th Judicial Circuit, Hillsborough County, Florida**  
***Jason Cumor and Sydney Dunn v. European Wax Center, Inc., Case No. 26-CA-002430***

*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 without permission. The 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 continuing the lawsuit.
- You are a Settlement Class Member if you are a U.S. resident who, from June 30, 2023 through April 2, 2026, 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 June 30, 2026</b>	This is the only way to receive a Cash Payment. A Claim Form is available at <a href="http://www.EWCDigitalSettlement.com">www.EWCDigitalSettlement.com</a> . As a Settlement Class Member, you will give up your right to sue the Defendant and Released Parties in the future regarding the legal claims in this lawsuit.
<b>Exclude Yourself by June 30, 2026</b>	You will not receive a Cash Payment, but you will retain any rights you currently have to sue the Defendant regarding the legal claims in this lawsuit.
<b>Object by June 30, 2026</b>	Write to the Court explaining why you don’t like the Settlement.
<b>Go to the Hearing on July 15, 2026</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 the 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.
- The Court in charge of this case still must decide whether to approve the Settlement.

**Questions? Visit [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949.**

## 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 and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the Action, the Settlement, and your legal rights.

The Honorable Melissa Polo, of the Circuit Court for the 13th Judicial Circuit, Hillsborough County, Florida, is overseeing this Action. The lawsuit is called *Cumor, Dunn v. European Wax Center, Inc.*, Case No. 26-CA-002430. The people who have sued are called the “Plaintiffs.” 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 Representatives” (in this case, Plaintiffs, Jason Cumor and Sydney Dunn) sue on behalf of a group or a “Class” or “Settlement Class” of people whom the Plaintiffs allege to have similar legal claims. In a class action, the court resolves the issues for all “Settlement Class Members,” except for those who exclude themselves from the Settlement Class.

### 3. What is this Action about?

The material allegations of the complaint relate to the Defendant’s alleged disclosure of information to third parties via pixels, cookies, code, and/or tracking or analytics tools on the Defendant’s website. The Plaintiffs claim this violated 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, the 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, the 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 the Settlement Agreement. The Settlement Agreement is a compromise, and the Settlement 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 the 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 Action 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 Action. Instead, the 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 April 2, 2026.”

### 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 Settlement 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 the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call the Settlement Administrator toll-free at (833) 447-6949.

## 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) Service Awards to the Class Representatives; and (4) up to a \$10.00 Cash Payment to each Settlement Class Member who submits an Approved Claim. The Cash Payment will depend on the number of Approved Claims and 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.

### 10. How do I get a Cash Payment?

If you are a Settlement Class Member and you want to receive a Cash Payment, you **must** complete and submit a Claim Form postmarked or submitted online by **June 30, 2026**. Claim Forms can be submitted online at [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com), or by printing and mailing a paper Claim Form, copies of which are available for download at [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com). Settlement Class Members are encouraged to submit their Claims online.

### 11. When will I get my Cash 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 Cash Payment after the Settlement is finally approved and/or any appeals process is complete.

**Questions? Visit [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949.**

## 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 the 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 [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com).

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 the 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 or 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 Service Awards 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 Awards 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 Settlement Class (sometimes called “opting out” of the Settlement), you must mail or otherwise deliver a written request stating that you want to be excluded. Your letter must include:

- Your name and address;
- Your signature;
- The name and number of the case (*Cumor, Dunn v. European Wax Center, Inc.*, Case No 26-CA-002430); and
- A statement that you wish to be excluded from the Settlement Class for the purposes of this Settlement.

**Questions? Visit [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949.**

You must mail or deliver your request for exclusion, postmarked or received by **June 30, 2026**, to:

*Cumor, Dunn v. European Wax Center, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

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 the 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 you visited [www.waxcenter.com](http://www.waxcenter.com) from June 30, 2023 through April 2, 2026;
- 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.

**Questions? Visit [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949.**

You must file your written objection with the Court no later than **June 30, 2026**, at:

Clerk of the Court  
Circuit Court for the 13th Judicial Circuit, in and for Hillsborough County, Florida  
800 E. Twiggs Street  
Tampa, FL 33602

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:

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

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

**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 on **July 15, 2026 at 9:30 a.m. ET**. 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 Service Awards to the Class Representatives. 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 [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949 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 Final Approval 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 Final Approval 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 deliver copies to Class Counsel and Defendant’s Counsel at the addresses in Question 19.

**Questions? Visit [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949.**

## 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 [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com), by calling toll-free (833) 447-6949, or by writing to:

*Cumor, Dunn v. European Wax Center, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

You may also contact the Settlement Administrator to update your address or contact information.

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

**Questions? Visit [www.EWCDigitalSettlement.com](http://www.EWCDigitalSettlement.com) or call (833) 447-6949.**