IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL DISTRICT
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	Case No.: 26-CA-002430 Hon. Melissa M. Polo Division C

OBJECTIONS OF GARCIA, MEI, AND RAMEAS AND NOTICE OF INTENT TO APPEAR

Bryan Gowdy
Creed & Gowdy, P.A.
865 May Street
Jacksonville, FL 32204
(904) 350-0075
bgowdy@appellate-firm.com

Wendy Liu (*pro hac vice* application pending)
Public Citizen Litigation Group
1600 20th Street NW
Washington, DC 20009
(202) 588-1000

Attorneys for Objectors Garcia, Mei, and Rameas

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Rules

Other Authorities

Does Your IP Address Keep Changing? Here's Why, What Is My IP Address, https://whatismyipaddress.com/keeps-changing 7

Federal Judicial Center, *Managing Class Action Litigation: A Pocket Guide for Judges,* (3d ed. 2010), https://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf 9, 11, 13

Joshua J. McIntyre, *Balancing Expectations of Online Privacy: Why Internet Protocol (IP) Addresses Should Be Protected as Personally Identifiable Information*, 60 DePaul L. Rev. 895 (2011) 7

T. C. McNeely, Facebook (May 1, 2026, at 14:09 EDT), https://www.facebook.com/groups/904988953889312/posts/1615961756125358 8

Newberg & Rubenstein on Class Actions § 13:53 (June 2026 update)..... 9, 11

Benjamin Shantz, Note, *Determining Ownership and Control of IPv4 Addresses*, 94 Wash. U. L. Rev. 739 (2017) 7

Alicia Shelton, *A Reasonable Expectation of Privacy Online: "Do Not Track" Legislation*, 45 U. Balt. L.F. 35 (2014) 7

u/lilweber, Reddit (r/ClassActionSettlement), *European Wax Center: Cumor, Dunn v. European Wax Center, Inc.*, https://www.reddit.com/r/ClassActionSettlement/comments/1syi69w/european_wax_center_cumor_dunn_v_european_wax/ 8

U.S. District Court, Northern District of California, *Procedural Guidance for Class Action Settlements* (Sept. 5, 2024), https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements 12

IDENTITY OF OBJECTORS AND INTENT TO APPEAR

This objection is filed on behalf of Katherine Garcia, Jane Mei, and Peyton Rameas, members of the settlement class as defined in this Court's April 2, 2026, Order preliminarily approving the class settlement. The Declaration of Wendy Liu and statements attached at Exhibit 1 to the Liu Declaration contain the information that the Order requires class members to provide when objecting to the settlement. *See* Order ¶ 20, Doc. 11.

Objectors Garcia, Mei, and Rameas intend to appear at the final approval hearing through counsel and present argument in support of their objection.

INTRODUCTION

In this class action, plaintiffs allege that Defendant European Wax Center, a provider of waxing services, eavesdropped on its customers in violation of federal and state privacy laws. But before this case was ever filed, Plaintiff Sydney Dunn filed essentially the same case in federal court in California and reached a settlement in principle with European Wax Center. Instead of seeking the federal court's approval of the class action settlement, however, Ms. Dunn dismissed her case and filed this one, alleging the same misconduct against European Wax Center but adding a Florida resident Jason Cumor as a plaintiff and a Florida claim. Shortly after filing the complaint, plaintiffs announced the proposed class action settlement.

This Court may approve a class action settlement only if it is fair, adequate, and reasonable. In reviewing a proposed settlement, the trial court must act as a fiduciary of absent class members, and it must ensure that the settlement is not a collusive agreement that advances the interests of the settling parties (class counsel, class representatives, and the defendant) at the expense of absent class members. Here, though, the proposed settlement has multiple indicia of unfairness and collusion: To receive payment, a class member must submit a claim form with the IP address that

was used, months or years ago, when the class member booked an appointment on European Wax Center's website. That information is practically impossible for class members to provide, and requiring it will ensure a minimal recovery for the class. In addition, unpaid settlement funds will revert to European Wax Center. The reversion provision renders illusory the $5 million class recovery that the settling parties assert the proposed settlement will provide. Finally, the proposed settlement includes a "clear sailing" provision under which European Wax Center agreed not to object to Class Counsel's attorney fee request. Particularly in combination with the features just described, this provision suggests that Class Counsel may have sold out the class in exchange for a generous fee.

Taken together, the unreasonably burdensome claims process, reversion clause, and clear-sailing provision show that this proposed settlement is not fair, adequate, and reasonable. This Court should reject the proposed class action settlement.

BACKGROUND

The Federal Lawsuit and This Lawsuit

On June 30, 2025, Plaintiff Dunn filed a class action complaint in U.S. District Court for the Northern District of California, alleging on behalf of herself and all U.S. residents who accessed European Wax Center's website that European Wax Center's unlawful interception of and eavesdropping on customer communications violated the Electronic Communications Privacy Act, California's Invasion of Privacy Act, and the California Constitution. *See Dunn v. European Wax Center*, No. 25-cv-5494 (N.D. Cal. June 30, 2025), ECF 1 (hereafter, *Dunn*). European Wax Center moved to transfer the case to federal court in Texas, *id*., ECF 14, and separately moved to dismiss the case, *id*., ECF 15.

On February 19, 2026, the parties reached a settlement in principle. *See* Westcot Decl., Ex. 1 (Settlement Agreement (SA)) ¶ E, Doc. 10. Rather than moving for preliminary approval of their settlement, however, Ms. Dunn voluntarily dismissed the case one week later. *See Dunn*, ECF 21.

A few days later, Ms. Dunn filed the instant class action, making the same allegations "on behalf of all U.S. residents who accessed and navigated www.waxcenter.com … and whose electronic communications were intercepted or recorded by third parties." Compl. ¶ 1, Doc. 4. The complaint here is substantially the same as the one filed in the Northern District of California, except it adds Florida resident Mr. Cumor as a plaintiff and adds a claim under the Florida Security of Communications Act. Less than three weeks after this case was filed, before any responsive pleading, motions practice, or discovery, the parties filed a proposed class action settlement. *See* Mot. Prelim. Approval, Doc. 9. The proposed settlement agreement states that "[a]s part of the agreement in principle reached at the mediation [of the California federal case], the Parties agreed to pursue approval of the settlement in state court in light of uncertainties surrounding federal court jurisdiction." SA ¶ E.

The Proposed Settlement

The proposed settlement agreement defines the class to include "[a]ll U.S. residents who visited www.waxcenter.com, including, but not limited to, those who booked an appointment on www.waxcenter.com, from June 30, 2023 through the date of Preliminary Approval of the Settlement Agreement." *Id.* ¶ 1.30. In exchange for the class members' broad release of all claims against it, European Wax Center would pay up to $5 million for "valid and timely approved" claims by class members, attorney's fees and costs, administration expenses, and incentive awards to the two class representatives. Mot. Final Approval 1, Doc. 17; *see* SA ¶¶ 1.29, 8.3.

Under the proposed settlement, a class member will be compensated only if they submit a claim form and their claim is approved by the Settlement Administrator. The claim form requires the class member to attest, under penalty of perjury, (1) the "IP Address used to access www.waxcenter.com during the Class Period" (June 30, 2023 through April 2, 2026), (2) the dates on which the class members accessed that website during the Class Period, and (3) that the class member did not have certain "add-on[s]," "browser extensions," or "browser privacy settings" enabled on their device. SA., Ex. A (Claim Form); *id.* ¶ 1.2. If a class member timely submits a claim form with all the required information and the claim is approved, the class member will be compensated, at most, $10. *Id.* ¶ 2.1(a).

European Wax Center's "maximum financial obligation" in this settlement is $5 million. That amount will cover any approved claims, attorney's fees and expenses, incentive awards to the class representatives, and settlement administration expenses. *Id.* ¶ 1.29. The settling parties determined that this amount would be the "maximum that would be paid by Defendant to resolve the claims if 100% of the Settlement Class file Approved Claims." *Id.* If the "Approved Claims for Cash Payments exceed the Settlement Fund," all payments to class members "shall each be reduced *pro rata*." *Id.* ¶ 2.1(b). If a class member with an approved claim does not cash the $10 check within 180 days, that money "will revert back to Defendant." *Id.* ¶ 2.1(e).

In addition, European Wax Center agreed not to oppose Class Counsel's request for attorneys' fees and costs, if that request did not exceed $1.67 million (one-third of $5 million). *Id.* ¶ 8.1. The settlement also provides that the two plaintiffs would seek incentive awards of "no more than $2,500." *Id.* ¶ 8.3.

Motions for Approval of the Class Settlement

On April 1, 2026, Plaintiffs Cumor and Dunn filed an unopposed motion for preliminary approval of the class action settlement. The Court granted preliminary approval on April 2, 2026. Order, Doc. 11. The Settlement Administrator then provided notice to class members, sending e-mails to approximately 4 million class members, establishing a website, and using digital media to advertise the settlement. *See* Passarella Decl. ¶¶ 8–14, Doc. 19.

On June 16, 2026, Mr. Cumor and Ms. Dunn moved for final approval of the proposed settlement and certification of a settlement class. They also requested $1.67 million in attorney's fees and costs. Mot. Final Approval 8. And they requested incentive awards in the amount of $2,500 for each plaintiff. *Id.* at 10. European Wax Center did not oppose the motion.

STANDARD

"To approve a class action settlement, the trial court must find that the agreement was fair, reasonable, and adequate." *Griffith v. Quality Distrib., Inc.*, 307 So. 3d 791, 796 (Fla. 2d DCA 2018) (quoting *Grosso v. Fid. Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173 (Fla. 3d DCA 2008)); *see* Fla. R. Civ. P. 1.220(e) (providing that class settlement requires "approval of the court"). "Because the certification of a class and settlement of the class representative's claims will ultimately bind absentee class members, there are constitutional due process implications which must be satisfied." *Grosso*, 983 So. 2d at 1170 (citing *Matsushita Elec. Indus. Co. v. Epstein,* 516 U.S. 367, 377–78 (1996)).

Importantly, in determining the fairness of a class action settlement, the trial court "acts 'as a fiduciary for the class' … to protect the nonparty class members from unjust or unfair settlements

affecting their rights." *Ponzio v. Pinon*, 87 F.4th 487, 494 (11th Cir. 2023) (citations omitted).[1] Courts must "exercise 'careful scrutiny' in order to 'guard against settlements that may benefit the class representatives or their attorneys at the expense of absent class members.'" *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1265 (11th Cir. 2021) (citations omitted); *see In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (stating that the settlement must not be "the product of collusion among the negotiating parties" (citation omitted)). Further, "[w]here the parties, as here, seek certification of the class and approval of their settlement simultaneously, the trial court is required to apply heightened scrutiny and to take a more active role as a guardian of the interests of the absent class members." *Griffith*, 307 So. 3d at 796 (quoting *Grosso*, 983 So. 2d at 1170).

ARGUMENT

A complex claims process, reversion clause, and clear-sailing provision are three "hallmarks of a potentially collusive settlement giving short shrift to the class." *Briseño v. Henderson*, 998 F.3d 1014, 1025 (9th Cir. 2021); *see Allen v. Bedolla*, 787 F.3d 1218, 1224 (9th Cir. 2015) (stating that these are "subtle signs that class counsel have allowed pursuit of their own self-interests … to infect the negotiations" (quoting *Bluetooth*, 654 F.3d at 947)). With all three present here, the proposed settlement is not fair, reasonable, and adequate.

I. The settlement is not fair, reasonable, and adequate because the claims process includes a requirement that is practically impossible for class members to meet.

Under the proposed settlement, a class member may receive up to $10, but only if they submit a claim form that requires them to provide, under penalty of perjury, the Internet Protocol

[1] *See also Toledo v. Hillsborough Cnty. Hosp. Auth.*, 747 So. 2d 958, 960 n.1 (Fla. 2d DCA 1999) ("Since Florida Rule of Civil Procedure 1.220, which governs class certification, is based on Federal Rule of Civil Procedure 23, federal cases are persuasive authority for interpretation of rule 1.220."); *Grosso*, 983 So. 2d at 1170 n.1 (similar).

(IP) address that they used when accessing European Wax Center's website during the period from June 30, 2023, through April 2, 2026. SA ¶ 1.2; *see* Claim Form 2. Because class members cannot reasonably be expected to have this information, few will receive any value in exchange for releasing their claims. This settlement thus will result in minimal compensation to the class.

An IP address "is a string of four numbers, each ranging from 0 to 255,"[2] that is "assigned by the Internet Service Provider (ISP), such as Comcast or Verizon, which provides its customer with access to the internet."[3] An IP address can vary depending on the provider, the provider's contract with the customer,[4] the device used to access the internet,[5] and the customer's location.[6] Thus, the IP address of a customer who accesses the internet will depend on whether they access a website from home or at a coffee shop, whether they use their home router or a public WiFi network, and whether they use their laptop or cellphone. The IP address will also change if they move or switch internet providers.[7] Sometimes, "a customer's IP address can change each time he

---

[2] Joshua J. McIntyre, *Balancing Expectations of Online Privacy: Why Internet Protocol (IP) Addresses Should Be Protected as Personally Identifiable Information*, 60 DePaul L. Rev. 895, 899–900 (2011).

[3] Alicia Shelton, *A Reasonable Expectation of Privacy Online: "Do Not Track" Legislation*, 45 U. Balt. L.F. 35, 39 n.30 (2014).

[4] *See* Shelton, 45 U. Balt. L.F. 35, 40 n.30 (stating that IP addresses are assigned by ISPs "for the term of the contract with them" and that "under specific circumstances the ISP will release and/or renew the IP address," including "[w]hen the service contract ends").

[5] *See* Benjamin Shantz, Note, *Determining Ownership and Control of IPv4 Addresses*, 94 Wash. U.L. Rev. 739, 740 n.6 (2017) (stating that "an IP address may vary depending on the scope of the network or type of device").

[6] *See* Mystica M. Alexander et al., *Health Privacy and (Lack of) Legal Protections in a Technology-Driven Economy*, 19 N.C. J.L. & Tech. 1, 13 n.43 (2017) ("ISPs assign IP addresses based on geographical location and the specificity of that assignment varies with ISP.").

[7] *See Does Your IP Address Keep Changing? Here's Why*, What Is My IP Address, https://whatismyipaddress.com/keeps-changing.

logs on to the internet." *United States v. Christie*, 624 F.3d 558, 563 (3d Cir. 2010); *see Does Your IP Address Keep Changing*, *supra* note 7.

Because of how IP addresses work—and change—requiring class members to identify the IP address used to access European Wax Center's website in July 2023, or even April 2026, is not reasonable. To know their IP address on a historical date, a class member would have needed to have looked up and recorded the IP address at the time that they booked their appointment and then retained that information ever since. There would have been no reason for a class member to do that. Requiring that information on the claim form will inevitably bar the vast majority of class members from participating in the settlement, as class members have noted in online comments,[8] and in objections. *See* Kipnis Objection 2, Doc. 13; Black Objection 1–2, Doc. 14; McMullin Objection 1, Doc. 12.[9]

Notably, requiring a historical IP address (as well as dates that the class member accessed the website and information about browser settings) serves no useful purpose here. The information is not needed to identify the class members, because European Wax Center already has records with "the names and last known e-mail addresses of Settlement Class Members," which European Wax Center used to provide notice to over 4 million class members. SA ¶ 4.1(a); *see* Passarella Decl. ¶ 4. Plaintiffs and Class Counsel do not explain why European Wax Center

---

[8] *See, e.g.*, T C McNeely, Facebook (May 1, 2026, at 14:09 EDT), https://www.facebook.com/groups/904988953889312/posts/1615961756125358 ("I have moved at least twice during the time period. I have no way to find those IP addresses."); u/lilweber, Reddit (r/ClassActionSettlement), *European Wax Center: Cumor, Dunn v. European Wax Center, Inc.*, https://www.reddit.com/r/ClassActionSettlement/comments/1syi69w/european_wax_center_cumor_dunn_v_european_wax/ ("Yup. I quit right there. I have the date I visited the website to book with confirmation email for proof but there's no knowing what IP address I used! I've since moved, got a new phone, etc.").

[9] Although two of these objections were later withdrawn after Class Counsel contacted the objectors, *see* Westcot Decl. ¶ 3, the fact that Class Counsel spoke with the objectors, leading to the withdrawal of the objections, casts suspicion on the basis for withdrawal.

could not send an email to each member on the list requesting information on where to send the payment. And a settlement that would create a claims process that "appears to serve little purpose here (other than minimizing Defendant's payout)" is unfair and unreasonable. *Millan v. Cascade Water Servs., Inc.*, 310 F.R.D. 593, 609 (E.D. Cal. 2015).

Because the settlement compensates class members only if they satisfy requirements that are essentially impossible for the vast majority to meet, the settlement is not reasonable and cannot fairly compensate the class. *See* Fed. Jud. Ctr., *Managing Class Action Litigation: A Pocket Guide for Judges* 30 (3d ed. 2010), https://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (cautioning courts against "claim forms that scare class members away with confusing questions and onerous proof requirements"); *Newberg & Rubenstein on Class Actions* § 13:53 (June 2026 update) (stating that an "unduly demanding" claims process is a warning sign of an unfair settlement).

Moreover, including an impossible requirement on a claim form will discourage claims and result in little payment to class members, further showing that the settlement is not fair and adequate. Generally, "in consumer class actions, … the percentage of class members who file claims is often quite low." *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014); *see In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1351 n.14 (S.D. Fla. 2011) (noting that "'claims made' settlements regularly yield response rates of 10 percent or less" (citation omitted)); *see also Mirfasihi v. Fleet Mortg. Corp.*, 356 F.3d 781, 783 (7th Cir. 2004) (stating that "many people won't bother to do the paperwork necessary to obtain $10, or even a somewhat larger amount"). That rate will be even lower here, with class members deterred by an unreasonable requirement for historical IP addresses for them to get (at most) $10. *See De Leon v. Bank of Am.*, 2012 WL 2568142, at *19 (M.D. Fla. Apr. 20, 2012) ("In view of the meager payment that filing a claim may produce, and the likelihood that the required proof is not readily available to putative

class members, the requirements to file a claim likely will attract few takers."), *report and recommendation adopted*, 2012 WL 2543586 (M.D. Fla. July 2, 2012). Already, the record has confirmed an extremely low claims rate, with only 79,830 claims filed thus far out of a total of approximately 4 million class members—a claims rate of less than 2 percent. *See* Passarella Decl. ¶¶ 14–17. That claims rate might be even lower still, after the Settlement Administrator reviews the claims and decides whether to accept or reject them.

In sum, because this claims-made settlement includes an unnecessary and impossible requirement on the claim form, it will result in minimal compensation to the class. In exchange, class members will broadly release their claims against European Wax Center. That is not a fair, reasonable, and adequate compromise.

II. The settlement is not fair, reasonable, and adequate because unpaid settlement funds will revert to European Wax Center.

Although Plaintiffs value the proposed settlement at $5 million, that figure is a maximum, not a minimum. After payments of approved claims, attorney's fees and costs, administrative expenses, and incentive awards, any remaining amount below the five-million-dollar cap will revert to European Wax Center. *See* SA ¶¶ 1.29, 2.1. In addition, funds that are sent by check "will revert back to" European Wax Center if the check is not cashed within 180 days. *Id.* ¶ 2.1(e). The settlement's reversion provisions, under which remaining settlement funds revert to European Wax Center instead of the class, further show that this settlement is not fair, reasonable, and adequate.

As courts have noted, a reversion clause is a "warning sign" of an unfair settlement. *Mirfasihi*, 356 F.3d at 785. "[R]eversion can benefit both defendants and class counsel, and thus raise the specter of their collusion, by (1) reducing the actual amount defendants are on the hook for, especially if the individual claims are relatively low-value, or the cost of claiming benefits relatively high; and (2) giving counsel an inflated common-fund value against which to base a fee

motion." *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prods. Liab. Litig.*, 895 F.3d 597, 611 (9th Cir. 2018); *see Pearson*, 772 F.3d at 786–87 (stating that "at the very least there should be a strong presumption of … invalidity" for a reversion clause). And here, in light of the onerous requirements of the claim form, the reversion will "reward[]" European Wax Center for the inability of class members to collect their share of the settlement. *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 172 (3d Cir. 2013); *see* Fed. Jud. Ctr., *Managing Class Action Litigation* 20 (stating that "[a] reversion clause creates perverse incentives for a defendant to impose restrictive eligibility conditions"); *Newberg and Rubenstein on Class Actions* § 13:53 ("[C]ourts are especially wary of complex claiming programs coupled with either" (1) a "reversionary fund," which "returns whatever funds are unclaimed by the class to the defendants," or (2) "a claims-made settlement [that] distributes only that amount actually claimed by the class members").

Alternatives to reversion clauses avoid these concerns. For instance, a settlement may distribute the entire settlement fund on a pro rata basis to the class members with approved claims. *See* Fed. Jud. Ctr., *Managing Class Action Litigation* 20. That option was feasible here, where the settlement already requires a pro rata *reduction* to class members if the total amount exceeds $5 million. SA ¶ 2.1(b). A cy pres payment to a non-profit organization whose work would further the interests of the class may also be an option in appropriate cases. *See* Fed. Jud. Ctr., *Managing Class Action Litigation* 20.

Recognizing that a reversion provision is a red flag, the Northern District of California, where the precursor to this case was filed, has expressed skepticism of reversion clauses. That District's guidelines on class action settlements state, "In light of Ninth Circuit case law disfavoring reversions, [a motion for preliminary approval should state] whether and under what circumstances money originally designated for class recovery will revert to any defendant, the

expected and potential amount of any such reversion, and an explanation as to why a reversion is appropriate." *See* U.S. Dist. Ct., N. Dist. of Cal., *Procedural Guidance for Class Action Settlements* (Sept. 5, 2024) ¶¶ 1(6)–(7), https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements. That Plaintiff Dunn and Class Counsel, after negotiating a settlement, dismissed their case in the Northern District of California—where guidelines likely would have precluded approval of this settlement—and refiled it here should give this Court significant pause about the fairness of this class settlement.

Because unpaid settlement funds will revert to European Wax Center, and the claims process is unreasonably burdensome, the reality is that European Wax Center will retain most of the settlement fund. Thus, contrary to Class Counsel's assertion that the $5 million settlement "represents substantial relief for the proposed Settlement Class," Westcot Decl. ¶ 6, European Wax Center will end up paying far less in this settlement. For example, if every claim made so far were complete and approved, European Wax Center would pay $798,300 to class members. The remainder of the $5 million (less attorney's fees, incentive awards, and settlement administration expenses) will revert to European Wax Center.

Thus, in the circumstances of this case, the reversion provisions further show that the proposed settlement is not fair, reasonable, and adequate.

III. The clear-sailing provision is an additional sign that the settlement is not fair, reasonable, and adequate.

Under the settlement, European Wax Center agreed not to contest Class Counsel's request for attorney's fees, if that request did not exceed "one-third of the Total Gross Settlement, or $1,666,666.67." SA ¶ 8.1. This "clear sailing" provision benefits Class Counsel at the expense of the class.

Courts "have repeatedly explained that clear sailing agreements on attorneys' fees are important warning signs of collusion, because the very existence of a clear sailing provision increases the likelihood that class counsel will have bargained away something of value to the class." *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1051 (9th Cir. 2019) (cleaned up); *see In re Samsung Top-Load Washing Mach. Mktg., Sales Pracs., & Prods. Liab. Litig.*, 997 F.3d 1077, 1090 (10th Cir. 2021) (similar); *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 447 (3d Cir. 2016), *as amended* (May 2, 2026) (similar); *Redman v. RadioShack Corp.*, 768 F.3d 622, 637 (7th Cir. 2014) (similar).

In particular, settlements (like this one) with *both* a clear-sailing provision and a reversion clause are not fair. *See* Fed. Jud. Ctr., *Managing Class Action Litigation* 20 ("The addition of a 'clear sailing' agreement … to an agreement with a reversion clause adds decibels to the alarms set off by the reversion clause. Some courts treat the combination as creating a presumption of unfairness."). "It is unlikely that a defendant will gratuitously accede to the plaintiffs' request for a clear sailing clause without obtaining something in return. … That something in return might logically be a reversionary clause, particularly in a case where, as here, the parties expect that only a small fraction of the settlement fund will ever be claimed by class members." *Cunningham v. Suds Pizza, Inc.*, 290 F. Supp. 3d 214, 223–24 (W.D.N.Y. 2017) (internal quotation marks omitted).

Of course, this Court will review the reasonableness of Class Counsel's fee request. The clear-sailing provision, however, is yet another indicium of unfairness and collusion—particularly because Class Counsel based their fee petition here not on the total amount actually recovered by the class but on the illusory five-million-dollar amount that European Wax Center agreed to set aside. *See* Mot. Final Approval 8 (fee request of $1,666,666.67, which is one-third of $5,000,000); *see also* Fed. Jud. Ctr., *Managing Class Action Litigation* 20 (stating that a reversion clause

incentivizes "class counsel and defendants to use the artificially inflated settlement amount as a basis for attorney fees"); *In re Volkswagen*, 895 F.3d at 611–12 (similar).

* * * *

In this case, the settling parties "crammed into their settlement agreement a bevy of questionable provisions that reeks of collusion at the expense of the class members." *Briseño*, 998 F.3d at 1018. While the onerous claim form, the reversion clause, and the clear-sailing provision each raises significant cause for concern, the presence of all three here shows that the settlement is not fair, reasonable, and adequate. Courts have repeatedly rejected proposed class settlements with these features. *See, e.g.*, *Lackawanna Chiropractic P.C. v. Tivity Health Support, LLC*, 2019 WL 7195309, at *6 (W.D.N.Y. Aug. 29, 2019), *report and recommendation adopted*, 2019 WL 7194525 (W.D.N.Y. Dec. 26, 2019); *Machesney v. Lar-Bev of Howell, Inc.*, 2017 WL 2437207, at *13 (E.D. Mich. June 6, 2017); *Millan*, 310 F.R.D. at 614; *Stewart v. USA Tank Sales & Erection Co.*, 2014 WL 836212, at *9 (W.D. Mo. Mar. 4, 2014); *Sylvester v. CIGNA Corp.*, 369 F. Supp. 2d 34, 52–53 (D. Me. 2005). This Court should do the same.

CONCLUSION

The Court should deny final approval of the proposed class action settlement.

Date: June 30, 2026

Respectfully submitted,

s/ *Bryan Gowdy*

Bryan Gowdy
Creed & Gowdy, P.A.
865 May Street
Jacksonville, FL 32204
(904) 350-0075
bgowdy@appellate-firm.com

Wendy Liu (*pro hac vice* application pending)
Public Citizen Litigation Group
1600 20th Street NW
Washington, DC 20009
(202) 588-1000

Attorney for Objectors Garcia, Mei, and Rameas

CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2026, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

I further certify that on June 30, 2026, a copy of the foregoing was served via e-mail to Defendant's counsel, Joel Griswold, Baker & Hostetler LLP, at jcgriswold@bakerlaw.com.

/s/ *Bryan Gowdy*
Bryan Gowdy