

**IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS  
19TH JUDICIAL CIRCUIT**

HOWARD BULGATZ, CASEY MANOS, and  
CALNEN SWINGEN, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

AURA HOME, INC. d/b/a AURA FRAMES,

Defendant.

Case No. 2025LA00000700

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Howard Bulgatz, Casey Manos, and Calnen Swingen (“Class Representatives”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Aura Home, Inc. d/b/a Aura Frames (“Defendant”). The Class Representatives and the Defendant are collectively referred to herein as the “Parties.”

This Agreement is intended by the Parties to fully, finally and forever resolve, release discharge, settle and bar all Released Claims (as defined herein) against Defendant and all Released Parties (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Circuit Court of the 19th Judicial Circuit in Lake County, Illinois in *Bulgatz, et al. v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA00000700.

**RECITALS**

A. This putative class action was filed on August 20, 2025 in the Circuit Court of Lake County, Illinois, 19th Judicial Circuit. The material allegations of the Complaint center on Defendant’s alleged unlawful actions in allegedly possessing, collecting, capturing, storing,

using, and/or otherwise obtaining Plaintiffs' and the putative class's biometric identifiers and biometric information – specifically, facial geometry – without obtaining informed written consent or providing or complying with the requisite data retention and destruction policies in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”).

**B.** Prior to filing the instant Action, the Parties engaged in several months of settlement discussions, which included multiple letters and calls between counsel and a formal settlement meeting between counsel.

**C.** As part of the negotiations, and in order to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the nature and 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 potential class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

**D.** On August 13, 2025, approximately two weeks after the aforementioned settlement meeting between counsel, the Parties reached agreement on the material terms of a class action settlement and executed a term sheet.

**E.** The purpose of this Agreement is to settle and fully resolve the Individual and Class Claims of the Class Representatives and all Settlement Class Members.

**F.** 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. Defendant specifically denies that it is liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and denies that any claim asserted by the Class Representatives is suitable for



class treatment other than for settlement purposes. Defendant maintains that it would prevail in this matter and that class certification is inappropriate and unwarranted; nonetheless, taking into account the uncertainty, risks, costs, and disruption inherent in any litigation—and specifically associated with defending class actions, The parties have 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 (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**G.** Class Representatives believe that the claims asserted in the Action against Defendant has merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Class Representatives and Class Counsel recognize that Defendant has raised factual and legal defenses that present a substantial risk that Class Representatives may not prevail, including but not limited to, Defendant's contention that it never possessed, collected, captured, stored, used, and/or otherwise obtained anything capable of identifying any individual, and, thus, never possessed, collected, captured, stored, used, and/or otherwise obtained any "biometric identifier" or "biometric information" under BIPA in the first place. Class Representatives and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through motion to dismiss briefing, class certification arguments, summary judgment, trial, and any subsequent appeals. Class Representatives 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, Class Representatives 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.

**H.** This Settlement Agreement is contingent upon the approval of class certification for settlement purposes only. Defendant expressly reserves its right to challenge the propriety of class certification for any other purpose, as well as the merits of the claims asserted in this Action, should the Court not approve the Settlement Agreement.

**I.** The Parties agree that should this Settlement Agreement not become final for any reason, nothing from this settlement process, including documents created or obtained from the settlement process and settlement administration, as well as any reports or accounts thereof, shall be admissible evidence in this Action, used in any way contrary to Defendant's interests, Class Representatives' interests, or the Settlement Class's interests, or in any event be construed as, offered as, admitted as, received as, or deemed to be evidence for any purpose adverse to any Party.

**J.** This Settlement Agreement contains all of the agreements between the Class Representatives and Defendant and their respective counsel relating to the settlement of this Action. There are no undisclosed side agreements between the Parties or their counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Class Representatives, the Settlement Class, and each of them, and Defendant, by and through their 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 *Bulgatz, et al. v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA00000700, pending in the Circuit Court of Lake County, Illinois, 19th Judicial Circuit.

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member (defined below) that: (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 and attested to by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, electronically or physically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

**1.3 “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.

**1.4 “Claims Deadline”** means the date by which all Claim Forms submitted by a person within the Settlement Class must be either postmarked or received to be considered timely and shall be set as a date 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.

**1.5 “Class Counsel”** means Philip L. Fraietta and Stephen A. Beck of Bursor & Fisher, P.A.

**1.6** The **“Class Definition”** for the purposes of settlement only is: all users who signed up for an Aura account within the State of Illinois during the Class Period and had facial matching data from their photographs collected by Defendant and who submit a valid and timely claim form.

**1.7 “Class Period”** means the period from July 16, 2019 through the date of Preliminary Approval.

**1.8 “Class Representatives”** means the named Plaintiffs in this Action, Howard Bulgatz, Casey Manos, and Calnen Swingen.

**1.9 “Court”** means the Circuit Court of Lake County, Illinois, 19th Judicial Circuit, the Honorable Joseph V. Salvi presiding, or any judge who shall succeed him as the Judge in this Action.

**1.10 “Defendant”** means Aura Home, Inc. d/b/a Aura Frames.

**1.11 “Defendant’s Counsel”** means O’Hagan Meyer, LLC.

**1.12 “Effective Date”** means the date upon which the Settlement Agreement shall become effective and final. For purposes of this definition, the Settlement Agreement shall become “effective and final” one business day after the Final Approval Order has been entered on the docket, or if a timely objection has been submitted, on the latest of the following dates: (a) the date upon which the time expires for filing or noticing any appeal of the Final Judgment and no timely appeal has been filed; (b) if an appeal is filed, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petition for review and/or certiorari, all proceedings



ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment. If the Court does not approve the Settlement Agreement and/or does not enter a Final Judgment, or if the Final Judgment is reversed on appeal, then there shall be no Effective Date, this Settlement Agreement shall become null and void, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

**1.13 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

**1.14 “Escrow Account”** means the interest-bearing escrow account to be opened, administered, and controlled by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement and in accordance with the provisions of Section 468B of the IRC and Treasury Regulation §1.468B-1, 26 CFR §1.468B-1 et. seq. for a “Qualified Settlement Fund.” The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

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

**1.16 “Final Approval Order” or “Final Judgment”** means the Final Judgment and Court’s Order granting final approval of this Settlement Agreement after the Final Approval Hearing on the terms provided herein or as those terms may be modified by subsequent written agreement of the Parties. Subject to the Court’s approval, the Final Approval Order shall:

- a. Grant final certification of the Settlement Class pursuant to 735 ILCS §5/2-801;
- b. Find the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of the Settlement Agreement;
- c. Dismiss the Class Representatives' and the Settlement Class Members' claims pending against Defendant with prejudice and without costs or fees except as explicitly provided for in the Settlement Agreement;
- d. Approve the Release provided in the Settlement Agreement and order that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
- e. Enter a Final Judgment pursuant to 735 ILCS §5/2-1301 with respect to the foregoing.

**1.17 “Notice”** means the notice of this Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, and substantially in the form of Exhibit B.

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

**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 forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award 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, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, parents, children, guardian, associates, co-owners, 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 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes only, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.22 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes only, and directing Notice of the Settlement Agreement to the Settlement Class substantially in the form of the Notice set forth in this Agreement, which will be submitted to the Court in conjunction with Class Representatives’ motion for preliminary approval of the Agreement.

**1.23 “Released Claims”** means any and all actual, past, present, potential, future, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, judgments, liabilities, rights, causes of action, suits, liens, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, obligations, and/or other legal responsibilities (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

BIPA or other state, federal, local, statutory, or common law, or any other law, ordinance, 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 collection, possession, or retention of biometrics or facial geometry, retention policy for any alleged biometrics or facial geometry, or other information related to facial matching technology by or on behalf of Defendant, including all claims that were brought or could have been brought in the Action.

**1.24 “Released Parties”** means Defendant Aura Home, Inc. d/b/a Aura Frames, as well as any and all of its respective present, past, and future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, divisions, related corporate entities, licensors, licensees, associates, affiliates, or employers, and all of their respective present, past, and future, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, board members, attorneys, accountants, financial and other advisors, underwriters, shareholders, customers, lenders, auditors, investment advisors, trustees, administrators, executors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.25 “Releasing Parties”** means Class Representatives, and all those Settlement Class Members who do not timely opt out of/request to be excluded from the Settlement Class, and all of their respective present or past heirs, spouses, parents, children, guardians, associates, co-owners, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, 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, limited liability companies, partnerships and corporations and any other individual or entity claiming by or through the Class Representatives or Settlement Class Members.

**1.26 “Service Award”** means a separate payment from the Settlement Fund of \$2,500 each for the Class Representatives (Casey Manos, Calnen Swingen, and Howard Bulgatz) or a lesser amount awarded by the Court as a service award payment and for resolution and general release of the Class Representatives’ claims against Defendant in this Action.

**1.27 “Settlement Administration Expenses”** means the Settlement Administrator’s fee, and the expenses incurred by the Settlement Administrator in providing Notice, processing claims, exclusions, and objections, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants). The Settlement Administration Expenses shall be paid from the Settlement Fund.

**1.28 “Settlement Administrator”** means Simpluris or such other reputable administration company that has been selected by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to opening and maintaining the Settlement Fund, overseeing the distribution of Notice to Settlement Class members, communicating with Settlement Class members, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement, and disbursing all approved payments out of the Settlement Fund, and handling the determination, payment, reporting, and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

**1.29 “Settlement Class”** means for the purposes of settlement only: all individuals falling under the Class Definition who submitted a valid and timely claim form excluding (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.

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

**1.31 “Settlement Fund”** means the fund that shall be established by Defendant in the total amount of \$1,897,553 to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any Service Awards to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. Under no circumstances shall Defendant be responsible for any payments, individually or in the aggregate, in excess of the amount of the Settlement Fund.

**1.32 “Settlement Website”** means a website, referenced in Section 4(d) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced herein.



**1.33 “Settlement Payment”** means the payment in an amount up to \$13.28 made to Settlement Class Members with Approved Claims from the Settlement Fund pursuant to the Settlement Agreement. No Settlement Payment to a class member shall exceed \$13.28.

**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) Defendant shall pay into the Escrow Account the amount of the Settlement Fund (\$1,897,553) upon the latest of the following: (a) twenty-one (21) calendar days after the entry of the Preliminary Approval Order and (b) Defendant's receipt of Settlement Administrator instructions and a Form W-9 for the Settlement Administrator. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy all valid and timely claims by Settlement Class Members, the Fee Award, the Service Awards, and Settlement Administrator Expenses in exchange for a comprehensive release and the covenants set forth in this Settlement Agreement, including, without limitation, a full, fair, and complete release by the Releasing Parties of all Released Parties from the Released Claims, and dismissal of the Action with prejudice.

(b) Within ten (10) days of the Effective Date, the Settlement Administrator shall: (1) send the Settlement Payments to Settlement Class Members who did not submit an exclusion request and who submitted a valid and timely Approved Claim Form, including Class Representatives, by first class U.S. Mail in amount not to exceed \$13.28, subject to *pro rata* reduction as described below; (2) pay the Fee Award to Class Counsel, if any, from the Settlement Fund; (3) pay the Service Awards to Class Representatives, if any, from the Settlement Fund; (4) pay the Settlement Administrator's Expenses (providing an invoice for same to Class Counsel and Defendant's Counsel for review and approval prior to issuing such payment) from the Settlement Fund; and (5) provide a report to Counsel for the Parties of all amounts from the Settlement Fund being sent to Settlement Class Members on account of Approved Claims.

(c) Within fourteen (14) days after the Settlement Administrator has sent the payments for items (b)(1) - (4) above, the Settlement Administrator shall pay all funds, if any,



remaining in the Settlement Fund (after payment of items (b)(1) – (4) above), including without limitation all unclaimed funds, to Defendant or its insurers by wire in accordance with wire instructions to be provided to the Settlement Administrator by Defendant’s Counsel. The Parties expressly agree that all funds remaining in the Settlement Fund (after payment of items (b)(1) – (4) above), including without limitation all unclaimed funds, shall not be considered “residual funds” under 735 ILCS 5/2-807(a) and that all such funds shall revert to Defendant by agreement of the Parties, in accordance with 735 ILCS 5/2-807(a).

(d) In the event that any Settlement Payment checks are not cashed/cleared within the 90-day check-cashing deadline, only any funds resulting from those uncashed/uncleared checks shall be paid as a *cy pres* distribution to The Greater Chicago Legal Clinic in accordance with 735 ILCS 5/2-807(b). Under no circumstances shall any funds other than those resulting from such uncashed/uncleared checks be considered “residual funds” under 735 ILCS 5/2-807(a) or be paid as a *cy pres* distribution.

(e) If the Settlement Agreement is not finally approved, the Settlement Fund less any Administrative Expenses accrued to date, shall be returned to Defendant or its insurer(s) within thirty (30) days thereof.

**2.2 Claims Process.** Each Settlement Class Member will be entitled to submit, on or before the Claims Deadline, a court approved Claim Form for approval by the Settlement Administrator as an Approved Claim. Each Settlement Class Member who submits an Approved Claim will receive a Settlement Payment not to exceed \$13.28 paid from the Settlement Fund by paper check, consistent with this section and as determined by the Court.

(a) *Payment by Paper Check.* Each Settlement Class Member may file a Claim Form that will, if timely submitted and valid after it is completed by the Settlement Class Member submitting the Claim Form—and if subsequently reviewed and approved

by the Settlement Administrator, entitle him or her to a payment not to exceed \$13.28 by paper check.

(b) *Payments by Paper Check from Fund.* Payments by paper check for Approved Claims will be paid from the Settlement Fund ten (10) days after the Effective Date. Within fourteen (14) days after the Settlement Administrator has sent the payments for items (b)(1) - (4) in Section 2.1 above, the Settlement Administrator shall pay all funds, if any, remaining in the Settlement Fund (after payment of items (b)(1) – (4) in Section 2.1 above), including without limitation all unclaimed funds, to Defendant or its insurers by wire in accordance with wire instructions to be provided to the Settlement Administrator by Defendant’s Counsel. The Parties agree that all funds remaining in the Settlement Fund (after payment of items (b)(1) – (4) in Section 2.1 above), including without limitation all unclaimed funds, shall not be considered “residual funds” under 735 ILCS 5/2-807(a) and that all such funds shall revert to Defendant by agreement of the Parties, in accordance with 735 ILCS 5/2-807(a).

(c) The Settlement Administrator shall issue all Settlement Payments via check and will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a check issued to a Settlement Class Member is not negotiated within ninety (90) days after the date of issuance, such checks shall be deemed void and only any resulting uncashed/uncleared funds shall be paid as a *cy pres* distribution to The Greater Chicago Legal Clinic in accordance with 735 ILCS 5/2-807(b). Under no circumstances shall any funds other than those resulting from such uncashed/uncleared checks be considered “residual funds” under 735 ILCS 5/2-807(a) or be paid as a *cy pres* distribution. At the conclusion of the 90-day period, the Settlement Administrator shall provide a report of the number of any



settlement checks that are not then cashed/negotiated to Counsel for the Parties. No later than ten (10) days after the 90-day check cashing period, the Settlement Administrator shall provide a final reconciliation report of all disbursed funds, all unclaimed funds, all funds remaining from checks that are not cashed by any Settlement Class Member within 90 days after issuance, and all administrative costs incurred.

(d) *Pro Rata Adjustment.* If the total value of all Approved Claims exceeds the funds available for distribution to Settlement Class Members, then the amounts of the payments by paper check will be reduced *pro rata*.

**2.3 Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity and timeliness. The Settlement Administrator will reject any Claim Form that does not establish a valid claim; does not comply in any material respect with the instructions on the Claim Form, or is submitted after the Claims Deadline.

**2.4 Unclaimed Funds.** Within fourteen (14) days after the Settlement Administrator has sent the payments for items (b)(1) - (4) in Section 2.1 above, the Settlement Administrator shall pay all funds, if any, remaining in the Settlement Fund (after payment of items (b)(1) – (4) in Section 2.1 above), including without limitation all unclaimed funds, to Defendant or its insurers by wire in accordance with wire instructions to be provided to the Settlement Administrator by Defendant’s Counsel. The Parties agree that all funds remaining in the Settlement Fund (after payment of items (b)(1) – (4) in Section 2.1 above), including without limitation all unclaimed funds, shall not be considered “residual funds” under 735 ILCS 5/2-807(a) and that all such funds shall revert to Defendant by agreement of the Parties, in accordance with 735 ILCS 5/2-807(a).

**2.5     Uncleared/Uncashed Checks.** Those Settlement Class Members with Approved Claims whose Settlement Payment checks are not cashed/cleared within ninety (90) days after issuance will be ineligible to receive a Settlement Payment and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. If a check issued to a Settlement Class Member is not negotiated within ninety (90) days after the date of issuance, such checks shall be deemed void and only any resulting uncashed/uncleared funds shall be paid as a *cy pres* distribution to The Greater Chicago Legal Clinic in accordance with 735 ILCS 5/2-807(b). Under no circumstances shall any funds other than those resulting from such uncashed/uncleared checks be considered “residual funds” under 735 ILCS 5/2-807(a) or be paid as a *cy pres* distribution.

**2.6     Taxes.** It is each Class Representative’s and Settlement Class Member’s individual responsibility to make tax payments on these amounts, if applicable. Class Representatives and all other Settlement Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due to any third-parties (for example, governmental entities or other taxing bodies) with respect to any payment received pursuant to the Settlement. It is expressly understood and agreed that no payment or award made pursuant to this Settlement Agreement will be considered “wages,” “compensation,” “earnings,” “salary,” or any similar definition or form of payment. Class Representatives, on behalf of the Settlement Class Members, acknowledge and agree that they have not relied upon any advice from Defendant or Class Counsel as to the taxability of the awards or payments received pursuant to this Settlement. The Settlement Administrator will handle all tax reporting with respect to the payments made pursuant to this Settlement and shall report the payments in accordance with applicable law.

**2.7     Prospective Relief.** Without admitting any liability or prior noncompliance, Defendant represents that as of December 7, 2023, it stopped collecting any facial matching data



from Aura users, including Illinois users. Defendant agrees that it will continue not to collect facial matching data from Illinois Aura users unless it: (a) provides BIPA-compliant notices and obtains BIPA-compliant consents; or (b) BIPA is amended, repealed, invalidated, or otherwise declared unconstitutional.

### **3. RELEASE.**

**3.1** In addition to the effect of the Final Judgment entered in accordance with this Settlement Agreement, upon entry of the Final Approval Order by the Court, and for other valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, relinquished, acquitted, and forever discharged from any and all Released Claims by the Releasing Parties. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims of the Releasing Parties 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. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against the Released Parties. 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.

**3.3** As of the Effective Date, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of the Releasing Parties, Class Representatives, and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement, and the Released Parties may file the Settlement Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them 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.

#### **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 the entry of the Court's Preliminary Approval Order, Defendant shall produce an electronic list from its records that includes the names and email addresses, to the extent available, belonging to Persons within the Settlement Class. This electronic document shall be called the "Class List." The foregoing email address information will be provided to the Settlement Administrator only, confidentially, and will not be provided to Class Counsel. The list provided to the Settlement Administrator by Defendant shall be used only for purposes of this Settlement.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, 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. All email notices shall include a PIN number and Unique ID number linked to the Settlement Class Member receiving such notice, which both must be provided in order to submit a Claim Form electronically. In the event transmission of email 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) *Settlement Website.* No later than the Notice Date, Notice shall be provided on a website at an available URL (such as, for example, [www.afbipasettlement.com](http://www.afbipasettlement.com)) which shall be obtained, administered, and maintained by the Settlement Administrator and shall include the ability of Settlement Class Members to file Claim Forms online. The Parties agree that copies of this agreement, the Notice, Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement, Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Incentive Award, Plaintiffs’ Motion for Final Approval of the Class Action Settlement, and copies of the Court’s Preliminary and Final Approval orders of the Settlement will also be posted to the Settlement Website. The website will also display a toll-free number that Settlement Class Members can call with questions about the settlement or their eligibility to receive a monetary payment. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

(d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

**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 also state that Settlement Class Members who do not submit a timely and valid claim form and/or Request for Exclusion, even if they do not submit a Claim for a Settlement Payment, will be bound by the Settlement Agreement and will release any and all claims against the Released Parties. 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 (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing 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 electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

**4.3** To object to the Settlement Agreement or any terms of it, the person making the objection must be a member of the Settlement Class, must not have requested to be excluded from the Settlement Agreement, and must file a timely written statement of objection with the Court, and mail a copy of that objection with the requisite postmark to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. 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; (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”); and (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); (6) the case name and number; and (7) a statement indicating whether the Settlement Class member has received any payment in exchange for his or her making the objection. If any objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. In addition, any objection must be personally signed by the Settlement Class member. Any objection that does not meet the requirements of this paragraph shall not be considered by the Court, unless otherwise ordered by the Court.

**4.4** Any Settlement Class Member who fails to timely file and serve a written objection at the Final Approval hearing pursuant to this Settlement Agreement shall not be permitted to object to the approval of the Settlement Agreement, shall be deemed to have waived any objections, and shall be foreclosed from seeking any review of the Settlement Agreement or its terms by appeal or other means.

**4.5** 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. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

**4.6** 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, a signature, the name and number 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/requests for exclusion shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. No person shall have any claim against Defendant, Defendant’s Counsel, Class Representatives, Class Counsel, or the Settlement Administrator based on any claim that a request for exclusion was not received in a timely manner. No later than three (3) days after receiving a request for exclusion the Settlement Administrator shall furnish to Class Counsel and Defendant’s Counsel a copy of that request for exclusion.



**4.6** The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) and (d) is provided.

**4.7** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but 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 No Solicitation of Settlement Objections or Exclusions.** The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall either Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class, or appeal from the Court's Final Approval or entry of a final judgment.

**4.9** If the Settlement Agreement receives final Court approval, all Settlement Class Members who have not opted out by the Objection/Exclusion Deadline will be bound by the Settlement Agreement and will be deemed Releasing Parties as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged in the Action.

**4.10** Within three (3) business days after the Objection/Exclusion/Claims Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid claims and exclusions from the Settlement Class and all objections to the Settlement.

## **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 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)** Provide Class Counsel and Defendant's Counsel with drafts of all administration-related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts (if any) in a form approved by Class Counsel and Defendant's Counsel, website postings or language or other communications in a form approved by Class Counsel and Defendant's Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis;

**(b)** Forward to Defendant's Counsel, with copies to Class Counsel, 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;

(c) Receive requests to be excluded from the Settlement Class and other requests and provide to Class Counsel and Defendant's Counsel copies thereof no later than three (3) days after receiving such requests for exclusion or other requests. 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;

(d) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of individuals who are unsuccessfully delivered Notice, 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

(e) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms and other materials 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 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. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for binding determination.

**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.

**5.5** The Settlement Administrator is bound by the terms of this Settlement Agreement. In the event that an issue arises that the Settlement Administrator must resolve that is not specifically addressed in the Settlement Agreement or is ambiguously addressed, the Settlement Administrator shall report to the Parties' Counsel for guidance.

**5.6** All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out.

**5.7** Defendant, the Released Parties, and Defendant's Counsel shall have no liability or responsibility whatsoever with respect to the Settlement aside from the Settlement Fund, and shall not be liable for: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the



administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of the Settlement Fund to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of any income earned by the Settlement Fund or the filing of any federal, state, or local returns.

**5.8** All taxes and tax expenses that may be owed on any income earned by the Settlement Fund shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

**5.9** If this Settlement Agreement is not finally approved or is terminated, or the proposed Settlement Agreement fails to become final and effective for any reason, including without limitation if the Final Judgment is reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return the Settlement Fund to Defendant or its insurers by mail to Defendant's Counsel, less any Settlement Administration Expenses actually incurred to date, within thirty (30) days of the date on which the Settlement fails to become final and effective. In the event of a termination as provided in Paragraph 6.1-6.2 hereof, the Party electing to terminate the Settlement Agreement shall be responsible for any invoices or

other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund to the Settlement Administrator. In the event that a party materially breaches this Settlement Agreement and the non-breaching Party elects to terminate the Agreement pursuant to Paragraph 9.2 herein, the breaching Party shall be responsible for any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund to the Settlement Administrator.

**5.10** The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement.

**5.11** The Settlement Administrator shall notify the Parties that all payments have been made pursuant to this Agreement within five (5) business days of the last such payment.

## **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, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States, including, but not limited to any modification which operates to change the scope of the Settlement Class or to require Defendant to pay any amounts in excess of the Settlement Fund; 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, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States, including, but not limited to any modification which operates to change the scope of the Settlement Class or to require Defendant to pay any amounts in excess of the Settlement Fund.

**6.3** Subject to Paragraphs 9.1-9.3 below, both Parties shall have the right, but not the obligation, in their sole discretion, to terminate this Agreement by providing written notice to the other Party's counsel within seven (7) days if the final count of Settlement Class Members deviates from 142,888 by more than 5%.

**6.3** The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the Service Awards set forth in Section 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** Within fifteen (15) days 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 Representative; 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, B, and C, 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 acknowledges 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, the Parties 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 Class Representatives and all 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 Illinois Code of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, 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) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) hold and include the language set forth in this subparagraph (j) that the Settlement Agreement, the Release and the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Class Representatives and all other Settlement Class Members and Releasing Parties who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement, and holding that the Released Parties may file the Settlement Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them 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;

(j) enter rulings on any properly-filed Objections to the Agreement;

(k) incorporate any other provisions, as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.



**7.5** The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in any other proceedings against any of the Released Parties which challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Claim.

**7.6** The names of all individuals who timely and validly excluded themselves from the Settlement Agreement shall be filed with the Court at the time of the motion for Final Approval of the Settlement, and those individuals' names will also appear in the Final Approval Order.

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

**8.1** Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed 40% of the Settlement Fund, *i.e.*, \$759,021.20. Class Counsel will petition the Court for an award of such attorneys' fees no later than fourteen (14) days prior to the date of the Objection/Exclusion deadline and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys' fees and for reimbursement of costs and expenses. Class Counsel agrees to accept an amount that is less than the above amount if a lesser amount is ordered by the Court.

**8.2** The Class Representatives and Class Counsel understand and agree that any fee payments under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of the Class Representatives and Class Members in the Action. This is a material condition of this Agreement. Class

Representatives and Class Counsel therefore hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees and costs arising from or relating to the individuals and matters identified in the Settlement Agreement. Further, the Class Representatives and Class Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Action.

**8.3** The Fee Award shall be payable within the later of ten (10) days after the Effective Date and the date on which Class Counsel provides all payment routing information and tax I.D. numbers for Class Counsel to the Settlement Administrator. Payment of the Fee Award shall be made by wire transfer to Class Counsel in accordance with wire instructions to be provided to the Settlement Administrator by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms. Class Counsel is responsible for all federal, state, and local tax liabilities that may result from the payment of such attorneys' fees and the Released Parties shall bear no responsibility for such tax liabilities.

**8.4** Notwithstanding any contrary provision of this Agreement, the Court's consideration of any Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement, and any Fee Award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

**8.5** Subject to Court approval, the Class Representatives may be paid Service Awards by the Defendant, in addition to any Settlement Payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. The Class Representatives may request a Service Award of \$2,500 each. Defendant will not



object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Service Awards to the Class Representatives if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as service awards for the Class Representatives and agrees to accept an amount that is less than the above amount if a lesser amount is ordered by the Court. Such Service Awards will be paid from the Settlement Fund (in the form of checks to the Class Representatives that are sent in care of Class Counsel) within ten (10) days after the Effective Date. The Class Representatives acknowledge that the Settlement Administrator must report to the IRS (as well as state and local taxing authorities where applicable) the payment made to them under this provision, and it is their own responsibility to make tax payments on this amount, if applicable. Any modification to the terms or timing or reduction of the proposed Service Award amount shall in no way impact the validity of the settlement of this Action.

**8.6** In addition to the Released Claims, the Class Representatives agree to release and forever discharge all claims raised in the Action and all other claims, obligations, demands, actions, rights, causes of action, and liabilities of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, that were asserted, or that might have been asserted against the Released Parties ("General Release"). In exchange for providing this General Release, Defendant shall pay the Class Representatives the Service Award payments awarded by the Court.

**8.6** In no event will Defendant's liability for payments to Class Members, attorneys' fees, expenses, and costs, including the Fee Award, Administrative Expenses, and/or Service Awards exceed the Settlement Fund. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or

more individual Settlement Class Members or the Settlement Class other than the Fee Award contemplated by this agreement. Defendant will have no responsibility, obligation, or liability for how fees and expenses are allocated among Class Counsel. The Settlement Administrator shall handle all tax reporting with respect to the payments made pursuant to the Settlement and shall report the payments in accordance with applicable law.

**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 occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their 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, as provided in the Illinois Code of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has been entered or, in the event that the Court enters an order and final judgment in a form other than that provided in this Agreement (“Alternative Judgment”) and that has the consent of the Parties (where none of the Parties elects to terminate this Settlement by reason of such variance), such Alternative Judgment has been entered.

**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 6.1-6.2, unless Class Counsel and Defendant’s 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. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award and/or expenses and/or the Service Award shall not be grounds for termination.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 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, and the Settlement Fund shall be returned to Defendant or its insurers but mailed to Defendant's Counsel within thirty (30) days thereof.

## **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 Class Representatives, 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 Class Representatives or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

**10.3** The Parties have relied upon the advice and representation of 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 in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against Defendant or 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 Class Representatives, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid



further expense, inconvenience, and burden, and therefore has determined that this settlement is in Defendant's best interests. Any public statements made by Class Representatives or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

(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 Class Representatives, 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 Class Representatives, 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 Class Representatives' 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.

(f) is inadmissible in evidence in any proceeding, except in an action or proceeding to approve, interpret, or enforce its terms. Notwithstanding the foregoing, 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, the Released Parties may file this Settlement Agreement in any action or proceeding that may be brought against them.

(g) shall be construed as or be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

**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** Class Representatives 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 Class Representatives 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** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and ~~and Parties hereto~~<sup>Carly Mann</sup> to 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~~<sup>ledy</sup> and construed in accordance with the laws of the State of Illinois.

**10.16** If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

**10.17** The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

**10.18** 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.

**10.19** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 50 Main Street, Suite 475, White Plains, NY 10606; Jamie L. Filipovic, O'Hagan Meyer, LLC, 1 E. Wacker Drive, Suite 3400, Chicago, IL 60601.

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

Dated: \_\_\_\_\_

**HOWARD BULGATZ**

By: ~~Howard Bulgatz~~<sup>ledy</sup>  
Howard Bulgatz, individually and as representative  
of the Class



Dated: October 22, 2025

**CASEY MANOS**

By:  Casey Manos  
Casey Manos (Oct 22, 2025 12:18:44 EDT)

Casey Manos, individually and as representative of  
the Class

Dated: October 22, 2025

**CALNEN SWINGEN**

By:  Calnen Swingen  
Calnen Swingen (Oct 22, 2025 14:09:34 EDT)

Calnen Swingen, individually and as representative  
of the Class

Dated: Oct 24, 2025

**AURA HOME, INC. D/B/A AURA FRAMES**

By:  Joshua Auerbach  
Joshua Auerbach (Oct 24, 2025 14:09:44 EDT)


Name: Joshua Auerbach

Title: Chief Operating Officer

**IT IS SO STIPULATED BY COUNSEL:**

Dated: Oct 22, 2025

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

By:  Philip L. Fraietta  
Philip L. Fraietta  
pfraietta@bursor.com  
BURSOR & FISHER, P.A.  
50 Main Street, Suite 475  
White Plains, NY 10606  
Tel: 914.874.0708  
Fax: 914.206.3656

Stephen A. Beck  
sbeck@bursor.com  
BURSOR & FISHER, P.A.  
701 Brickell Avenue, Suite 1420  
Miami, FL 33131  
Tel: 305.330.5512  
Fax: 305.679.9006

*Class Counsel*

Dated: October 28, 2025

**O'HAGAN MEYER LLC**

By: Jamie L. Filipovic  
Jamie L. Filipovic  
jfilipovic@ohaganmeyer.com  
Steven Molitor  
smolitor@ohaganmeyer.com  
O'HAGAN MEYER LLC  
1 E. Wacker Drive, Suite 3400  
Chicago, IL 60601  
Tel: 312.422.6100  
Fax: 312.422.6110

*Attorneys for Defendant*





**Bulgatz v. Aura Home, Inc. d/b/a Aura Frames**

In the Circuit Court of Lake County, Illinois

Case No. 2025LA00000700

**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [REDACTED], or submitted online on or before 11:59 p.m. CT on [REDACTED].**

Please read the full notice of this settlement (available at [\[hyperlink\]](#)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit this Claim Form.

**MAIL:** [\[ADDRESS\]](#)

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**CLAIMANT INFORMATION**

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Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME**

**LAST NAME**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**EMAIL ADDRESS**

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**POTENTIAL PAYMENT:** You may be entitled to receive a payment of up to **\$13.28** by check if between July 16, 2019 through [\[preliminary approval date\]](#) you signed up for an Aura account within the State of Illinois and had facial matching data from your photographs collected by Defendant.

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**ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the United States of America that between July 16, 2019, and [\[preliminary approval date\]](#) I signed up for an Aura account within the State of Illinois and had facial matching data from my photographs collected by Defendant, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I further declare under penalty of perjury under the laws of the United States of America that I signed up for an Aura account within the State of Illinois prior to December 7, 2023. I understand that my Claim Form may be subject to audit, verification, and Court review.

QUESTIONS? VISIT [\[hyperlink\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE



**SIGNATURE**

**DATE**

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

QUESTIONS? VISIT [\[hyperlink\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE





From: AFBIPASettlement@AFbipasettlement.com  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

PIN	Unique ID

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Bulgatz v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA00000700  
**(Circuit Court of Lake County, Illinois)**

**Our Records Indicate You Signed Up For An Aura Account In the State of Illinois and  
May Be Entitled to a Payment From a Class Action Settlement.**

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, Aura Home, Inc. d/b/a Aura Frames, allegedly possessed, collected, captured, stored, used, and/or otherwise obtained individuals' biometric identifiers and biometric information – specifically, facial geometry – without obtaining informed written consent or providing or complying with the requisite data retention and destruction policies in violation of the Illinois Biometric Information Privacy Act, 740 ILCS/14, *et seq.* (the “BIPA”). The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action except if the Settlement Agreement is fully approved by the Court. **Defendant denies all allegations, denies any wrongdoing or liability, and maintains that it complied with the law at all times. Defendant specifically denies that any facial matching data that it allegedly possessed, collected, captured, stored, used, and/or otherwise obtained was capable of identifying any individual and, thus, denies that any such data constituted a “biometric identifier” or “biometric information” under the BIPA.**

**Am I a Class Member?** Our records indicate that from July 16, 2019 through [preliminary approval date] you signed up for an Aura account within the State of Illinois and had facial matching data from your photographs collected by Defendant. **However, if this is accurate—and if you do intend to submit a Claim Form as described below, you will need to attest under penalty of perjury that this information is true and correct. You will also need to attest under penalty of perjury that you signed up for an Aura account within the State of Illinois prior to December 7, 2023.**

**What Can I Get?** You **must** submit a Claim Form [hyperlink] by the date of [ ] in order to receive a share of the Settlement Fund, which will be up to \$13.28, subject to *pro rata* adjustment depending on the number of valid claims that are filed. A Settlement Fund of up to \$1,897,553 will be established to pay all approved claims to the Settlement Class, together with notice and administrative expenses, approved attorneys' fees and costs to Class Counsel, and Service Awards to the Class Representatives. Defendant stopped collecting any facial matching data from Aura



users, including Illinois users, as of December 7, 2023, and the Settlement also requires Defendant to continue not to collect facial matching data from Illinois Aura users unless it: (a) provides BIPA-compliant notices and obtains BIPA-compliant consents; or (b) BIPA is amended, repealed, invalidated, or otherwise declared unconstitutional.

**What is being released?** If you do not exclude yourself, you will release all claims against Aura and its affiliates arising out of or in any way allegedly related to the collection, possession, or retention of “biometrics,” retention policy for any alleged “biometrics,” or other information related to facial matching technology by or on behalf of Defendant, including all claims that were brought or could have been brought in the Action

**How Do I Get a Payment?** You **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by following the instructions located at **[here]**. If approved, your payment will come by check. Claim Forms must be submitted online by 11:59 p.m. CT on **[DATE]** or postmarked and mailed by **[DATE]**.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you will not release any claims you may have against Defendant relating to the allegations in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.AFbipasettlement.com](http://www.AFbipasettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the alleged possessing, collecting, capturing, storing, using, and/or otherwise obtaining your biometric identifiers and biometric information will be released.

**Who Represents Me?** The Court has appointed lawyers Philip L. Fraietta and Stephen A. Beck of Bursor & Fisher, P.A. to represent the class for purposes of settlement. These attorneys are called Class Counsel. 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 expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time]** .m. on **[date]** in Courtroom **X** at the Lake County Courthouse, 18 N. County Street, Waukegan, IL 60085, or by Zoom at **[insert Zoom instructions]**. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award Class Representatives Howard Bulgatz, Casey Manos, and Calnen Swingen, \$2,500 each from the Settlement Fund for their service in helping to bring and settle this case. Class Counsel is entitled to seek no more than 40% of the Settlement Fund, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.AFbipasettlement.com](http://www.AFbipasettlement.com), contact the settlement administrator



at 1-800-\_\_\_\_ -\_\_\_\_ or Aura BIPA Settlement Administrator, [address], or call Class Counsel at 1-646-837-7150.





**CIRCUIT COURT OF LAKE COUNTY, ILLINOIS**

*Bulgatz v. Aura Home, Inc. d/b/a Aura Frames, Case No. 2025LA0000070*

*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 Aura Home, Inc. d/b/a Aura Frames claiming that Defendant, Aura Home, Inc. d/b/a Aura Frames, unlawfully possessed, collected, captured, stored, used, and/or otherwise obtained individuals' biometric identifiers and biometric information – specifically, facial geometry – without obtaining informed written consent or providing or complying with the requisite data retention and destruction policies in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (the “BIPA”). The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action except if the Settlement Agreement is fully approved by the Court. **Defendant denies all allegations, denies any wrongdoing or liability, and maintains that it complied with the law at all times. Defendant specifically denies that any facial matching data that it allegedly possessed, collected, captured, stored, used, and/or otherwise obtained was capable of identifying any individual and, thus, denies that any such data constituted a “biometric identifier” or “biometric information” under the BIPA.** However, the Parties have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included if from July 16, 2019 through [preliminary approval date] you signed up for an Aura account within the State of Illinois and had facial matching data from your photographs collected by Defendant. **If you do intend to submit a Claim Form as described below, you will need to attest under penalty of perjury that from July 16, 2019 through [preliminary approval date] you signed up for an Aura account within the State of Illinois and had facial matching data from your photographs collected by Defendant. You will also need to attest under penalty of perjury that you signed up for an Aura account within the State of Illinois prior to December 7, 2023.**
- Persons included in the Settlement will be eligible to submit a Claim Form to receive a payment of up to \$13.28 by check. Defendant stopped collecting any facial matching data from Aura users, including Illinois users, as of December 7, 2023, and the Settlement also requires Defendant to continue not to collect facial matching data from Illinois Aura users unless it: (a) provides BIPA-compliant notices and obtains BIPA-compliant consents; or (b) BIPA is amended, repealed, invalidated, or otherwise declared unconstitutional.
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	Members of the Settlement Class can choose to submit a claim to receive a Settlement Payment. This is the <b>only</b> way to receive a payment.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [WWW.AFBIPASETTLEMENT.COM](http://WWW.AFBIPASETTLEMENT.COM)



<b>EXCLUDE YOURSELF BY [DATE]</b>	You will receive no benefits, but you will not release any claims you may have against Defendant relating to the allegations in this lawsuit—to exercise this option you <b>must</b> follow all the instructions set out in response to Question 14 below.
<b>OBJECT BY [DATE]</b>	Write to the Court explaining why you have an objection to the Settlement Agreement—to exercise this option, you <b>must</b> follow all the instructions set out in response to Question 17 below.
<b>GO TO THE HEARING BY [DATE]</b>	Ask to speak in Court about your objection to the Settlement Agreement—to exercise this option, you <b>must</b> follow all the instructions set out in response to Questions 17 and 21 below.
<b>DO NOTHING</b>	You will be included in the Settlement Class, but <b>will not</b> receive benefits. You will be bound by the Court’s judgment and dismissal, and will release any claims against Defendant and Released Parties relating to the allegations in this case.

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

## 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 Joseph V. Salvi of the Circuit Court of Lake County, Illinois, 19th Judicial Circuit, is overseeing this case. The case is called *Bulgatz v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA0000070. The people who sued are called the Plaintiffs or Class Representatives. The Defendant is Aura Home, Inc. d/b/a Aura Frames.

### 2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Howard Bulgatz, Casey Manos, and Calnen Swingen) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class. The parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action for settlement purposes only.

### 3. What is this lawsuit about?

This lawsuit alleges that Defendant violated the BIPA by possessing, collecting, capturing, storing, using, and/or otherwise obtaining Plaintiffs and the class’s biometric identifiers and biometric information – specifically, facial geometry –



without obtaining informed written consent or providing or complying with the requisite data retention and destruction policies. **Defendant denies all allegations, denies any wrongdoing or liability, and maintains that it complied with the law at all times. Defendant specifically denies that any facial matching data that it allegedly possessed, collected, captured, stored, used, and/or otherwise obtained was capable of identifying any individual and, thus, denies that any such data constituted a “biometric identifier” or “biometric information” under the BIPA.** The Court did not resolve the claims and defenses raised in this action. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

The Parties (the Class Representatives and Defendant) and Class Counsel (identified below) are not aware that any Aura user information been compromised, breached, or hacked.

#### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

**The issuance of this Notice is not an expression of the Court’s opinion on the merit or the lack of merit of the Class Representatives’ claims or the defenses in the lawsuit. The Parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.**

The Court has already preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the settlement class, the Court overseeing this lawsuit must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity submit a Claim Form, object, or to exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

### **WHO’S INCLUDED IN THE SETTLEMENT?**

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

The **Settlement Class**, which has been conditionally certified by the Court for settlement purposes only, is defined as:



All persons who from June 16, 2019 through [preliminary approval date] signed up for an Aura account within the State of Illinois and had facial matching data from their photographs collected by Defendant.

**Defendant stopped collecting any facial matching data from Aura users, including Illinois users, as of December 7, 2023.**

You will be considered a member of the Settlement Class unless you timely file a valid exclusion request. **To receive any compensation, you must submit a timely valid Claim Form.**

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Monetary Relief:** If approved, a Settlement Fund will be created totaling up to \$1,897,553. Settlement Class Member payments, and the cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees (inclusive of litigation costs), and service awards to the Class Representatives will come out of this fund (*see* Question 13).

**Prospective Relief:** In addition to this monetary relief, Defendant stopped collecting any facial matching data from Aura users, including Illinois users, as of December 7, 2023, and the Settlement also requires Defendant to continue not to collect facial matching data from Illinois Aura users unless it: (a) provides BIPA-compliant notices and obtains BIPA-compliant consents; or (b) BIPA is amended, repealed, invalidated, or otherwise declared unconstitutional.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

### 7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. **If you are a member of the Settlement Class and submit a valid and timely Claim Form, you will receive up to a \$13.28 payment by check.** This award may be subject to *pro rata* adjustment depending on the number of valid claims that are filed.

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

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will be mailed their payments by check within 10 days after the Settlement Agreement has been finally approved and/or any appeals process is



complete. The payment will be made in the form of a check, and all checks will expire and become void 90 days after they are issued.

## HOW TO GET BENEFITS

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

You **must** complete and submit a Claim Form to receive a payment from the Settlement Fund. You may submit a Claim Form either electronically on the Settlement Website by clicking [\[insert hyperlink\]](#), or by printing and mailing in a paper Claim Form, copies of which are available for download [here \[insert hyperlink\]](#). Claim Forms must be submitted online by 11:59 p.m. CT on [\[date\]](#) or postmarked and mailed by [\[date\]](#).

## REMAINING IN THE SETTLEMENT

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

If the Court approves the proposed Settlement Agreement and the Settlement Agreement becomes final, the Court will enter a judgment that will dismiss the Action with prejudice on the merits as to all members of the Settlement Class who do not exclude themselves by timely submitting a valid request for exclusion (*see* Question 14, below). This means that members of the Settlement Class who do not exclude themselves will be barred from bringing their own lawsuits for recovery against Defendant and Released Parties related to the Released Claims. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the website identified above. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

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

If you are a member of the Settlement Class and do nothing, you will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment and dismissal, and will release claims against Defendant and Released Parties relating to the allegations in this case.

## THE LAWYERS REPRESENTING YOU

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

The Court has appointed Philip L. Fraietta and Stephen A. Beck of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that 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 expense.

### **13. 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 is entitled to seek no more than 40% of the Settlement Fund, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid Service Awards from the Settlement Fund for helping to bring and settle the case. The Class Representatives are entitled to seek \$2,500 each as service awards, but the Court may award less than these amounts.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **14. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or deliver a “request for exclusion” stating that you want to be excluded from the *Bulgatz v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA00000700 settlement. Your request for exclusion must also include your name, your address, your personal signature, the name and number of this case, and a statement that you wish to be excluded. If you exclude yourself, you will not receive any benefits from this Settlement, but you will not release any claims you may have against Defendant.

You must mail or deliver your exclusion request no later than **objection/exclusion deadline** to:

AF BIPA Settlement  
0000 Street  
City, ST 00000

### **15. What happens if I don’t exclude myself?**

If you do not exclude yourself, you will release all Released Claims against Defendant and the Released Parties.

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

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [WWW.AFBIPASETTLEMENT.COM](http://WWW.AFBIPASETTLEMENT.COM)



## OBJECTING TO THE SETTLEMENT

### 17. How do I object to the Settlement?

If you're a Settlement Class Member who has not requested to be excluded from the Settlement Agreement, you can object to the Settlement. You can give reasons why you think the Court should not approve it. The Court may consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Bulgatz v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA00000700 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name and address, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, a statement indicating whether you intend to appear at the Final Approval Hearing (yourself or through counsel), a statement indicating whether you have received any payment in exchange for making your objection, and your personal signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by **[two weeks prior to objection deadline]**.

If you want to appear and speak at the Final Approval Hearing about your objection to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. If you do intend to attend the Final Approval Hearing (yourself or through counsel), you must also identify any witnesses you may call at the Hearing within your objection, as well as any exhibits you intend to introduce as evidence, which must be included with your written objection submitted to the Court. File the objection with the Court and mail a copy to these two different places postmarked no later than **[objection deadline]**.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal the approval of the Settlement Agreement.

Court	Class Counsel	Defendant's Counsel
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The Honorable Joseph V. Salvi Lake County Courthouse 18 N. County Street, Waukegan, IL 60085	Philip L. Fraietta Bursor & Fisher P.A. 50 Main Street, Suite 475 White Plains, NY 10606	Jamie L. Filipovic O'Hagan Meyer, LLC 1 E. Wacker Drive, Suite 3400 Chicago, IL 60601
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#### **18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not believe the Settlement Agreement should be approved. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2025** in Courtroom **X** at the Lake County Courthouse, 18 N. County Street, Waukegan, IL 60085, or by Zoom at [insert Zoom instructions]. 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 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.Afbipasettlement.com] or call 1-646-837-7150 or 1-800-xxx-xxxx. 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 such Final Approval Hearing.

#### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time and in a proper manner, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

#### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement



saying that it is your “Notice of Intent to Appear in *Bulgatz v. Aura Home, Inc. d/b/a Aura Frames*, Case No. 2025LA00000700.” It must include your name and address, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, a statement indicating whether you have received any payment in exchange for making your objection, and your personal signature. If you do intend to attend the Final Approval Hearing (yourself or through counsel), you must also identify any witnesses you may call at the Hearing within your objection, as well as any exhibits you intend to introduce as evidence, which must be included with your written objection submitted to the Court. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 17.

Any Settlement Class Member objector who has filed and served a timely and proper written objection in accordance may appear at the Final Approval Hearing either in person or through counsel hired by the objector. No objector may appear at the Final Approval Hearing unless he/she/they has filed a timely objection that complies with the procedures provided in this Notice.

## GETTING MORE INFORMATION

### **22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **www.Afbipasettlement.com**. You may also write with questions to Aura BIPA Settlement, **P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.