

**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 November 4, 2025, 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 November 4, 2025, 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 FEBRUARY 2, 2026</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.
<b>EXCLUDE YOURSELF BY JANUARY 16, 2026</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 JANUARY 16, 2026</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 on MARCH 12, 2026</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 July 16, 2019 through November 4, 2025, 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.

### 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 March 12, 2026. 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, or by printing and mailing in a paper Claim Form, copies of which are available for download on the Settlement Website. Claim Forms must be submitted online by 11:59 p.m. CT on February 2, 2026, or postmarked and mailed by February 2, 2026.

## 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 **January 16, 2026** to:

AF BIPA Settlement  
P.O. Box 25226  
Santa Ana, CA 92799

#### **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.

### **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 the Settlement website its request for attorneys' fees by January 2, 2026.

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 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 **January 16, 2026**.

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.

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
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

#### **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 9:00 a.m. on **March 12, 2026** in Courtroom C-202 at the Lake County Courthouse, 18 N. County Street, Waukegan, IL 60085, or by Zoom (instructions for joining will be posted Court's website, at <https://19thcircuitcourt.state.il.us/2181/Daily-Remote-Court-Session-Schedule-C202>). 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](http://www.AFBIPAsettlement.com) or call 1-646-837-7150 or 1-833-417-4975. 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 **January 16, 2026**, 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](http://www.AFBIPAsettlement.com). You may also write with questions to Aura BIPA Settlement, P.O. Box 25226, Santa Ana, CA 92799. You can call the Settlement Administrator at 1-833-417-4975 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.