

FILED

IN THE CIRCUIT COURT FOR THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS

APR 01 2025

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Joseph B. Roach

Clerk of the
Circuit Court

GENEVIEVE TAMBRONI, JOHN
LATTIMORE, as a parent for minor children
S.L. and V.L., ELLA WILLIAMS, JAMES
BEACH, CAITLIN MCDANIEL, CLAUDINE
KING, WESLEY LUMPKINS, and IAN
CURRO, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

WELLSNOW URGENT CARE, P.C.,
IMMEDIATE CARE, L.L.C. and
PHYSICIANS IMMEDIATE CARE
CHICAGO, P.C., ASPEN DENTAL
MANAGEMENT, INC., and ADMI CORP.
d/b/a TAG THE ASPEN GROUP,

Defendants.

Case No. 2025LA000013

**PRELIMINARY APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Court having reviewed in detail and considered the Motion and Memorandum in support of the Motion, the Settlement Agreement and Release ("Settlement Agreement") between Plaintiffs Genevieve Tambroni, John Lattimore, as a parent for minor children S.L. and V.L., Ella Williams, James Beach, Caitlin McDaniel, Claudine King, Wesley Lumpkins, and Ian Curro ("Plaintiffs") and Defendants WellNow Urgent Care, P.C., Physicians Immediate Care, LLC, Physicians Immediate Care Chicago, P.C., Aspen Dental Management, Inc., and ADMI Corp. d/b/a TAG – The Aspen Group ("Defendants") (Plaintiffs and Defendants are collectively the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion

and the Settlement Agreement, and being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.
2. For settlement purposes only, the Court finds that the prerequisites to class action treatment under 735 ILCS 5/2-801 – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.
3. The Court hereby conditionally certifies, pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the following Settlement Class:

SSN Class Members:

The approximately 55,131 Settlement Class Members whose personal information, including Social Security numbers, was impacted in the Data Security Incident. SSN Class Members are eligible to submit a Claim for SSN Settlement Benefits from the SSN Settlement Fund.

Non-SSN Class Members:

The approximately 541,870 individuals within the United States of America whom Defendants have identified as having Non-Social Security number personal information exposed to unauthorized third parties as a result of the Data Security Incident and are eligible to submit a Claim for Non-SSN Settlement Benefits.

The Settlement Class specifically excludes: (a) Defendants and their respective officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (c) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; and (d) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such charge.

4. For settlement purposes only, Representative Plaintiffs are designated and appointed as Class Representatives.

5. For settlement purposes only, the Court appoints Representative Plaintiffs' counsel Brandon M. Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP, David Almeida and Britany Kabakov of Almeida Law Group LLC, Laura Van Note of Cole and Van Note, and Andrew Heldut and Evan Meyers of McGuire Law as Settlement Class Counsel.

6. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in the Civil Action in all other contexts and for all other purposes should the settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety. The Court further recognizes that, pursuant to the Settlement Agreement, if the settlement is terminated then Representative Plaintiffs will dismiss this action without prejudice and the Parties will resume the arbitration proceedings, not litigate in this Court.

7. The Court approves, in form and content, the forms of Notice attached to the Settlement Agreement as Exhibits A and D and finds that they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.

8. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and constitutes the best notice practicable under the circumstances and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this

action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Kroll Settlement Administration, LLC, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the distribution of notice as set forth in the Settlement Agreement.

11. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against any Released Party relating to the Released Claims released under the terms of the Settlement Agreement.

12. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of July 11, 2025, if they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any Settlement Class Members so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

13. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from

the Settlement Class of any other person within the Settlement Class.

14. Any person in the Settlement Class who elect to be excluded shall not: (a) be bound by any orders or the Final Approval Order; (b) be entitled to relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to any aspect of the Settlement Agreement.

Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the fee award that Class Counsel intends to seek and the payment of the service awards to the Representative Plaintiffs, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in Order, with the Clerk of the Court, and served upon Class Counsel, Defendants' Counsel, and the Settlement Administrator no later than July 11, 2025.

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (a) the objector's full name and address; (b) the case name and docket number: *Tambroni, et al. v. WellNow Urgent Care, P.C., et al.*, Case No. 2025LA000013 (c) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (d) the identity of any and all counsel representing the objector in connection with the objection; (e) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (f) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an

objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date to Defendants' Counsel and Class Counsel in accordance with paragraph 4.1 of the Settlement Agreement. Any Settlement Class Member who fails to comply with the requirements for objecting in paragraph 4.1 of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of paragraph 4.1 of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack.

1. A Settlement Class Member who (i) has not requested exclusion from the Settlement Class and (ii) has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Fairness Hearing in person or through counsel to show cause why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiffs' Counsel's application for a fee award and/or the request for any service award to the Settlement Class Representatives are required to indicate in their written objection their intention to appear at the Final Fairness Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Fairness Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to

introduce into evidence at the Final Fairness Hearing, which shall be attached.

2. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

3. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.

4. The Final Fairness Hearing shall be held before the Court on August 15, 2025, at 11:00 a.m. via Zoom videoconference (Meeting ID: 9692307334 ; Password: 889222) (or at such other time and location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement Agreement is fair, reasonable and adequate, and should be approved by the Court;
- c. to determine whether the final order as provided under the Settlement Agreement should be entered including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for a fee award to Class Counsel;
- e. to consider the application for a service award to the Representative Plaintiffs;

- f. to consider the distribution of Non-SSN Settlement Benefits and SSN Settlement Fund Benefits pursuant to the Settlement Agreement; and
 - g. to rule upon such other matters as the Court may deem appropriate.
- 5. Class Counsel shall file papers in support of their fee award and Representatives Plaintiffs' service awards (collectively, the "Fee Petition") with the Court on or before July 18, 2025.
- 6. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before July 18, 2025.
- 7. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Fairness Hearing, the Court may enter a final order approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.
- 8. Settlement Class Members do not need to appear at the Final Fairness Hearing or take any other action to indicate their approval.
- 9. The Court will have continuing jurisdiction over the Civil Action for the purpose of implementing the settlement until the Civil Action and all related matters are fully resolved, and for enforcement of the settlement, the Settlement Agreement and final order thereafter.
- 10. All discovery and other proceedings in the Civil Action as between Representative Plaintiffs and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.
- 11. The Parties are directed to carry out their obligations under the terms of the Settlement Agreement.
- 12. In accordance with the provisions of the Settlement Agreement specifying the

procedures for settlement administration and payment to Settlement Class Members, the Court

enumerates below the following deadlines:

Event	Date
Provide Class List	April 11, 2025
Notice Date	May 12, 2025
Objection/Exclusion & Claims Deadline	July 11, 2025
Fee Award Petition	July 18, 2025
Final Approval Motion	July 18, 2025
Final Fairness Hearing	August 15, 2025 @ 11:00 a.m.

Approved and so ordered.

Dated: _____

4/11/25



Robin Schmidt
Circuit Court Judge

