

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

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.

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

Defendants.

FILED

JUL 22 2025

Joseph B. Poles

29
Clerk of the
Circuit Court

Case No: 2025LA000013

Judge: Hon. Robin Schmidt

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, 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, individually and on behalf of all other similarly situated and Defendants WellNow Urgent Care, P.C., Physicians Immediate Care, LLC and Physicians Immediate Care Chicago, PLLC, Aspen Dental Management, Inc., and ADAMI Corp. d/b/a TAG – The Aspen Group have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Civil Action with prejudice as to Defendants upon the terms and conditions set forth therein (the “Settlement Agreement”);

WHEREAS, on April 1, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Settlement Class pursuant to 735 ILCS 5/2-801 with a class definition of:

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.

and;

WHEREAS, the Court has considered the Parties' Settlement Agreement, as well as Plaintiffs' Motion for Final Approval of the Settlement Agreement, Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, And Service Award, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel, and the record in the Civil Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Civil Action and over all Parties to the Civil Action, including all Settlement Class Members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval fully complied with the requirements of due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency

of the Civil Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

4. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Civil Action, (ii) affirmative defenses asserted in the Civil Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

5. The Court has specifically considered the factors relevant to class action settlement approval.

6. The Court finds that the Class Representatives and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

7. Accordingly, the Settlement is hereby finally approved in all respects.
8. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.
9. This Court hereby dismisses the Civil Action, as identified in the Settlement Agreement, on the merits and with prejudice.
10. Upon the Effective Date of this Final Judgment, as provided in the Settlement Agreement, Plaintiffs and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including their respective current, former, and future heirs, executors, estates, administrators, trustees, assigns, and agents, or any other individual attempting to assert Released Claims through Plaintiffs shall be deemed to have released Defendants and all of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers ("Defendant Released Parties") from any and all claims related to, based upon, connected with, or in any way involving the Data Security Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Civil Action.
11. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or

participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims.

12. The Court has also considered Plaintiffs' Motion For Attorneys' Fees, Costs, Expenses, And Services Award, and adjudges that the payment of attorneys' fees, costs, and expenses in the amount of \$1,452,000.00 is reasonable. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

13. The Court has also considered Plaintiffs' Motion For Attorneys' Fees, Costs, Expenses, And Service Award, and supporting declarations for a service award to the Class Representatives. The Court adjudges that the payment of a service award in the amount of \$2,000 to each Representative Plaintiff to compensate them for their efforts and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

14. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

15. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

16. This Court hereby directs entry of this Final Judgment based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

17. The Clerk of the Court is directed to close this matter.

IT IS SO ORDERED,



7/22/25

Hon. Robin Schmidt, Circuit Judge