

Harris, et al. v. United Cerebral Palsy Seguin of Greater Chicago, No. 1:25-cv-12350
United States District Court for the Northern District of Illinois

ADDENDUM TO SETTLEMENT AGREEMENT

Plaintiffs China Harris and Cynthia Molette (“Named Plaintiffs” or “Plaintiffs”) individually and on behalf of all other similarly situated persons, and Defendant United Cerebral Palsy Seguin of Greater Chicago (“Defendant” or “UCP Seguin”) hereby enter into this Addendum to the Settlement Agreement, which modifies the binding settlement of the collective and class action lawsuit captioned *China Harris, et al. vs. United Cerebral Palsy Seguin of Greater Chicago*, No. 1:25-cv-12350 (N.D. Ill.), that the parties entered into and submitted to the Court on October 21, 2025 at Docket Number 9-1 (the “Settlement Agreement,” “Settlement” or “Agreement”).

The Parties make the following amendments to the Settlement Agreement:

- A. Paragraph 14(n) is modified to read as follows: “Gross Settlement Amount” means the amount that Defendant shall pay as consideration for this Settlement, in exchange for the release of the Eligible Class Members’ Released Claims, and includes, subject to Court approval, the Fee Award, an award of litigation costs to Class Counsel, Service Awards for the Named Plaintiffs, and the Settlement Administrator’s costs to administer the Settlement. The Gross Settlement Amount is the sum of One Million, Seven Hundred Eighteen Thousand, One Hundred Seventy-Five Dollars and Twelve Cents (\$1,718,175.12). In no event shall (i) the Gross Settlement Amount exceed this amount; or (ii) shall Defendant be required to pay more than the Gross Settlement Amount in connection with the Settlement, with the exception of the employers’ share of payroll taxes attributable to the wage portions of the Settlement Awards and Defendant’s own attorneys’ fees and costs. All interest or other economic benefits derived from the Qualified Settlement Fund (“QSF”) shall be included in the definition of the Gross Settlement Amount and shall not be used to provide benefits or income to any third parties.
- B. Paragraph 14(q) is modified to read as follows: “Net Settlement Amount” means the Gross Settlement Amount less: (i) Two Thousand and Five Hundred Dollars (\$2,500.00) for the each Named Plaintiff for their efforts in bringing and prosecuting this matter (“Service Award”); (ii) the amount of the Fee Award to Class Counsel and reasonable expenses, which is not to exceed \$500,000.00; and (iii) the Settlement Administrator’s costs to administer the Settlement, not to exceed \$11,490.00. The Parties acknowledge that all of these amounts are subject to the Court’s approval.
- C. Paragraph 14(x) is modified to read as follows: “Settlement Class” or “Settlement Class Member” means all current and former non-exempt employees of UCP Seguin who worked in Illinois as Extended Support Specialists over 144 hours in any 2-week pay period between May 23, 2021 and December 31, 2023, and who were paid a salary and not paid overtime at a rate of one-and-one-half times their

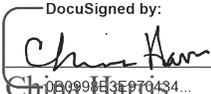
“regular hourly rate” for all hours worked over forty (40) in a workweek. There are approximately 177 members of the Settlement Class.

- D. Paragraph 22(a) is added and reads as: **Additional CAFA Notice**. Within ten (10) business days after the submission of the Addendum to Settlement Agreement to the Court, Defendant shall serve upon the Office of the Attorney General of the United States and the appropriate State official of each State in which any Class Member resides, as determined by the Parties’ records, a notice of the updated proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1715. A copy of any CAFA Notice shall be provided to Class Counsel.
- E. Paragraph 23(b)(1) is added and reads as: **Additional Class Information**. Within three (3) business days after the Court’s Approval of Plaintiffs’ Motion to Modify Preliminary Approval Order to Provide Notice to Additional Class Members and Reset Final Approval Hearing and Related Deadlines, Defendant shall provide to the Settlement Administrator an electronic database containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), social security numbers or tax ID numbers of each thirty (38) Settlement Class Member newly identified by the Parties.
- F. Paragraph 23(d)(1) is added and reads as: Within five (5) business days after receiving the Additional Class Information, the Settlement Administrator shall mail and email (if email addresses are available) the agreed upon and Court approved Settlement Notice to the additional thirty (38) Settlement Class Members (“Initial Mailing”). The Settlement Administrator shall provide prompt notice to Class Counsel and Defendant’s Counsel that the Settlement Notices have been mailed.
- G. Paragraph 23(d)(2) is added and reads as: **Postcard to Settlement Class Members**. Within three (3) business days after the Court’s Approval of Plaintiffs’ Motion to Modify Preliminary Approval Order to Provide Notice to Additional Class Members and Reset Final Approval Hearing and Related Deadlines, Within five (5) business days after receiving the Additional Class Information, the Settlement Administrator shall mail and email (if email addresses are available) the agreed upon and Court approved Postcard (Exhibit D), to the original 139 Settlement Class Members. The Settlement Administrator shall provide prompt notice to Class Counsel and Defendant’s Counsel that the Settlement Notices have been mailed.
- H. Paragraph 28(a)(1) is added and reads as: **Additional Deposit**. Within twenty-one (21) days of the Court’s order approving Plaintiffs’ Unopposed Motion to Modify Preliminary Approval Order to Provide Notice to Additional Class Members and to Reset Approval Hearing and Related Deadlines, Defendant shall electronically transfer the Additional Settlement Amount of \$218,175.12 to the established Qualified Settlement Fund.

I. The Postcard to Settlement Class Members is Exhibit D (attached hereto), which reflects the modifications made and agreed to in this Addendum and the Court’s Order.

The Addendum to the Settlement Agreement may be executed in counterparts, and when each designated signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, the Settlement Agreement and this Addendum to the Settlement Agreement together shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

WHEREFORE, the Parties have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

PLAINTIFF:  Date: 12/20/2025

PLAINTIFF:  Date: 12/22/2025

**APPROVED AS TO FORM
BY CLASS COUNSEL:**

 Date: 12/22/2025
Camille Fundora Rodriguez
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Mariyam Hussain
BERGER MONTAGUE PC
110 N. Wacker Drive, Suite 2500
Chicago, IL 60606

DEFENDANT: **UCP Seguin of Greater Chicago**
Date: _____

Joseph Mengoni
President & CEO

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PLAINTIFF:

China Harris

Date: _____

PLAINTIFF:

Cynthia Molette

Date: _____

**APPROVED AS TO FORM
BY CLASS COUNSEL:**

Camille Fundora Rodriguez
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Date: _____

Mariyam Hussain
BERGER MONTAGUE PC
110 N. Wacker Drive, Suite 2500
Chicago, IL 60606

DEFENDANT:

UCP Seguin of Greater Chicago



Joseph Mengoni
President & CEO

Date: 12/20/2025

**APPROVED AS TO FORM
BY DEFENDANT'S COUNSEL:**



Date: 12/22/2025

Jeff Risch
Sara Zorich
AMUNDSEN DAVIS
3815 East Main Street
Suite A-1
St. Charles, Illinois 60174