

*La información proporcionada en este aviso está disponible en español en [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com)*

**If you worked as a teacher at a Bright Horizons childcare center in Washington State between January 1, 2020 and March 5, 2026, you may be entitled to benefits under a class action settlement. Please read this notice carefully. If you want to be included in the settlement for this lawsuit, you do not need to do anything. But action is needed if you want to be excluded.**

***This is a court-ordered notice. This is not a solicitation from a lawyer.***

- Chelsea Rutter and Magdalena Chavez (“Plaintiffs”) have sued Bright Horizons Children’s Centers LLC. (“Bright Horizons” or “Defendant”) on behalf of themselves and a class of similarly situated employees. The lawsuit, *Chelsea Rutter and Magdalena Chavez v. Bright Horizons Family Solutions, Inc.* is currently pending in King County Superior Court. Plaintiffs claimed in the lawsuit that Defendant’s placement fee provision in its enrollment contracts with client families, in which client families agreed to pay Bright Horizons a placement fee of \$5,000 if they employed a Bright Horizons’ employee within six months of their departure, was in violation of (1) Washington’s law prohibiting unlawful noncompetition covenants and (2) Washington’s Consumer Protection Act.
- Defendant denies each of these allegations and contends that it has always complied with all state laws.
- The Court has not made any determinations regarding the merits of Plaintiffs’ claims and has made no finding that Defendant violated the law.
- Defendant has agreed to pay \$3,000,000—which will be used to make payments to members of the Settlement Class, service awards to the Settlement Class Representatives, settlement administration costs, and attorneys’ fees and costs—to settle this action. On March 5, 2026, the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator, RG/2 Claims Administration LLC (“Settlement Administrator”) to issue this Notice.
- You are receiving this Notice because Defendant’s records indicate you are eligible to participate in the settlement as a Settlement Class Member.
- Listed below is the estimated gross amount of your share of the Settlement Fund in U.S. dollars.

<b>Your Estimated Gross Recovery from the Settlement</b>
<b>\$619.30</b>

- The Court, Defendant, Settlement Administrator, and Class Counsel cannot provide tax advice regarding your estimated amount. You should consult with a tax professional regarding the tax consequences of any amount received.
- The Settlement Agreement, the terms of which control, is available at [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com).

**Your legal rights are affected, and you have a choice to make in this action now.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
What you do	What happens
<b>DO NOTHING</b>	<p><b>Stay in the Settlement Class. Receive payment. Give up certain rights.</b></p> <p>By doing nothing, you will receive a settlement payment if you meet the definition of a Settlement Class Member, and the settlement is finally approved by the Court. But you will be bound by the settlement, including the Release of Claims (see Section 6 below).</p> <p><b>By staying in this lawsuit, you give up any rights to sue Defendant separately about the same legal claims in this lawsuit.</b></p>
<b>ASK TO BE EXCLUDED</b>	<p><b>Get out of the Settlement Class. Get no payment for the class action claims. Keep your legal right to sue about the same legal claims.</b></p> <p>If you ask to be excluded from the class, you will not share in the portion of the settlement allocated to those class action claims. You will keep any rights to sue Defendant separately about the same legal claims and you will not be bound by the settlement (including the Release of Claims). You must submit a request to be excluded no later than <b>June 1, 2026</b>. See Section 11 below for instructions on how to exclude yourself.</p>
<b>OBJECT</b>	<p><b>Challenge the settlement terms.</b></p> <p>If you don't like the settlement or don't want it to be approved, you may object and tell the Court why. You may either submit an objection yourself or enter an appearance through an attorney who may submit an objection on your behalf. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>July 24, 2026, at 9:00 am</b>. If the Court approves the settlement despite your objection, you will still be bound by the settlement. If you request exclusion from the settlement, you cannot also object to it. You must submit an objection no later than <b>June 1, 2026</b>. See Section 11 below for instructions on how to submit an objection.</p>

- Your options are explained in this notice. To ask to be excluded or object, you must act **by June 1, 2026**.
- **Any questions? Read on and visit [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com).**

#### BASIC INFORMATION

##### 1. Why did I get this notice?

Defendant's records show that you are a Settlement Class Member because you worked as a teacher at a Bright Horizons Childcare Center in Washington State during the Settlement Class Period. The Settlement Class Period is the period of time between January 1, 2020, through March 5, 2026 (the date of the Court's preliminary approval of the settlement). This notice explains that the Court has preliminarily approved the proposed class action settlement. You have legal rights and options that you may exercise before **June 1, 2026**. A King County Superior Court judge is overseeing this class action settlement. The lawsuit is known as *Chelsea Rutter and Magdalena Chavez v. Bright Horizons Family Solutions, Inc.*, Case No. 22-2-19810-9 SEA.

If you are unsure about whether you are included, you can contact the Settlement Administrator by calling toll-free at **1-866-742-4955**, emailing **BrightHorizonsSettlement@rg2claims.com**, or by visiting the Settlement Website at [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com).

## 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

## 3. What is this lawsuit about?

Plaintiffs claim Defendant violated Washington state law by having a placement fee provision in its enrollment contracts with client families. The placement fee provision refers to the following language in the Parent Enrollment Agreements used in Defendant’s Washington childcare centers: “[I]f a staff member leaves Bright Horizons’ employment to work for you within six (6) months of his or her departure; you agree to pay a placement fee of \$5000.” Plaintiffs allege that this violated Washington’s law on noncompetition covenants and the Washington Consumer Protection Act. Defendant denies that it is or can be held liable for the claims made in the Lawsuit, or that it engaged in any wrongdoing, and the Court has not made any decisions as to whether Bright Horizons violated the law.

More information about the operative Class Action Complaint in the Lawsuit and Defendant’s response can be found in the “Court Documents” section of the Settlement Website at [www.brighthorizonsettlemnt.com](http://www.brighthorizonsettlemnt.com).

## 4. Why is there a settlement?

The Court did not decide whether Plaintiffs or Defendant should win this case. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost and risk of a trial, and the people affected will be entitled to compensation. Chelsea Rutter and Magdalena Chavez, who are the Settlement Class Representatives, and their attorneys, think the settlement is best for all Settlement Class Members under the circumstances. Defendant has not admitted fault or that it violated any laws, but Bright Horizons and its attorneys agree that a settlement is in the best interest of all parties.

## 5. What claims are resolved by the settlement?

The settlement will resolve all claims and allegations that Plaintiffs made against Defendant on behalf of Settlement Class Members in this action. Specifically, Defendant will be “released” from claims as described in Section XI(2) of the Settlement Agreement, whether known or unknown, occurring between January 1, 2020, and March 5, 2026, which were alleged in the lawsuit or could have been alleged in the lawsuit arising out of the same facts and circumstances.

The claims released by the Participating Settlement Class Members include but are not limited to any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that were brought or that could have been brought in the Action as of the date this Agreement is executed, and that arise out of or relate in any way to Defendant’s use of a Placement Fee Provision in its Parent Enrollment Agreements including, but not limited to, claims based on a violation of Washington’s non-compete statute (Ch. 49.62 RCW); any claims based on violation of the Washington Consumer Protection Act relating to the use or enforcement of a noncompetition covenant (Ch. 19.86 RCW); any claims based on maintaining, implementing, or enforcing a noncompetition covenant under federal, state, or local law; any claims related to any of the foregoing for liquidated, exemplary, or punitive damages or penalties; any claims related to any of the foregoing for equitable relief (including injunctive or declaratory relief); any claims related to any of the foregoing for prejudgment interest and attorneys’ fees and costs; and any claims, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind based on the Released Claims.

Participating Settlement Class Members specifically release claims against the following “Released Parties”:

- Bright Horizons, any parent companies, subsidiary companies, their affiliated entities, and benefit plans;

- Each of the past and present officers, elected officials, directors, agents, equity holders, members, employees, consultants, representatives, administrators, fiduciaries, and attorneys of the entities and plans described above; and,
- The predecessors, successors, transferees, and assigns of each of the persons and entities described above.

By being part of the settlement, Settlement Class members agree that they cannot sue or seek recovery against Defendant or other Released Parties as described in the Settlement Agreement for any released claims.

More information about the claims in this lawsuit can be found in Plaintiffs' Amended Class Action Complaint, which is available at [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com).

## THE SETTLEMENT TERMS AND PAYMENT

### 6. What are the basic terms of the settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Settlement Amount: The settlement requires Defendant to pay \$3,000,000 to establish the Settlement Amount. Under the settlement, a portion of this fund will be distributed to Settlement Class Members who do not opt out (also known as "Participating Settlement Class Members") as compensation for releasing the claims resolved by the settlement as described above.

Placement Fee Provision: Defendant agrees, within 14 days of the Settlement Effective Date (as defined by Definition 27 in the Settlement Agreement), to remove the Placement Fee Provision from Parent Enrollment Agreements used in Washington childcare centers and to not enforce the Placement Fee Provision in existing Parent Enrollment Agreements used in Washington childcare centers.

Settlement Administrator: The settlement requires RG/2 Claims Administration LLC to act as and effectuate the duties of the Settlement Administrator in accordance with the Settlement Agreement. Plaintiffs will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator, which will be paid from the Settlement Fund.

Settlement Class Representative Service Awards: Class Counsel will ask the Court to approve payments of up to \$10,000 to each of the Plaintiffs to compensate them for their time and effort in pursuing this case on behalf of the Settlement Class. These payments are called the "Settlement Class Representative Service Awards." The Settlement Class Representative Service Awards will be paid from the Settlement Fund.

Attorneys' Fees and Litigation Costs: Class Counsel have been working on this case for more than three years but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiffs will ask the Court to approve a payment to Class Counsel to compensate them for their reasonable attorneys' fees of no more than thirty (30) percent of the Settlement Amount. Plaintiffs will also ask the Court to reimburse Class Counsel for out-of-pocket litigation costs.

Distribution of the Settlement Fund: The Settlement Administrator will make payments directly to Participating Settlement Class Members. Participating Settlement Class Members will be able to elect to receive an electronic payment. For those who do not receive an electronic payment, their individual allocations will be distributed via check. If you have recently moved, plan to move within the next 90 days, or move before you have received all payments owed to you, please contact the Settlement Administrator to provide an updated address. Contact information is provided in Section 18 below.

Tax Treatment of Settlement Payments: Settlement payments made to each Participating Settlement Class Member will not be treated as wages. The Settlement Administrator will not withhold any taxes, but this payment will still be considered taxable income. The Settlement Administrator will report the payment as taxable income on IRS Form 1099.

Please consult with your accountant or tax advisor regarding potential tax consequences of the settlement payment.

**Release of Claims:** Upon final approval by the Court, Plaintiffs and Participating Settlement Class Members will dismiss the lawsuit and release Defendant and other Released Parties from all claims that were or could have been brought against them based on the allegations asserted in the operative complaint filed in this lawsuit. This releases Defendant from liability related to any claims made in this lawsuit or that could have been made in this lawsuit that arise out of or relate in any way to Defendant's use of a Placement Fee Provision in its Parent Enrollment Agreements between January 1, 2020, and March 5, 2026.

For a full copy of the Settlement Agreement, please visit: [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com).

**Dismissal of the Action:** Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice, which means that the claims in the lawsuit will be permanently dismissed. However, the Court will retain jurisdiction to enforce the terms of the settlement.

## 7. How can I get a payment?

Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically become a Participating Settlement Class Member and will receive a settlement payment in the amount of an equal share of the Net Settlement Class Fund (i.e., the Settlement Amount after attorney's fees and costs, Settlement Class Representative Awards, and Settlement Administrator expenses are paid). Your settlement payment will either be (1) provided as an electronic payment, if elected or (2) distributed via check to your mailing address on record. If you move before you receive any payment owed to you, please provide the Settlement Administrator with an updated address. Contact information is provided in Section 18 below.

You will have 180 days after the date your settlement payment is mailed to cash the check. If you do not cash your check by this deadline, the check will become void and subject to a stop payment order. In that event, you will be deemed to have waived your right or claim to a settlement payment, but the Settlement Agreement will still be binding upon you.

## 8. When will I get my payment?

The Court will hold a hearing on July 24, 2026, at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see if there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com). If there is no appeal, Class Counsel expects the payment to go out within sixty (60) days of the date of the Court's final order approving the settlement.

Payments will go out within 30 days of the Court's judgment becoming final. If you would like to receive your payment electronically, please email us at [BrightHorizonsSettlement@rg2claims.com](mailto:BrightHorizonsSettlement@rg2claims.com) and include the following in your email:

- Name
- Address
- Email Address
- Last 4 digits of your Social Security Number
- Payment selection – Electronic Payment
- Electronic Payment platform selection from the following list: Venmo or Paypal

All eligible class members who do not select an electronic payment method will be sent a paper check.

## YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class, ask to be excluded, or object, and you have to decide this now.

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

You don't have to do anything now if you want to receive a settlement payment. By doing nothing, you will become a Participating Settlement Class Member and will automatically receive a settlement payment. Keep in mind that if you do nothing now, you will not be able to sue Defendant—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by the Release of Claims (see Sections 5 and 6) and the orders and judgments the Court makes in this lawsuit.

## 10. What happens if I request exclusion?

If you exclude yourself from the settlement, you will retain your right to separately sue the Defendant for the same or similar claims to the claims brought on behalf of the class in this case. If you exclude yourself (or “opt out”) from the class, you won't get any money or benefits from this settlement. However, if you exclude yourself, you will not be legally bound by the Release of Claims or any orders or judgments the Court makes in this lawsuit.

## 11. What can I do if I don't like the settlement?

If you don't like the settlement, you have two options: you can choose to exclude yourself or you can choose to object.

### How to Exclude Yourself:

If you exclude yourself, you will **not** be paid under the Settlement Agreement. If you exclude yourself, you may **not** object to the settlement.

To ask to be excluded, you must mail a written letter to the Settlement Administrator at the address provided below or email your request to the Settlement Administrator at the email address provided below. The request for exclusion must include your name, current address, and telephone number, as well as a statement clearly asking to be excluded (for example: “I want to be excluded from the settlement in *Chelsea Rutter and Magalena Chavez v. Bright Horizons Family Solutions, Inc.*”). The letter must be signed by you and postmarked no later than **June 1, 2026**

The Settlement Administrator is RG/2 Claims Administration LLC. You can mail exclusion requests to is RG/2 Claims Administration LLC at the following address:

Rutter, et al. v. Bright Horizons Family Solutions  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

You can email exclusion requests to RG/2 Claims Administration LLC at the following address:

**[BrightHorizonsSettlement@rg2claims.com](mailto:BrightHorizonsSettlement@rg2claims.com)**

### How to Object to the Settlement:

If you wish to object, you must submit a written objection with the Court and serve on counsel for the Parties. The letter must include (1) your name, address, and telephone number; (2) the name of the case, *Chelsea Rutter and Magalena Chavez v. Bright Horizons Family Solutions, Inc*, Case No. 22-2-19810-9 SEA; (3) the reasons why you think the Court should not approve the settlement; (4) any supporting documentation you wish the Court to consider; (5) a request to appear at the Final Approval Hearing if you or your attorney wish to appear; and (6) your signature. The letter must be postmarked no later than **June 1, 2026**.

If the settlement is approved, you will still receive a payment under the settlement even if you object.

You can file objections with the Court at the following address:

The Honorable Haydee Vargas  
King County Superior Court  
Courtroom: C-203  
516 3<sup>rd</sup> Ave  
Seattle, WA 98104

You can serve objections on Parties' Counsel using the following addresses:

Beth E. Terrell  
Toby J. Marshall  
Elizabeth A. Adams  
TERRELL MARSHALL LAW GROUP PLLC  
1700 Westlake Ave N., Suite 300  
Seattle, WA 98109

David Seligman  
Juno Turner  
Valerie Collins  
TOWARDS JUSTICE  
P.O. Box 371680, PMB44465  
Denver, CO 80237

Derek Bishop  
Laura Davis  
LITTLER MENDLESON, P.C.  
One Union Square  
600 University Street, Suite 3200  
Seattle, Washington 98101

**12. Will Defendant retaliate against me for staying in the Settlement Class, excluding myself, or objecting to the settlement?**

No. The law does not allow retaliation or discrimination by an employer or former employer against anyone who chooses to stay in, be excluded from, or object to a class action settlement.

**Defendant's Statement of Non-Retaliation:** Bright Horizons Children's Centers LLC affirms it will not retaliate against you for participating in this settlement, for excluding yourself, or for objecting, whatever your choice may be.

The choice of whether to remain in the Settlement Class, exclude yourself, or object is entirely up to you.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The Court has decided that the law firms Terrell Marshall Law Group PLLC and Towards Justice are qualified to represent you and all Settlement Class Members. Together the lawyers are called "Class Counsel." They are experienced in handling similar cases against other employers. More information about the law firms, their practices, and their lawyers' experience is available at [www.terrellmarshall.com](http://www.terrellmarshall.com) and [www.towardsjustice.org](http://www.towardsjustice.org).

#### **14. May I retain my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you choose to remain in the Class and you want your own lawyer, you have the right to hire a lawyer at your own expense. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

#### **15. How will the lawyers be paid?**

Plaintiffs will ask the Court to approve a payment of no more than 30% of the Settlement Fund to compensate Class Counsel for their reasonable attorneys' fees. Plaintiffs will also ask the Court to reimburse Class Counsel for reasonable out-of-pocket litigation costs.

### **THE SETTLEMENT APPROVAL PROCESS**

The Court will schedule a Final Fairness Hearing to determine whether the settlement should be finally approved.

#### **16. When and where will the Court decide whether to approve the settlement?**

The Court will hold a hearing on July 24, 2026, at 9:00 am, in the courtroom of:

The Honorable Haydee Vargas  
King County Superior Court  
Courtroom: C-203  
516 3<sup>rd</sup> Ave  
Seattle, WA 98104

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

#### **17. Do I have to come to the court's hearing?**

You and/or your personal attorney may attend the hearing if you wish, but it is not required. If you or your attorney wish to be heard by the Court at the hearing, you must request in writing to do so. See "How to Object to the Settlement" in Section 11 of this notice for more information. If you want to merely observe the hearing, you do not need to make a request to do so.

### **GETTING MORE INFORMATION**

#### **18. Are more details available?**

Visit the website [www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com), where you will find the Court's Orders granting preliminary approval of the settlement; Plaintiffs' Amended Class Action Complaint; Defendant's Answer to the Amended Complaint; and other key documents. Plaintiffs' Motion for Final Approval and Attorneys' Fees and Costs will also be posted on the website.

You may also get more information by emailing, calling, or writing to the Settlement Administrator at:

Rutter, et al. v. Bright Horizons Family Solutions  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479

**Additional information is available at:**

[www.brighthorizonssettlement.com](http://www.brighthorizonssettlement.com)

**The lawyers representing the Settlement Class are:**

Beth E. Terrell  
Toby J. Marshall  
Elizabeth A. Adams  
TERRELL MARSHALL LAW GROUP PLLC  
1700 Westlake Ave N., Suite 300  
Seattle, WA 98109  
Tel: 206-816-6608  
bterrell@terrellmarshall.com  
tmarshall@terrellmarshall.com  
eadams@terrellmarshall.com

David Seligman  
Juno Turner  
Valerie Collins  
TOWARDS JUSTICE  
P.O. Box 371680, PMB44465  
Denver, CO 80237  
Tel: 720-441-2236  
david@towardsjustice.org  
juno@towardsjustice.org  
valerie@towardsjustice.org

J:\RG2 Settlements\Bright Horizons\notices\Bright Horizons Notice FINAL