

THE HONORABLE HAYDEE VARGAS
Department 12
Hearing Date: Friday, July 24, 2026, 9:00 a.m.
With Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

CHELSEA RUTTER and MAGDALENA CHAVEZ,
individually and behalf of all others similarly
situated,

Plaintiffs,

v.

BRIGHT HORIZONS FAMILY SOLUTIONS, INC.
d/b/a BRIGHT HORIZONS CHILDREN'S
CENTERS, INC.,

Defendant.

NO. 22-2-19810-9 SEA

**ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES, COSTS AND
SERVICE AWARDS AND JUDGMENT**

THIS MATTER comes before the Court on Plaintiffs' Unopposed Motion for Final Approval of the proposed class action settlement with Defendant and Plaintiffs' Motion for Attorneys' Fees, Costs and Service Awards.

The Court has reviewed the papers filed in connection with the above-referenced Motions, including the declarations of Toby J. Marshall, Valerie Collins, and RG/2 Claims

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS AND
SERVICE AWARDS AND JUDGMENT - 1
Case No. 22-2-19810-9 SEA

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Administration LLC (RG/2 Claims), the exhibits attached thereto, and the proposed Settlement Agreement and Release ("Settlement Agreement").

A final approval hearing to determine the fairness, reasonableness, and adequacy of the settlement was held before the Court on July 24, 2026.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement, attached as Exhibit 1 to the Declaration of Toby J. Marshall in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement, Dkt. 73.

2. The Court finds that notice to the Class has been completed in conformity with the Court's Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement, dkt. 76.

3. The Court finds that the forms of notice and procedures implemented: (i) were the best practicable notice; (ii) were reasonably calculated, under the circumstances, to inform Settlement Class Members of their right to object to the Settlement Agreement, to exclude themselves from the Settlement Agreement, and to appear at the Final Approval Hearing; (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of Washington's Rules of Civil Procedure and Due Process.

4. Following completion of the notice program, five Settlement Class Members have excluded themselves from the Settlement Class.

5. Following completion of the notice program, zero objections to the settlement have been received.

6. The Court finds it has personal and subject matter jurisdiction over all claims asserted in this litigation with respect to all Settlement Class Members.

1 7. Pursuant to Civil Rule 23, the Court has certified the following Settlement Class
2 for purposes of settlement:

3 All teachers who are or were employed by Bright Horizons at its
4 childcare centers in Washington State at any time during the
5 Settlement Class Period.

6 8. The Settlement Class Period means the period of time from January 1, 2020,
7 through March 5, 2026, the date of preliminary approval.

8 9. In connection with this certification, the Court has made the following findings:

9 a. The Class is sufficiently numerous to meet the requirement of CR
10 23(a)(1);

11 b. The case satisfies the commonality requirements of CR 23(a)(2) and the
12 predominance and superiority requirements of CR 23(b)(3) for settlement purposes;

13 c. Plaintiffs' claims are typical of the Class; and

14 d. Plaintiffs and Settlement Class Counsel are capable of fairly and
15 adequately protecting the interests of the Class;

16 10. The Court has appointed Plaintiffs Chelsea Rutter and Magdalena Chavez as Class
17 Representatives. Plaintiffs' claims are typical of the claims of the Class under Civil Rule 23(a)(3)
18 for settlement purposes, and Plaintiffs satisfy the adequacy of representation requirement of
19 Civil Rule 23(a)(4) for settlement purposes because their interests are coextensive with, and not
20 antagonistic to, the interests of the Class.

21 11. The Court approves Terrell Marshal Law Group PLLC and Towards Justice to
22 serve as Settlement Class Counsel.

23 12. The terms set forth in the Settlement Agreement, including a Settlement
24 Amount of \$3,000,000, are approved as fair, adequate, and reasonable in light of the degree of
25 recovery obtained in relation to the risks faced by the Class and are consistent and in
26 compliance with the applicable provisions of the law. The relief provided to the Class under the

1 Settlement Agreement is appropriate as to the individual members of the Settlement Class and
2 as a whole.

3 13. In *Bowles v. Department of Retirement Systems*, 121 Wn.2d 52, 72, 847 P.2d 440
4 (1993), the Washington Supreme Court held that the “percentage of recovery approach is used
5 in calculating fees” for common fund class action settlements like this one. The typical range for
6 attorneys’ fees awarded in common fund class action settlements is between 20 and 30
7 percent. *Bowles*, 121 Wn.2d at 72 (noting that fee awards for common fund cases are often in
8 range of 20 to 30 percent). Settlement Class Counsel seek an attorney fee award of 30 percent
9 of the common fund.

10 14. The settlement notices issued to Settlement Class Members in this case
11 indicated that Settlement Class Counsel would request 30 percent of the Settlement Amount
12 (\$900,000); the Settlement Administrator posted Plaintiffs’ Motion for Attorneys’ Fees, Costs,
13 and Service Awards to the Settlement Website within 24 hours of Settlement Class Counsel’s
14 filing of the motion; and the Settlement Administrator has not received any objections to the
15 requested amount.

16 15. The Court finds that an attorney fee award of 30 percent of the common fund is
17 fair and reasonable for this settlement. The Court therefore approves the payment of \$900,000
18 in attorneys’ fees to Settlement Class Counsel based on the “percentage of recovery” approach.
19 The approved attorney fee award is 30 percent of the \$3,000,000 common fund, is within the
20 range of reasonableness set forth in *Bowles*, and is consistent with fee awards in other wage
21 and hour class actions. The Court reaches the conclusion that the 30 percent fee award to
22 Settlement Class Counsel is reasonable after analyzing (1) the substantial financial recovery for
23 Settlement Class Members; (2) the diligent effort utilized by Settlement Class Counsel in
24 litigating the claims; (3) Settlement Class Counsel’s substantial experience in employment class
25 action litigation and the skill necessary to achieve the settlement; (4) the hurdles to obtaining
26 certification of the Class, establishing Defendants’ liability, and proving damages at trial; (5) the

1 substantial risks Settlement Class Counsel took in litigating this case on a contingency basis and
2 paying all costs; (6) the high-quality work Settlement Class Counsel performed; and (7) the
3 duration and complexity of the litigation and scope of discovery.

4 16. For common fund settlements, reasonable litigation costs incurred by attorneys
5 for a class are awarded in addition to percentage fee awards. *See Bowles*, 121 Wn.2d at 70. The
6 settlement notices issued to Settlement Class Members in this case indicated that litigation
7 costs were estimated to be up to \$15,000, the Settlement Administrator posted Plaintiffs'
8 Motion for Attorneys' Fees, Costs, and Service Awards to the Settlement Website within 24
9 hours of Settlement Class Counsel's filing of the Motion, and the Settlement Administrator has
10 not received any objections to the requested amount. Accordingly, the Court approves
11 payment of \$15,000 in litigation costs to Settlement Class Counsel as fair and reasonable to
12 reimburse Settlement Class Counsel for the relevant and necessary costs incurred.

13 17. The Court approves payment of \$26,678 from the common fund to the
14 Settlement Administrator, RG/2 Claims. This payment is fair and reasonable to compensate the
15 Settlement Administrator for its work and costs incurred in administering the settlement.

16 18. The Court approves a Settlement Class Representative Service Award of \$10,000
17 to Plaintiff Chelsea Rutter and \$10,000 to Plaintiff Magdalena Chavez. These awards reasonably
18 compensate Plaintiffs for the reputational risks they took in bringing the case and their time
19 and effort in stepping forward to serve as Class Representatives, assisting in the investigation,
20 participating actively in the litigation, and approving the proposed settlement terms after
21 consulting with Settlement Class Counsel.

22 19. Each Settlement Class Member shall be entitled to receive an equal share of the
23 Net Settlement Fund as described in Section V.3.a of the Settlement Agreement after deduction
24 of the Court-approved Settlement Class Representative Service Awards, Settlement
25 Administration Expenses, and Attorneys' Fees and Costs Award.

1 20. The Settlement Effective Date shall be the later of either (a) thirty (30) days
2 following the entry of this Order or (b) if a timely appeal is made, the date the Court's Final
3 Approval Order becomes final and binding after final resolution of any appeals.

4 21. Fourteen (14) days after the Final Approval Date, Settlement Class Counsel will
5 provide final Individual Settlement allocations to the Settlement Administrator. Settlement
6 Class Counsel is to provide a draft to Defendant at least 7 days in advance.

7 22. Within twenty-eight (28) days after Final Approval Date, the Settlement
8 Administrator will provide final payment amounts, payment instructions, and the W-9 form for
9 the Qualified Settlement Fund to Defendant.

10 23. Within fourteen (14) days after the Settlement Effective Date, Defendant shall
11 deposit \$3,000,000 into the Qualified Settlement Fund established by the Settlement
12 Administrator.

13 24. No later than fourteen (14) days after the Settlement Effective Date, as a
14 condition of the parties' Settlement Agreement that is hereby approved, Defendant shall have
15 removed the Placement Fee Provision from Parent Enrollment Agreements used in Washington
16 Childcare Centers.

17 25. Within thirty (30) days after the Settlement Effective Date, the Settlement
18 Administrator shall pay the Class Representative Service Awards to Plaintiffs Chelsea Rutter and
19 Magdalena Chavez in the amount of \$10,000 each. The Settlement Administrator shall issue an
20 appropriate IRS Form 1099 for each payment.

21 26. Within thirty (30) days after the Settlement Effective Date, the Settlement
22 Administrator shall pay to itself the Settlement Administration Expenses in the amount of
23 \$26,678.

24 27. Within thirty (30) days after the Settlement Effective Date, the Settlement
25 Administrator shall distribute \$900,000 to Settlement Class Counsel for the Attorneys' Fees and
26

Costs Award. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.

28. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall distribute the Net Settlement Class Fund to Participating Settlement Class Members in equal shares (Individual Settlement Allocation), in accordance with Section V.3,5 of the Settlement Agreement.

29. Settlement Class Members shall have one-hundred-eighty (180) days from the Individual Settlement Allocation to cash their checks (Settlement Check Cashing Deadline). If an Individual Settlement Allocation check remains uncashed after the Settlement Check Cashing Deadline, the check shall become void and subject to a stop payment order and the Participating Settlement Class Member will be deemed to have waived irrevocably any right in or claim to a settlement share, but the Settlement Agreement nevertheless will be binding upon them.

30. If, after the Settlement Check Cashing Deadline, the Settlement Administrator determines that there are sufficient funds remaining in the Net Settlement Fund to make a second distribution in accordance with Section V.4, the Settlement Administrator shall, within sixty (60) days after the Settlement Check Cashing Deadline, tender a second distribution in the amount of the uncashed checks to those Participating Settlement class Members who received a direct deposit or who cashed their checks. Any costs associated with administering the residual will be deducted from the residual before the second distribution.

31. Participating Settlement Class Members shall have one-hundred-eighty (180) days after second distribution checks are mailed by the Settlement Administrator to cash their second distribution checks (Second Distribution Check Cashing Deadline). Any second distribution check that is not cashed by the Second Distribution Check Deadline shall become void and subject to a stop payment order. In such event, those Participating Settlement Class Members will be deemed to have waived irrevocably any right in or claim to the second

1 distribution check issued to them, but the Settlement Agreement nevertheless will be binding
2 upon them.

3 32. Any remaining funds after the second distribution shall be distributed to the
4 Legal Foundation of Washington as a *cy pres* beneficiary.

5 33. The Release of Claims set forth in Section XII of the Settlement Agreement is
6 incorporated here by reference.

7 34. All Settlement Class Members, including Plaintiff, are bound by the terms of the
8 Class Action Settlement Agreement and Release, including the Release of Claims in Section XII
9 of the Settlement Agreement. As of the Effective Date, the settlement constitutes a full and
10 final settlement and release of all "Released Claims" as defined in Section XII of the Settlement
11 Agreement.

12 35. The parties and their counsel shall implement and consummate the Settlement
13 Agreement according to its terms and provisions, including all payments to be made under the
14 Settlement Agreement and this Order.

15 36. This Court hereby dismisses with prejudice all "Released Claims" as defined by
16 the Settlement Agreement. This dismissal shall be without attorneys' fees or costs to any party,
17 except as otherwise provided in the Settlement Agreement and this Order.

18 37. The dismissal of the "Released Claims" is without prejudice to the rights of the
19 parties to enforce the terms of the Settlement Agreement and the rights of Settlement Class
20 Counsel to seek the payment of attorneys' fees and costs as provided for in this Order.

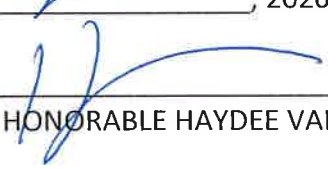
21 38. The Settlement Agreement is binding on, and has res judicata effect on, all
22 pending and future lawsuits or other proceedings brought by Settlement Class Members that
23 are encompassed by the Release of Claims set forth in Section XII of the Settlement Agreement.

24 39. This ruling constitutes the final determination of the rights of the parties in the
25 action and is thus a judgment under CR 54(a) and CR 58 that is binding on the settling parties
26 and the Settlement Class Members who have not been excluded.

40. The Court retains jurisdiction over the parties, the Settlement Class Members, and the Settlement with respect to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Order, to ensure that all payments and other actions required by the Settlement Agreement are properly carried out, and for any other purpose the Court deems necessary.

IT IS SO ORDERED.

DATED this 24th day of July, 2026.


THE HONORABLE HAYDEE VARGAS

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