

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Plaintiffs Chelsea Rutter and Magdalena Chavez, for themselves and the Settlement Class Members (as defined below), and Defendant Bright Horizons Children’s Centers LLC. Plaintiffs and Defendant are referred to collectively in this Settlement Agreement as the “Parties.”

I. RECITALS

This Settlement Agreement is made with reference to and in contemplation of the following facts and circumstances:

1. On December 1, 2022, Plaintiff Chelsea Rutter initiated a lawsuit, captioned *Chelsea Rutter and Magdalena Chavez v. Bright Horizons Family Solutions, Inc.*, Case No. 22-2-19810-9 SEA (King County Superior Court), against Defendant in King County Superior Court.
2. Plaintiffs allege in the Amended Complaint, on behalf of Plaintiffs and the proposed class, that Defendant violated the Washington Noncompetition Covenant Statute, RCW 49.62, *et seq.* and the Washington Consumer Protection Act, RCW 19.86.010, *et seq.* by including a Placement Fee Provision in its Parent Enrollment Agreements which suppressed the wages and job mobility of the company’s childcare workers.
3. Defendant denies all claims asserted in the Action. Defendant also denies all allegations of wrongdoing and liability in this Action. Defendant seeks to settle this Action for the sole purpose of avoiding the burden and expense of continuing to litigate this Action.
4. The Parties and their counsel have conducted investigations of the facts and law underlying the claims asserted in this Action. The Parties and their counsel have conducted initial discovery and a thorough assessment of the strengths and weaknesses of their respective cases.
5. The Parties and their counsel have engaged in extensive and arm’s-length negotiations concerning settlement of the claims asserted in the Action, including participating in private mediation with Cliff Freed of Washington Arbitration and Mediation Service, an experienced mediator of consumer and employment class action lawsuits.
6. As a result of the abovementioned efforts and ongoing direct negotiations between the Parties after the mediation, the Parties enter into this Settlement Agreement. Subject to this Court’s approval as required by Washington State Court Rule 23, this Settlement Agreement will fully and forever resolve, discharge, and release all rights and claims of Plaintiffs and the Settlement Class Members (as defined below). In exchange, Defendants agree to pay the sum of \$3,000,000 to Plaintiffs and the Settlement Class Members for all settlement awards, any service awards, attorneys’ fees and costs, settlement administration fees and expenses, and any *cy pres* charitable donation, subject to Court approval.

7. Plaintiffs and their counsel have concluded, based upon their investigation and thorough assessment, and taking into account Defendant's defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant and the terms of this Settlement Agreement are fair and reasonable, as well as in the best interest of Plaintiffs and the Settlement Class Members.

8. Plaintiffs, on behalf of themselves and the Settlement Class Members, and their counsel agree to the terms of this Settlement Agreement and to have judgment entered without trial or adjudication of any factual or legal issue. Plaintiffs and their counsel also agree that this Settlement Agreement, including any of its exhibits, does not constitute any evidence against, or any admission by Defendant.

THEREFORE, the Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be completely, fully, and finally settled and dismissed with prejudice as follows:

II. DEFINITIONS

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. "Action" means the lawsuit entitled *Chelsea Rutter and Magdalena Chavez v. Bright Horizons Family Solutions, Inc.*, Case No. 22-2-19810-9 SEA (King County Superior Court). While Plaintiffs' Complaint identifies Bright Horizons Family Solutions, Inc., the proper corporate entity for this case is Bright Horizons Children's Centers LLC.

2. "Complaint" means the operative Complaint in this matter, titled "Amended Class Action Complaint," filed by Plaintiffs on November 4, 2024, on behalf of themselves and all others similarly situated, asserting claims for: (i) actual and statutory damages for an alleged violation of RCW 49.62.005, et seq.; (ii) actual and treble damages based on an alleged violation of the Washington Consumer Protection Act; (iii) injunctive and declaratory relief declaring Defendant's alleged noncompetition covenant void and unenforceable and enjoining Defendant from including such covenants in contracts with families or communicating it to its childcare workers; and, (iv) attorneys' fees and costs

3. "Court" means the Superior Court of the State of Washington in and for King County.

4. "Defendant" means Bright Horizons Children's Centers LLC, the Defendant in the Action.

5. “Defendant’s Counsel” means the law firm Littler Mendelson, P.C.
6. “Final Approval Date” means the date on which the Final Approval Order is entered in this matter.
7. “Final Approval Hearing Date” means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.
8. “Final Approval Order” means the Court order granting final approval of the Settlement Agreement under such terms as may be agreed to by the Parties in order to obtain final approval.
9. “Final Judgment” means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order.
10. “Named Plaintiffs” or “Plaintiffs” means Chelsea Rutter and Magdalena Chavez, the Plaintiffs in the Action.
11. “Net Settlement Class Fund” means the portion of the Settlement Amount to be distributed to Settlement Class Members after deducting the Court-approved amounts set forth below in §§ VI(1) through VI(3).
12. “Participating Settlement Class Members” means any Settlement Class Member who is bound by the Final Judgment and receives a distribution as set forth in this Settlement Agreement. All Settlement Class Members are automatically deemed Participating Settlement Class Members unless the Settlement Class Member submits a timely request for exclusion as detailed in the Settlement Class Notice.
13. “Parties” means the Plaintiffs and the Defendant in the Action.
14. “Placement Fee Provision” means 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.”
15. “Preliminary Approval Date” means the date on which the Court enters its Preliminary Approval Order.
16. “Preliminary Approval Order” means an order rendered by the Court preliminarily approving this Settlement Agreement as proposed by Settlement Class Counsel or such modified terms as may be agreed to by the Parties in order to obtain preliminary approval.
17. “Released Claims” means those claims included in the release of claims set forth in §§ XII(2) through (3) of this Settlement Agreement.

18. “Released Parties” means (i) Defendant, any parent companies, subsidiary companies, their affiliated entities, and benefit plans, (ii) 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 in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

19. “Settlement Administrator” means a settlement administrator mutually agreed upon by the Parties. The Settlement Administrator shall be responsible for issuing class notice, managing receipt of communications from Class Members in response to the class notice (including but not limited to opt out notices and objections) and providing same to the Parties, reporting to the Parties, distributing payments from the Settlement Amount, and preparing and sending IRS Form 1099s. The Settlement Administrator shall also be responsible for all required tax reporting and related filings.

20. “Settlement Amount” means \$3,000,000.00, which includes payment of: (a) all settlement awards to Plaintiffs and the Settlement Class Members; (b) any service awards approved by the Court to be paid to Plaintiffs individually; (c) all past, present, and future attorneys’ fees and litigation expenses incurred by Plaintiffs or their counsel in the Action; (d) any Settlement administration fees and expenses; and (e) any *cy pres* charitable donation. The Settlement will not be contingent upon Court approval of the attorneys’ fees, costs, and service award amounts requested by Plaintiffs. This payment is all inclusive of Defendant’s financial obligations under this Settlement Agreement, except as specifically provided in § XIII(2) below.

21. “Settlement Class” and “Settlement Class Member” means all teachers who are or were employed by Bright Horizons at its childcare centers in Washington State at any time during the Settlement Class Period. The Parties further agree that the term “Participating Settlement Class Member” shall mean all proposed Class members except for those who opt out by the applicable deadline for exclusion.

22. “Settlement Class Counsel” means the law firms of Terrell Marshall Law Group, PLLC and Towards Justice.

23. “Settlement Class Data” means the information that Defendant shall provide to the Settlement Administrator as specified below in § VIII(2).

24. “Settlement Class Notice” means the document, substantially in the form attached to this Settlement Agreement as Exhibit A, or such modified terms as may be agreed to by the Parties, that will be sent to Settlement Class Members following preliminary approval of the Settlement Agreement.

25. “Settlement Class Period” means the period of time from January 1, 2020, through the date of preliminary approval.

26. “Settlement Class Representative Service Awards” means the proposed payments specified below in § VI(1).

27. “Settlement Effective Date” means the date by which the Settlement Agreement is finally approved as provided in § XI(1) and (2) below and the Court’s Final Judgment becomes final. For purposes of this subparagraph, the Court’s Final Judgment “becomes final” upon the later of (i) 30 days after the Final Approval Order, if no appeal of that Order is filed, or (ii) the date the Court’s Final Approval Order becomes final and binding after final resolution of any appeals.

III. NO ADMISSION OF LIABILITY

1. Denial of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that this settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of Plaintiffs and the Settlement Class Members in light of all facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or the Released Parties of any such violation(s) or failure(s) to comply with any applicable law, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Action or any other action for adversarial, rather than settlement, purposes.

IV. TERMS OF SETTLEMENT AGREEMENT

1. Conditional Certification of the Settlement Class. For the sole purpose of settlement, the Parties and their counsel agree to conditional certification of the Settlement Class. Preliminary approval of the Settlement Class shall not be deemed a concession that certification of a litigation class is proper, and it will not preclude Defendant from challenging class certification in the event the Court does not approve the Settlement. No agreements made or entered into by Defendant in connection with this Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any liability or any element of class certification in this Action or any other proceedings.

V. SETTLEMENT CONSIDERATION

1. Settlement Proceeds. Defendants shall pay \$3,000,000 in full and complete satisfaction of all obligations under this Settlement. The Settlement Proceeds shall be non-reversionary.

2. Settlement Payments. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1. Within 14 days after the Settlement Effective Date, Defendant shall deposit the Settlement Amount into the QSF account established by the Settlement Administrator. After this payment, the Settlement Administrator shall process all settlement awards and prepare and distribute settlement award payment checks to Settlement Class Members, Plaintiffs, and Plaintiffs’ Counsel in accordance with the Court’s awards.

3. Distributions of Net Settlement Class Fund as Individual Allocations. The Net Settlement Class Fund is the Settlement Amount less the amount of attorneys’ fees and costs, Settlement Class Representative Service Awards, and Settlement Administrator expenses (i.e., Definition 11, above) actually awarded by the Court.

- a. The Settlement Administrator shall distribute, within 30 days after the Settlement Effective Date, the Net Settlement Class Fund to Participating Settlement Class Members in equal shares.
- b. Where possible, the Settlement Administrator will provide payment to Participating Settlement Class Members by direct deposit.
- c. Participating Settlement Class Members shall be allowed to elect to receive an electronic payment. Class Members who do not elect to receive an electronic will receive checks.
- d. Settlement Class Members shall not be required to submit a settlement claim form in order to be eligible to receive payment of any Court-approved settlement award under the Settlement Agreement.
- e. The Individual Settlement Allocations shall be treated for tax purposes as described in § V(5) below.

4. Unclaimed Individual Allocations. Participating Settlement Class Members shall have 180 days after the date the Individual Settlement Allocation payments are made by the Settlement Administrator to cash their Individual Settlement Allocation checks (the “Settlement Check Cashing Deadline”).

- a. Any Individual Settlement Allocation check that is not cashed by the Settlement Check Cashing 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 a settlement share, but the Settlement Agreement nevertheless will be binding upon them.
- b. Any costs associated with administering the residual (e.g. bank stop pay charges) will be deducted from the residual before the second distribution.
- c. Within 60 days after the Settlement Check Cashing Deadline, the Settlement Administrator shall 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, if it is feasible to do so.
- d. Participating Settlement Class Members shall have 180 days after second distribution checks are mailed by the Settlement Administrator to cash their second distribution checks (“Second Distribution Check Cashing Deadline”).
- e. 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 distribution check issued to them, but the Settlement Agreement nevertheless will be binding upon them.
- f. Any remaining funds after the second distribution shall be distributed to the Legal Foundation of Washington as a *cy pres* beneficiary.
- g. There shall be no reversion to Defendant of any portion of the Settlement Amount.

5. Tax Treatment and Reporting. For tax and withholding purposes, Individual Settlement Allocations shall be treated as follows: 100% of each Individual Settlement Allocation distributed to a Participating Settlement Class Member shall be deemed to be non-wage damages payments, and not wages, interest and/or penalties/exemplary damages, and the Settlement Administrator shall issue appropriate IRS Form 1099s. Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Settlement Agreement.

6. No Effect on Other Benefits. Defendant will not use any payments from the Settlement Amount to calculate any benefits, including, for example (but without limitation), vacation, sick time, holiday pay, pension, 401(k) plan contributions. Any payments from the Settlement Amount do not represent any modification of previously credited hours of service or

other eligibility criteria under any employee pension or employee welfare benefit plan sponsored by Defendant or any of the Released Parties. Nor is any payment from the Settlement Amount compensation for purposes of determining eligibility for, or benefit accrual within, an employee benefit pension plan, an employee welfare benefit plan, or other plan sponsored by Defendant or any of the Released Parties.

7. Conditions Precedent. The timelines in § XIV(13) are contingent on the following event: the Settlement Administrator must provide Defendant with the amounts to be paid (including the amount for each Individual Settlement Allocation), W-9 form for the Qualified Settlement Fund, and payment instructions within 28 days of Final Approval. If this event is delayed, it will delay Defendant's deposit and the Settlement Administrator's payments accordingly.

8. Placement Fee Provision. Defendant agrees, within 14 days of the Settlement Effective Date, 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.

VI. SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS AND ATTORNEYS' FEES AND EXPENSES

1. Settlement Class Representative Service Awards. Plaintiffs may move the Court for service awards for their time and effort in connection with this Action. Plaintiffs will ask the Court to approve service awards in the amount of \$10,000 for Plaintiff Chelsea Rutter and \$10,000 for Plaintiff Magdalena Chavez. Any portion of the service awards requested of the Court but not awarded will be included in the Net Settlement Amount. The Settlement Administrator shall distribute to Plaintiffs, within 30 days after the Settlement Effective Date, the amount awarded by the Court to Plaintiffs as Settlement Class Representative Service Awards. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.

2. Settlement Administration Expenses. At the direction of Settlement Class Counsel and Defendant's Counsel, the Settlement Administrator shall distribute to itself, within 30 days after the Settlement Effective Date, the amount approved by the Court as the reasonable expenses of settlement administration. Settlement Administration costs and expenses shall be paid from the Settlement Amount.

3. Attorneys' Fees and Litigation Costs. Class Counsel will move the Court for an award of reasonable attorneys' fees and expenses to be paid from the Settlement Amount. Class Counsel will file their motion for an award of attorneys' fees, costs, Settlement Class Representative Service Awards, and award of Settlement Administrator expenses 45 days after the Settlement Notice is sent. Defendant may object to the amount of the request. The Settlement Administrator will post to the Settlement Website Class Counsel's motion for an award of attorneys' fees, costs, Settlement Class Representative Service Awards, and award of

Settlement Administrator expenses within 24 hours after it is filed with the Court. The Settlement Administrator shall distribute to Settlement Class Counsel, within 30 days after the Settlement Effective Date, the amount awarded by the Court as compensation for attorneys' fees and costs in accordance with the Court's Final Approval Order and Final Judgment. The Settlement Administrator shall issue an appropriate IRS Form 1099 for this payment.

VII. PRELIMINARY APPROVAL

1. Preliminary Approval. Plaintiffs shall file a motion for preliminary approval of this class settlement within 14 days after this Settlement Agreement is fully executed. Plaintiffs will provide a draft of the motion to Defendant at least 3 business days in advance of filing for review and comment. The motion shall seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) certifies the Settlement Class for purposes of the settlement only; (iii) schedules a fairness hearing at least 145 days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, and whether the application for Settlement Class Counsel's attorneys' fees and cost and the Settlement Class Representative Service Awards should be approved; (iv) approves as to form and content the proposed Settlement Class Notice; and (v) directs the sending of the Settlement Class Notice by email and postcard to the Settlement Class Members and development of the Settlement Website.

VIII. ADMINISTRATION AND NOTICE

1. Settlement Administrator. The Settlement Administrator shall be responsible for administration of this Settlement. This Settlement Administrator shall be allowed to communicate freely with the Parties' counsel and will provide updates on a monthly basis to and as requested by the Parties' counsel.

2. Settlement Class Data. Settlement Class Data shall consist of each Settlement Class Member's name, last-known mailing address, email address (to the extent known), and Social Security Number. Within 14 days of the Preliminary Approval Order, Defendant shall provide to Settlement Class Counsel on a confidential basis Settlement Class Data. Settlement Class Counsel hereby confirm that they will not use any Settlement Class Data that was provided in this lawsuit other than for purposes of this Action. If needed for mailing notice, the Settlement Administrator shall update addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator shall:

- a. provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendant;

- b. not disclose the PII to Named Plaintiffs or third parties, including agents or subcontractors, without Defendant's consent and keep PII confidential;
- c. not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and
- d. promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.

3. Settlement Class Notice. The Settlement Administrator shall provide notice as detailed below within 14 calendar days of receipt of the Settlement Class Data:

- a. Notice by Email. The Settlement Administrator shall send the Email Settlement Class Notice attached as Exhibit B by email to all Settlement Class Members for whom the Class Data contains an email address.
- b. Postcard Notice by U.S. Mail. In addition to the notice in Section VII(3)(a), the Settlement Administrator shall send Postcard Settlement Class Notice attached as Exhibit C in a form agreed to by the Parties and approved by the Court to each Settlement Class Member by first-class U.S. Postal Service mail (regardless of whether Notice by Email was sent to that Settlement Class Member):
 - i. The Settlement Administrator shall use the most recent address for each Settlement Class Member reflected in the records produced by Defendant in this Action and corrected by Plaintiffs and confirm addresses through the National Change of Address System prior to issuing Postcard Notice.
 - ii. If any Postcard Notice is returned, the Settlement Administrator shall conduct a standard skip trace to update the address and promptly re-mail the Postcard Settlement Class Notice to the correct or updated address. The Settlement Administrator will keep Settlement Class Counsel and Defendant's Counsel informed of any problems that arise in providing the Settlement Class Notice and/or locating Settlement Class Members.
- c. Settlement Website. Within 14 calendar days from receipt of the Settlement Class Data, the Settlement Administrator will also establish and maintain the Settlement Website, which will display only the

operative Amended Complaint, Postcard Notice, Settlement Class Notice, this Settlement Agreement, opt-out and objection instructions, and the Preliminary Approval Order. Within 24 hours after the Class Counsel files a motion for an award of attorneys' fees, costs, and Settlement Class Representative Service Awards, that motion will also be displayed on the Settlement Website.

IX. OPT-OUT PROCESS

1. **Opt-Out Requirements.** As described in the Settlement Class Notice, Settlement Class Members exclude themselves from the Settlement Class by submitting their written request for exclusion (opt out) no later than 60 days after the date the Settlement Class Notice is mailed.

- a. To be effective, any such election must be made in writing by mail or email; must contain the information specified in the Notice; and must be mailed or emailed to the Settlement Administrator.
- b. The date of transmission of an email or the date of the postmark on a mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely.
- c. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Participating Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement payment, and shall not be bound by this Settlement Agreement or the Final Judgment.

2. **Obligation of Settlement Administrator.** The Settlement Administrator will provide a declaration of due diligence, proof of emailing and/or mailing of the Settlement Class Notice, and records of any opt-outs to Settlement Class Counsel and Defendant's Counsel within 14 days after the deadline for exclusion/objection.

3. **Effect of Taking No Action.** Except for those Settlement Class Members who exclude themselves in compliance with § IX(1), all Settlement Class Members will be deemed to be members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy.

4. Obligations of Parties and Counsel. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all exclusions to the settlement or any part thereof.

X. OBJECTIONS

1. Right to Object. As described in the Settlement Class Notice, any Participating Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court and serve on counsel for the Parties no later than 60 days after the date the Settlement Class Notice is mailed. Such objection shall include the information specified in the Settlement Class Notice.

2. Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense.

a. Any Settlement Class Member who intends to appear at the Final Approval Hearing shall so announce in the Settlement Class Member's written objection.

b. Any member of the Settlement Class who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear and/or object separately, and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

3. Obligations of Parties and Counsel. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections and/or challenges to the settlement or any part thereof.

4. Obligation of Settlement Administrator. The Settlement Administrator will provide a declaration of due diligence, proof of emailing and mailing of the Settlement Class Notice, and records of any objections to Settlement Class Counsel and Defendant's Counsel within 14 days after the deadline for exclusion/objection

XI. FINAL APPROVAL

1. Motion for Final Approval Order. 30 days before Final Approval Hearing Date, Settlement Class Counsel shall file a motion for final approval of the Settlement Agreement. 45 days after the Settlement Notice is mailed/emailed, Settlement Class Counsel shall file a motion seeking an order contingent on final approval from the Court awarding Settlement Class Representative Service Awards to Plaintiffs, an order contingent on final approval from the Court awarding fees and costs to Settlement Class Counsel, and an order contingent on final approval from the Court issuing settlement administration costs to the Settlement Administrator. Plaintiffs will seek \$10,000.00 for each Plaintiff as a Settlement Class Representative Award; and no more than thirty (30) percent of the Settlement Amount, plus

reimbursement of their reasonable litigation expenses, as payment to Settlement Class Counsel for attorneys' fees and costs (with costs not to exceed the actual out-of-pocket costs and expenses of litigation). Plaintiffs will provide a draft of the motion for final approval to Defendant at least 3 business days in advance of filing for review and comment.

2. Final Approval Order. The motions shall seek a Final Approval Order that:
 - a. finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions;
 - b. approves Settlement Class Counsel's application for an award of attorneys' fees and costs; and
 - c. dismisses this Action on the merits and with prejudice and permanently bars all Participating Settlement Class Members from prosecuting against the Released Parties any individual or class claims that are released by this Settlement Agreement.

XII. RELEASE OF CLAIMS

1. Release. In consideration for Defendant's payment of the Settlement Amount as set forth in this Settlement Agreement, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement), the Named Plaintiffs and all Participating Settlement Class Members shall release, settle, compromise, relinquish, and discharge any and all of the Released Parties from each of the Released Claims as defined below.

2. Released Claims. Released Claims means 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 during the Class Period 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); and any claims related to any of the foregoing for prejudgment interest and attorneys' fees and costs.

3. Plaintiffs hereby release all Released Parties, from 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 have arisen on or before the date this Agreement is executed by each Plaintiff, respectively. This includes 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.

4. Covenant Not to Sue. Plaintiffs will be deemed to have agreed not to sue any Released Party with respect to any of the Released Claims.

5. Rights Not Waived. Nothing in any agreement, policy, or practice, including this Settlement Agreement:

- a. prevents either party or any Settlement Class Member from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to; or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, law enforcement, or any other federal, state, or local agency charged with the enforcement of any laws, or from testifying, providing evidence, responding to a subpoena or discovery request in court litigation or arbitration;
- b. requires Plaintiffs or Settlement Class Members to disclose to Defendant any such filing, communication, or participation;
- c. prevents a non-managerial, non-supervisory employee from engaging in protected concerted activity under Section 7 of the National Labor Relations Act or under similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by Defendant as part of the employee's job duties;
- d. prevents Plaintiffs or Settlement Class members from discussing or disclosing conduct, or the existence of a settlement involving conduct, that they reasonably believe to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as illegal under state, federal, or common law, or that is recognized as against a clear mandate of public policy, where the conduct occurred at the workplace, at work-related events coordinated by or through Defendant's agents or employees, between employees, or between Defendant and an employee, whether on or off the employment premises; or

- e. limits or affects Plaintiffs' or any Settlement Class Member's right to disclose or discuss sexual harassment or sexual assault disputes. As provided by the Federal Defend Trade Secrets Act, Plaintiffs and Settlement Class Members will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made:
 - i. in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or
 - ii. in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

XIII. TERMINATION OF SETTLEMENT AGREEMENT

1. Non-Approval by Court. The Settlement Agreement shall be subject to approval by the Court. The Court will retain jurisdiction to enforce the terms of the Settlement Agreement. If the Court does not grant approval of the Settlement, the Parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement. Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.

2. Escalator Clause. If additional Settlement Class Members are identified before final approval is granted and the total number of Settlement Class Members exceeds 3,270 by more than five percent (5%), (i.e., 164 or more additional class members for a total of 3,434 or more total Settlement Class Members), then Plaintiffs will have the right to void this Settlement Agreement unless Defendant agrees to proportionately increase the Settlement Amount by \$633.03 for each additional proposed Class member beyond the original 3,270 figure.

3. Attorneys' Fees and Settlement Class Representative Service Awards. The Court's determination regarding whether and in what amounts to award attorneys' fees and costs to Settlement Class Counsel, and Settlement Class Representative Service Awards to Plaintiffs, shall not be grounds for terminating the Settlement Agreement or otherwise affect the enforceability of the Settlement Agreement, except that Plaintiffs retain the right to appeal any Order relating to attorneys' fees.

4. Effect of Termination. In the event that this Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement shall become null and void *ab initio* and shall have no force or effect; all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the settlement; and neither this Settlement Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action for any purpose.

XIV. GENERAL PROVISIONS

1. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement.

2. Representation by Settlement Class Counsel. Settlement Class Counsel represent that as of the date they execute this Settlement Agreement, they do not represent any current or former employees of Defendant who would not be covered by this Settlement Agreement.

3. Communication Regarding Settlement. Plaintiffs' Counsel shall not make any affirmative public statements or communications to the news media regarding this case, except for a press release mutually agreed upon by the parties. Any such press release shall not identify Bright Horizons or its affiliates, employees, or agents, and shall not state or imply that Bright Horizons admitted liability or wrongdoing, or that any court made such a finding. In responding to any inquiries from the news media regarding this case or in making statements on social media, Plaintiffs' Counsel shall not identify Bright Horizons or its affiliates, employees, or agents, and shall not state or imply that Bright Horizons admitted liability or wrongdoing, or that any court made such a finding, but Plaintiffs' Counsel may make general statements to the news media about the importance of worker mobility and how they believe that no-hire, no-poach, or non-compete agreements undermine worker mobility.

4. Enforcement Actions. The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out.

5. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties facilitated by an experienced employment law mediator and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or their counsel participated in the drafting of this Settlement Agreement.

6. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

7. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.

8. No Reliance. The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this agreement.

9. Assignments. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

10. Class Counsel Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Settlement Class Notice will advise all Settlement Class Members of the binding nature of the Released Claims and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

11. Execution in Counterparts. This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

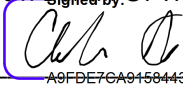
12. Dispute Resolution. In the event of a dispute between the Parties concerning the documentation, execution, implementation, interpretation, or administration of this Settlement Agreement that cannot be resolved based on good faith negotiation consistent with the terms of the parties' Agreement and any order of the Court, the Parties agree that such a dispute shall be submitted to the Court.

13. Estimated Settlement Timetable. This Settlement Agreement includes numerous deadlines and milestones, which are summarized here. These deadlines and milestones are not material terms of the Settlement Agreement and may be changed by Court order or agreement of the Parties (with Court permission as appropriate). The Parties shall cooperate in order to complete all settlement procedures expeditiously.

Event	Deadline
Settlement Class Counsel files motion for preliminary approval and class notice plan	14 days after Settlement Agreement fully executed (Provide draft to Defendant at least 3 business days in advance)
Defendant provides Settlement Class Data to Settlement Class Counsel	Within 14 days after Preliminary Approval Order
Settlement Administrator mails/emails Settlement Class Notice	14 days after receiving the Settlement Class Data
Settlement Administrator establishes and maintains the Settlement Website	14 days after receiving the Settlement Class Data
Settlement Class Counsel files motion for award of attorneys' fees and costs, award of Settlement Class Representative Service Awards, and award of Settlement Administrator expenses	45 days after the date the Settlement Notice is mailed and email
Settlement Administrator will post to the Settlement Website Class Counsel's motion for an award of attorneys' fees, costs, Settlement Class Representative Service Awards, and award of Settlement Administrator expenses	Within 24 hours after the motion is filed with the Court
Deadline for Settlement Class Members to file written request for exclusion or written objection	60 days after the date the Settlement Class Notice is mailed and emailed.
Settlement Administrator provides declaration of due diligence, proof of mailing of Settlement Class Notice, and records of any opt-outs or objections to Settlement Class Counsel and Defendant's Counsel	14 days after Deadline for Exclusion/Objection
Settlement Class Counsel files motions for final approval of Settlement Agreement	30 days before Final Approval Hearing Date (Provide draft to Defendant at least 3 business days in advance)
Court holds Final Approval Hearing	As set by Court (no earlier than 145 days after Preliminary Approval Order)
Settlement Class Counsel provides final Individual Settlement Allocations to Settlement Administrator	14 days after Final Approval Date (Provide draft to Defendant at least 7 days in advance)


Settlement Administrator provides final payment amount, instructions, and W-9 to Defendant	28 days after Final Approval Date
Defendant deposits Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator	14 days after Settlement Effective Date
Deadline to remove Placement Fee Provision from Parent Enrollment Agreements used in Washington Childcare Centers	14 days after the Settlement Effective Date
Settlement Administrator distributes all settlement payments	30 days after Settlement Effective Date
Settlement Check Cashing Deadline	180 days after the date settlement checks are mailed
Settlement Administrator tenders a second distribution in the amount of any uncashed Settlement checks to Participating Settlement Class Members who cashed their checks	Within 60 days after the Settlement Check Cashing Deadline
Second Distribution Check Deadline	180 days after the second distribution checks are mailed
Settlement Administrator distributes uncashed Individual Settlement Allocations to Legal Foundation of Washington and Friends of Youth.	181 days after the second distribution checks are mailed

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Dated: 02/02/2026
Individually And On Behalf Of The Settlement Class,
By: 
Chelsea Rutter, Plaintiff

Dated: _____
By: _____
Magdalena Chavez, Plaintiff

Dated: _____
Bright Horizons Children’s Centers LLC,
By: _____
Its authorized agent

Dated: 1/26/2026
Settlement Class Counsel,
By: 
Toby J. Marshall
TERRELL MARSHALL LAW GROUP PLLC

Dated: _____
Defendant’s Counsel,
By: _____
Derek Bishop
LITTLER MENDELSON, P.C.

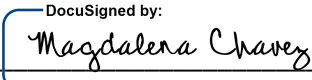
IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Individually And On Behalf Of The Settlement Class,

Dated: _____

By: _____
Chelsea Rutter, Plaintiff

Dated: 1/29/2026

By:  _____
Magdalena Chavez, Plaintiff


Bright Horizons Children’s Centers LLC,

Dated: _____

By: _____
Its authorized agent

Settlement Class Counsel,

Dated: 1/26/2026

By:  _____
Toby J. Marshall
TERRELL MARSHALL LAW GROUP PLLC

Defendant’s Counsel,

Dated: _____

By: _____
Derek Bishop
LITTLER MENDELSON, P.C.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Individually And On Behalf Of The Settlement Class,

Dated: _____

By: _____
Chelsea Rutter, Plaintiff

Dated: _____

By: _____
Magdalena Chavez, Plaintiff

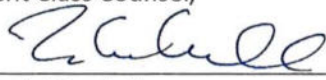
Bright Horizons Children's Centers LLC,

Dated: 2/4/2026

By: 
Its authorized agent
John G. Caragrande

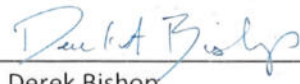
Settlement Class Counsel,

Dated: 1/26/2026

By: 
Toby J. Marshall
TERRELL MARSHALL LAW GROUP PLLC

Defendant's Counsel,

Dated: 2/05/2026

By: 
Derek Bishop
LITTLER MENDELSON, P.C.

- Exhibit A -

La información proporcionada en este aviso está disponible en español en www.WEBSITE.com

If you worked as a teacher at a Bright Horizons childcare center in Washington State between January 1, 2020 and [DATE OF PRELIMINARY APPROVAL], 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 [preliminary approval date], the Court issued an order preliminarily approving the settlement and authorizing the Settlement Administrator [SETTLEMENT ADMINISTRATOR] (“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.

Your Estimated Gross Recovery from the Settlement
\$«MERGED_EstSettAmnt_CALC»

- 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.<<SettlementWebsite>>.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
DO NOTHING	<p>Stay in the Settlement Class. Receive payment. Give up certain rights.</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>By staying in this lawsuit, you give up any rights to sue Defendant separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>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.</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 [DATE]. See Section 11 below for instructions on how to exclude yourself.</p>
OBJECT	<p>Challenge the settlement terms.</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 [DATE] at [TIME]. 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 [DATE]. 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 [DATE]**.
- **Any questions? Read on and visit www.<<SettlementWebsite>>.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 **[DATE]** (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 **[DATE]**. 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-XXX-XXX-XXXX**, emailing **<<Settlement Administrator Email>>**, or by visiting the Settlement Website at **www.<<SettlementWebsite>>.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.<<SettlementWebsite>>.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 [DATE OF PRELIMINARY APPROVAL]**, 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.<<SettlementWebsite>>.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 [SETTLEMENT ADMINISTRATOR] 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. The Settlement Administrator will provide payment to Participating Class Members by direct deposit, where possible. 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 [DATE OF PRELIMINARY APPROVAL].

For a full copy of the Settlement Agreement, please visit: www.<<SettlementWebsite>>.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) directly deposited, where possible; (2) provided as an electronic payment, if elected; or (3) 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 [DATE] at [TIME], 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.<<SettlementWebsite>>.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.

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 **[DATE]**.

The Settlement Administrator is **[SETTLEMENT ADMINISTRATOR]**. You can mail exclusion requests to **[SETTLEMENT ADMINISTRATOR]** at the following address:

Rutter, et al. v. Bright Horizons Family Solutions
c/o **[SETTLEMENT ADMINISTRATOR]**
[ADDRESS]

You can email exclusion requests to **[SETTLEMENT ADMINISTRATOR]** at the following address:

[email]

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 **[DATE]**.

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 3rd 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
936 North 34th St., Suite 300
Seattle, WA 98103

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 and 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 [DATE] at [TIME] in the courtroom of:

The Honorable Haydee Vargas
King County Superior Court
Courtroom: C-203
516 3rd 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.<<SettlementWebsite>>.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 [SETTLEMENT ADMINISTRATOR]
[ADDRESS]
[EMAIL]
[PHONE]

Additional information is available at:

www.<<SettlementWebsite>>.com

The lawyers representing the Settlement Class are:

Beth E. Terrell
Toby J. Marshall
Elizabeth A. Adams
TERRELL MARSHALL LAW GROUP PLLC
936 North 34th St., Suite 300
Seattle, WA 98103
Tel: 206-816-6608
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- Exhibit B -

Email Subject line: Court Ordered Settlement Notice – Rutter v. Bright Horizons

Name

Address

Notice ID:

PIN:



King County Superior Court
State of Washington
Chelsea Rutter et al v. Bright Horizons Family Solutions, Inc.
Case No. 22-2-19810-9 SEA

Notice of Proposed Class Action Settlement

Authorized by the King County Superior Court

Scan this QR code for more information.

La información proporcionada en este aviso está disponible en español en www.WEBSITE.com

Why did you get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Chelsea Rutter et al v. Bright Horizons Family Solutions, Inc.*, brought on behalf of all teachers who worked at a Bright Horizons childcare facility in the state of Washington. You received this notice because **our records indicate you are a member of the group of people affected, called the “class.”** This notice tells you how to get more information about the settlement so you can make an informed decision about what action to take.

Since January 1, 2020, have you worked as a teacher at a Bright Horizons childcare center in Washington? You may be part of a proposed settlement.

The parties have reached a proposed \$3,000,000 settlement. Attorneys for the class will seek \$900,000 in fees and costs of \$XXXX. Your estimated payment will be XXXX.

Your options:	More about each option:
Do Nothing	You will be eligible to get a payment for your share of the Settlement Fund. If the Court approves the settlement, you give up your right to bring your own lawsuit about the issues within this lawsuit.
Opt Out by DATE	Exclude yourself from the settlement. You will get no payment. This option allows you to bring another lawsuit against Bright Horizons about the same issues raised in this lawsuit.
Object by DATE	Tell the Court why you don't like the settlement or the request for attorneys' fees and costs. If the Court approves the settlement, you will still receive payment and give up your right to bring your own lawsuit about the issues within this lawsuit.

**Go to a Hearing on
DATE at TIME**

Ask to speak in Court about the settlement. You may attend and request permission to speak at the hearing but you cannot object to the settlement unless you file an objection by **DATE**.

Things to know:

- This is an important legal document.
- Your rights are affected whether you act or not. If you do not opt out, any ruling from the court will apply to you, and you will not be able to sue Bright Horizons about the same issues. You will receive payment either via check, electronic payment, or direct deposit. If you take no action, you will receive a check. If you prefer an electronic payment or direct deposit, visit www.WEBSITE.com.
- You can learn more at www.WEBSITE.com or by scanning the QR code. If you have questions or need assistance, please contact the Settlement Administrator via email at email, [phone](tel:phone), or via USPS mail at: Rutter v. Bright Horizons Settlement, ADDRESS.

- Exhibit C -

Court-Approved Legal Notice

**King County Superior Court
State of Washington**



This is an important notice about a class action lawsuit. You have been identified as a potential settlement class member and may be entitled to money.

Rutter v. Bright Horizons Family Solutions, Inc.
c/o Settlement Administrator
ADDRESS
CITY, STATE ZIP

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

1 Placeholder:

King County Superior Court
Chelsea Rutter et al v. Bright Horizons Family Solutions, Inc.
Case No. 22-2-19810-9 SEA



Class Action Notice authorized by the King County Superior Court

This is not a solicitation from a lawyer. You are not being sued.

La información proporcionada en este aviso está disponible en español en www.WEBSITE.com

Have you worked as a teacher at a Bright Horizons childcare center in Washington at any time since January 1, 2020?
You may be part of proposed settlement.

The parties have reached a proposed \$3,000,000 settlement. Attorneys for the class will seek \$900,000 in fees and costs of \$XXXX.
Your estimated payment will be approximately \$XXXX.

If you disagree with the settlement or the attorneys' fees, you can object. To object or opt out, you must act by DATE.
The Court will hold a final approval hearing on DATE at TIME. You can visit the website to learn more and review the motion for approval and attorneys' fees request.

Key Things to Know:

- Your rights are affected whether you act or not. If you do not opt out, any ruling from the court will apply to you, and you will not be able to sue Bright Horizons about the same issues. You will receive payment via check, electronic payment, or direct deposit. If you want an electronic payment or direct deposit, visit www.WEBSITE.com.
- You can learn more at www.WEBSITE.com or by scanning the QR code. If you have questions, contact the Settlement Administrator via email at email_phone, or via USPS mail at: Rutter v. Bright Horizons c/o Settlement Administrator, ADDRESS.