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[EXEMPT FROM FILING FEES
UNDER GOV. CODE, § 6103]

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

14
15 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

16 Plaintiff,

17 v.

18 **HCA HEALTHCARE, INC., and
19 HEALTHTRUST WORKFORCE
SOLUTIONS, LLC,**

20 Defendants.
21

Case No. 25CV471131

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

22 The People of the State of California (“People”), appearing through their attorney, Rob
23 Bonta, Attorney General of the State of California, by Deputy Attorney General Holly C.
24 Mariella, and HCA Healthcare, Inc., and HealthTrust Workforce Solutions, LLC (collectively,
25 “Defendants”), appearing through their attorney, Alice S. Fisher of Latham & Watkins LLP,
26 having stipulated to the entry of this Judgment by the Court without the taking of proof and
27 without trial or adjudication of any fact or law, without this Judgment constituting evidence of or
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1 an admission by Defendants regarding any issue of law or fact alleged in the Complaint, without
2 Defendants admitting any liability regarding allegations of violations that occurred prior to entry
3 of this Judgment, and with all parties having waived their right to appeal from the Judgment, and
4 the Court having considered the matter and good cause appearing:

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

6 1. This Court has jurisdiction over the allegations and subject matter of the People's
7 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
8 this Court has jurisdiction to enter this Judgment.

9 **DEFINITIONS**

10 2. The following definitions shall apply for purposes of this Judgment:

- 11 A. "Affiliates" means any entity that, at the time of the facts alleged in the
12 Complaint, the time of entry of this Judgment, or any future date, directly
13 or indirectly controls or controlled, is or was controlled by, or is or was
14 under common control with the specified entity. For purposes of this
15 definition, "control" means the possession, directly or indirectly, of the
16 power to direct or cause the direction of the management and policies of an
17 entity, whether through the ownership of voting securities, by contract, or
18 otherwise. For avoidance of doubt, each HCA Hospital is an Affiliate of
19 HCA for purpose of this Judgment.
- 20 B. "Assisting Others" includes, but is not limited to: (i) consulting in any form
21 whatsoever; (ii) providing administrative or operational support services;
22 (iii) communicating with RNs about the Registered Nurse Training
23 Programs, the TRA, or the TRA Payment Obligation, except to the extent
24 required under the terms of this Judgment or any order entered in *Rum v.*
25 *HCA Healthcare, Inc. et al.* (Case No. 2:23-cv-05142, United States
26 District Court for the Central District of California); (iv) formulating or
27 providing, or arranging for the formulation or provision of, any advertising
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1 or marketing material, including but not limited to, telephone scripts;
2 recruitment flyers, pamphlets, scripts, or presentations; or the text of any
3 Internet website, email, or other electronic communication or
4 advertisement; (v) formulating or providing, or arranging for the
5 formulation or provision of, any marketing support material or service,
6 including but not limited to, web or Internet Protocol addresses or domain
7 name registration for any Internet websites, affiliate marketing services, or
8 media placement services; (vi) providing names of, or assisting in the
9 recruitment of, potential RNs to work for Defendants; (vii) performing
10 marketing, billing, payment, paycheck deductions, or debt collection
11 services of any kind; and (viii) acting or serving as an owner, officer,
12 director, manager, or principal of any entity.

13 C. “Consumer Reporting Agencies” is synonymous in meaning and equal in
14 scope to the definition of the term, as of the date of entry of this Judgment,
15 in § 603 of the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f), and
16 includes “any person which, for monetary fees, dues, or on a cooperative
17 nonprofit basis, regularly engages in whole or in part in the practice of
18 assembling or evaluating consumer credit information or other information
19 on consumers for the purpose of furnishing consumer reports to third
20 parties, and which uses any means or facility of interstate commerce for the
21 purpose of preparing or furnishing consumer reports.”

22 D. “HCA” means HCA Healthcare, Inc. and its successors and assigns.

23 E. “HCA Hospital” means any healthcare facility in the State of California
24 owned or operated by HCA, during the Relevant Period, where RNs were
25 trained or employed.

26 F. “Redress Check” means the financial instrument used to convey redress to
27 Redress Consumers.
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- 1 G. “Redress Consumers” means all RNs who, during the period of January
2 2017 through the date of entry of this Judgment, were employed by HCA
3 or its Affiliates in the State of California and made payments, directly or
4 indirectly, to Defendants in satisfaction of amounts owed under the training
5 repayment provisions of a TRA in connection with a Registered Nurse
6 Training Program.
- 7 H. “Redress Notice” means a document notifying Redress Consumers who are
8 entitled to redress of their right to redress, including the voiding of the
9 amount(s) relating to the TRAs, as described in Paragraph 11.
- 10 I. “Redress Plan” means the plan developed by Defendant to provide redress
11 to Redress Consumers as set out in Paragraph 11.
- 12 J. “Redress Report” means a report provided to the Attorney General as set
13 out in Paragraph 11.
- 14 K. “Registered Nurse (RN)” means a person who has graduated from a state-
15 accredited nursing school, has met the requirements outlined by a county,
16 state, or other government-authorized licensing body to obtain a nursing
17 license, and is licensed by a state board of nursing. For the purpose of this
18 Judgment, “Registered Nurse” and “RN” refer to individuals who worked
19 in an HCA Hospital located in California during the Relevant Period.
- 20 L. “Registered Nurse Training Program” means any internal HCA Registered
21 Nurse continuing education or training programs that Defendants offer or
22 provide to RNs employed at HCA Hospitals in the State of California in
23 connection with a TRA Payment Obligation included in a TRA, including
24 the StaRN Program.
- 25 M. “Relevant Period” includes the period from January 1, 2017, to the date of
26 entry of this Judgment.
- 27 N. “Training Repayment Agreement (TRA)” means any agreement entered
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1 into between Defendants and an RN employed at an HCA Hospital in the
2 State of California in connection with the RN's participation in a
3 Registered Nurse Training Program, including StaRN, wherein the RN
4 agreed that, should his or her employment terminate prior to the end of a
5 stipulated period, he or she would pay Defendants, including their
6 subsidiaries or an HCA Hospital, a stipulated prorated amount for the
7 stated value of the Registered Nurse Training Program.

8 O. "TRA Payment Obligation" means any payment obligation arising from a
9 TRA in connection with a Registered Nurse Training Program during the
10 Relevant Period.

11 **INJUNCTION**

12 3. Nothing in this Judgment alters the requirements of federal or state law to the
13 extent they offer greater protection.

14 4. The injunctive provisions of this Judgment shall become effective immediately
15 upon entry of this Judgment and shall apply to Defendants as well as their successors and the
16 assigns of all or substantially all of the assets of their business, and their directors, officers,
17 employees, agents, independent contractors, and representatives.

18 5. Defendants and their Affiliates shall be and hereby are permanently enjoined and
19 restrained from engaging in any of the following acts or practices:

- 20 A. Participating in, or Assisting Others in, advertising, marketing, promoting,
21 offering, imposing, providing, collecting on, or furnishing information to
22 Consumer Reporting Agencies relating to any TRA;
- 23 B. Receiving any remuneration or other consideration from, holding any
24 ownership interest in, providing services to, or working in any capacity for
25 any person engaged in or Assisting Others in advertising, marketing,
26 promoting, offering, imposing, providing, collecting on, or furnishing
27 information to Consumer Reporting Agencies relating to any TRA;
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- 1 C. Collecting, or attempting to collect, any TRA Payment Obligations in
2 connection with a TRA entered between an RN and Defendants;
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4 D. Deducting money from the paycheck of, or attempting to deduct money in
5 satisfaction of amounts owed pursuant to a TRA Payment Obligation, from
6 the paycheck of, any RN who entered a TRA in connection with a
7 Registered Nurse Training Program with Defendants;
8
9 E. Retaining money paid by or taken from the paychecks of an RN in
10 satisfaction of a TRA Payment Obligation during the Relevant Period;
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12 F. With respect to any and all practices in connection with all TRAs, violating
13 the Unfair Competition Law, California Business and Professions Code
14 section 17200 et seq.; California Labor Code section 2802; California
15 Labor Code section 2802.1; the Consumer Financial Protection Act of
16 2010, 12 U.S.C. § 5531 et seq.; and the California Consumer Financial
17 Protection Law, California Finance Code section 90000 et seq.

18 6. Nothing in this Judgment shall be read as an exception to paragraph 5.

19 7. All amounts owed under the provisions of a TRA entered into during the Relevant
20 Period are to be permanently treated as void and invalid from the date of entry of this Judgment.

21 8. Within thirty (30) days of the entry of this Judgment, Defendants must submit to
22 any Consumer Reporting Agency to whom they, or anyone on their behalf, previously furnished
23 information relating to any TRA in connection with a Registered Nurse Training Program
24 associated with any RN, to the extent that any information was furnished, a request to delete
25 information furnished about the invalid TRAs for such consumers.

26 **MONETARY PROVISIONS**

27 9. Monetary Payment to Plaintiff

28 A. Within thirty (30) days of the date of entry of this Judgment, Defendants shall
pay one million, one-hundred and sixty-two thousand, and nine hundred
dollars (\$1,162,900) by wire transfer to the California Attorney General's

Office pursuant to instructions provided by the California Attorney General's Office. Amounts paid under this Paragraph will, in amounts determined at the sole discretion of the California Attorney General, be (i) used by the California Attorney General's Office for restitution and administration of restitution to consumers; or (ii) deposited in the California Victims of Consumer Fraud Restitution Fund. The California Attorney General's Office may use the funds under this Paragraph to pay for costs of administration, including the costs of a third-party administrator. Any amounts not so used within one year of the date of entry this Judgment shall be allocated in accordance with section 17206, subdivision (c), of the Business and Professions Code, and the state's portion of these funds and any interest accrued thereon shall be for the exclusive use by the Attorney General for the enforcement of consumer protection laws, pursuant to section 17206, subdivision (c)(4), of the Business and Professions Code.

10. Restitution Payment

A. Defendants must provide restitution for at least the following:

- i. The amount of money that each Redress Consumer paid to Defendants or their agents in connection with TRAs plus Redress Consumers' estimated loss of use of funds (calculated using a cost of living adjustment based on the average Consumer Price Index (CPI) in 2025 (318.85) divided by the average CPI over the 2018-2023 time period (271.36) as set forth on the U.S. Bureau of Labor and statistics website), excluding any refund of that amount provided to the Redress Consumer related to Defendants' TRAs in connection with *Rum v. HCA Healthcare, Inc. et al.* (Case No. 2:23-cv-05142, United States District Court for the Central District of California); and

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- ii. The amount that Defendant deducted from the paychecks of Redress Consumers in connection with TRAs plus Redress Consumers' estimated loss of use of funds (calculated using a cost of living adjustment based on the average Consumer Price Index (CPI) in 2025 (318.85) divided by the average CPI over the 2018-2023 time period (271.36) as set forth on the U.S. Bureau of Labor and statistics website), excluding any refund of that amount provided to the Redress Consumer related to Defendants' TRAs in connection with *Rum v. HCA Healthcare, Inc. et al.* (Case No. 2:23-cv-05142, United States District Court for the Central District of California).

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11. Redress Plan

A. Within thirty (30) days of the date of entry of this Judgment, Defendants must submit to the Attorney General for review and non-objection a comprehensive written plan for providing redress consistent with this Judgment (Redress Plan). The Attorney General will have the discretion to provide a non-objection to the Redress Plan or direct Defendants to revise it. If the Attorney General directs Defendants to revise the Redress Plan, Defendants must revise and resubmit the Redress Plan to the Attorney General within thirty (30) days.

B. The Redress Plan must, at a minimum,

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- i. include a final list of all Redress Consumers and the amount of the refund that the Defendants will provide or have provided to each Redress Consumer to comply with Paragraph 10.A;
 - ii. include the form of the letter (Redress Notice) and envelope to be sent notifying Redress Consumers who are entitled to redress of their right to redress, including the voiding of the amounts owed relating to the TRAs described in Paragraph 7; the Redress Notice must include a

statement that the notice is being issued in accordance with the terms of this Judgment;

iii. describe the process for providing redress to Redress Consumers, which must include requirements that:

- a. Defendants or their agent(s) must send each Redress Consumer, or their authorized representative, a Redress Check or other payment in the amount of the refund required by Paragraph 10.A, unless no additional refund is required;
- b. if a Redress Notice or Redress Check is returned as undeliverable or Defendants are otherwise unsuccessful in remitting payment to a Redress Consumer, Defendants or their agent(s) must make additional reasonable attempts to contact the Redress Consumer; and
- c. any redress amount unclaimed after 180 days from the date the check was mailed or remailed, whichever is later, shall be transferred to the California State Controller's Office in accordance with California's Unclaimed Property Law (Code of Civil Procedure section 1500 et seq.), and any reporting requirements promulgated thereunder by the State Controller, so that it will be available to be claimed by Redress Consumers.

C. Defendants shall be deemed to have completed the Redress Plan only once they have implemented and adhered to the Redress Plan described in Paragraph 11.B, including, for the avoidance of doubt, the mailing of all payments for the amounts described in Paragraph 10.A.

D. Within thirty (30) days of completing the Redress Plan, Defendants or their agent(s) must submit to the Attorney General a Redress Report detailing the number of Redress Consumers who received redress, the total amount of

1 redress paid to those Redress Consumers, and the total amount to be
2 transferred to the California State Controller's Office in accordance with
3 California's Unclaimed Property Law (Code of Civil Procedure section 1500
4 et seq.) as set forth in Paragraph 11.B.

5 E. Defendants may not condition the payment of any redress to any Redress
6 Consumer under this Judgment on that Redress Consumer waiving any right.

7 F. Defendants shall not treat any redress payment to any Redress Consumer
8 under this Judgment as wages or employment income.

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10 12. Timeline for Restitution Payments

11 A. Plaintiff's Motion for Preliminary Approval of Class and PAGA Action
12 Settlement (Proposed Class Action Settlement) was granted on June 23, 2025,
13 in *Rum v. HCA Healthcare, Inc. et al*, Case No. 2:23-CV-05142 in the United
14 District Court for the Central District of California (*Rum v. HCA Healthcare*).
15 Pursuant to the Proposed Class Action Settlement, Defendants would provide
16 monetary repayment to Participating Settlement Class Members, defined as
17 "all current and former non-exempt registered nurses for [Defendants], in
18 California, for the period of April 19, 2019 through February 1, 2024, who
19 entered into a StaRN Promissory Note and/or StaRN Program Agreement and
20 whose employment ended prior to the end of the term of service period
21 stipulated in the StaRN Promissory Note and/or StaRN Program Agreement,
22 or who was still employed by a Defendant and within the term of service
23 period as of February 1, 2024."

24 B. In the event that final approval of the Proposed Class Action Settlement in
25 *Rum v. HCA Healthcare* is denied on or before June 30, 2026, Defendants
26 must mail Redress Checks and Redress Notices within thirty (30) days of such
27 denial and must implement and adhere to the Redress Plan described in
28 Paragraph 11.B of this Judgment.

- 1 C. In the event that Defendants have not completed provision of monetary
2 repayment to Participating Settlement Class Members pursuant to *Rum v.*
3 *HCA Healthcare* on or before June 30, 2026, Defendants must immediately
4 mail all Redress Checks and Redress Notices and must implement and adhere
5 to the Redress Plan described in Paragraph 11.B of this Judgment.
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7 D. In the event that Defendants complete provision of monetary repayment to
8 Participating Settlement Class Members pursuant to *Rum v. HCA Healthcare*
9 on or before June 30, 2026, Defendants must mail Redress Checks for any
10 remaining amounts due under this Judgment and Redress Notices within thirty
11 (30) days of the completion of provision of monetary repayment pursuant to
12 *Rum v. HCA Healthcare*, and must implement and adhere to the Redress Plan
13 described in Paragraph 11.B of this Judgment.

14 **ADDITIONAL MONETARY PROVISIONS**

15 13. In the event of any default on Defendants' obligations to make a monetary
16 payment under Paragraph 9 of this Judgment, interest, computed under California Code of Civil
17 Procedure section 685.010, will accrue on any outstanding amounts not paid from the date of
18 entry of this Judgment to the date of payment, and will immediately become due and payable.

19 14. Defendants must relinquish all dominion, control, and title to the funds paid to the
20 fullest extent permitted by law and no part of the funds may be returned to Defendants.

21 15. Defendants acknowledge that their Taxpayer Identification Numbers, which
22 Defendants shall submit to the Attorney General, may be used for collecting and reporting on any
23 delinquent amount arising out of this Judgment.

24 **MODIFICATIONS**

25 16. The Parties may modify this Judgment by written stipulation filed with the Court.
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27 **CONSUMER INFORMATION**

17. Defendants and their officers, agents, servants, and employees, whether acting directly or indirectly, are permanently restrained from disclosing, using, or benefiting from financial information belonging to an RN who entered a TRA in connection with a Registered Nurse Training Program, including a credit card, bank account, or other financial account, that Defendants obtained before the date of entry of this Judgment in connection with their recovery of amounts due under the TRAs. However, this information may be disclosed if requested by a government agency or required by law, regulation, or court order.

REPORTING REQUIREMENTS

18. Defendants must notify the Attorney General's Office of any development that may affect compliance obligations arising under this Judgment, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Judgment; the filing of any bankruptcy or insolvency proceeding by or against Defendants; or a change in Defendants' name or address. Defendants must provide this notice, if practicable, at least 30 days before the development, but in any case no later than fourteen (14) days after the development.

19. Within seven (7) days of the entry of this Judgment, Defendants must: (a) designate at least one telephone number and email, physical, and postal addresses as points of contact that the Attorney General may use to communicate with Defendants; and (b) designate at least one telephone number and email and postal addresses as points of contact for consumers with inquiries related to consumer relief under this Judgment.

20. Defendants must report any change in the information required to be submitted under Paragraph 19 at least thirty (30) days before the change or as soon as practicable after learning about the change, whichever is sooner.

RECORDKEEPING

21. For at least two (2) years from the date of completion of the Redress Plan, Defendants must create and/or retain the following business records: (a) all documents and

1 records necessary to demonstrate full compliance with the Redress Plan and each provision of this
2 Judgment, including all submissions to the Attorney General; and (b) all documents and records
3 pertaining to the Redress Plan.

4 22. All documents and records must be maintained in their original electronic format.
5 Data should be centralized, and maintained in such a way that access, retrieval, auditing, and
6 production are not hindered.

7 23. Defendants must make the documents identified in Paragraph 21 available to the
8 Attorney General upon request.

9 **COOPERATION WITH THE ATTORNEY GENERAL**

10 24. Defendants must cooperate fully to help the Attorney General determine the
11 identity and location of, and the amount of injury sustained by, each Redress Consumer.
12 Defendants must provide such information in their or their agents' possession or control within
13 fourteen (14) days of receiving a written request from the Attorney General.

14 25. Defendants and their Affiliates must notify the Attorney General, via the means set
15 forth in Paragraph 33 below, of their use of Training Repayment Agreements in the State of
16 California at least thirty (30) days prior to such use.

17 **ADDITIONAL PROVISIONS**

18 26. Nothing in this Judgment shall preclude the People from making and obtaining a
19 response to investigative demands from Defendants as otherwise provided by law under
20 Government Code section 11180 et seq., Business and Professions Code section 17508, or other
21 legal authorization.

22 27. The provisions of this Judgment do not bar, estop, or otherwise prevent the
23 Attorney General from taking any other action against Defendants, except as described in
24 Paragraph 28. Further, for the avoidance of doubt, the provisions of this Judgment do not bar,
25 estop, or otherwise prevent any other person or governmental agency from taking any action
26 against Defendants.
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1 28. The People release and discharge Defendants and their Affiliates from all potential
2 liability for law violations that the People have or might have asserted based on any and all
3 practices in connection with all TRAs, or that the People have or might have asserted based on
4 the practices described in the People's Complaint, to the extent such practices occurred before the
5 date of entry of this Judgment. This release does not preclude or affect any right of the People to
6 determine and ensure compliance with this Judgment, or to seek penalties for any violations of
7 this Judgment.

8 29. Except where this Judgment expressly provides otherwise, all other provisions of
9 this Judgment will terminate on the later of two (2) years from the date of completion of the
10 Redress Plan or two (2) years from the most recent date that the People initiate an action alleging
11 any violation of this Judgment by Defendants if such action is initiated within two (2) years of
12 completion of the Redress Plan. If such action is dismissed or the relevant adjudicative body rules
13 that Defendants did not violate any provision of the Judgment, and the dismissal or ruling is either
14 not appealed or upheld on appeal, then the non-permanent provisions of the Judgment will
15 terminate as though the action had never been filed. The Judgment will remain effective and
16 enforceable until such time, except to the extent that any provisions of this Judgment have been
17 amended, suspended, waived, or terminated in writing by the People or their designated agent.

18 30. Calculation of time limitations will be based on calendar days, unless otherwise
19 noted.

20 31. Should any Defendant seek to transfer or assign any part of its operations that are
21 subject to this Judgment, such Defendant must, as a condition of sale, obtain the written
22 agreement of the transferee or assignee to comply with all applicable provisions of this Judgment.

23 32. Jurisdiction is retained by the Court for the purpose of enabling any party to the
24 Judgment to apply to the Court at any time for such further orders and directions as may be
25 necessary or appropriate for the construction or the carrying out of this Judgment, for the
26 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,
27 and for the punishment of violations hereof, if any.

33. Any notices required to be sent to the People or to Defendants under this Judgment shall be sent by email and certified mail to the following. Any party may update its designee or address by sending written notice to the other party informing them of the change.

a. For the People of the State of California:

Deputy Attorney General Holly C. Mariella
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b. For Defendants:

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katherine.sawyer@lw.com
nathan.saper@lw.com

34. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at San Jose, California.

DATED:

JUDGE OF THE SUPERIOR COURT