

Exhibit 1

Settlement

Agreement

[Counsel listed on following page]

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JACQUI RUM, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

HCA HEALTHCARE, INC., a
Delaware Corporation;
HEALTHTRUST WORKFORCE
SOLUTIONS, LLC, a Tennessee
Limited Liability Company; LOS
ROBLES REGIONAL MEDICAL
CENTER, a California Corporation;
and DOES 1 through 100, inclusive

Defendants.

Case No. 2:23-CV-05142-JFW(BFMx)

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT**

Complaint Filed: April 19, 2023

FAC Filed: May 10, 2023

Removed: June 30, 2023

Trial Date: April 29, 2025

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28 CENTER

1 **I. INTRODUCTION**

2 This Joint Stipulation of Class Action and PAGA Action Settlement
3 (“Settlement Agreement” or “Settlement” or “Agreement”) is made and entered into
4 by and between Plaintiff Jacqui Rum (“Plaintiff”) and Defendants HCA Healthcare,
5 Inc., Healthtrust Workforce Solutions, LLC, Los Robles Regional Medical Center,
6 San Jose Healthcare System, LP d/b/a Regional Medical Center of San Jose, Good
7 Samaritan Hospital, LP d/b/a Good Samaritan Hospital, West Hills Hospital, and
8 Columbia Riverside, Inc. d/b/a Riverside Community Hospital (collectively
9 “Defendants”). Plaintiff and Defendants may be collectively referred to herein as the
10 “Parties” and each may be individually referred to herein as a “Party”. This
11 Agreement sets forth the Parties’ class action settlement to resolve all of the claims
12 that have been asserted in the above-captioned action (the “Action”). This
13 Agreement is subject to Court approval.

14 **II. DEFINITIONS**

15 The following definitions are applicable to the Settlement Agreement.
16 Definitions contained elsewhere in the Settlement Agreement also shall be
17 applicable.

18 1. “Action” means *Jacqui Rum v. HCA Healthcare, Inc. et al.*, Central
19 District of California, Case No. 2:23-CV-05142-JFW(BFMx).

20 2. “California Facility” or “California Facilities” means Los Robles
21 Regional Medical Center; West Hills Hospital; San Jose Healthcare System, LP dba
22 Regional Medical Center of San Jose; Columbia Riverside, Inc. dba Riverside
23 Community Hospital; and Good Samaritan Hospital, LP dba Good Samaritan
24 Hospital.

25 3. “Class Counsel” means David P. Myers, Jason Hatcher, and Andriana
26 N. Bravo of The Myers Law Group, A.P.C.

27 4. “Class Counsel Expenses” means the amount of actual litigation
28 expenses Class Counsel incurred in connection with the Action, including without

1 limitation, their pre-filing investigation, the filing of the Action and all related
2 litigation activities, the costs associated with mediation and resolution of the Action,
3 this Settlement and filing for Court approval, and all post-Settlement compliance
4 procedures. Defendants agree not to object to a request that the Court approve Class
5 Counsel Expenses of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

6 5. "Class Counsel Fees" means the amount of attorneys' fees paid to
7 compensate Class Counsel for their services rendered, and to be rendered, to Plaintiff
8 and the Class Members in connection with the Action. Defendants agree to pay Six
9 Hundred Twenty Thousand Dollars and Zero Cents (\$620,000.00) to Class Counsel
10 for Class Counsel Fees, subject to the Court's final approval of the Settlement.

11 6. "Class List" means the final list of Settlement Class Members, provided
12 by Defendants to the Settlement Administrator, and confirmed by Class Counsel,
13 that includes each Settlement Class Member's full name; last known address and
14 phone number; and employee ID number. The Class List shall be formatted as a
15 Microsoft Excel spreadsheet or equivalent format and shall be provided to the
16 Settlement Administrator and Class Counsel after Preliminary Approval of this
17 Settlement.

18 7. "Complaint(s)" means the Second Amended Complaint, attached as
19 Exhibit B, that will be filed in this Action in the Central District of California, U.S.
20 District Court.

21 8. "Court" means the Central District of California, U.S. District Court.

22 9. "Defendants" means HCA Healthcare, Inc., Healthtrust Workforce
23 Solutions, LLC, Los Robles Regional Medical Center, San Jose Healthcare System,
24 LP d/b/a Regional Medical Center of San Jose, Good Samaritan Hospital, LP d/b/a
25 Good Samaritan Hospital, West Hills Hospital, and Columbia Riverside, Inc. d/b/a
26 Riverside Community Hospital.

27 10. "Defense Counsel" means Richard J. Simmons, Jason W. Kearnaghan,
28 Melanie M. Hamilton, Bryanne J. Lewis, and Ian A. Michalak of Sheppard, Mullin,

1 Richter & Hampton LLP.

2 11. “Effective Date” means the date on which this Settlement becomes
3 final. The Settlement “becomes final” only after the Court grants the Motion for
4 Final Approval and upon service of the Notice of Entry of Order and/or Judgment,
5 and upon the latter of: (i) if no appeal or other challenge is filed, the thirty-first (31st)
6 day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date
7 affirmance of an appeal of the Order Granting Final Approval and/or Judgment
8 becomes final under the California Rules of Court; or (iii) the date of final dismissal
9 of any appeal from the Order Granting Final Approval and/or Judgment or the final
10 dismissal of any proceeding on review of any court of appeal decision relating to the
11 Order Granting Final Approval and/or Judgment, and issuance of remittitur.

12 12. “Final Approval” means the Court order granting final approval of the
13 Settlement Agreement.

14 13. “Indemnification of Participating Settlement Class Members” or
15 “Indemnification of PSCM” means Defendants, or Defendants’ present or future
16 parent companies, shall indemnify, reimburse, defend, and hold harmless Plaintiff
17 and each Participating Settlement Class Member and their respective successors,
18 assigns, and heirs for any and all claims, causes of action, indebtedness, liabilities,
19 demands, obligations, guarantees, financial loss, damage, injury, sanction, judgment,
20 litigation costs, litigation expenses, interest, charges, late charges, collection costs,
21 penalties, reasonable attorney’s fees, expert witness fees, investigator fees, court
22 costs, costs and fees associated with arbitration or litigation or mediation, including
23 but not limited to the cost of defense (“Indemnification Costs”) that any Participating
24 Settlement Class Member incurs or incurred on or after February 2, 2024 (whether
25 via renewal of prior collection effort(s) or a newly initiated collection effort(s)),
26 directly resulting from collection efforts from Defendants, an HCA-affiliate, any
27 third party collection agency and/or any Released Party against a Participating
28 Settlement Class Member and/or his/her respective successors, assigns, and heirs in

1 connection with the StaRN Payment Obligations. For the avoidance of doubt, this
2 provision does not apply to any Indemnification Costs incurred prior to February 2,
3 2024 (or written notification as detailed below). So that Defendants can
4 expeditiously quash any such collection efforts, after the Notice of Judgment
5 (Exhibit D) mailing date, Participating Settlement Class Members must place
6 Defendants on written notice within thirty (30) calendar days of (i) the Notice of
7 Judgment mailing date for collection efforts that Participating Settlement Class
8 Members were subject to prior to the Notice of Judgment mailing date or (ii) the
9 Participating Settlement Class Member's receipt of collection efforts that
10 Participating Settlement Class Members are subject to after the Notice of Judgment
11 mailing date—failing to provide such written notice to Defendants (“Indemnification
12 Notice”) waives the right to indemnification of costs and expenses, reasonable
13 attorney's fees, and expert witness fees for services not provided by or through
14 Defendants in response to the collection efforts. In addition, under this Settlement,
15 Defendants, or Defendants' present or future parent companies, shall have no
16 indemnification or reimbursement obligations whatsoever (in any form) for any
17 Indemnification Costs that any Participating Settlement Class Member incurs on or
18 after February 2, 2024 and prior to providing written Indemnification Notice.
19 Participating Settlement Class Members shall make reasonable efforts to avoid
20 incurring any Indemnification Costs after providing written Indemnification Notice.

21 14. “Judgment” means judgment in this Action, including the Judgment by
22 Consent, pursuant to this Settlement substantially in the form attached hereto as
23 Exhibit C.

24 15. “Judgment by Consent” means the Judgment by Consent established by,
25 and incorporated by reference herein, the Stipulation for Judgment by Consent and
26 [Proposed] Judgment attached as Exhibit C to be entered upon Final Approval that
27 renders 100% of the value of any StaRN Pay Obligation incurred by the Participating
28 Settlement Class Members null and void.

1 16. “LWDA Notice” means the letter sent by Plaintiff to the Labor and
2 Workforce Development Agency (“LWDA”) on April 21, 2023 providing notice
3 pursuant to the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

4 17. “LWDA Settlement Notice” means the notice that Plaintiff and Class
5 Counsel will submit to the LWDA with a copy of this Settlement Agreement
6 pursuant to Labor Code §2699(1)(2). Plaintiff and Class Counsel, will submit a copy
7 of the Court’s judgment in this action to the LWDA pursuant to Labor Code §
8 2699(1)(3).

9 18. “Notice of Class Action and PAGA Action Settlement” and/or “Notice
10 of Settlement” means the notice (substantially in the form attached hereto as Exhibit
11 A) that the Court approves and orders to be sent to all Settlement Class Members
12 advising them of the terms of and their rights under the Settlement Agreement.

13 19. “Notice of Judgment” and/or “Notices of Judgment” means the notice
14 (substantially in the form attached hereto as Exhibit D) that the Court approves and
15 orders to be sent to all Participating Settlement Class Members advising them that
16 Judgment was entered that establishes (i) any StaRN Pay Obligations are null and
17 void; and (ii) indemnification by Defendants for the Participating Settlement Class
18 Member pursuant to the Indemnification of Participating Settlement Class Members
19 terms in this Settlement.

20 20. “PAGA Employees” means all current and former non-exempt
21 registered nurses employed by Defendants in the state of California during any part
22 of the period from April 19, 2022 through February 1, 2024, who entered into a
23 StaRN Promissory Note and/or StaRN Program Agreement, and whose employment
24 ended prior to the end of the term of service period in the StaRN Promissory Note
25 and/or the StaRN Program Agreement that would extinguish the StaRN Pay
26 Obligation or whose employment is still subject to the StaRN Pay Obligation under
27 the StaRN Promissory Note and/or StaRN Program Agreement.

28 21. “PAGA Payment” means the total amount of Twenty Thousand Dollars

and Zero Cents (\$20,000.00) allocated to satisfy any claim for civil penalties as set forth in the PAGA Released Claims. Seventy-five percent (75%), or Fifteen Thousand Dollars and Zero Cents (\$15,000.00), of the PAGA Payment shall be paid to the California Labor & Workforce Development Agency (“LWDA”) and twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), shall be paid to the PAGA Employees on a pro rata basis.

22. “PAGA Employee Payment” means the proportional share of 25% of the PAGA Payment made to the PAGA Employees.

23. “PAGA LWDA Payment” means the 75% of the PAGA Payment made to the LWDA.

24. “PAGA Period” means April 19, 2022 through February 1, 2024.

25. “PAGA Released Claims” means any and all claims, causes of action, liabilities, demands, obligations, litigation costs, litigation expenses, interest, charges, costs, attorney’s fees for civil penalties: under the California Private Attorneys General Act of 2004, Labor Code §§2698, *et seq.* as alleged (asserted) in the Eighth Cause of Action in the Second Amended Complaint for the PAGA Period against the Released Parties, and claims against the Released Parties reasonably arising from or reasonably related to the facts and claims alleged in the Second Amended Complaint, and the alleged violations of Labor Code §§ 2802, 2802.1, and 2804 in the LWDA Notice, or that could have been reasonably raised based on the facts and claims in the Second Amended Complaint or that could have been reasonably raised based on the facts and claims alleging violations of Labor Code §§ 2802, 2802.1 and 2804 in the LWDA Notice.

26. “Participating Settlement Class Members” or “PSCM” means all Settlement Class Members who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in the Settlement Agreement. A Settlement Class Member who submits a request for exclusion will still be bound by the PAGA Release Claims.

27. “Participating Settlement Class Members Released Claims” means any and all claims, causes of action, debts, liabilities, demands, obligations, guarantees, litigation costs, litigation expenses, interest, charges, costs, attorney’s fees, damages, and allegations in the Second Amended Complaint for the First Cause of Action under Labor Code §§ 2802, 2802.1, and 2804 and Sixth Cause of Action under Business and Professions Code §§ 17200, *et seq.* by the Participating Settlement Class Members against the Released Parties and all potential claims against the Released Parties reasonably arising from or reasonably related to the facts and claims alleged in the Second Amended Complaint for the Settlement Class Period of April 19, 2019 to February 1, 2024.

28. “Parties” means Plaintiff and Defendants, collectively.

29. “Plaintiff” and “Class Representative” means the named plaintiff in the Action: Jacqui Rum.

30. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

31. “Qualified Settlement Account” means the account established by the Settlement Administrator, into which the StaRN Reimbursement Payment to Participating Settlement Class Members, Class Counsel Expenses, Class Counsel Fees, PAGA LWDA Payment, PAGA Employee Payment, Settlement Administration Costs and Representative Service Award shall be deposited.

32. “Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in addition to any other payments to Plaintiff in this Settlement (if applicable), in exchange for a general release pursuant to Civil Code §1542 and recognition of her efforts and work in prosecuting the Action on behalf of the Settlement Class Members.

33. “Release by Plaintiff Jacqui Rum” means the release for Plaintiff Jacqui Rum, individually, pursuant to Paragraph 66.

1 34. “Released Parties” means Defendants and each of their past, present and
2 future agents, employees, servants, officers, directors, managing agents, members,
3 owners (whether direct or indirect), partners, trustees, representatives, shareholders,
4 stockholders, attorneys, parents, subsidiaries, equity sponsors, related or affiliated
5 companies, corporations, and/or partnerships, divisions, assigns, predecessors,
6 successors, affiliates, actual or alleged alter-egos, insurers, reinsurers, payroll
7 agencies, joint venturers, Benefit Recovery Group (“BRG”) and any affiliate or
8 successor of BRG, third party collection agencies, actual or alleged joint employers
9 of PSCM, actual or alleged common law employers of PSCM, actual or alleged dual
10 employers of PSCM, actual or alleged co-employers of PSCM, any person and/or
11 entity with potential or alleged to have joint liability based on the claims in the
12 Second Amended Complaint, and all of their respective past, present and future
13 employees, directors, officers, members, owners, agents, representatives, attorneys,
14 stockholders, fiduciaries, parents, subsidiaries, and any and all persons and/or
15 entities acting under, by, through or in concert with any of them.

16 35. “Response Deadline” means the deadline by which Settlement Class
17 Members must postmark their request to be excluded from the Settlement or for
18 Participating Settlement Class Members to dispute information in the Notice of
19 Settlement, via mail, to the Settlement Administrator. The Response Deadline is also
20 the deadline by which Participating Settlement Class Members must mail any
21 objections to Class Counsel and Defense Counsel and the Settlement Administrator.
22 The Response Deadline shall be thirty (30) calendar days from the initial mailing of
23 the Notice of Settlement by the Settlement Administrator, unless the 30th day falls
24 on a Sunday or federal holiday, in which case the Response Deadline will be
25 extended to the next day on which the U.S. Postal Service is open.

26 36. “Second Amended Complaint” means Exhibit B to this Settlement that
27 the Parties will stipulate to be filed effective as of the date the Court grants
28 preliminary approval. The Second Amended Complaint shall incorporate all of the

California Facilities of Defendants during the Class Period. Should the Settlement not receive Final Approval, the Second Amended Complaint shall have no force and effect, and pursuant to this Paragraph 36, the Parties and the Action shall return to their respective positions prior to the earliest date this Settlement was signed. This is a material provision of this Settlement.

37. “Settlement”, “Settlement Agreement” or “Agreement” means this Joint Stipulation of Class and PAGA Action Settlement.

38. “Settlement Administrator” means Phoenix Class Action Administration Solutions, the third-party class action settlement administrator mutually agreed to by the Parties to handle the administration of the Settlement, subject to approval by the Court.

39. “Settlement Administration Costs” means the expenses payable to the Settlement Administrator, up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) for administering the Settlement, including, but not limited to: printing, distributing, and tracking forms and notices for the Settlement; collecting and tracking opt-in forms; tax calculations and reporting; establishing a Qualified Settlement Amount; calculating, administering, and distributing payments of StaRN Reimbursement Payment to Participating Settlement Class Members and PAGA Employee Payment, pursuant to the terms of the Settlement Agreement; and providing necessary reports and declarations, as requested by the Parties. Any portion of the Settlement Administration Costs not approved by the Court shall be added to the PAGA Payment.

40. “Settlement Class” or “Settlement Class Members” means:

All current and former non-exempt registered nurses for Defendants, in California, for the period of April 19, 2019 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement and whose employment ended prior to the end of the term of service period stipulated in the StaRN Promissory Note and/or StaRN Program Agreement,

or who was still employed by a Defendant and within the term of service period as of February 1, 2024.

41. “Settlement Class Period” means April 19, 2019 through February 1, 2024.

42. “Settlement Funds” means the sum of StaRN Payment Allocation, Class Counsel Expenses, Class Counsel Fees, PAGA LWDA Payment, PAGA Employee Payment, Settlement Administration Costs, and Representative Service Award.

43. “StaRN Pay Obligation(s)” or “StaRN Payment Obligation(s)” means any and all claims, causes of action, any sum of money or property or the equivalent that was due and/or owed or alleged to be due or owed, any contractual sum payable upon a contingency, any balance due or owed or claimed due or claimed owed, repayment obligations, liabilities, demands, obligations, guarantees, litigation costs, litigation expenses, interest, charges, late charges, collection costs, penalties, attorney’s fees, damages, fees, and/or contractual payment obligations of Plaintiff and the Participating Settlement Class Members for the value of the StaRN Program contained in and/or arising under the StaRN Program Agreements and StaRN Promissory Notes.

44. “StaRN Payment” or “StaRN Payments” means money paid by Participating Settlement Class Members to any entity for StaRN Pay Obligations.

45. “StaRN Payment Allocation” means the total amount of money paid by Participating Settlement Class Members, before the Effective Date, in response to and to satisfy StaRN Pay Obligations. As of the Parties’ mediation this amount was estimated at approximately Eighty-Eight Thousand Five Hundred Eighty-Nine Dollars and Twenty-Five Cents (\$88,589.25).

46. “StaRN Program” means the Specialty Training Apprenticeship for Registered Nurses Program that Defendants and the California Facilities used during the Settlement Class Period, as identified and detailed in Plaintiff’s Motion to Certify Class Action and the resulting class certification order. *See* Dkts. 42, 46, and 78.

1 47. “StaRN Program Agreement” or “StaRN Program Agreements” means
2 the Specialty Training Apprenticeship for Registered Nurses Program Agreements
3 or other agreement (other than a StaRN Promissory Note, defined below) that the
4 Settlement Class Members entered into in connection with participating in the StaRN
5 Program wherein the Settlement Class Member agreed that, should his or her
6 employment terminate prior to the end of a stipulated period, he or she would pay
7 one or more Defendant a stipulated prorated amount for the value of the StaRN
8 Program.

9 48. “StaRN Promissory Note” or “StaRN Promissory Notes” means any and
10 all Specialty Training Apprenticeship for Registered Nurses Program Promissory
11 Note(s) with repayment provisions for the value of the StaRN Program that the
12 Settlement Class Members entered into in connection with participating in the StaRN
13 Program.

14 49. “StaRN Reimbursement Payment to Participating Settlement Class
15 Members” or “StaRN Reimbursement Payment to PSCM” means each Participating
16 Settlement Class Members’ share of the StaRN Payment Allocation, pursuant to
17 Paragraph 56 of this Settlement.

18 **III. AGREEMENT AND RELEASE**

19 50. Terms of Agreement Subject to Court Approval. All terms set forth in
20 the Settlement Agreement are subject to Court approval. The Parties stipulate to class
21 certification of the Settlement Class only for purposes of the Settlement. Plaintiff
22 shall apply to the Court for approval of the Settlement Agreement and for class
23 certification of the Settlement Class solely for purposes of effectuating the
24 Settlement. Defendants shall not oppose this application. If, for any reason, the
25 Settlement is not approved, the stipulation to certification of the Settlement Class
26 will be void and the Parties will revert to the same position prior to the Settlement
27 Agreement. This means the case would go forward based on the February 1, 2024
28 Class Certification Order, and any amendments to the First Amended Complaint

(e.g., the Second Amended Complaint) would be null and void.

51. Defendants' Denials of Wrongdoing and Liability. Defendants deny each and every claim and contention alleged or otherwise made or pursued against them by Plaintiff in the Action, as amended. Defendants deny any and all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions that were alleged, or that could have been alleged, in the Action or in any notice to the Labor Workforce Development Agency. Defendants are entering into this Settlement because they have concluded that further litigation would be protracted and expensive, and that this Settlement is desirable solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the proceedings.

52. Benefits of the Settlement to the Class. Class Representative and Class Counsel believe that the Settlement provides fair, reasonable, and adequate recovery for the Settlement Class based on the claims asserted and the evidence developed and what might be proven by Class Representative and the Settlement Class in the Action. Class Representative and Class Counsel further recognize and acknowledge the expense and time of prosecuting the Action through trial and appeal. Class Representative and Class Counsel also have considered the uncertain outcome and the risk of any litigation, including the risk that, despite the class certification order, no relief may be obtained in this Action, especially in a complex action such as this one, as well as the difficulties and delays inherent in any complex litigation.

53. Entry of Judgment. If this Settlement is approved by the Court at or after the Final Approval Hearing, the Parties shall request that the Court enter the Judgment substantially in the form attached here as Exhibit C.

54. Participating Settlement Class Members' Relief. This Settlement consists of three major relief categories for the PSCM: (i) release of all StaRN Pay Obligations any PSCM may presently have, or previously had, under any StaRN Program Agreement or StaRN Promissory Note; (ii) a monetary payment to PSCM

who made StaRN Payments; and (iii) Indemnification of PSCM.

55. Judgment by Consent. With the Entry of Judgment, the Court shall enter and include the Judgment by Consent attached as Exhibit C to this Settlement, the Judgment by Consent is a final determination that 100% of the Participating Settlement Class Members' StaRN Pay Obligations are null and void. The Settlement Administrator shall mail Participating Settlement Class Members the Notice of Judgment (Exhibit D), that includes the Judgment by Consent, pursuant to Paragraph 81.

56. Reimbursement Payment to Participating Settlement Class Members. Defendants, via the Settlement Administrator, shall make StaRN Reimbursement Payment to Participating Settlement Class Members who made StaRN Payments, as disclosed by Defendants' records, equal to 100% of the value of the Participating Settlement Class Members' StaRN Payments. The StaRN Reimbursement Payment to PSCM is equal to the total dollar amount of each PSCM's individual StaRN Payment. For example, an individual PSCM that paid a total of \$2,500.00 as an individual StaRN Payment against that individual PSCM's StaRN Pay Obligation will be paid \$2,500.00 under the terms of this Settlement.

57. Indemnification of PSCM. As of the Effective Date, PSCM—and their respective successors, assigns, and heirs—are entitled to the Indemnification of PSCM by Defendants and/or Defendants' parent company/companies as set forth in Paragraph 13. All Request for Indemnification notices from Participating Settlement Class Members must be sent to:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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Telephone: 213-620-1780
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58. Release by Participating Settlement Class Members. Upon the Effective Date, each Participating Settlement Class Member individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives (“Releasers”), shall fully and finally release and discharge the Released Parties, and each of them, from the Participating Settlement Class Members Released Claims for the Settlement Class Period.

59. Funding. Defendants shall deposit into the Qualified Settlement Account the Settlement Funds within twenty-one (21) calendar days after Effective Date. From the Settlement Funds, the Settlement Administrator shall issue the following payments: (1) StaRN Reimbursement Payment to PSCM, (2) Class Counsel Expenses, (3) Class Counsel Fees, (4) PAGA LWDA Payment, (5) PAGA Employee Payment, (6) Settlement Administration Costs, and (7) the Representative Service Award.

60. Representative Service Award. In exchange for the Release of Plaintiff Jacqui Rum, pursuant to Paragraph 66, and her efforts in litigating this matter on behalf of the Settlement Class, Defendants agree to pay a Representative Service Award of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Jacqui Rum. Defendants will not oppose any application or motion for the Representative Service Award. Subject to the Court’s final approval, Defendants will pay Representative Service Award into the Settlement Funds to be paid to Jacqui Rum in the amount awarded by the Court. The Representative Service Award payment shall be in addition to Plaintiff’s PAGA Payment pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 for the Representative Service Award. Plaintiff shall be solely and legally responsible to

pay any and all applicable taxes on the payments made pursuant to this Paragraph and shall hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. A reduction by the Court of the Representative Service Award shall not serve as grounds to nullify the Settlement. If the Representative Service Award ordered by the Court is less than the amount allocated herein, the amount of the difference shall be allocated to the PAGA Payment.

61. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement and distribution of all payments under this Settlement as well as all Settlement Class and Participating Settlement Class Member mailings under this Settlement. The allocation for the Settlement Administration Costs is Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). These costs shall be paid by Defendants, as awarded by the Court, into the Settlement Fund, and shall be used to pay all costs and expenses to administer the Settlement, including, *inter alia*, preparing the required tax reporting on the Individual Settlement Payments, issuing 1099 IRS Forms, distributing the Notices of Settlement, Notices of Judgment and Indemnification, establishing a Qualified Settlement Account, calculating PAGA Payments, processing exclusion requests, distributing payments as directed by the Court and as set forth herein, preparing and mailing notices in accordance with CAFA, and providing necessary reports and declarations. No fewer than ten (10) calendar days before Plaintiff files a Motion for Final Approval, the Settlement Administrator shall provide the Court and all counsel for the Parties with a statement detailing the Settlement Administration Costs. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. An IRS Form 1099 shall be issued to the Settlement Administrator. If the Settlement Administration Costs are less than \$35,000, the amount of the difference shall be allocated to the PAGA Payment.

62. Payment of Class Counsel Award. Defendants agree to pay Class Counsel Fees not to exceed Six Hundred Twenty Thousand Dollars and Zero Cents (\$620,000.00), and Class Counsel Expenses not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Defendants agree not to oppose Plaintiff's motion for attorney fees so long as the motion is supported by a declaration establishing Class Counsel's hours for this Action. Defendants will pay the amount ordered by the Court for Class Counsel Fees into the Settlement Funds to be paid to Class Counsel. Defendants agree not to oppose Plaintiff's motion for litigation expenses. Defendants will pay the amount ordered by the Court for Class Counsel Expenses into the Settlement Funds to be paid to Class Counsel. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this Paragraph. An IRS Form 1099 shall be provided to Class Counsel for the payments made pursuant to this Paragraph. A reduction of the Class Counsel Fees and/or Class Counsel Expenses shall not serve as grounds to nullify the Settlement. If the Class Counsel Fees ordered by the Court are less than the amount allocated herein, Defendants shall only be obligated to pay the amount actually ordered by the Court.

63. PAGA Payment to PAGA Employees. The Settlement Administrator shall determine the amounts of all PAGA Employee Payments for the PAGA Employees for the PAGA Claim. The PAGA Employee Payment for the individual PAGA Employees shall be calculated by dividing Five Thousand Dollars and Zero Cents (\$5,000) by the total number of PAGA Employees during the PAGA Period.

64. PAGA Payment to LWDA. The Settlement Administrator shall pay the LWDA Fifteen Thousand Dollars and Zero Cents (\$15,000.00), which represents 75% of the PAGA Payment.

65. PAGA Release. Providing there is Final Approval of this Agreement, then as of the Effective Date, the PAGA Employees, the State of California—including the LWDA—shall fully and finally release and discharge the Released

Parties, and each of them, from the PAGA Released Claims for the PAGA Period.

66. Release by Plaintiff Jacqui Rum. Upon the Effective Date, Plaintiff Jacqui Rum, for herself, her successors, assigns, agents, executors, representatives, and heirs, voluntarily waives and releases any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendants and any of the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring prior to the date Plaintiff signs this Agreement including, but not limited to, all claims which relate in any way to Plaintiff's employment with or termination of employment from the Released Parties.

Plaintiff suspects that she may have wage-related claims against Defendants and the Released Parties, including, but not limited to, claims for failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, bonuses, tips or commissions, payment for all hours worked, payment for off-the-clock work, on call pay, allowances, failure to timely pay wages, meal and rest period premiums, reporting time pay, sick pay, severance pay, final pay, paid leave benefits, vacation, holiday or paid time off, unauthorized deductions or garnishments, reimbursement of business expenses, regular rate claims, failure to provide accurate itemized wage statements, failure to keep accurate records, failure to provide suitable seating, and interest, damages, and promises on any and all of the above. Defendants and the Released Parties dispute such claims and have a good faith basis for believing those claims are invalid (a bona fide dispute exists), and as detailed in this Settlement, Plaintiff accepts the Representative Service Award as consideration for the release detailed in this Paragraph. Plaintiff acknowledges the payment of this compensation constitutes ample consideration, the sufficiency of

1 which is hereby acknowledged, for Plaintiff's release detailed in this Paragraph.

2 Upon the Effective Date, Plaintiff's Release extends to any and all of
3 Plaintiff's claims against Defendants, including, but not limited to, any alleged (a)
4 violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the
5 California Fair Employment and Housing Act, the Americans With Disabilities Act
6 of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable
7 California Wage Order, the California Private Attorneys General Act ("PAGA") (to
8 include, but not limited to, acting as a PAGA representative), the Occupational
9 Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of
10 1985, the California Family Rights Act, the Employee Retirement Income Security
11 Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair
12 Competition Law, the Family and Medical Leave Act, the Worker Adjustment and
13 Retraining Notification Act, and any state law equivalent; (b) harassment,
14 discrimination and/or retaliation on the basis of age, race, color, ancestry, national
15 origin (including language use restrictions), citizenship, religious creed (including
16 religious dress and grooming practices), sex (which includes pregnancy, childbirth,
17 breastfeeding and medical conditions related to pregnancy, childbirth or
18 breastfeeding), marital status, domestic partnership status, sexual orientation,
19 gender, gender identity or gender expression, veteran status, military status, political
20 affiliation, family care or medical leave status or the denial of family and medical
21 care leave, physical or mental disability (including HIV and AIDS), medical
22 condition (including cancer and genetic characteristics), genetic information or any
23 other basis protected by applicable federal, state and/or local laws, regulations, rules,
24 ordinances and/or orders, failure to pay wages due or other monies owed; (c) any
25 whistleblower or retaliation claims on the basis of any protected activity or other
26 protected basis; (d) breach of any express or implied promise, contract or agreement
27 (express or implied), or breach of the implied covenant of good faith and fair dealing;
28 (e) any tort or common law claims, including wrongful discharge, intentional or

1 negligent infliction of emotional distress, negligence, fraud, misrepresentation,
2 defamation, libel, slander, interference with prospective economic advantage, or
3 other tort or common law actions; (f) claims for misclassification, wage and hour, or
4 other claims related to hours, conditions, or compensation related to work; and (g)
5 any other violation of local, state, or federal law, constitution, statute, regulation or
6 ordinance, public policy, contract, or tort or common law claim, whether for legal or
7 equitable relief, having any bearing whatsoever on the terms and conditions of
8 employment, or association or working relationship, with any of the Released
9 Parties, including but not limited to any allegations for penalties, interest, costs and
10 fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever
11 had, now has, or may have as of the date Plaintiff signs this Settlement. Upon the
12 Effective Date, all such claims, liabilities or causes of action (including, without
13 limitation, claims for related attorneys' fees and costs), up to the date Plaintiff signs
14 this Settlement, are forever barred by this Settlement regardless of the forum in
15 which they may be brought.

16 Upon the Effective Date, Plaintiff further releases all unknown claims against
17 Defendants and any of the Released Parties, up to the date Plaintiff signs this
18 Settlement, covered by California Civil Code Section 1542, which states:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
20 **WHICH THE CREDITOR OR RELEASING PARTY DOES**
21 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
22 **AT THE TIME OF EXECUTING THE RELEASE AND THAT**
23 **IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
24 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
25 **DEBTOR OR RELEASED PARTY.**

26 Notwithstanding any language to the contrary in this Paragraph, Plaintiff does
27 not release any claims that cannot be released as a matter of law. Upon the Effective
28 Date, to the maximum extent permitted by law, Plaintiff waives any right or ability
to be a class, collective action or PAGA representative, or to otherwise knowingly
and voluntarily participate as a certified class member, or FLSA collective member

for litigation of any of the released claims in this Paragraph against the Released Parties.

Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Settlement shall prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the Securities and Exchange Commission (“SEC”), the Occupational Safety and Health Administration (“OSHA”), the Equal Employment Opportunity Commission (“EEOC”), the California Department of Fair Employment and Housing (“DFEH”), the National Labor Relations Board (“NLRB”) or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing this Settlement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the SEC, OSHA, EEOC, DFEH, NLRB or any other state or local deferral agency on Plaintiff’s behalf directly from the Released Parties to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available, including a whistleblower award, or other awards or relief that may not lawfully be waived. Nothing in this release bars or precludes Plaintiff from participating as a witness in any legal proceeding against the Released Parties.

67. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure:

a. Delivery of the Class List. Within fourteen (14) calendar days after Preliminary Approval is granted, Defendants shall provide the Class List to the Settlement Administrator and Class Counsel. The Settlement Administrator shall keep the Class List confidential and shall not disclose it to anyone, except to carry out reasonable efforts for administration of the settlement, as described below.

b. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator shall send the Notice

of Class Action and PAGA Action Settlement to individuals who are Settlement Class Members and/or PAGA Employees. The Settlement Administrator shall also set up a website that contains access to the (i) the Settlement Agreement, (ii) settlement related court orders and judgment(s), (iii) Class Counsel's contact information, etc. The website shall remain in place for a period of one (1) year after the 180 days deadline to cash the StaRN Reimbursement Payment to Participating Settlement Class Members and PAGA Employee Payments.

c. Procedure for Lost and Undeliverable Notices. Any Notice of Settlement returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Settlement Class Member involved, and shall re-mail the Notice of Settlement. If after performing a skip-trace search, the Settlement Class Member's Notice of Settlement is again returned to the Settlement Administrator as non-deliverable, that Settlement Class Member will be deemed a Participating Settlement Class Member, and the Settlement Administrator will have no further obligation to undertake efforts to obtain an alternative address. The Response Deadline for any Settlement Class Member who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar days from the original Response Deadline. If the Response Deadline for any Settlement Class Member is later than the original 45 calendar day deadline, the Settlement Administrator shall include a letter with the Notice of Settlement advising the Settlement Class Member of the adjustment to the Response Deadline.

68. Disputed Information on Notice of Class Action and PAGA Action Settlement. Each Settlement Class Member may dispute the StaRN Payment amount attributed to him or her in the Notice of Class Action and PAGA Action Settlement and must submit such dispute to the Settlement Administrator on or before the

Response Deadline. The Settlement Class Member may produce evidence to the Settlement Administrator demonstrating that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be determinative.

69. Request for Exclusion Procedure. The Notice of Settlement shall give Settlement Class Members instructions on how to exclude themselves, or "opt out," from the Settlement.

a. Settlement Class Members who wish to opt out of the Settlement shall notify the Settlement Administrator in writing by mail or email that they want to exclude themselves (*i.e.*, opt out) from the Settlement. The request to opt out sent to the Settlement Administrator must be postmarked, or email dated and timestamped, no later than the Response Deadline.

b. The proposed order granting Preliminary Approval of the Settlement will provide, and the Notice of Class Action and PAGA Action Settlement will instruct Settlement Class Members, that to be valid, a written request to opt out of the Settlement Agreement must include the Settlement Class Member's name, address, last four digits of his/her Social Security Number, and signature and state the following: I wish to opt-out of the settlement of the lawsuit titled *Rum v. HCA Healthcare, Inc. et al.* (or words to a similar effect). Settlement Class Members who submit a request for exclusion will still be bound by the PAGA Release and the PAGA Released Claims.

c. A Settlement Class Member who properly and timely submits a request to opt out of the Settlement Agreement will not become a Participating Settlement Class Member, will not be allowed to object to this Settlement Agreement, and will not be bound by or benefit from the Settlement Agreement.

d. Counsel for the Parties shall not encourage or discourage any Settlement Class Member from participating in, objecting to, or opting out of the Settlement.

e. If five percent (5%) or more of the Settlement Class Members opt out, then Defendants shall have the right, in their sole discretion, to void and revoke the Settlement Agreement and their stipulation to the settlement class certification. After the Settlement Administrator sends its report of the final number of Settlement Class Members who have opted out, Defendants shall have ten (10) calendar days from the receipt of the Settlement Administrator's report to notify Class

1 Counsel in writing of their intent to revoke the Settlement Agreement and the conditional class
2 certification. In the event that Defendants exercise their option to revoke the Settlement Agreement,
3 Defendants agree to pay the Settlement Administration Costs incurred by the Settlement
4 Administrator up to the date of Defendants' notice to revoke. In the event that Defendants exercise
5 their option to revoke the Settlement Agreement the Parties and the Action shall return to their
6 respective positions prior to the earliest date this Agreement was signed

7 70. Objections. Any Settlement Class Member who has not timely and
8 properly opted out (i.e., any Participating Settlement Class Member) may object to
9 the proposed Settlement in writing. To object, a Participating Settlement Class
10 Member may mail or email his/her written objection by the Response Deadline. A
11 Participating Settlement Class may also appear at the Final Approval hearing to have
12 their objections heard by the Court. All written objections must include: (a) the
13 objector's full name, current address, and telephone number; (b) the case name; (c)
14 the basis of the objection, including the reasons why the objector believes that the
15 Court should find that the Settlement is not in the best interests of the Settlement
16 Class and why the Settlement should not be approved; and (d) any and all supporting
17 papers (including, without limitation, all briefs, written evidence, and declarations)
18 for which the objection is based. The written objection must be mailed to the
19 Settlement Administrator, who will forward the objection to the Parties for
20 submission to the Court, and be postmarked, or email date and timestamped, on or
21 before the Response Deadline. The postmark date of the mailing, or email date and
22 timestamp, shall be deemed the exclusive means for determining whether a written
23 objection is timely. Alternatively, even if written objections are not made,
24 Participating Settlement Class Members may still appear at the Final Approval
25 hearing to orally object. Participating Settlement Class Members who fail to make
26 objections in the manner specified above shall be deemed to have waived any
27 objections and shall be foreclosed from making any objections (whether by appeal
28 or otherwise) to the Settlement. Participating Settlement Class Members shall be

1 permitted to withdraw their objections in writing by submitting a withdrawal
2 statement to the Settlement Administrator, orally at the Final Approval hearing, or
3 as otherwise ordered by the Court.

4 71. The Settlement Terms Bind All Settlement Class Members Who Do Not
5 Opt-Out. All Participating Settlement Class Members constituting any Settlement
6 Class Member who does not affirmatively opt-out of the Settlement Agreement by
7 submitting a timely and valid exclusion from the Settlement, consistent with the
8 terms of the Settlement Agreement, shall be bound by and benefit from all of the
9 Class Action Settlement terms, including those pertaining to the Settlement Class
10 Released Claims as well as any judgment that may be entered by the Court after it
11 grants Final Approval of the Settlement.

12 72. Certification Reports Regarding Disputes. The Settlement
13 Administrator shall provide Class Counsel and Defense Counsel a weekly report
14 which certifies: (a) the number of Settlement Class Members who have submitted a
15 letter requesting exclusion from the Settlement, including a statement as to whether
16 the letter is valid or defective; (b) whether any Settlement Class Members have
17 submitted a challenge to any information contained in their Notice of Settlement;
18 and (c) the number of returned, undeliverable and/or re-mailed Notices of
19 Settlement. Additionally, the Settlement Administrator will provide to counsel for
20 both Parties any updated reports regarding the administration of the Settlement
21 Agreement as needed or requested.

22 73. Payment to Participating Settlement Class Members Calculations. The
23 Settlement Administrator shall determine the final amounts payable to each PSCM
24 under the StaRN Reimbursement Payment to PSCM based on Defendants' records
25 and subject to the dispute resolution process set forth in Paragraph 68 above. The
26 Notice of Class Action and PAGA Action Settlement shall state the recipient
27 Settlement Class Member's individual estimated StaRN Reimbursement Payment to
28 PSCM, if any.

1 74. PAGA Payment to PAGA Employees. The Settlement Administrator
2 shall determine the final amounts of all PAGA Payments to PAGA Employees based
3 on Defendants' records. The Notice of Class Action and PAGA Action Settlement
4 shall state the PAGA Employees' individual estimated PAGA Payment to PAGA
5 Employees. The PAGA Employee Payment for the individual PAGA Employees
6 shall be calculated by dividing 25% of the PAGA Payment by the total number of
7 PAGA Employees during the PAGA Period.

8 75. Tax Allocation of Individual Settlement Shares. The StaRN
9 Reimbursement Payment to PSCM and the PAGA Payment shall be allocated as a
10 1099 payment for business expense reimbursement. The individual PAGA
11 Employee Payments shall be allocated 100% as 1099 payments for civil penalties.
12 The Parties, and the Parties' attorneys, make no representations as to the tax
13 treatment or legal effect of the payments called for hereunder, and Participating
14 Settlement Class Members and PAGA Employees are not relying on any statement
15 or representation by the Parties or the Parties' attorneys in this regard.

16 76. Payment of Settlement Amounts. The Settlement Administrator shall
17 have the authority and obligation to make all payments, credits, and disbursements,
18 calculated in accordance with the methodology set out in the Settlement Agreement
19 and orders of the Court.

20 a. The Settlement Administrator's duties include, and are not
21 limited to, reporting payments under the Settlement to all required taxing and other
22 authorities, and issuing IRS Forms 1099. No person shall have any claim against
23 Defendants, Defense Counsel, Plaintiff, Settlement Class Members, Class Counsel,
24 or the Settlement Administrator based on distributions and payments made in
25 accordance with the Settlement Agreement.

26 b. With respect to Participating Settlement Class Members whose
27 Notice of Class Action and PAGA Action Settlement are undeliverable, settlement
28 checks shall be sent to the last address obtained by the Settlement Administrator with

1 respect to the Participating Settlement Class Members.

2 77. Distribution Timing. Within ten (10) calendar days after Defendants
3 deposit the Settlement Funds into the Qualified Settlement Account, the Settlement
4 Administrator shall distribute: (1) the StaRN Reimbursement Payment to PSCM and
5 the Notices of Judgment, (2) PAGA Employee Payment and PAGA LWDA
6 Payment, (3) Notice of Judgment, including the Judgment by Consent, to the PSCM,
7 (4) the Representative Service Award to Plaintiff, and (5) Class Counsel Fees and
8 Class Counsel Expenses to Class Counsel. The Settlement Administrator shall also
9 issue a payment to itself for the services performed in connection with the
10 Settlement.

11 78. Non-Negotiated Settlement Checks. Any checks issued by the
12 Settlement Administrator to Participating Settlement Class Members and PAGA
13 Employees shall be negotiable for one hundred and eighty (180) calendar days.
14 Those funds represented by settlement checks returned as undeliverable, and the
15 funds which correspond with the settlement checks that are not negotiated within
16 one hundred and eighty (180) calendar days after issuance shall be submitted by the
17 Settlement Administrator to the State of California's State Controller's Unclaimed
18 Property Fund in the Participating Settlement Class Member's and/or PAGA
19 Employee's name.

20 79. Settlement Administrator's Final Report(s). Not less than ten
21 (10) calendar days after the Response Deadline, the Settlement Administrator shall
22 provide Class Counsel and Defense Counsel a report showing: (i) the number of
23 Notices of Class Action and PAGA Action Settlement mailed; (ii) the number of
24 returned and undelivered Notices of Settlement; (iii) the number of re-mailed
25 Notices of Settlement; (iv) the number of total undeliverable Notices of Settlement
26 after re-mailing; (iv) the number of address traces performed for undeliverable
27 Notices of Settlement after re-mailing; (v) the number of Notices of Class Action
28 and PAGA Action Settlement undeliverable from traced addresses; (vi) the final

number of PSCM who have submitted objections; (vii) the final number of PSCM who disputed their estimated Restitution Payment listed in the Notice of Class Action and PAGA Action Settlement; and (viii) the final number of Settlement Class Members who submitted valid letters requesting exclusion from the Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification/declaration of such completion to counsel for all Parties and the Court, if requested by the Parties.

80. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark a letter requesting exclusion from the Settlement, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness of the Settlement, along with the amounts properly payable for (i) the StaRN Reimbursement Payments to PSCM, (ii) Class Counsel Expenses, (iii) Class Counsel Fees, (iv) PAGA LWDA Payment, (iv) PAGA Employee Payment, (v) Settlement Administration Costs, and (vi) Representative Service Award. Plaintiff's Counsel will be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval hearing.

81. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval hearing, the Parties shall present a proposed judgment to the Court for its approval. After entry of the Judgment by Consent, substantially in the form attached hereto as Exhibit C, the Court shall have continuing jurisdiction under the Federal Rules of Civil Procedure for the purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.

82. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of the Settlement Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage

1 Settlement Class Members to submit either a letter requesting exclusion from the
2 Settlement or written objections to the Settlement Agreement or to appeal from the
3 Court's final judgment.

4 83. Confidentiality. Neither the Parties or their counsel shall issue any press
5 release or press announcement of any kind related in any way to the Settlement. The
6 Parties agree that, prior to filing the Motion for Preliminary Approval of the
7 Settlement, the Parties will keep the terms of this Settlement confidential except for
8 purposes of communicating with Plaintiff, certified Class Members, and the State of
9 California (and its agencies). Plaintiff shall be informed of this Paragraph and to
10 adhere to this Paragraph. Nothing herein bars Plaintiff and Class Counsel to discuss,
11 comment on, or disclose the terms of this Settlement: (1) as required by law; (2) as
12 required under the terms of the Settlement; or (3) as required under counsel's duties
13 and responsibilities as Class Counsel. Nothing herein bars Class Counsel from citing
14 or referring to this Settlement in the future for the proposition that Class Counsel
15 was appointed by the court as representatives of the class – except that any such
16 citation or reference shall be expressly limited to the case name, venue, and case
17 number, and date of Judgment and Final Approval. In response to any press or media
18 inquiry, the Parties and Counsel agree to limit their statements regarding the terms
19 of the Settlement, whether oral, written or electronic (including the world wide web),
20 to say the Action has been resolved and that the Parties are satisfied with the
21 Settlement terms. In addition, consistent with the non-admission clause set forth in
22 Section 93 below, nothing shall prevent Defendants from denying any and all alleged
23 wrongdoing and/or referencing the Settlement in any other legal proceeding and/or
24 government investigation, and such denial shall not be considered a breach of this
25 provision. Nothing in this Agreement prevents Plaintiff from discussing or
26 disclosing information about unlawful acts in the workplace or any other conduct
27 that Plaintiff has reason to believe is/was unlawful. Nothing in this Section is
28 intended to interfere with Class Counsel's duties and obligations to faithfully

1 discharge their duties as Class Counsel, including but not limited to, communicating
2 with Settlement Class Members or certified Class Member or retained plaintiffs or
3 retained putative plaintiffs regarding the Settlement. Class Counsel shall not post
4 this Settlement or the terms of this Settlement on their personal or firm website(s).

5 84. Dismissal of Plaintiff Jacqui Rum's Individual Claims. Upon the
6 Effective Date, as part of the consideration for Defendants entering into this
7 Agreement, Plaintiff Jacqui Rum's Second Cause of Action under Labor Code
8 §§226.7, 512, and IWC Wage Order No. 5-2001; Third Cause of Action under Labor
9 Code §§226.7, 512, and IWC Wage Order No. 5-2001; Fourth Cause of Action under
10 Labor Code §226; and Fifth Cause of Action under Labor Code §§201 and 203
11 pending against Defendants (or any of the Released Parties) are dismissed with
12 prejudice as to Plaintiff and only Plaintiff. If the Court does not approve the
13 dismissal, this is ground for Defendants to nullify the Settlement Agreement.

14 85. Dismissal Without Prejudice of Uncertified Class Claims. Upon the
15 Effective Date, as part of the consideration for Defendants entering into this
16 Agreement, the uncertified putative class and collective claims in the First Amended
17 Complaint are dismissed without prejudice. Plaintiff will take all steps necessary to
18 effectuate this dismissal. If the Court does not approve the dismissal, this is ground
19 for Defendants to nullify the Settlement Agreement.

20 86. Nullification of Settlement Agreement. The Settlement Agreement shall
21 be null and void and any order or judgment entered by the Court in furtherance of
22 the Settlement shall be treated as void from the beginning if: (i) Defendants exercise
23 their option to rescind the Settlement Agreement under the terms and conditions as
24 set forth in Paragraph 69(e); (ii) the Court does not finally approve the Settlement as
25 provided herein or materially in the same form as provided herein; (iii) the Court
26 does not enter a final judgment as provided herein or materially in the same form as
27 provided herein; (iv) the Court does not dismiss the claims pursuant to Paragraphs
28 84 and 85; or (v) the Settlement does not become final for any other reason. In such

a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the first date this Settlement Agreement was signed by one of the Parties and the Parties shall proceed in all respects as if the Settlement Agreement had not been executed. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review (unless otherwise agreed to by the Parties).

87. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Additionally, the Parties agree to continue the trial date and trial related dates to effectuate this Settlement Agreement as needed. Further, the Parties stipulate to continue the trial date for the period of time from April 1, 2024 to the date that the Settlement is nullified pursuant to Paragraph 86.

IV. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

88. Promptly after execution of the Settlement Agreement, Plaintiff shall move the Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the following:

- a. Preliminarily approving the Settlement;
- b. Approving as to form and content the proposed Notice of Settlement;
- c. Directing the mailing of the Notice of Settlement;
- d. Preliminarily appointing Plaintiff and Class Counsel as representatives of the Settlement Class Members;
- e. Preliminarily approving the application for the Class Counsel Award;
- f. Preliminarily setting the Representative Service Award;
- g. Preliminarily approving settlement administration services to be

1 provided by the Settlement Administrator and Settlement Administration Costs; and

2 h. Scheduling the Final Approval hearing, which is a fairness hearing
3 on the question of whether the proposed Settlement Agreement should be finally
4 approved as fair, reasonable, and adequate.

5 i. Dismissing Plaintiff's individual claims, Plaintiff's Second Cause
6 of Action under Labor Code §§226.7, 512, and IWC Wage Order No. 5-2001; Third
7 Cause of Action under Labor Code §§226.7, 512, and IWC Wage Order No. 5-2001;
8 Fourth Cause of Action under Labor Code §226; Fifth Cause of Action under Labor
9 Code §§201 and 203 with prejudice.

10 j. Dismissing the uncertified putative class and putative collective
11 member claims, allegations and causes of action without prejudice as pled in the
12 Second Amended Complaint.

13 89. The Parties shall submit the Settlement Agreement in support of
14 Plaintiff's unopposed motion for Preliminary Approval of the Settlement.

15 90. Class Counsel will file a motion for Final Approval of the Settlement
16 and supporting documents with the Court at least twenty-eight (28) days before the
17 Final Approval hearing or such other date as the Court directs. Supporting
18 documents include: (a) a declaration by the Settlement Administrator of due
19 diligence and proof of mailing of the Notice of Settlement, and of the delivery results
20 of the Settlement Administrator's mailings including tracing and re-mailing efforts;
21 (b) a proposed order granting Final Approval; and (c) the proposed Final Judgment.

22 91. The Parties will file a Stipulation for leave to file the Second Amended
23 Complaint to be filed effective as of the date the Court grants preliminary approval.
24 This stipulation will provide that if, for any reason, the Settlement is not approved,
25 the Second Amended Complaint will be null and void and the First Amended
26 Complaint will be the operative complaint in this action. This means the case would
27 go forward based on the February 1, 2024 Class Certification Order and First
28 Amended Complaint.

V. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

92. Following entry of the Court's Final Approval order and Judgment, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Final Approval order on appeal.

b. Class Counsel and Defense Counsel will reasonably assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Settlement Class Members;

c. Class Counsel will ensure that the Settlement Administrator will certify to the Court completion of all payments required to be made by the Settlement Agreement.

VI. OTHER PROVISIONS

93. No Admission. Nothing contained herein, nor the consummation of the Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. The Parties have entered into the Settlement Agreement with the intention of avoiding further disputes and litigation with their attendant inconvenience and expenses. The Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce the Settlement.

94. Notices. Unless otherwise specifically provided herein, or in the Notice of Settlement, or Notices of Judgment, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's/Class Counsel:

THE MYERS LAW GROUP, A.P.C.

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dmyers@myerslawgroup.com

Jason Hatcher (SBN 285481)

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9327 Fairway View Place, Suite 100

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Telephone: (909) 919-2027

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To Defendants' Counsel:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Richard J. Simmons (SBN 72666)

rsimmons@sheppardmullin.com

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350 South Grand Avenue, 40th Floor

Los Angeles, California 90071

Telephone: 213-620-1780

Facsimile: 213-620-1398

Melanie M. Hamilton (SBN 268037)

mhamilton@sheppardmullin.com

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626

Telephone: 714-513-5100

Facsimile: 714-513-5130

95. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Participating Settlement Class Members understand and agree that each will be solely responsible for the payment of any taxes and penalties assessed on the payments which are issued to them, as described herein, and will defend, indemnify, and hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

96. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of the Settlement Agreement are

1 inserted for convenience of reference only and do not constitute a part of the
2 Settlement Agreement.

3 97. Amendment or Modification. Unless otherwise provided herein, the
4 Settlement Agreement may be amended or modified only by a written instrument
5 signed by counsel for all Parties or their successors-in-interest.

6 98. Entire Agreement. The Settlement Agreement, any supplemental
7 written agreement subsequently incorporated, and any attached Exhibits constitute
8 the entire Settlement Agreement among these Parties, and no oral or written
9 representations, warranties or inducements have been made to any Party concerning
10 the Settlement Agreement or its Exhibits other than the representations, warranties
11 and covenants contained and memorialized in such documents.

12 99. Authorization to Enter Into Settlement Agreement. The signatories
13 hereto represent that they are fully authorized to enter into the Settlement Agreement
14 and bind the Parties hereto to the terms and conditions hereof.

15 100. Mutual Full Cooperation. The Parties and their counsel will cooperate
16 with each other and use their best efforts to effect the implementation of the
17 Settlement. Any disputes arising out of or relating to this Settlement Agreement will
18 be submitted to mediator Hon. Ann I. Jones (Ret.) for resolution. The Parties will
19 split the costs of the mediator for any such time incurred by the mediator in reaching
20 such resolution, and all Parties will bear their own attorneys' fees and other costs
21 incurred.

22 101. Binding on Successors and Assigns. The Settlement Agreement shall be
23 binding upon and inure to the benefit of the Parties hereto and their respective heirs,
24 trustees, executors, administrators, and successors. The Parties hereto represent,
25 covenant, and warrant that they have not directly or indirectly, assigned, transferred,
26 encumbered, or purported to assign, transfer, or encumber to any person or entity
27 any portion of any liability, claim, demand, action, cause of action or rights herein
28 released and discharged except as set forth herein.

1 102. Participating Settlement Class Member Signatories. It is agreed that
2 because the Participating Settlement Class Members are numerous, it is impossible
3 or impractical to have each Participating Settlement Class Members execute the
4 Settlement Agreement. The Notice of Settlement will advise all Participating
5 Settlement Class Members of the binding nature of the release and, upon Final
6 Approval, such shall have the same force and effect as if the Settlement Agreement
7 were executed by each Participating Settlement Class Member.

8 103. California Law Governs. All terms of the Settlement Agreement and the
9 exhibits hereto shall be governed by and interpreted according to the laws of the
10 State of California.

11 104. Counterparts. The Settlement Agreement may be executed in one or
12 more counterparts. All executed counterparts and each of them, including electronic,
13 pdf, DocuSign, and scanned copies of the signature page, shall be deemed to be one
14 and the same instrument provided that counsel for the Parties to the Settlement
15 Agreement shall exchange among themselves original signed counterparts.

16 105. Plaintiff's Waiver of Right to be Excluded. Plaintiff agrees that by
17 signing the Settlement Agreement, she is bound by the terms herein stated and
18 further agrees not to request to be excluded from the Settlement Class.

19 106. Waiver of Right to Appeal. Provided the Judgment is substantially
20 consistent with the terms and conditions of this Settlement, the Parties, Class
21 Counsel and Defense Counsel, waive all rights to appeal from the Judgment,
22 including all rights to post-judgment and appellate proceedings, the right to file
23 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
24 The waiver of appeal does not include any waiver of the right to oppose such
25 motions, writs or appeals. The waiver of appeal does not include any appeal or writ
26 challenging the final order of Class Counsel Fees, or Class Counsel Expenses, or the
27 Representative Service Award—the Court's award of a different amount than
28

allocated in this Settlement for Class Counsel Fees, Class Counsel Expenses and/or the Representative Service Award is not a material change to trigger the nullification provision in Paragraph 86.

107. Enforcement Costs. The Parties agree that in the event litigation is initiated by any Party or PSCM to enforce this Agreement, or any provision of this Agreement, the prevailing Party in that litigation will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

DATED: March 13, 2025

DocuSigned by:
Jacqui Rum
1AC9CA0F22AE416...

Plaintiff Jacqui Rum

DATED: _____

Defendant HCA Healthcare, Inc.

DATED: _____

Defendant Healthtrust Workforce Solutions, LLC

DATED: _____

Defendant Los Robles Regional Medical Center

DATED: _____

Defendant West Hills Hospital

DATED: _____

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

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6 Agreement, the prevailing Party in that litigation will be entitled to recover its costs
7 and reasonable attorneys' fees incurred in conjunction with the litigation, in addition
8 to any other relief granted.

9
10 DATED: March 13, 2025

DocuSigned by:
Jacqui Rum
1AC9CA0F22AE416

11 Plaintiff Jacqui Rum

12
13
14 DATED: 4/7/25

15 
16 Defendant HCA Healthcare, Inc.

17 DATED: _____

18 Defendant Healthtrust Workforce
19 Solutions, LLC

20 DATED: _____

21 Defendant Los Robles Regional
22 Medical Center

23 DATED: _____

24 Defendant West Hills Hospital

25 DATED: _____

26 Good Samaritan Hospital, LP d/b/a
27 Good Samaritan Hospital
28

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DATED: March 13, 2025

DocuSigned by:
Jacqui Rum
1AC9CA0F22AE416...

Plaintiff Jacqui Rum

DATED: _____

Defendant HCA Healthcare, Inc.

DATED: 4/30/2025

DocuSigned by:
Ed Jones
E5816C4FF93049A...

Defendant Healthtrust Workforce Solutions, LLC

DATED: _____

Defendant Los Robles Regional Medical Center

DATED: _____

Defendant West Hills Hospital

DATED: _____

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

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 7 and reasonable attorneys' fees incurred in conjunction with the litigation, in addition
 8 to any other relief granted.

9
 10 DATED: March 13, 2025

DocuSigned by:

Jacqui Rum

1AC9CA0F22AE416...

11 Plaintiff Jacqui Rum

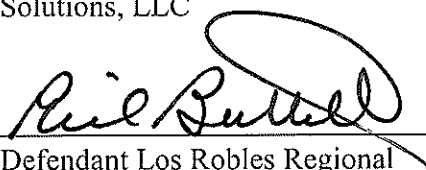
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 13
 14 DATED: _____

15 Defendant HCA Healthcare, Inc.

16
 17 DATED: _____

18 Defendant Healthtrust Workforce
 19 Solutions, LLC

20 DATED: 4/28/25

21 

22 Defendant Los Robles Regional
 23 Medical Center

24 DATED: _____

25 Defendant West Hills Hospital

26 DATED: _____

27 Good Samaritan Hospital, LP d/b/a
 28 Good Samaritan Hospital

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9
10 DATED: March 13, 2025

DocuSigned by:
Jacqui Rum
1AC9CA0F22AE416

11 Plaintiff Jacqui Rum

12
13
14 DATED: _____

15 Defendant HCA Healthcare, Inc.

16
17 DATED: _____

18 Defendant Healthtrust Workforce
19 Solutions, LLC

20 DATED: _____

21 Defendant Los Robles Regional
22 Medical Center

23 DATED: 4/28/25

24 Defendant West Hills Hospital

25 DATED: _____

26 Good Samaritan Hospital, LP d/b/a
27 Good Samaritan Hospital
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7 and reasonable attorneys' fees incurred in conjunction with the litigation, in addition
8 to any other relief granted.

9
10 DATED: March 13, 2025

DocuSigned by:
Jacqui Rum
1AC9CA0F22AE416

11 Plaintiff Jacqui Rum

12
13
14 DATED: _____

15 Defendant HCA Healthcare, Inc.

16
17 DATED: _____

18 Defendant Healthtrust Workforce
19 Solutions, LLC

20 DATED: _____

21 Defendant Los Robles Regional
22 Medical Center

23 DATED: _____

24 Defendant West Hills Hospital

25 DATED: 4/28/25

26 Good Samaritan Hospital, LP d/b/a
27 Good Samaritan Hospital
28

1
2
3 DATED: 4/28/25


Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

4
5
6
7 DATED: _____

San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

8
9 Approved as to Form:

10
11 DATED: 3/14/2025

THE MYERS LAW GROUP, A.P.C.

12
13
14 By: 

David P. Myers,
Jason Hatcher,
Andriana N. Bravo,
Attorneys for Plaintiff and the
TRAP Class

15
16
17
18
19 DATED: _____

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

20
21
22 By: _____

Richard J. Simmons,
Jason W. Kearnaghan,
Melanie M. Hamilton,
Bryanne J. Lewis,
Ian A. Michalak,
Attorneys for Defendants

1
2
3 DATED: _____

Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

4
5
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7 DATED: 4/28/25


San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

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11 DATED: 3/14/2025

THE MYERS LAW GROUP, A.P.C.

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14 By: 
David P. Myers,
Jason Hatcher,
Andriana N. Bravo,
Attorneys for Plaintiff and the
TRAP Class

15
16
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18
19 DATED: _____

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

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21
22 By: _____
Richard J. Simmons,
Jason W. Kearnaghan,
Melanie M. Hamilton,
Bryanne J. Lewis,
Ian A. Michalak,
Attorneys for Defendants

1
2
3 DATED: _____

Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

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7 DATED: _____

San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

8
9 Approved as to Form:

10
11 DATED: 3/14/2025

THE MYERS LAW GROUP, A.P.C.

12
13
14 By: 
David P. Myers,
Jason Hatcher,
Andriana N. Bravo,
Attorneys for Plaintiff and the
TRAP Class

15
16
17
18
19 DATED: May 2, 2025

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

20
21
22 By: 
Richard J. Simmons,
Jason W. Kearnaghan,
Melanie M. Hamilton,
Bryanne J. Lewis,
Ian A. Michalak,
Attorneys for Defendants

Exhibit A

NOTICE OF CLASS ACTION AND PAGA ACTION SETTLEMENT

Rum v. HCA Healthcare, Inc. Healthtrust Workforce Solutions, LLC, Los Robles Regional Medical Center, San Jose Healthcare System, LP d/b/a Regional Medical Center of San Jose, Good Samaritan Hospital, LP d/b/a Good Samaritan Hospital, West Hills Hospital, and Columbia Riverside, Inc. d/b/a Riverside Community Hospital (together "Defendants")

United States District Court for the Central District of California Case No. 2:23-CV-05142-JFW(BFMx).

PLEASE CAREFULLY READ THIS NOTICE REGARDING THE CLASS ACTION SETTLEMENT FOR THE SPECIALTY TRAINING APPRENTICESHIP FOR REGISTERED NURSES PROGRAM.

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you. You are not being sued. However, your legal rights are affected whether or not you act.

You may be entitled to relief and benefits under the settlement if:

You are a current or former non-exempt registered nurse for Defendants, in California, for the period of April 19, 2019 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement and whose employment ended prior to the end of the term of service period stipulated in the StaRN Promissory Note and/or StaRN Program Agreement, or who was still employed by a Defendant and within the term of service period as of February 1, 2024 (the "Settlement Class" or "Settlement Class Members").

1. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to let you know that the Court has granted preliminary approval of a settlement in a class action lawsuit pending in the United States District Court for the Central District of California Case No. 2:23-CV-05142-JFW(BFMx) entitled *Rum v. HCA Healthcare, Inc., et al.*, and that you may be entitled to relief.

A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on _____ at _____ to determine whether the settlement should receive the Court's final approval.

2. WHAT ARE THE CLASS CLAIMS?

The lawsuit alleges that Defendants violated California Labor Code §§2802, 2802.1 and 2804, as well as California Business & Professions Code §§17200, *et seq.* based on alleged violations of California Labor Code §§2802, 2802.1 and 2804 for subjecting the Settlement Class to payment obligations under the Specialty Training Apprenticeship for Registered Nurses ("StaRN") Program and failing to indemnify the Settlement Class for the StaRN Program.

The lawsuit specifically alleges that the StaRN Program Agreement and StaRN Promissory Note are null and void pursuant to Labor Code §§2802, 2802.1 and 2804 for failing to indemnify, as well as shifting costs and expenses, of the StaRN Program to the Settlement Class.

The lawsuit also alleges civil penalties for violation of the California Labor Code Private Attorneys General Act ("PAGA"), Labor Code §§2698, *et seq.*, for these claims.

The lawsuit seeks declaratory and injunctive relief on behalf of the Settlement Class, civil penalties, and attorneys' fees and costs based on these claims.

Defendants vigorously deny all allegations and contend that the Settlement Class Members were treated lawfully at all times and therefore are not entitled to recover anything in this action.

On February 1, 2024, the Court certified, pursuant to Fed. Rule Civ. Proc. Rule 23(b)(2), a class defined as "all current and former non-exempt registered nurses for Defendants, in California, for the period of April 19, 2019 through the date of certification who signed Defendants' StaRN Promissory Note and StaRN Agreement containing a debt repayment provision and whose employment ended prior to the term of service period that would extinguish the debt repayment provision or whose employment is still subject to the debt repayment provision" to seek declaratory and injunctive relief.

On or about April 1, 2024, Plaintiff/Class Representative Jacqui Rum ("Plaintiff") and Defendants (collectively "Parties") participated in private mediation before an experienced mediator that resulted in this Settlement that is described below.

3. WHY DID I GET THIS NOTICE – AM I A SETTLEMENT CLASS MEMBER?

You are receiving this Notice because Defendants' records identify you as a Settlement Class Member as defined on page 1. The Court authorized this Notice in order to inform you of the terms of the Settlement and how it affects your legal rights and your options.

4. HOW DOES THIS CLASS ACTION SETTLEMENT WORK?

For Participating Settlement Class Members, this Settlement provides (i) Indemnification by Defendants for costs actually incurred under the StaRN Pay Obligations established in the StaRN Program Agreement and StaRN Promissory Note; (ii) a release of all StaRN Pay Obligations for all Participating Settlement Class Members via a consent judgment rendering the StaRN Program Agreements and StaRN Promissory Notes null and void; and (iii) a monetary payment to Participating Settlement Class Members who made payments on the StaRN Pay Obligations.

This Settlement will bind all Settlement Class Members, except for those who exclude themselves from the Settlement Class by requesting to be excluded in the manner set forth below.

The Court did not decide in favor of Plaintiff or Defendants in this lawsuit. Instead, Parties agreed to resolve the lawsuit with no decision or admission of who is right or wrong.

By agreeing to resolve the lawsuit, Parties avoid the risks and cost of a trial. Plaintiff and the attorneys believe the settlement is fair and reasonable.

Defendants expressly deny the allegations of wrongdoing and violations of law alleged and further deny any liability whatsoever to Plaintiff or to the Settlement Class. Defendants are settling the lawsuit as a compromise of these claims. The Court file has the settlement documents, which explain the settlement in greater detail. The Court must review the terms of the settlement and determine if it is fair and reasonable to the Settlement Class.

5. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Counsel for Plaintiff and the Settlement Class

THE MYERS LAW GROUP, A.P.C.
David P. Myers
dmyers@myerslawgroup.com
Jason Hatcher
jhatcher@myerslawgroup.com
Andriana N. Bravo
abravo@myerslawgroup.com
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027

Counsel for Defendants

SHEPPARD MULLIN RICHTER &
HAMPTON, LLP
Richard J. Simmons
rsimmons@sheppardmullin.com
Jason W. Kearnaghan
jkearnaghan@sheppardmullin.com
Ian A. Michalak
imichalak@sheppardmullin.com
350 Soth Grand Ave., 40th Floor
Los Angeles, California 90071
Telephone: (213) 620-1780

The Court has decided that The Myers Law Group, A.P.C. is qualified to represent you and all other Settlement Class Members simultaneously, and that Plaintiff will serve as the Class Representative.

You do not need to hire your own attorney because Class Counsel is working on your behalf. However, if you want your own attorney, you may hire one at your own expense.

6. WHAT IS THE PROPOSED SETTLEMENT AND YOUR BENEFITS?

The following is a summary of the proposed settlement. The complete terms of the proposed settlement are stated in the Joint Stipulation of Class Action and PAGA Action Settlement (“Settlement”), which is on file with the Court and is available via the website – www.StaRNSettlement.com.

The Settlement provides three categories of relief to Participating Settlement Class Members (those individuals who do not opt-out of the Settlement), if the Court grants final approval of the Settlement:

- (i) **The StaRN Agreement and StaRN Promissory Note are Null and Void.** This means that the Participating Settlement Class Members’ StaRN Pay Obligations for the value of the StaRN Program pursuant to the StaRN Program Agreement and StaRN Promissory Note are null and void. If you do not opt-out of the Settlement, your monetary obligations created by the StaRN Program Agreement and StaRN Promissory Note are eliminated—you are no longer obligated to pay for any costs or expenses associated with the StaRN Program based on the StaRN Program Agreement or the StaRN Promissory Note.
- (ii) **Indemnification Against the StaRN Agreement and/or StaRN Promissory Note.** Under the Settlement, Defendants, or Defendants’ present or future parent companies, shall indemnify, reimburse, defend, and hold harmless Plaintiff and each Participating Settlement Class Member and their respective successors, assigns, and heirs for any and all claims, causes of action, indebtedness, liabilities, demands, obligations, guarantees, financial loss, damage, injury, sanction, judgment, litigation costs, litigation expenses, interest, charges, late charges, collection costs, penalties, reasonable attorney’s fees, expert witness fees, investigator fees, court costs, costs and fees associated with arbitration or litigation or mediation, including but not limited to the cost of defense (“Indemnification Costs”) that any Participating Settlement Class Member incurs or incurred on or after February 2, 2024 (whether via renewal of prior collection effort(s) or a newly initiated collection effort(s)), directly resulting from collection efforts from Defendants, an HCA-affiliate, any third party collection agency and/or any Released Party against a Participating Settlement Class Member and/or his/her respective successors, assigns, and heirs in connection

with the StaRN Payment Obligations for the value of the StaRN Program. For the avoidance of doubt, this provision does not apply to any Indemnification Costs incurred prior to February 2, 2024 (or written notification as detailed below). So that Defendants can expeditiously quash any such collection efforts, after the Notice of Judgment (Exhibit D) mailing date, Participating Settlement Class Members must place Defendants on written notice within thirty (30) calendar days of (i) the Notice of Judgment mailing date for collection efforts that Participating Settlement Class Members were subject to prior to the Notice of Judgment mailing date or (ii) the Participating Settlement Class Member's receipt of collection efforts that Participating Settlement Class Members are subject to after the Notice of Judgment mailing date—failing to provide such written notice to Defendants ("Indemnification Notice") waives the right to indemnification of costs and expenses, reasonable attorney's fees, and expert witness fees for services not provided by or through Defendants in response to the collection efforts. In addition, under this Settlement, Defendants, or Defendants' present or future parent companies, shall have no indemnification or reimbursement obligations whatsoever (in any form) for any Indemnification Costs that any Participating Settlement Class Member incurs on or after February 2, 2024 and prior to providing written Indemnification Notice. Participating Settlement Class Members shall make reasonable efforts to avoid incurring any Indemnification Costs after providing written Indemnification Notice.

- (iii) **StaRN Reimbursement Payment to Participating Settlement Class Members.** If you made a payment on the StaRN Pay Obligation for the value of the StaRN Program pursuant to the StaRN Program Agreement and StaRN Promissory Note, you will be reimbursed for the amount that you paid. This is in addition to the adjudication that the StaRN Agreement and StaRN Promissory Note are null and void that eliminates the StaRN Pay Obligation for the value of the StaRN Program.

[Under the Settlement, and based on Defendants' records, you are entitled to payment of \$_____ as reimbursement for the StaRN Pay Obligation you made in the same amount.]

or

[Defendants' records indicate that you did not make a payment on the StaRN Pay Obligation and thus you are not entitled to a reimbursement payment.]

If you dispute Defendants' records regarding your [StaRN Payment of \$_____] or [non-StaRN Payment], you may contact the Claims Administrator, as discussed below.

Participating Settlement Class Members will release Defendants and the Released Parties of the Participating Settlement Class Members Released Claims. The Released Parties are Defendants and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related or affiliated companies, corporations, and/or partnerships, divisions, assigns, predecessors, successors, affiliates, actual or alleged alter-egos, insurers, reinsurers, payroll agencies, joint venturers, Benefit Recovery Group ("BRG") and any affiliate or successor of BRG, third party collection agencies, actual or alleged joint employers of PSCM, actual or alleged common law employers of PSCM, actual or alleged dual employers of PSCM, actual or alleged co-employers of PSCM, any person and/or entity with potential or alleged to have joint liability based on the claims in the Second Amended Complaint, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, attorneys, stockholders, fiduciaries, parents, subsidiaries, and any and all persons and/or entities acting under, by, through or in concert with any of them

The Participating Settlement Class Members Released Claims are any and all claims, causes of action, debts, liabilities, demands, obligations, guarantees, litigation costs, litigation expenses, interest, charges, costs, attorney's fees, damages, and allegations in the Second Amended Complaint for the First Cause of Action under Labor Code §§ 2802, 2802.1, and 2804 and Sixth Cause of Action under Business and Professions Code §§ 17200, *et seq.* by the Participating Settlement Class Members against the Released Parties and all potential claims against the Released Parties reasonably arising from or reasonably related to the facts and claims alleged in the Second Amended Complaint for the Settlement Class Period of April 19, 2019 to February 1, 2024.

The motion for final approval of the settlement, which will include Class Counsel's application for an award of attorney's fees and costs will be filed with the Court by [INSERT DATE] and may be viewed in the court file at the United States District Court for the Central District of California, located at 350 W. 1st Street, Los Angeles, CA 90012, or online, as discussed below.

Defendants have agreed to pay each class member an amount as calculated in accordance with the terms of the Settlement Agreement after final approval of the class action settlement. This settlement payment will be distributed by the Claims Administrator approximately ten (10) calendar days after Defendants deposit the Settlement Funds with the Settlement Administrator, as defined in the settlement agreement. Your settlement check will be negotiable for one hundred and eighty (180) calendar days. Settlement checks returned as undeliverable, and the funds which correspond with the settlement checks that are not negotiated within one hundred and eighty (180) calendar days after issuance shall be submitted by the Settlement Administrator to the State of California's State Controller's Unclaimed Property Fund in your name. Instructions for retrieving your settlement funds from the Unclaimed Property can be found at www.ucpi.sco.ca.gov or by contacting the California State Controller's office.

Under the Settlement Defendants have agreed to make the following monetary payments, subject to the Court's approval: (1) the total of StaRN Reimbursement Payment to Participating Settlement Class Members; (2) up to \$15,000.00 in reimbursement of Class Counsel's actual out-of-pocket litigation expenses in prosecuting this case; (3) up to \$620,000.00 in Class Counsel's fees to compensate Class Counsel for the unpaid work they have performed in prosecuting this case; (4) up to \$35,000.00 to Phoenix Class Action Administration Solutions, the neutral third party settlement administrator, to administer this Settlement to the Participating Settlement Class Members; (5) a \$20,000.00 PAGA Payment for the PAGA claim with a \$15,000.00 payment to California Labor & Workforce Development Agency ("LWDA") ("PAGA LWDA Payment") pursuant to Labor Code §§2699, *et seq.* and a payment of \$5,000.00 to the PAGA Employees on a pro rata basis ("PAGA Employee Payment"), and (6) an award of, and not to exceed, \$15,000.00 to the Class Representative in consideration of her services to the Settlement Class in this case and the general release of all claims, pursuant to Civil Code §1542, that she made.

7. PAGA ACTION SETTLEMENT

[You are a PAGA Employee because you are] or [You are not a PAGA Employee because you are not] a current and former non-exempt registered nurses employed by Defendants in the state of California during any part of the period from April 19, 2022 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement, and whose employment ended prior to the end of the term of service period in the StaRN Promissory Note and/or the StaRN Program Agreement that would extinguish the StaRN Pay Obligation or whose employment is still subject to the StaRN Pay Obligation under the StaRN Promissory Note and/or StaRN Program Agreement.

[As a PAGA Employee you will receive an individual PAGA Employee Payment of \$ [REDACTED], that has been calculated on a pro rata basis from the \$5,000.00 that was allocated to the total PAGA Employee Payment. This amount is calculated by dividing the total PAGA Employee Payment by the total number of PAGA Employees.

As a PAGA Employee you will release any and all claims, causes of action, liabilities, demands, obligations, litigation costs, litigation expenses, interest, charges, costs, attorney's fees for civil penalties: under the California Private Attorneys General Act of 2004, Labor Code §§2698, *et seq.* as alleged (asserted) in the Eighth Cause of Action in the Second Amended Complaint for the PAGA Period (April 19, 2022 to February 1, 2024) against the Released Parties, and claims against the Released Parties reasonably arising from or reasonably related to the facts and claims alleged in the Second Amended Complaint, and the alleged violations of Labor Code §§ 2802, 2802.1, and 2804 in the LWDA Notice, or that could have been reasonably raised based on the facts and claims in the Second Amended Complaint or that could have been reasonably raised based on the facts and claims alleging violations of Labor Code §§ 2802, 2802.1 and 2804 in the LWDA Notice.

or

[As a non-PAGA Employee under this Settlement you will not participate in the PAGA Action Settlement or release the PAGA Released Claims]

If you dispute these figures, you may contact the Claims Administrator, as discussed below.

8. WHAT ARE MY RIGHTS AND OPTIONS IN THIS CLASS ACTION MATTER?

If you fit the description of a Settlement Class Member as set forth in this Notice, you have four options. Each option has its own consequences which you should understand before making your decision. Your rights regarding each option and the procedure you must follow to select each option are set forth below.

A. Option One. Do Nothing and Participate in the Class Action Settlement.

To get the relief of this Settlement (inclusive of legal rights and monetary relief), you do not need to take any action. As a Settlement Class Member, if the Court approves the Settlement, you are bound by the Settlement. You will then receive the benefits detailed above that includes the nullification and voidance of the StaRN Program Agreement and StaRN Promissory Note; indemnification by HCA for costs incurred for the StaRN Pay Obligations; and any applicable reimbursement for Your StaRN Payments, and will provide a release to Defendants and other Released Parties for the Participating Settlement Class Members Released Claims.

If the Court gives final approval to the settlement, and after entry of judgment, the Settlement Administrator will mail you a Notice of Judgment with a copy of the Judgment for your records to establish the rights under the nullification and voidance of the StaRN Agreement and StaRN Promissory Note; and right to indemnification; and a restitution check (if applicable).

It is important that you keep the Settlement Administrator informed of any changes in your address until you receive your settlement payment.

DEFENDANTS WILL NOT RETALIATE OR TAKE ANY ADVERSE ACTION AGAINST YOU OR ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING IN THE SETTLEMENT.

B. Option Two. You May Request to Be Excluded from the Settlement ("Opt-Out").

If you do not wish to participate in the Settlement, you must send a request for exclusion to the Settlement Administrator, set forth below. The request for exclusion must be mailed to the Settlement Administrator and **post-marked or email dated and timestamped, on or before [DATE] (30 days from Initial Mailing)**. The request for exclusion from the settlement **must** include the case name (*Rum v. HCA Healthcare, Inc., et al.*) your first and last name, signature, and last four digits of your social security number for verification purposes, and a statement that you wish to opt-out and exclude yourself from the settlement of the case or words to that effect. No form is provided for an exclusion request. Any Settlement Class Member who requests exclusion will not be

entitled to any portion of the class settlement and will not be providing a Participating Settlement Class Members Released Claims.

If you exclude yourself from the settlement, you will not have any right to object, appeal, or comment on the settlement. Settlement Class Members who fail to submit a valid and timely exclusion request will become Participating Settlement Class Members and shall be bound by all terms of the Settlement Agreement and any judgment entered in the Action if the Settlement is approved by the Court.

A request for exclusion will not apply to the PAGA Action Settlement and any share allocated for PAGA Employee Payment, which shall be paid to all PAGA Employees, who qualify as defined above, whether or not they request exclusion from the Settlement Class.

C. Option Three. You May Dispute Defendants' Information.

If you have been identified as a Settlement Class Member who made StaRN Payments in connection with Defendants' StaRN Program, you may submit a dispute of Defendants' information. The amount of your Participating Settlement Class Member Reimbursement Payment is equal to the StaRN Payment you made. If you believe that the amount of your Participating Settlement Class Member Reimbursement Payment identified in this notice does not equal the total amount of StaRN Payments you made, you may dispute that amount. Or, if you have not been identified as a Settlement Class Member who has made StaRN Payment in connection with Defendants' StaRN Program, and you believe such determination is not correct and that you are owed a Participating Settlement Class Member Reimbursement Payment, you may dispute the same.

Any such dispute must be mailed to the Settlement Administrator and **post-marked or email dated and timestamped on or before [DATE] (30 days from Initial Mailing)**. Disputes must state what you believe to be the correct value for the Restitution Payment and may produce any evidence you have to support your dispute which shall be resolved pursuant to the terms detailed in the Settlement Agreement. Absent evidence rebutting Defendants' records, Defendants' records will be determinative. In addition, your dispute **must** include the case name (*Rum v. HCA Healthcare, Inc., et al.*) your first and last name, signature, and last four digits of social security number for verification purposes. Sending a dispute will not risk your right to a settlement payment.

D. Option Four. You May Object to the Settlement.

As a Settlement Class Member, you may object to the settlement before final approval of the settlement by the Court. In order to object to the settlement or any portion of it, you should send any such written objection to the Settlement Administrator and **post-marked or email dated and timestamped on or before [DATE] (30 days from Initial Mailing)**. Objections **must** state all of the reasons for your objection, including the reasons why the objector believes that the Court should find that the Settlement is not in the best interests of the Settlement Class and why the Settlement should not be approved, and any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations) for which the objection is based. In addition, any objection **must** include the case name (*Rum v. HCA Healthcare, Inc., et al.*) your first and last name, address, and phone number. While the Court may, in its discretion, permit objections to be filed up until the date of the Final Approval Hearing, you will only be assured that your objection will be considered if you submit it to the Claims Administrator by the [DATE] deadline.

9. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, the enhancement award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____ at _____, in Courtroom 7A of the United States District Court for the Central District of California, located at United States Courthouse, 350 W. 1st Street, Los Angeles, CA 90012. You may attend the Final Approval Hearing and be heard even if you do not submit an objection to the settlement. The Final

Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

10. NON-RETALIATION

Defendants will not retaliate or take any adverse action against you or any Settlement Class Member for participating in the Settlement.

11. HOW WILL THE CLASS COUNSEL AND CLASS REPRESENTATIVE BE PAID?

The attorneys for Plaintiff and the Class ("Class Counsel") will be paid, subject to Court approval, by Defendants in an amount up to \$620,000.00 subject to a motion for attorney's fees with an hour and rate expenditure analysis for prosecuting this lawsuit (referred to as a lodestar analysis) and actual litigation costs spent prosecuting this lawsuit not to exceed \$15,000.00 to be paid by Defendants.

Defendants will also pay the Plaintiff, subject to Court approval, a service award for litigating this matter on behalf of the Settlement Class, and in exchange for a broader general release of claims subject to Civil Code §1542 (a release that is not being made by Participating Settlement Class Members or PAGA Employees), in an amount not to exceed \$15,000.00.

12. ADDITIONAL INFORMATION

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file, in addition to copies of the pleadings, orders and other documents filed in this litigation, at the United States District Court for the Central District of California, located at 350 W. 1st Street, Los Angeles, CA 90012. You may also review the settlement agreement and other documents related to this settlement online at [\[insert website\]](#) or through Public Access to Court Electronic Records ("PACER"). PACER is a browser based electronic retrieval system that provides access to the docket and documents in the case. To establish a PACER account, contact the PACER Service Center at <http://pacer.psc.uscourts.gov/> or 800-676- 6856. The case is titled *JACQUI RUM, et al. v. HCA HEALTHCARE, INC., et al.*, Case No. 2:23-ACV-05142-JFW(BFMx). You may also contact the Settlement Administrator as follows:

Rum v. HCA Healthcare, Inc., et al.
c/o Phoenix Class Action Administration Solutions
P.O. Box Orange, CA 92863
Ph: 800-209-2503

If you have questions, you may call Phoenix Class Action Administration Solutions, the Settlement Administrator, toll free at 800-209-2503. Ask about the *Rum v. HCA Healthcare, Inc., et al.* class settlement.

You may also contact Class Counsel at the addresses and telephone numbers listed above.

PLEASE DO NOT CALL THE COURT OR COUNSEL FOR DEFENDANTS.

If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

Exhibit B

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 Jason Hatcher (SBN 285481)
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Attorneys for Plaintiff Jacqui Rum,
 and the Certified Class.

**UNITED STATES DISTRICT COURT FOR THE CENTRAL
 DISTRICT OF CALIFORNIA**

JACQUI RUM, on behalf of herself
 and all others similarly situated

PLAINTIFF,

v.

HCA HEALTHCARE, INC., a
 Delaware Corporation;
 HEALTHTRUST WORKFORCE
 SOLUTIONS, LLC, a Tennessee
 Limited Liability Company; LOS
 ROBLES REGIONAL MEDICAL
 CENTER, a California Corporation;
 and DOES 1 through 100, inclusive

DEFENDANTS.

Case No.: 2:23-CV-05142-
 JFW(BFMx)

SECOND AMENDED CLASS
 ACTION COMPLAINT

1. **Failure to Indemnify Necessary Expenditures;**
2. **Failure to Provide Meal Periods;**
3. **Failure to Provide Rest Periods;**
4. **Failure to Pay All Wages Due at Separation;**
5. **Failure to Provide Accurate Wage Statements;**
6. **Unfair Competition**
8. **PAGA**

DEMAND FOR JURY

I. INTRODUCTION

This is an action brought by Plaintiff JACQUI RUM (“Plaintiff”), on her behalf and all others similarly situated, against HCA HEALTHCARE, INC. (“HCA”), a Delaware Corporation; HEALTHTRUST WORKFORCE SOLUTIONS, LLC (“HWS”), a Tennessee Limited Liability Company; LOS ROBLES REGIONAL MEDICAL CENTER (“LRRMC”), a California Corporation, SAN JOSE HEALTHCARE SYSTEM, LP D/B/A REGIONAL MEDICAL CENTER OF SAN JOSE (“SJHS”), a Delaware Limited Partnership; GS HOSPITAL, LP D/B/A GOOD SAMARITAN HOSPITAL (“GS”), a Delaware Limited Partnership; WEST HILLS HOSPITAL (“WS”), a California Corporation; and COLUMBIA RIVERSIDE, INC. D/B/A RIVERSIDE COMMUNITY HOSPITAL (“CRI”), a California Corporation, and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively “Defendants”) alleging, among other things violations of the California Labor Code and Unfair Competition Law. Plaintiff seeks damages, attorneys’ fees and costs of suit. Plaintiff is informed and believes, and on that basis alleges, as follows:

II. GENERAL ALLEGATIONS

1. This class action arises from wage and hour violations for, among other things, Defendants failure to indemnify California based, non-exempt, registered nurses for necessary expenditures, including but not limited to the expense and cost of any employer-provided or employer-required educational program or training in violation of the Labor Code; as well as Defendant LRRMC’s failure to provide Plaintiff compliant, timely, duty-free meal and rest periods, compliant wage statements, and timely pay all earned wages at termination to Plaintiff. As more fully described herein, Defendants failed and continue to fail comply with the Labor Code and Wage Orders. Accordingly, Plaintiff seeks among other things, all wages, restitutionary disgorgement, statutory penalties, and injunctive relief.

2. Plaintiff seeks to represent the following Class:

All current and former non-exempt registered nurses for Defendants, in California, for the period of April 19, 2019 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement and whose employment ended prior to the end of the term of service period stipulated in the StaRN Promissory Note and/or StaRN Program Agreement, or who was still employed by a Defendant and within the term of service period as of February 1, 2024. (The “TRAP Class”).

3. This Court has jurisdiction because Defendants removed this matter pursuant to Federal Question Jurisdiction and Supplemental Jurisdiction. Defendants do business in Ventura County and Defendants’ obligations and liability arise therein.

4. Plaintiff is a former 12-hour shift, registered nurse, non-exempt employee for Defendants who worked in Ventura County for Defendants.

5. Plaintiff is informed and believes, and thereon alleges that HCA is a Delaware corporation not registered with the California Secretary of State.

6. Plaintiff is informed and believes, and thereon alleges that HWS is a Tennessee Limited Liability Company formerly known as Parallon Enterprise, LLC.

7. Plaintiff is informed and believes, and thereon alleges that LRRMC, WS, and CRI are California corporations.

8. Plaintiff is informed and believes, and thereon alleges that SJHS and GS are Delaware Limited Partnerships.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained.

10. Plaintiff is informed and believes, and thereon alleges, that each and

all of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto Defendants were and are the agents of each other.

11. Plaintiff is informed and believes, and thereon alleges, that the named Defendants are an integrated enterprise, partners, owners, shareholders, managers, joint employers, or alter egos of each other.

12. Defendant DOES 1 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of Defendant Employers, and were acting on behalf of Defendant Employers in the payment of wages to Plaintiff.

13. At all relevant times alleged herein Plaintiff was employed by Defendants as a Registered Nurse, and Plaintiff held a position with Defendants as a Registered Nurse in Ventura County, State of California.

III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

14. Plaintiff and the TRAP Class were and are registered nurses, non-exempt, employees for Defendants in the state of California.

15. Plaintiff worked as 12-hour shift, direct patient care, non-exempt hourly employee for Defendant LRRMC in the state of California.

16. Throughout the period of April 19, 2019 through February 1, 2024 (“Class Period”), Plaintiff and all TRAP Class members were and are employees of Defendants, in the state of California, entitled to all of the protections afforded to employees under the Labor Code §§2802, 2802.1 and 2804.

17. Defendants’ primary business is the operation of healthcare business—e.g. the operation of hospitals. This work is performed in part by

1 Plaintiff and the TRAP Class members.

2 18. During the Class Period, Plaintiff and the TRAP Class members
3 worked for Defendants in the state of California as registered nurses.

4 19. During the Class Period, Defendants required Plaintiff and the TRAP
5 Class members to participate in employer-provided and/or employer-required
6 educational programs and/or training as a condition of employment (“StaRN
7 Training”).

8 20. Defendants’ StaRN Training was not voluntarily undertaken by
9 Plaintiff and the TRAP Class members solely at their discretion.

10 21. Defendants’ StaRN Training was not a requirement for a license,
11 registration, or certification necessary to legally practice in a specific employee
12 classification to provide direct patient care.

13 22. During the Class Period, Defendants required Plaintiff and the TRAP
14 Class members to bear the expenses and/or costs associated with the StaRN
15 Training without reimbursement or expenses. Plaintiff and the TRAP Class
16 members incurred losses in direct consequence of the discharge of their duties as a
17 result of the StaRN Training.

18 23. During Plaintiff’s employment, Defendant LRRMC’s policy and/or
19 practice required Plaintiff to carry a communication device, including but not
20 limited to iMobile devices, during meal and/or rest periods in order to remain on
21 call.

22 24. During Plaintiff’s employment, Defendant LRRMC failed to
23 authorize and permit legally compliant meal breaks to Plaintiff. Plaintiff was
24 assigned to and required to work shifts lasting over ten (10) hours without receiving
25 timely, duty-free, first meal periods and/or without receiving a second, duty-free,
26 thirty (30) minute uninterrupted off-duty meal break without exemption.

27 25. During Plaintiff’s employment, Defendant LRRMC failed to pay
28 Plaintiff for meal period violations at the correct regular rate of pay.

26. During Plaintiff's employment, Defendant LRRMC failed to authorize and provide the required number of duty-free rest periods in compliance with the provisions of the California Labor Code and applicable Wage Order. Plaintiff was assigned to and required to work shifts lasting over four (4) hours and were not provided nor allowed to take a non-captive paid ten-minute uninterrupted rest break during each four (4) hour work period, or major fraction thereof, at the direction of Defendant LRRMC and/or with Defendant LRRMC's knowledge and acquiescence.

27. During Plaintiff's employment, Defendant LRRMC failed to pay Plaintiff for rest period violations at the correct regular rate of pay.

28. Defendant LRRMC failed to pay Plaintiff all earned wages timely upon termination. This includes, but is not limited to, meal period premiums at the regular rate of pay and/or rest period premiums at the regular rate of pay and/or accrued unused vacation pay.

29. The wage statements provided by Defendant LRRMC to Plaintiff failed to provide accurate information as to the total hours worked, hourly rate for all hours worked, the net wages earned, and the gross wages earned per pay period.

30. Plaintiff is a member of the certified TRAP Class of similarly situated employees who all have been exposed to, have suffered, and/or were permitted to work under, Defendants' unlawful employment practices as alleged in the First and Sixth Cause of Action.

31. The Labor Code violations in the First and Sixth Cause of Action upon Plaintiff and the TRAP Class are a consequence of Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiff.

32. Because of Defendants' unlawful conduct in the First and Sixth Cause of Action, Plaintiff and the TRAP Class have been and continue to be systematically deprived of indemnification for costs of training they are entitled to

by law, to the detriment of herself and the public at large.

CLASS DEFINITION AND CLASS ALLEGATIONS

33. Plaintiff brings the First and Sixth Causes of Action on her own behalf and on behalf of all others similarly situated, pursuant to California Code of Civil Procedure §382, and as a member of the certified Class defined as follows:

All current and former non-exempt registered nurses for Defendants, in California, for the period of April 19, 2019 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement and whose employment ended prior to the end of the term of service period stipulated in the StaRN Promissory Note and/or StaRN Program Agreement, or who was still employed by a Defendant and within the term of service period as of February 1, 2024. (the “TRAP Class”).

34. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to alter, propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendants or otherwise.

35. Further, this action is brought for the benefit of the public, who are entitled to restitution of those funds improperly withheld by Defendants.

36. This action has been brought and may be properly maintained as a class action pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

37. **Numerosity:** Members of the classes are so numerous that their individual joinder is impracticable. It is possible to ascertain the number of former and current employees who are members of the proposed class, but they are so numerous that joinder is impracticable. The proposed Class includes future employees (persons who are hired by defendant within the class period, but who are not now class members as current or former employees) whose joinder is currently impossible. The precise number of Class members and their addresses

1 can be determined by Defendants' business records and will become known to
2 Plaintiff through discovery. Class members may be notified of the pendency of this
3 action by mail, e-mail, the internet, or published and posted notice.

4 38. **Typicality:** Plaintiff's claims are typical of the claims of members of
5 the proposed classes. Defendants employed Plaintiff during the statutory period,
6 and Plaintiff has been subjected to Defendants' unlawful employment practices, as
7 alleged in the First and Sixth Causes of Action in this Complaint.

8 39. **Adequacy of Class Representative:** Plaintiff will fairly and
9 adequately protect the interests of the classes. Plaintiff's interests do not conflict
10 with Class members' interests, and Plaintiff has retained competent and
11 experienced counsel. The interests of Class members will be fairly and adequately
12 protected by Plaintiff and her counsel.

13 40. **Common Questions of Law and Fact:** Common questions of law
14 and fact exist as to all Class members and predominate over any questions affecting
15 solely individual members of the proposed Class:

- 16 a. Whether Defendants engaged in a pattern or practice of failing to
17 indemnify Plaintiff and the TRAP Class for necessary expenditures
18 and losses incurred from Defendants' training courses in violation of
19 the applicable Labor Code §§2802, 2802.1 and 2804;
- 20 b. Whether Defendants improperly retained, appropriated or deprived
21 Plaintiff and the class members of the use of monies or sums to which
22 they were legally entitled in violation of Labor Code §§2802, 2802.1
23 and 2804;
- 24 c. Whether Defendants engaged in unfair business practices in violation
25 of Labor Code §§2802, 2802.1 and 2804;
- 26 d. Whether Defendants were participants in the alleged unlawful
27 conduct in violation of Labor Code §§2802, 2802.1 and 2804;
- 28 e. Whether the StaRN Program Agreements are null and void pursuant

to Labor Code §§ 2802, 28021, 2804;

f. Whether the StaRN Promissory Notes are null and void pursuant to Labor Code §§ 2802, 28021, 2804;

g. Whether declaratory relief should issue that the StaRN Program Agreements null and void pursuant to Labor Code §§ 2802, 28021, 2804;

h. Whether declaratory relief should issue that the StaRN Promissory Notes null and void pursuant to Labor Code §§ 2802, 28021, 2804;

i. Whether injunctive relief should issue for indemnification of Plaintiff and the TRAP Class against the StaRN Promissory Notes and StaRN Program Agreements and bar any future collection efforts against Plaintiff and the TRAP Class based on the StaRN Program, StaRN Promissory Note and StaRN Program Agreement.

41. **Superiority and Substantial Benefit:** A class action is the superior method for the fair and efficient adjudication of this controversy. Defendants implemented illegal schemes that are generally applicable to the members of the proposed plaintiff class and sub-classes. Damages suffered by each Class member may be relatively small given the burden and expense of individual prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an individual basis. Even if Class members could afford such individual litigation, the court system could not. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

42. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. Plaintiff is informed and believes, and on that basis alleges, that the amount of money due each Class member as economic damages is ascertainable from

Defendants' records or may readily be determined by other means.

43. The Classes should also be certified because:

- a. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants;
- b. The prosecution of separate actions by individual Class members creates the risk of adjudication with respect to them, which would, as a practical matter, be dispositive of the interests of the other Class members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests; and
- c. Defendants have acted or refused to act on grounds generally applicable to the Class, and/or general public, thereby making appropriate final and injunctive relief with respect to the Classes as a whole.

FIRST CAUSE OF ACTION

Failure to Indemnify Necessary Business Expenditures

(Labor Code §§ 2802, 2802.1, 2804 *et seq.*)

(Against all Defendants by Plaintiff and the TRAP Class)

44. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 43 of this Complaint.

45. Pursuant to Labor Code §2802, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

46. Pursuant to Labor Code §2802.1(a), Section 2802 applies to any

1 expense or cost of any employer-provided or employer-required educational
2 program or training for an employee providing direct patient care or an applicant
3 for direct patient care employment. Those expenses or costs shall constitute a
4 necessary expenditure or loss incurred by the employee in direct consequence of
5 the discharge of the employee's duties, as that phrase is used in Section 2802.

6 47. Pursuant to Labor Code §2804, "[a]ny contract or agreement, express
7 or implied, made by any employee to waive the benefits of this article or any part
8 thereof, is null and void, and this article shall not deprive any employee or his
9 personal representative of any right or remedy to which he is entitled under the
10 laws of this State."

11 48. Plaintiff and the TRAP Class incurred necessary expenditures in
12 direct consequence of the discharge of their duties to Defendants, and/or their
13 obedience to Defendants' directions, which includes reduced wages to offset
14 Defendants' training expenses and/or the repayment of alleged training costs up to
15 \$4,000.00.

16 49. Defendants demand and have demanded the additional repayment of
17 the alleged training costs subject to threats of filing legal actions against Plaintiff
18 and the TRAP Class.

19 50. Defendants' actions in requiring Plaintiff and the TRAP Class to
20 expend money in the discharge of their duties, but failing to fully indemnify and
21 reimburse for those expenses, is unlawful under the laws and regulations of the
22 State of California.

23 51. Defendants have wrongfully withheld indemnification for the
24 expenses incurred by Plaintiff and the TRAP Class. In violation of California law,
25 Defendants have systematically, knowingly, and willfully refused to perform their
26 obligations to indemnify and reimburse Plaintiff and the TRAP Class.

27 52. As a direct result, Plaintiff and the TRAP Class have suffered, and
28 continues to suffer, substantial losses related to the use and enjoyment of such

1 money, lost interest on such money, and expenses and attorneys' fees, expenses,
2 and costs of suit.

3 53. Plaintiff and the TRAP Class are entitled to recover, and seek, an
4 award from Defendants of the full amount of the losses incurred for necessary
5 expenditures, plus interest on all such amounts, injunctive relief, declaratory
6 judgment that any contract between Defendants and the TRAP Class members that
7 purports to waive the protections afforded under Labor Code §§2802 and 2802.1
8 is null and void, reasonable attorney's fees and costs of suit, and all other
9 appropriate remedies provided by Labor Code §§2802, et seq., or any other
10 provision of the Labor Code, and IWC Wage Orders.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **Violation of Labor Code §§226.7, 512, & IWC Wage Order No. 5-2001**

14 (Against Defendant LRRMC by Plaintiff ONLY)

15 54. Plaintiff restates and incorporates by reference each and every
16 allegation contained in paragraphs 1 through 43, inclusive, as though fully set forth
17 herein.

18 55. Labor Code §226.7 requires an employer to pay one additional hour
19 of compensation, at the regular rate of pay, per day for each meal period the
20 employer fails to provide pursuant to the Labor Code and/or applicable Wage
21 Order.

22 56. Plaintiff alleges that Defendant LRRMC failed to provide legally
23 compliant meal periods to Plaintiff; in addition to impeding, discouraging, and/or
24 dissuading Plaintiff from taking legally compliant meal periods. Employees are
25 entitled to a meal period of at least thirty (30) minutes per five (5) hours work
26 period. Plaintiff consistently worked over five (5) hours or ten (10) hours in a shift
27 without the requisite, timely, number of meal periods due to Defendant LRRMC's
28 policy of discouraging, dissuading and/or impeding Plaintiff from taking meal

1 periods, without exemption. Defendant LRRMC further required on-call meal
2 periods because the Plaintiff was required to be on-call during meal periods.
3 Pursuant to the Code, Plaintiff was entitled to, a duty-free, meal period of not less
4 than thirty (30) minutes prior to exceeding five (5) hours of work and a second
5 meal period for hours worked over ten (10) in a day.

6 57. Pursuant to Labor Code §512 and the applicable Wage Order,
7 employees are entitled to a meal period of at least thirty (30) minutes per five (5)
8 hour work period.

9 58. Section 11 of WO 5-01 applies to Plaintiff, and provides, in pertinent
10 part, that if an employer fails to provide an employee a legally compliant meal
11 period in accordance with the applicable provisions of this Order, the employer
12 shall pay the employee one hour of pay at the employee's regular rate of
13 compensation for each workday that the meal period was not provided.

14 59. Defendant LRRMC failed to authorize and permit uninterrupted meal
15 breaks to Plaintiff without exemption. Plaintiff was routinely required to work 12-
16 hour shifts without Defendant LRRMC providing two (2) uninterrupted meal
17 breaks at the direction of Defendant LRRMC and/or with Defendant LRRMC
18 knowledge or acquiescence.

19 60. Defendant LRRMC failed to provide, impeded and/or discouraged
20 Plaintiff from taking meal breaks of not less than thirty (30) minutes as required
21 by the Labor Code, and WO 5-01 §11.

22 61. Defendant LRRMC failed to provide a meal period premium payment
23 to Plaintiff at the regular rate of pay for meal period violations.

24 62. By its actions in requiring Plaintiff to work through meal periods
25 and/or its failure to relieve Plaintiff of her duties for off-duty meal periods,
26 Defendant LRRMC violated California Labor Code §226.7 and §11 of IWC Wage
27 Order No. 5-2001, and is liable to Plaintiff.

28 63. Pursuant to Labor Code §226.7, Plaintiff is entitled to damages in an

1 amount equal to one (1) hour of pay at no less than the regular rate of compensation
2 per missed meal break per day, in a sum to be proven at trial.

3 64. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff seeks
4 to recover pre-judgment interest on all amounts recovered herein as well as
5 attorney's fees and costs pursuant to Labor Code §218.5.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **Violation of Labor Code §§226.7, 512, & IWC Wage Order No. 5-2001**

9 (Against Defendant LRRMC by Plaintiff ONLY)

10 65. Plaintiff restates and incorporates by reference each and every
11 allegation contained in paragraphs 1 through 43, inclusive, as though fully set forth
12 herein.

13 66. Labor Code §226.7(b) provides that "An employer shall not require
14 an employee to work during a meal or rest or recovery period mandated pursuant
15 to an applicable statute, or applicable regulation, standard, or order of the Industrial
16 Welfare Commission, the Occupational Safety and Health Standards Board, or the
17 Division of Occupational Safety and Health."

18 67. Labor Code §516 provides that the Industrial Welfare Commission
19 "may adopt or amend working condition orders with respect to break periods, meal
20 periods, and days of rest for any workers in California consistent with the health
21 and welfare of those workers."

22 68. Section 12 of the IWC Wage Order No. 5-2001 states: "Every
23 employer shall authorize and permit all employees to take rest periods, which
24 insofar as practicable shall be in the middle of each work period. The authorized
25 rest period time shall be based on the total hours worked daily at the rate of ten
26 (10) minutes net rest time per four (4) hours or major fraction thereof. However,
27 a rest period need not be authorized for employees whose total daily work time is
28 less than three and one-half (3 ½) hours. Authorized rest period time shall be

counted as hours worked for which there shall be no deduction from wages.”

69. Labor Code §226.7(b) and Section 12(B) of the Wage Order require an employer to pay one additional hour of compensation, at the regular rate of pay, per day for each rest period the employer failed to provide pursuant to the Labor Code and/or applicable Wage Order.

70. Plaintiff worked over four (4) hours per shift and/or over ten (10) hours per shift.

71. Plaintiff was entitled to a non-captive, duty-free, paid rest period of not less than ten (10) minutes for every four hours worked or major fraction thereof.

72. Defendant LRRMC failed to provide the requisite number of legally compliant non-captive ten (10) minute paid rest periods to Plaintiff.

73. Defendant LRRMC failed to provide duty free ten (10) minute paid rest periods to Plaintiff by requiring that Plaintiff remain on-call during rest periods by carrying communication devices and responding to the communication devices during the rest periods.

74. As such, Plaintiff was not provided duty-free rest breaks in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257 as Defendant LRRMC failed to relinquish control over how Plaintiff spent her rest breaks.

75. As such, as a matter of Defendant LRRMC’s established company policy, Defendant LRRMC failed to authorize and permit Plaintiff all required paid rest periods established by Labor Code §§226.7 and 516 and Section 12 of the applicable Wage Order.

76. As a result of the unlawful acts of Defendant LRRMC, Plaintiff has been deprived of legally compliant paid rest breaks and is entitled to recover damages under Labor Code §226.7(b) and §12 of IWC Wage Order No. 5-2001 in the amount of one additional hour of compensation at their regular rate of pay for each day a paid rest break was not provided.

77. Defendant LRRMC failed to provide a rest period premium payment to Plaintiff at the regular rate of pay for rest period violations.

78. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff seeks to recover pre-judgment interest on all amounts recovered herein as well as attorney's fees and costs pursuant to Labor Code §218.5.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Violation of Labor Code §226

(Against Defendant LRRMC by Plaintiff ONLY)

79. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 43 of this Complaint.

80. California Labor Code §226 provides:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

81. Section 7(A) of the Wage Order requires accurate information

pertaining to total wages paid each payroll period, total hours worked in the payroll period and applicable rates of pay, and incentive plan formula provided to the employees.

82. Labor Code §226(e) provides that an employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation of §226 occurs and one hundred dollars (\$100) for each subsequent pay period not to exceed an aggregate penalty of four thousand dollars (\$4,000), as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely and accurate itemized statements to the employees.

83. At all material times, Defendant LRRMC knowingly and intentionally failed to provide Plaintiff with accurate wage statements reflecting the gross wages earned, net wages earned, total hours worked, the applicable hourly rates at the corresponding hours worked, and/or list the meal and rest period premium payment on the wage statement.

84. Plaintiff suffered injury as a result of Defendant LRRMC's knowing and intentional failure to provide accurate itemized wage statements as Plaintiff was owed but not paid premium payments for rest and meal period violations which were not reflected on the wage statements. Plaintiff suffered injury as a reasonable person could not promptly and easily determine from the wage statements alone the accurate amount of gross wages, applicable hourly rates at the corresponding hours worked, the net wages earned for the pay period and/or the total hours worked for the pay period based on the inaccurate wage statements.

85. Plaintiff is entitled to damages of statutory penalties pursuant to Labor Code §226(e) for these violations, in an amount to be determined at trial.

86. Plaintiff is entitled to and seek costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and (h).

FIFTH CAUSE OF ACTION

1 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION**

2 **Violation of Labor Code §§201, 203**

3 (Against Defendant LRRMC by Plaintiff ONLY)

4 87. Plaintiff re-alleges and incorporates by reference, as though fully set
5 forth herein, paragraphs 1 through 43 of this Complaint.

6 88. Plaintiff's employment ended with Defendant LRRMC during the
7 Class Period and was entitled to be promptly paid all earned and unpaid wages at
8 the time of termination, as required pursuant to Labor Code §§201 and 202, *et seq.*
9 Defendant LRRMC refused and/or intentionally failed to promptly compensate
10 Plaintiff all earned rest period premium pay and/or meal period premium pay
11 and/or vacation pay timely upon separation. Based on this Plaintiff is entitled to
12 damages in the form of statutory waiting time penalties pursuant to LC §203.

13 89. Plaintiff's employment was covered by Labor Code §203.

14 90. Accordingly, pursuant to Labor Code §203, Plaintiff is entitled to
15 waiting time penalties at an amount to be proven at trial.

16 **SIXTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **Violation of Business and Professions Code §§17200, *et seq.***

19 (Against all Defendants by Plaintiff and the TRAP Class)

20 91. Plaintiff re-alleges and incorporates by reference as though fully set
21 forth herein, paragraphs 1 through 43 of this Complaint.

22 92. Beginning on an exact date unknown to Plaintiff but believed to have
23 occurred at least since four (4) years before the filing of this action, Defendants
24 have engaged in a pattern and practice of acts of unfair competition in violation of
25 B&PC §17200, including the practices alleged herein.

26 93. Defendants, and each of them, are "persons" as defined by Business
27 and Professions Code §17201.

28 94. Plaintiff seeks to enforce important rights affecting the public interest.

1 Plaintiff sues on her own behalf and on behalf of the current, former, and future
2 employees of the Defendants that were not indemnified for required employee
3 training in violation of Labor Code §§2802, 2802.1.

4 95. Plaintiff seeks to enforce important rights affecting the public interest.
5 Plaintiff sues on her own behalf and on behalf of the public.

6 96. Plaintiff and the TRAP Class suffered injuries-in-fact and have lost
7 money as a result of the Defendants' unfair competition alleged herein.

8 **UNLAWFUL BUSINESS PRACTICES**

9 97. Defendants previously or continue to engage in unlawful, unfair,
10 and/or fraudulent business practices, as alleged in this Complaint, in violation of
11 California's B&PC §17200 *et seq.* by Defendants failing and refusing to reimburse
12 and indemnify Plaintiff and the TRAP Class members for necessary training
13 expenditures in violation of Labor Code §§2802, 2802.1 and 2804; and

14 98. These allegations constitute unfair business practices and/or unlawful
15 business practices in violation of California B&PC §17200, *et seq.*

16 99. Plaintiff and the TRAP Class seek full restitution of said monies, as
17 necessary and according to proof, to restore any and all monies withheld and/or
18 acquired by Defendants by means of the unfair, unlawful, and fraudulent business
19 practices complained of in this Cause of Action. Absent a statutory provision
20 specifically governing the type of claim at issue, the prejudgment interest rate is
21 10 percent. The acts complained of in this Cause of Action occurred, at least in
22 part, within the last four (4) years preceding the filing of the original complaint.

23 100. Plaintiff is informed and believes and thereon alleges that at all times
24 herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair
25 business practices prohibited by California B&PC §17200, thereby depriving their
26 employees and the TRAP Class of the protections afforded pursuant to Labor Code
27 §§2802, 2802.1 and 2804. Plaintiff further seeks an order requiring Defendants to
28 timely pay restitution to the TRAP Class, including interest, for the violations of

Labor Code §§2802, 2802.1 and 2804 alleged in this Cause of Action.

101. Plaintiff and the TRAP Class request attorney’s fees and costs pursuant to Code of Civil Procedure §1021.5 since this Cause of Action is brought to vindicate important rights of a large class and the public.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEY’S GENERAL ACT

Violation of Labor Code §§2269, *et seq.*

(Against all Defendants on behalf of Plaintiff and the PAGA Employees)

102. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1 through 43 of this Complaint. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004, provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

103. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

104. Plaintiff and Defendants’ current and former non-exempt registered nurses employed by Defendants in the state of California during any part of the period from April 19, 2022 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement, and whose employment ended prior to the end of the term of service period in the StaRN Promissory Note and/or the StaRN Program Agreement that would extinguish the StaRN Pay Obligation or whose employment is still subject to the StaRN Pay Obligation under the StaRN Promissory Note and/or StaRN Program Agreement (“PAGA

Employees”) are “aggrieved employees” as defined by Labor Code §2699, in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

105. Plaintiff gave written notice electronically to the LWDA, and by certified mail to Defendants of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code §2699.3. More than 65 days have lapsed since notice to the LWDA and the LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations. Accordingly, Plaintiff may commence a civil action to recover civil penalties for herself and other current and former employees under Labor Code §2699 pursuant to §2699.3.

106. Plaintiff asserts all Labor Code §§2802, 2802.1 and 2804 claims in this complaint against Defendants, individually and on behalf of all the PAGA Employees in her capacity as private attorney general and seeks all applicable civil penalties available under the Labor Code for the alleged violations of Labor Code §§2802, 2802.1 and 2804 made in this Complaint.

107. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of all Indemnification Aggrieved Employees, requests and seeks to recover from the Defendants attorneys’ fees and costs pursuant to Labor Code §2699(g)(1), as well as all civil penalties for the alleged violations of Labor Code §2699 pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other remedies provided in the Labor Code for Labor Code §§2802, 2802.1 and 2804 violations, in the amount of \$100 for each Indemnification Aggrieved Employee per initial violation of Labor Code §§2802, 2802.1 and 2804, and \$200 for each Indemnification Aggrieved Employee per pay period for each subsequent violation of Labor Code §§2802, 2802.1 and 2804.

108. Plaintiff seeks and is entitled to have 75% of all penalties obtained be allocated to the LWDA and 25% to the PAGA Employees.

109. Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(g)(1).

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment as follows:

1. For all unpaid wages due to Plaintiff in amounts to be proven at trial;
2. For Plaintiff's recovery as authorized by Labor Code §226(e);
3. For restitution due to Plaintiff and each TRAP Class member;
4. For all applicable statutory penalties due to Plaintiff, in amounts to be proven at trial;
5. For an award of waiting time penalties to Plaintiff pursuant to section 203 of the California Labor Code, in amounts to be proven at trial;
6. For Plaintiff's general damages including compensatory damages according to proof;
7. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;
8. For all applicable interest on damages, wages, and penalties due;
9. For injunctive relief and declaratory relief pursuant to Labor Code §§2802 and 2802.1 and 2804;
10. For restitution of all moneys due to Plaintiff and the TRAP Class and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200 for violations of Labor Code §§2802, 2802.1 and 2804;
11. For one (1) hour of pay at Plaintiff's regular rate of compensation for each workday that a legally compliant rest break was not provided to Plaintiff;
12. For one (1) hour of pay at Plaintiff's regular rate of compensation for each workday that a legally compliant meal break was not provided to

Plaintiff;

13. For costs of suit, expenses and attorneys' fees pursuant to Labor Code

§§226(e) and (h), 218.5, 2802, 2699(g)(1); Code of Civil Procedure

§1021.5, *et seq.*; and

14. On behalf of Plaintiff and all other PAGA Employees and the LWDA,

for all civil penalties authorized by Labor Code §2699(f) for violations

of Labor Code §§2802, 2802.1 and 2804, and;

15. For all such other and further relief that the Court may deem just and

proper.

Dated:

THE MYERS LAW GROUP, A.P.C.

By: _____

David P. Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiff JACQUI RUM,
for herself and all others similarly
situated

Exhibit C

[Counsel listed on following page]

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JACQUI RUM, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

HCA HEALTHCARE, INC., a
Delaware Corporation;
HEALTHTRUST WORKFORCE
SOLUTIONS, LLC, a Tennessee
Limited Liability Company; LOS
ROBLES REGIONAL MEDICAL
CENTER, a California Corporation;
and DOES 1 through 100, inclusive

Defendants.

Case No. 2:23-CV-05142-JFW(BFMx)

CLASS ACTION

**STIPULATION TO FINAL
JUDGMENT BY CONSENT
UNDER RULE 54(b) INCLUDING
DECLARATORY AND
PERMANENT INJUNCTIVE
RELIEF AS TO DEFENDANTS
HCA HEALTHCARE, INC.;
HEALTHTRUST WORKFORCE
SOLUTIONS, LLC; LOS ROBLES
REGIONAL MEDICAL CENTER;
SAN JOSE HEALTHCARE
SYSTEM, LP d/b/a GOOD
SAMARITAN HOSPITAL; WEST
HILLS HOSPITAL; AND
COLUMBIA RIVERSIDE, INC.
d/b/a RIVERSIDE COMMUNITY
HOSPITAL; [PROPOSED]
JUDGMENT**

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

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Attorneys for Defendants HCA HEALTHCARE, INC.; HEALTHTRUST
 WORKFORCE SOLUTIONS, LLC; LOS ROBLES REGIONAL MEDICAL

CENTER; SAN JOSE HEALTHCARE SYSTEM, LP D/B/A REGIONAL MEDICAL CENTER OF SAN JOSE; GS HOSPITAL, LP D/B/A GOOD SAMARITAN HOSPITAL; WEST HILLS HOSPITAL (“WS”); and COLUMBIA RIVERSIDE, INC. D/B/A RIVERSIDE COMMUNITY HOSPITAL

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

1 This matter having come before the Court for the entry of of Final Judgment by
2 Consent Under Rule 54(b) including Declaratory and Permanent Injunctive Relief as
3 to Defendants HCA Healthcare, Inc.; Healthtrust Workforce Solutions, LLC; Los
4 Robles Regional Medical Center; San Jose Healthcare System, LP d/b/a Regional
5 Medical Center of San Jose; Good Samaritan Hospital, LP d/b/a Good Samaritan
6 Hospital; West Hills Hospital; and Columbia Riverside, Inc. d/b/a Riverside
7 Community Hospital (collectively “Defendants”) (“Final Judgment by Consent” or
8 “Stipulation for Final Judgment by Consent”), with the consent of Plaintiff Jacqui
9 Rum (“Plaintiff”), on behalf of herself and the certified Participating Settlement Class
10 in this action (collectively referred to herein as the “Parties”), in accordance with Rule
11 54(b) of the Federal Rules of Civil Procedure, it is ORDERED, ADJUDGED, and
12 DECREED as follows:

13 1. This Court has jurisdiction over the subject matter of this action
14 pursuant to 28 U.S.C. §§1332(d), 1453, 1367 and over Defendants. The Second
15 Amended Complaint states claims upon which relief may be granted against
16 Defendants. Venue is appropriate in this District pursuant to 28 U.S.C. §1391(b)(2);
17 *Bozic v. United States Dist. Court* (9th Cir. 2018) 888 F.3d 1048, 1053.

18 2. HCA Healthcare, Inc. (“HCA”) has been properly served and consents
19 to the Court exercising personal jurisdiction over it. HCA waives all defenses of lack
20 of jurisdiction over HCA, improper venue, insufficiency of process, and
21 insufficiency of service of process.

22 3. Healthtrust Workforce Solutions, LLC (“HWS”) has been properly
23 served and consents to the Court exercising personal jurisdiction over it. HWS
24 waives all defenses of lack of jurisdiction over HWS, improper venue, insufficiency
25 of process, and insufficiency of service of process.

26 4. Los Robles Regional Medical Center (“LRRMC”) has been properly
27 served and consents to the Court exercising personal jurisdiction over it. LRRMC
28 waives all defenses of lack of jurisdiction over LRRMC, improper venue,

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

insufficiency of process, and insufficiency of service of process.

5. San Jose Healthcare, LP d/b/a Regional Medical Center of San Jose (“RMC”) has been properly served and consents to the Court exercising personal jurisdiction over it. RMC waives all defenses of lack of jurisdiction over RMC, improper venue, insufficiency of process, and insufficiency of service of process.

6. Good Samaritan Hospital, LP d/b/a Good Samaritan Hospital (“GSH”) has been properly served and consents to the Court exercising personal jurisdiction over it. GSH waives all defenses of lack of jurisdiction over GSH, improper venue, insufficiency of process, and insufficiency of service of process.

7. West Hills Hospital (“WHH”) has been properly served and consents to the Court exercising personal jurisdiction over it. WHH waives all defenses of lack of jurisdiction over WHH, improper venue, insufficiency of process, and insufficiency of service of process.

8. Columbia Riverside, Inc. d/b/a Riverside Community Hospital (“RCH”) has been properly served and consents to the Court exercising personal jurisdiction over it. RCH waives all defenses of lack of jurisdiction over RCH, improper venue, insufficiency of process, and insufficiency of service of process.

9. This Court has subject matter jurisdiction over this action.

10. The Parties agree to submit to the jurisdiction of this Court to enforce the provisions of this Final Judgment by Consent Under Rule 54(b) including Declaratory and Permanent Injunctive Relief as to Defendants HCA Healthcare, Inc.; Healthtrust Workforce Solutions, LLC; Los Robles Regional Medical Center; San Jose Healthcare System, LP d/b/a Regional Medical Center of San Jose; Good Samaritan Hospital, LP d/b/a Good Samaritan Hospital; West Hills Hospital; and Columbia Riverside, Inc. d/b/a Riverside Community Hospital worldwide.

11. Plaintiff is an individual residing in the State of California.

12. The Participating Settlement Class Members or PSCM are

1 All current and former non-exempt registered nurses for
2 Defendants, in California, for the period of April 19, 2019
3 through February 1, 2024, who entered into a StaRN Promissory
4 Note and/or StaRN Program Agreement and whose employment
5 ended prior to the end of the term of service period stipulated in
6 the StaRN Promissory Note and/or StaRN Program Agreement,
7 or who was still employed by a Defendant and within the term of
8 service period as of February 1, 2024.

9 13. Defendant HCA is a Delaware Corporation, with its principal place of
10 business at 30 N. Gould, Suite R, Sheridan, WY 82801.

11 14. Defendant HWS is a Tennessee Limited Liability Company, with its
12 principal place of business at One Park Plaza, Nashville, TN 37203.

13 15. Defendant LRRMC is a California Corporation, with its principal place
14 of business at One Park Plaza, Nashville, TN 37203.

15 16. Defendant RMC is a Delaware Limited Partnership, with its principal
16 place of business at One Park Plaza, Nashville, TN 37203.

17 17. Defendant GSH is a Delaware Limited Partnership, with its principal
18 place of business at One Park Plaza, Nashville, TN 37203.

19 18. Defendant RMC is a Delaware Limited Partnership, with its principal
20 place of business at One Park Plaza, Nashville, TN 37203.

21 19. Defendant WHH is a California Corporation, with its principal place of
22 business at One Park Plaza, Nashville, TN 37203.

23 20. Defendant RCH is a California Corporation, with its principal place of
24 business at One Park Plaza, Nashville, TN 37203.

25 21. Defendant HCA is, or was, the indirect parent of five general acute
26 hospitals in the state of California: Defendant LRRMC; Defendant WHH; Defendant
27 RCH; Defendant RMC; and Defendant GSH.

28 22. Defendant HWS is an indirect subsidiary of HCA.

23. Plaintiff and the Participating Settlement Class Members worked for
Defendants in the State of California as Registered Nurses at any point from April

19, 2019 through February 1, 2024.

24. Plaintiff and the Participating Settlement Class Members were Defendants’ employees providing direct patient care and/or applicants for direct patient care employment with Defendants at a California general acute hospital.

25. From April 19, 2019 through January 2023, Plaintiff and the Participating Settlement Class Members signed offer of employment letters with HWS pursuant to the Specialty Training & Apprenticeship for Registered Nurses Program (“StaRN Program”) with the provision that they would later be transferred to Defendants LRRMC, WHH, RCH, GSH and/or RMC. After January 2023, the Participating Settlement Class Members were initially hired directly by Defendants LRRMC, WHH, RCH, GSH, and RMC.

26. Prior to beginning the StaRN Program, Plaintiff and the Participating Settlement Class Members entered into Defendants’ Specialty Training & Apprenticeship for Registered Nurses Program Agreements (“StaRN Agreements”), wherein Plaintiff and the Participating Settlement Class Members agreed to remain at their assigned facility hospital (one of the five California HCA hospitals) for two years and agreed to “compensate Facility [one of the five California HCA hospitals] for the value of the program” in a prorated amount up to \$4,000 if they did not complete a two-year employment commitment.

27. Plaintiff and certain Participating Settlement Class Members also signed Defendants’ Promissory Notes Specialty Training & Apprenticeship for Registered Nurses Program (“StaRN Promissory Notes”) agreeing to such payment terms.

28. The StaRN Promissory Notes provided that interest would accrue at a fixed rate of 3% per annum and that Plaintiff and the Participating Settlement Class Members would pay the holder of the note a “late charge” equal to 10% of the total amount of any payment required if payment was not received by the holder of the promissory note within 10 business days after the date such payment became due “to

1 defray the expense incurred by Holder in handling and processing such delinquent
2 payment and not as a penalty or forfeiture”.

3 29. The StaRN Promissory Notes also provided that, “in case this Note is
4 collected by law or through an attorney-at-law, or under advise there from, whether
5 or not suit is brought”, the Plaintiff and Participating Settlement Class Members
6 would pay “all costs of collection, including reasonable attorneys’ fees”.

7 30. Pursuant to the terms of the StaRN Promissory Notes and StaRN
8 Agreements, the StaRN Promissory Notes were automatically assigned to the
9 Plaintiff’s and Participating Settlement Class Members assigned facility hospital
10 (one of the five California HCA hospitals), effective immediately upon
11 commencement of employment by Plaintiff and the Participating Settlement Class
12 Members at that facility.

13 31. When Plaintiff and the Participating Settlement Class Members did not
14 complete the two-year employment period, Defendants initiated collections efforts
15 via a third party collection agency Benefit Recovery Group (“BRG”) for some of the
16 Participating Settlement Class Members.

17 32. BRG’s letters stated that failure to make payment may result in HCA
18 pursuing any and all legal rights it has against Plaintiff and the Participating
19 Settlement Class Members (as applicable), including filing legal actions.

20 33. BRG’s letters also advised that, in addition to seeking the full amount
21 of payment, HCA may also seek to recover interest and all costs and attorneys’ fees
22 incurred in connection with its efforts to collect on amounts due and owing.

23 34. The legal and actual “Holder” of the StaRN Promissory Notes for
24 Plaintiff and the Participating Settlement Class Members are Defendants LRRMC,
25 WHH, RCH, GSH and RMC.

26 35. Plaintiff and the Participating Settlement Class Members are afforded
27 the full protection of Labor Code §§ 2802, 2802.1 and 2804.

28 36. Defendants LRRMC, WHH, RCH, GSH and RMC are and/or were
STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

California General Acute hospitals from April 19, 2019 to February 1, 2024.

37. The Second Amended Complaint alleges violations of Labor Code §§2802, 2802.1 and 2804, including but not limited to:

- a. Failure to indemnify, and/or reimburse, Plaintiff and the Participating Settlement Class Members for necessary expenditures and/or losses in violation of Labor Code §§2802 and 2802.1 without exemption or defense; and
- b. Failure to indemnify, and/or reimburse, Plaintiff and the Participating Settlement Class Members for any expense or cost of any employer-provided or employer-required educational program or training for an employee providing direct patient care or an applicant for direct patient care employment. Those expenses or costs shall constitute a necessary expenditure or loss incurred by the employee in direct consequence of the discharge of the employee's duties, as that phrase is used in Section 2802, in violation of Labor Code §§ 2802 and 2802.1 without exemption or defense.

38. By way of this Final Judgment by Consent, any and all repayment provisions for the value of the StaRN Program contained within StaRN Agreements and StaRN Promissory Notes entered into by Plaintiff and/or the Participating Settlement Class Members are null and void in their entirety. This includes, rendering null and void by this Final Judgment by Consent any and all claims, causes of action, any sum of money or property or the equivalent that is due and/or owed or alleged to be due or owed, any contractual sum payable upon a contingency, any repayment of costs as a condition precedent to participation in the StaRN Program, any outstanding balance of principal and interest due or owed or claimed due or claimed owed, repayment obligations, liabilities, demands, obligations, guarantees, litigation costs, litigation expenses, interest, charges, late charges, collection costs,

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

1 penalties, attorney's fees, damages, fees, and/or contractual payment obligations of
2 Plaintiff and the Participating Settlement Class Members arising under repayment
3 provisions for the value of the StaRN Program contained within the StaRN Program
4 Agreements and/or StaRN Promissory Notes entered into by Plaintiff and/or the
5 Participating Settlement Class Members.

6 39. Defendants and their present and former parent companies, subsidiaries,
7 divisions, related or affiliated companies, shareholders, officers, directors,
8 employees, agents, attorneys, successors, assigns, all Holders of the StaRN
9 Promissory Notes, all subsequent Holders of the StaRN Promissory Notes, all
10 predecessor Holders of the StaRN Promissory Notes are permanently enjoined from
11 asserting any and all claims, causes of action, debts, liabilities, demands, obligations,
12 guarantees, litigation costs, litigation expenses, interest, charges, late charges,
13 collection costs, penalties, attorney's fees, damages, fees, contractual debt and
14 contractual payment obligations against Plaintiff and the Participating Settlement
15 Class Members as contained in and/or arising under the repayment provisions for the
16 value of the StaRN Program contained within StaRN Program Agreements and
17 StaRN Promissory Notes entered into by Plaintiff and/or the Participating Settlement
18 Class Members.

19 40. It is the express intent of the Parties that this Final Judgment by Consent
20 is given preclusive effect against actual or putative entities previously asserting or
21 currently asserting or who assert in the future any and all claims, causes of action,
22 any sum of money or property or the equivalent that is due and/or owed or alleged
23 to be due or owed, any contractual sum payable upon a contingency, any repayment
24 of costs as a condition precedent to participation in the StaRN Program, any
25 outstanding balance of principal and interest due or owed or claimed due or claimed
26 owed, repayment obligations, liabilities, demands, obligations, guarantees, litigation
27 costs, litigation expenses, interest, charges, late charges, collection costs, penalties,
28 attorney's fees, damages, fees, and/or contractual payment obligations of Plaintiff

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

1 and the Participating Settlement Class Members contained in and/or arising under
2 repayment provisions for the value of the StaRN Program contained within the
3 StaRN Program Agreements and StaRN Promissory Notes entered into by Plaintiff
4 and/or the Participating Settlement Class Members.

5 41. It is the express intent of the Parties that this Final Judgment by Consent
6 renders any and all claims, causes of action, any sum of money or property or the
7 equivalent that is due and/or owed or alleged to be due or owed, any contractual sum
8 payable upon a contingency, any repayment of costs as a condition precedent to
9 participation in the StaRN Program, any outstanding balance of principal and interest
10 due or owed or claimed due or claimed owed, repayment obligations, liabilities,
11 demands, obligations, guarantees, litigation costs, litigation expenses, interest,
12 charges, late charges, collection costs, penalties, attorney's fees, damages, fees,
13 and/or contractual payment obligations of Plaintiff and the Participating Settlement
14 Class Members contained in and/or arising under repayment provisions for the value
15 of the StaRN Program contained within the StaRN Program Agreements and StaRN
16 Promissory Notes, entered into by Plaintiff and/or the Participating Settlement Class
17 Members, are null and void and unenforceable as a matter of law.

18 42. It is the express intent of the Parties that this Final Judgment by Consent
19 provides Plaintiff and the Participating Settlement Class Members a complete and
20 total defense to any and all claims, causes of action, any sum of money or property
21 or the equivalent that is due and/or owed or alleged to be due or owed, any
22 outstanding balance of principal and interest due or owed or claimed due or claimed
23 owed, repayment obligations, liabilities, demands, obligations, guarantees, litigation
24 costs, litigation expenses, interest, charges, late charges, collection costs, penalties,
25 attorney's fees, damages, fees, and/or contractual payment obligations of Plaintiff
26 and the Participating Settlement Class Members contained in and/or arising under
27 repayment provisions for the value of the StaRN Program contained within the
28 StaRN Program Agreements and StaRN Promissory Notes entered into by Plaintiff

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

1 and/or the Participating Settlement Class Members.

2 43. Defendants and their present and former parent companies, shall
3 indemnify, reimburse, defend, and hold harmless Plaintiff and each Participating
4 Settlement Class Member and their respective successors, assigns, and heirs for any
5 and all claims, causes of action, indebtedness, liabilities, demands, obligations,
6 guarantees, financial loss, damage, injury, sanction, judgment, litigation costs,
7 litigation expenses, interest, charges, late charges, collection costs, penalties,
8 reasonable attorney's fees, expert witness fees, investigator fees, court costs, costs
9 and fees associated with arbitration or litigation or mediation, including but not
10 limited to the cost of defense ("Indemnification Costs") that any Participating
11 Settlement Class Member incurs or incurred on or after February 2, 2024 (whether
12 via renewal of prior collection effort(s) or a newly initiated collection effort(s)),
13 directly resulting from collection efforts from Defendants, an HCA-affiliate, any
14 third party collection agency and/or any Released Party against a Participating
15 Settlement Class Member and/or his/her respective successors, assigns, and heirs in
16 connection with the StaRN Payment Obligations. For the avoidance of doubt, this
17 provision does not apply to any Indemnification Costs incurred prior to February 2,
18 2024 (or written notification as detailed below). So that Defendants can
19 expeditiously quash any such collection efforts, after the Notice of Judgment
20 (Exhibit D) mailing date, Participating Settlement Class Members must place
21 Defendants on written notice within thirty (30) calendar days of (i) the Notice of
22 Judgment mailing date for collection efforts that Participating Settlement Class
23 Members were subject to prior to the Notice of Judgment mailing date or (ii) the
24 Participating Settlement Class Member's receipt of collection efforts that
25 Participating Settlement Class Members are subject to after the Notice of Judgment
26 mailing date—failing to provide such written notice to Defendants ("Indemnification
27 Notice") waives the right to indemnification of costs and expenses, reasonable
28 attorney's fees, and expert witness fees for services not provided by or through

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

Defendants in response to the collection efforts. In addition, under this Settlement, Defendants, or Defendants' present or future parent companies, shall have no indemnification or reimbursement obligations whatsoever (in any form) for any Indemnification Costs that any Participating Settlement Class Member incurs on or after February 2, 2024 and prior to providing written Indemnification Notice. Participating Settlement Class Members shall make reasonable efforts to avoid incurring any Indemnification Costs after providing written Indemnification Notice.

44. This Court retains jurisdiction for the duration of this Final Judgment by Consent to enforce its terms.

45. The Effective Date of this Final Judgment by Consent shall be the date on which the Final Judgment by Consent has been entered by the Court and has become final and non-appealable.

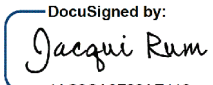
46. Defendants consent and stipulate to entry of this Final Judgment by Consent pursuant to the Joint Stipulation of Class Action and PAGA Action Settlement and in no way admit liability on Plaintiff's claims, and waive any appeal or challenge to this Final Judgment by Consent.

47. The Parties shall comply with the terms of the Joint Stipulation of Class Action and PAGA Action Settlement entered into by and between the Parties and executed concurrently with this stipulation for Final Judgment by Consent.

STIPULATED AND AGREED TO:

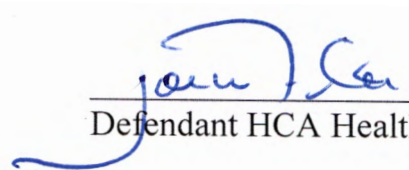
The Parties have stipulated to this Final Judgment by Consent, as indicated by their signatures below:

DATED: March 13, 2025

DocuSigned by:

 1AC9CA0F22AE416...
 Plaintiff Jacquie Rum

DATED: _____

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

1
2
3 DATED: 4/7/25
4
Defendant HCA Healthcare, Inc.5
6 DATED: _____
7Defendant Healthtrust Workforce
Solutions, LLC8
9
10 DATED: _____
11Defendant Los Robles Regional
Medical Center12
13
14 DATED: _____
15

Defendant West Hills Hospital

16
17 DATED: _____
18Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital19
20 DATED: _____
21Columbia Riverside, Inc. d/b/a
Riverside Community Hospital22
23 DATED: _____
24San Jose Healthcare System, LPd/t/a
Regional Medical Center of San Jose,25
26
27
28
STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

Defendant HCA Healthcare, Inc.

DATED: 4/30/2025

DocuSigned by:

Ed Jones

E5816C4FF93049A...

Defendant Healthtrust Workforce
Solutions, LLC

DATED: _____

Defendant Los Robles Regional
Medical Center

DATED: _____

Defendant West Hills Hospital

DATED: _____

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

DATED: _____

Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

DATED: _____

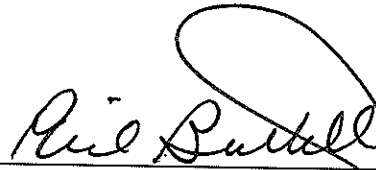
San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

Defendant HCA Healthcare, Inc.

DATED: _____

Defendant Healthtrust Workforce
Solutions, LLC

DATED: 4/28/25



Defendant Los Robles Regional
Medical Center

DATED: _____

Defendant West Hills Hospital

DATED: _____

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

DATED: _____

Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

DATED: _____

San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

Defendant HCA Healthcare, Inc.

DATED: _____

Defendant Healthtrust Workforce
Solutions, LLC

DATED: _____

Defendant Los Robles Regional
Medical Center

DATED: 4/28/25

Defendant West Hills Hospital

DATED: _____

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

DATED: _____

Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

DATED: 4/28/25

San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

Defendant HCA Healthcare, Inc.

DATED: _____

Defendant Healthtrust Workforce
Solutions, LLC

DATED: _____

Defendant Los Robles Regional
Medical Center

DATED: _____

Defendant West Hills Hospital

DATED: 4/29/25

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

DATED: _____

Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

DATED: _____

San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL; WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

Defendant HCA Healthcare, Inc.

DATED: _____

Defendant Healthtrust Workforce
Solutions, LLC

DATED: _____

Defendant Los Robles Regional
Medical Center

DATED: _____

Defendant West Hills Hospital

DATED: _____

Good Samaritan Hospital, LP d/b/a
Good Samaritan Hospital

DATED: 4/28/25


Columbia Riverside, Inc. d/b/a
Riverside Community Hospital

DATED: _____

San Jose Healthcare System, LPd/b/a
Regional Medical Center of San Jose,

STIPULATION TO FINAL JUDGMENT BY CONSENT UNDER RULE 54(b) INCLUDING DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AS TO DEFENDANTS HCA HEALTHCARE, INC.; HEALTHTRUST WORKFORCE SOLUTIONS, LLC; LOS
ROBLES REGIONAL MEDICAL CENTER; SAN JOSE HEALTHCARE SYSTEM, LP d/b/a GOOD SAMARITAN HOSPITAL, WEST HILLS
HOSPITAL; AND COLUMBIA RIVERSIDE, INC. d/b/a RIVERSIDE COMMUNITY HOSPITAL

[PROPOSED] JUDGMENT

For the reasons set forth in the Court's Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement and Motion for Attorney's Fees, the court APPROVES the Parties' Joint Stipulation of Class Action and PAGA Action Settlement ("Settlement Agreement" or "Settlement") and the Parties' Stipulation to Final Judgment by Consent Under Rule 54(b) and ENTERS Judgment as follows:

1. The Stipulation to Final Judgment by Consent is incorporated by reference and restated herein in this Judgment.

2. The Joint Stipulation of Class Action and PAGA Action Settlement ("Settlement Agreement" or "Settlement") is incorporated by reference in this Judgment.

3. For purposes of this Judgment, the Court confirms certification of the Participating Settlement Class defined as follows:

All current and former non-exempt registered nurses for Defendants, in California, for the period of April 19, 2019 through February 1, 2024, who entered into a StaRN Promissory Note and/or StaRN Program Agreement and whose employment ended prior to the end of the term of service period stipulated in the StaRN Promissory Note and/or StaRN Program Agreement, or who was still employed by a Defendant and within the term of service period as of February 1, 2024.

Plaintiff's and Participating Settlement Class Member Relief

4. StaRN Program Agreements and StaRN Promissory Notes are Null and Void. Plaintiff's and the Participating Settlement Class Members' Specialty Training Apprenticeship for Registered Nurses ("StaRN") Program Promissory Notes ("StaRN Promissory Notes") and StaRN Program Agreements are null and void pursuant to the terms as well as stipulated facts and findings of law in the Stipulation to Final Judgment by Consent.

1 5. Indemnification for Participating Settlement Class Members.

2 Defendants, or Defendants' present or future parent companies, shall indemnify,
3 reimburse, defend, and hold harmless Plaintiff and each Participating Settlement Class
4 Member and their respective successors, assigns, and heirs for any and all claims,
5 causes of action, indebtedness, liabilities, demands, obligations, guarantees, financial
6 loss, damage, injury, sanction, judgment, litigation costs, litigation expenses, interest,
7 charges, late charges, collection costs, penalties, reasonable attorney's fees, expert
8 witness fees, investigator fees, court costs, costs and fees associated with arbitration
9 or litigation or mediation, including but not limited to the cost of defense
10 ("Indemnification Costs") that any Participating Settlement Class Member incurs or
11 incurred on or after February 2, 2024 (whether via renewal of prior collection effort(s)
12 or a newly initiated collection effort(s)), directly resulting from collection efforts from
13 Defendants, an HCA-affiliate, any third party collection agency and/or any Released
14 Party against a Participating Settlement Class Member and/or his/her respective
15 successors, assigns, and heirs in connection with the StaRN Payment Obligations. For
16 the avoidance of doubt, this provision does not apply to any Indemnification Costs
17 incurred prior to February 2, 2024 (or written notification as detailed below). So that
18 Defendants can expeditiously quash any such collection efforts, after the Notice of
19 Judgment (Exhibit D) mailing date, Participating Settlement Class Members must
20 place Defendants on written notice within thirty (30) calendar days of (i) the Notice
21 of Judgment mailing date for collection efforts that Participating Settlement Class
22 Members were subject to prior to the Notice of Judgment mailing date or (ii) the
23 Participating Settlement Class Member's receipt of collection efforts that Participating
24 Settlement Class Members are subject to after the Notice of Judgment mailing date—
25 failing to provide such written notice to Defendants ("Indemnification Notice")
26 waives the right to indemnification of costs and expenses, reasonable attorney's fees,
27
28

1 and expert witness fees for services not provided by or through Defendants in response
2 to the collection efforts. In addition, under this Settlement, Defendants, or
3 Defendants' present or future parent companies, shall have no indemnification or
4 reimbursement obligations whatsoever (in any form) for any Indemnification Costs
5 that any Participating Settlement Class Member incurs on or after February 2, 2024
6 and prior to providing written Indemnification Notice. Participating Settlement Class
7 Members shall make reasonable efforts to avoid incurring any Indemnification Costs
8 after providing written Indemnification Notice.

9 6. StaRN Reimbursement Payment to Participating Settlement Class
10 Members. Defendants shall make StaRN Reimbursement Payment to Participating
11 Settlement Class Members who made StaRN Payments, as disclosed by Defendants'
12 records, equal to 100% of the value of the Participating Settlement Class Members'
13 StaRN Payments. The StaRN Reimbursement Payment to PSCM is equal to the total
14 dollar amount of each PSCM's individual StaRN Payment. For example, an individual
15 PSCM that paid a total of \$2,500.00 as an individual StaRN Payment against that
16 individual PSCM's StaRN Pay Obligation will be paid \$2,500.00 under the terms of
17 this Settlement.

18 7. Notice of Judgment. The Settlement Administrator shall mail, at the time
19 of distribution, all Participating Settlement Class Members the Notice of Judgment
20 that includes a copy of this Judgment.

21 **Settlement and Settlement Terms**

22 8. All Participating Settlement Class Members and Defendants are bound
23 by the terms and conditions of the Settlement Agreement, and all court orders
24 regarding the Settlement.

25 9. The Released Parties are released and discharged from any and all
26 liability with respect to the Settlement Class Released Claims as to all Participating
27

1 Settlement Class Members.

2 10. The Court finds and determines the Class Action Settlement is fair and
3 reasonable.

4 11. The Court approves the Private Attorneys General Act Settlement as fair
5 and reasonable.

6 12. The Parties and the Settlement Administrator are hereby ordered to
7 comply with the terms of the Settlement Agreement and the Court's Final Approval
8 Order.

9 13. The Court approves David P. Myers, Jason Hatcher, and Andriana N.
10 Bravo, of the Myers Law Group, A.P.C., as Class Counsel, and approves and awards
11 \$620,000.00 in attorney's fees and \$[INSERT] in actual reasonable litigation costs.

12 14. The Court approves and awards Plaintiff Jacqui Rum a service award in
13 the amount of \$15,000.00.

14 15. The Court approves and awards Phoenix Settlement Administrators, the
15 Settlement Administrator, \$25,000.00 for its services rendered and to be rendered as
16 Settlement Administrator.

17 16. Without affecting the finality of this Judgment, the Court shall retain
18 exclusive and continuing jurisdiction over the Action, the Class Representative, the
19 Participating Settlement Class Members and Defendants for purposes of supervising
20 the consummation, administration, implementation, enforcement and interpretation of
21 the Settlement Agreement and all other matters covered in this Order.

22 17. Defendants consent and stipulate to entry of this Final Judgment by
23 Consent pursuant to the Joint Stipulation of Class Action and PAGA Action
24 Settlement and in no way admit liability on Plaintiff's claims.
25

26 ///

27 ///

18. The Court finds there is no just reason for delay and directs the Clerk to enter judgment pursuant to Federal Rule of Civil Procedure 54 forthwith.

IT IS SO ORDERED.

Dated: _____

HON. JOHN F. WALTER
UNITED STATES DISTRICT COURT

Exhibit D

IMPORTANT LEGAL NOTICE
RETAIN FOR YOUR RECORDS AND USE

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

JACQUI RUM, on behalf of herself
and all others similarly situated

PLAINTIFF,

v.

HCA HEALTHCARE, INC., a
Delaware Corporation;
HEALTHTRUST WORKFORCE
SOLUTIONS, LLC, a Tennessee
Limited Liability Company; LOS
ROBLES REGIONAL MEDICAL
CENTER, a California Corporation;
and DOES 1 through 100, inclusive

DEFENDANTS.

Case No. 2:23-CV-05142-JFW(BFMx)

CLASS ACTION

**NOTICE OF JUDGMENT AND
INDEMNIFICATION**

*A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A
SOLICITATION. PLEASE READ THIS NOTICE.*

RETAIN FOR YOUR RECORDS AND USE

Dear **[INSERT PSCM NAME]**:

As a Participating Settlement Class Member in the above titled action, Judgment was entered in your favor that provides you relief and legal rights, as outlined below, in regard to your participation in the Specialty Training Apprenticeship for

Registered Nurses (“StaRN”) Program. A copy of the Final Judgment is attached to this notice.

RETAIN THIS NOTICE AND THE ATTACHED FINAL JUDGMENT for your future use, if needed, should any entity make a claim against you in regard to the Specialty Training Apprenticeship for Registered Nurses (“StaRN”) Program.

1. StaRN PROMISSORY NOTE IS NULL AND VOID

The attached Judgment establishes that [INSERT PSCM’s NAME]’s repayment provision for the value of the Specialty Training Apprenticeship for Registered Nurses (“StaRN”) Program contained within the Promissory Note (“StaRN Promissory Note”) is null and void.

This means the repayment provision for the value of the StaRN Program contained within the StaRN Promissory Note is void and [INSERT PSCM’s NAME] has no legal obligation based on any term of the StaRN Promissory Note.

This judgment is enforceable against any and all current or future alleged claims against you based on the repayment provision for the value of the StaRN Program stated in the StaRN Promissory Note and consistent with the terms of the Joint Stipulation of Class Action and PAGA Action Settlement granted final approval by the Court on ***.

Defendants consented to the Judgment for settlement purposes only and deny liability on any of Plaintiff’s claims.

2. StaRN AGREEMENT IS NULL AND VOID

The attached Judgment establishes that [INSERT PSCM’s NAME]’s repayment provision for the value of the Specialty Training Apprenticeship for Registered Nurses (“StaRN”) Program contained within the StaRN Agreement (“StaRN Agreement”) is null and void.

This means the repayment provision for the value of the StaRN Program contained within the StaRN Agreement is void and [INSERT PSCM’s NAME] has no legal obligation based on any term of the StaRN Agreement.

This judgment is enforceable against any and all current or future alleged claims against you based on the repayment provision for the value of the StaRN Program stated in the StaRN Agreement and consistent with the terms of the Joint Stipulation of Class Action and PAGA Action Settlement granted final approval by the Court on ***.

3. INDEMNIFICATION OF StaRN PROGRAM

The attached Judgment establishes that Defendants HCA Healthcare, Inc., Healthtrust Workforce Solutions, LLC, Los Robles Regional Medical Center, San Jose Healthcare System, LP d/b/a Regional Medical Center of San Jose, Good Samaritan Hospital, LP d/b/a Good Samaritan Hospital, West Hills Hospital, and Columbia Riverside, Inc. d/b/a Riverside Community Hospital (herein “Defendants”) or Defendants’ present or future parent companies, shall indemnify, reimburse, defend, and hold harmless [INSERT PSCM’s NAME] (and his/her respective successors, assigns, and heirs) for any and all claims, causes of action, indebtedness, liabilities, demands, obligations, guarantees, financial loss, damage, injury, sanction, judgment, litigation costs, litigation expenses, interest, charges, late charges, collection costs, penalties, reasonable attorney’s fees, expert witness fees, investigator fees, court costs, costs and fees associated with arbitration or litigation or mediation, including but not limited to the cost of defense (“Indemnification Costs”) that any Participating Settlement Class Member incurs or incurred on or after February 2, 2024 (whether via renewal of prior collection effort(s) or a newly initiated collection effort(s)), directly resulting from collection efforts from Defendants, an HCA-affiliate, any third party collection agency and/or any Released Party against a Participating Settlement Class Member and/or his/her respective successors, assigns, and heirs in connection with the repayment provision for the value of the StaRN Program contained within the StaRN Agreements and StaRN Promissory Notes. For the avoidance of doubt, this provision does not apply to any Indemnification Costs incurred prior to February 2, 2024 (or written notification as detailed below). So that Defendants can expeditiously quash any such collection efforts, after the Notice of Judgment (Exhibit D) mailing date, Participating Settlement Class Members must place Defendants on written notice within thirty (30) calendar days of (i) the Notice of Judgment mailing date for collection efforts that Participating Settlement Class Members were subject to prior to the Notice of Judgment mailing date or (ii) the Participating Settlement Class Member’s receipt of collection efforts that Participating Settlement Class Members are subject to after the Notice of Judgment mailing date—failing to provide such written notice to Defendants (“Indemnification Notice”) waives the right to

indemnification of costs and expenses, reasonable attorney's fees, and expert witness fees for services not provided by or through Defendants in response to the collection efforts. In addition, under this Settlement, Defendants, or Defendants' present or future parent companies, shall have no indemnification or reimbursement obligations whatsoever (in any form) for any Indemnification Costs that any Participating Settlement Class Member incurs on or after February 2, 2024 and prior to providing written Indemnification Notice. Participating Settlement Class Members shall make reasonable efforts to avoid incurring any Indemnification Costs after providing written Indemnification Notice.

To obtain this benefit, you must notify HCA, via the contact listed below:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Richard J. Simmons
rsimmons@sheppardmullin.com
Jason W. Kearnaghan
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PLEASE NOTE: You MUST provide notice of collection efforts to Defendants' counsel within thirty (30) calendar days of this Notice of Judgment or your receipt of notice of collection efforts.

FAILURE TO TIMELY PROVIDE DEFENDANTS WITH NOTICE OF
COLLECTION EFFORTS WITHIN THIRTY (30) CALENDAR DAYS
WAIVES THE PARTICIPATING SETTLEMENT CLASS MEMBER'S RIGHT
TO INDEMNIFICATION.

Questions?

You may contact Class Counsel from the *Rum v. HCA Healthcare, Inc., et al.* action by phone or email with any questions regarding this notice.

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Complete copies of the pleadings, orders and other documents filed in this litigation may be accessed through Public Access to Court Electronic Records (“PACER”). PACER is a browser based electronic retrieval system that provides access to the docket and documents in the case. To establish a PACER account, contact the PACER Service Center at <http://pacer.psc.uscourts.gov/> or 800-676- 6856. The case is titled *JACQUI RUM, et al. v. HCA HEALTHCARE, INC., et al.*, Case No. 2:23-CV-05142-JFW(BFMx).

**PLEASE DO NOT CONTACT THE COURT OR THE COURT’S STAFF
WITH QUESTIONS ABOUT THE CASE.**

**ISSUED BY ORDER OF THE UNITED STATES DISTRICT COURT,
CENTAL DISTRICT OF CALIFORNIA**

This Notice of Judgment and Indemnification was mailed by third-party administrator Phoenix Class Action Administration Solutions.

P.O. Box Orange, CA 92863
800-209-2503

****SETTLEMENT WEBSITE****