

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, Colorado 80202	DATE FILED July 24, 2025 9:00 AM FILING ID: F5FB7E178E41A CASE NUMBER: 2025CV32618
STATE OF COLORADO, <i>ex rel.</i> PHILIP J. WEISER, ATTORNEY GENERAL Plaintiff, v. HCA HEALTHCARE, INC. AND HEALTHTRUST WORKFORCE SOLUTIONS, LLC Defendants.	<div style="text-align: center;">▲ COURT USE ONLY ▲</div> <div> Case No.: Div.: </div>
FINAL CONSENT JUDGMENT	

This matter is before the Court on the Parties' stipulation for entry of a Final Consent Judgment ("Consent Judgment") under C.R.C.P. 58(a) by Plaintiffs, State of Colorado, *ex rel.* Philip J. Weiser, Colorado Attorney General ("Attorney General" or "the State"), and Defendants HCA Healthcare, Inc., and HealthTrust Workforce Solutions, LLC (collectively "HCA Defendants").

The Court, fully advised in this matter, FINDS, CONCLUDES, AND ORDERS:

I. JURISDICTION

That this Court has jurisdiction over HCA Defendants and the subject matter of this suit under the grounds alleged in the Complaint by the State and venue in Denver County is proper. HCA Defendants consent to this Court's jurisdiction over the subject matter of this Consent Judgment and each of the Parties to this action for the purpose of this action and any subsequent action to enforce this Consent Judgment.

II. DEFINITIONS

The following definitions apply to this Consent Judgment:

“Assist[ing] Others” includes, but is not limited to:

- i. consulting in any form whatsoever;
- ii. providing administrative or operational support services;
- iii. communicating with RNs about the Registered Nurse Training Programs, the TRA, or the TRA payment obligation, including but not limited to receiving or responding to consumer complaints, except to the extent required under the terms of this Judgment;
- iv. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including but not limited to, telephone scripts; recruitment flyers, pamphlets, scripts, or presentations; or the text of any Internet website, email, or other electronic communication or advertisement;
- v. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including but not limited to, web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
- vi. providing names of, or assisting in the recruitment of, potential RNs to work for the HCA Defendants;
- vii. performing marketing, billing, payment, paycheck deductions, or debt collection services of any kind; and
- viii. acting or serving as an owner, officer, director, manager, or principal of any entity.

“Affiliates” means any entity that, at the time of the facts alleged in the Complaint, the time of entry of this Judgment, or any future date, directly or indirectly controls or controlled, is or was controlled by, or is or was under common control with the specified entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether

through the ownership of voting securities, by contract, or otherwise. For avoidance of doubt, each HCA Hospital is an Affiliate of HCA for purpose of this Judgment.

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

“Effective Date” means the date on which this Consent Judgment is issued by the Court.

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

“HCA Hospital” means any healthcare facility owned or operated by HCA, during the Relevant Period, where RNs were trained or employed within the state of Colorado.

“HCA Defendants” means HCA, HWS, and their successors and assigns.

“HWS” means HealthTrust Workforce Solutions, LLC and its successors and assigns.

“Non-StaRN programs” means any of the following Registered Nurse Training Programs operated by HCA Divisions and Hospitals: Perioperative Nurse Training Internship; Labor & Delivery Nurse Internship; Emergency Department Residency Training.

“Redress Check” means the financial instrument used to convey redress to Redress Consumers.

“Redress Consumers” means all RNs who, during the period of January 1, 2017 through the Effective Date, were employed by HCA or its affiliates in the State of Colorado, and made payments, directly or indirectly, to the HCA Defendants in satisfaction of amounts owed under the training repayment provisions of a TRA in connection with a Registered Nurse Training Program.

“Redress Notice” means a document notifying Redress Consumers who are entitled to redress of their right to redress, including the voiding of the amount(s) relating to the TRAs, as described in paragraph 11.

“Redress Plan” means the plan developed by HCA Defendants to provide redress to Redress Consumers as set out in Section IV.

“Redress Report” means a report provided to the Attorney General detailing the number of Redress Consumers who received redress, the total amount of redress paid to those Redress Consumers, and any remainder of funds to be wired to the Attorney General.

“Registered Nurse” or “RN” means a person who has graduated from a state-accredited nursing school, has met the requirements outlined by a county, state, or other government-authorized licensing body to obtain a nursing license, and is licensed by a state board of nursing. For the purpose of this Consent Judgment, “Registered Nurse” and “RN” refer to individuals who worked in an HCA Hospital located in Colorado during the Relevant Period.

“Registered Nurse Training Program” means any internal HCA Registered Nurse continuing education or training programs that the HCA Defendants offer or provide to RNs employed at an HCA Hospital in the State of Colorado in connection with a TRA Payment Obligation included in a TRA, including the StaRN Program and non-StaRN Programs.

“Relevant Period” includes the period from January 1, 2017, to the Effective Date.

“Training Repayment Agreement (TRA)” means any agreement entered into between the HCA Defendants and an RN employed at an HCA Hospital in the State of Colorado in connection with the RN’s participation in a Registered Nurse Training Program, including StaRN and non-StaRN programs, wherein the RN agreed that, should his or her employment terminate prior to the end of a stipulated period, he or she would pay the HCA Defendants, including their subsidiaries or an HCA Hospital, a stipulated prorated amount for the stated value of the Registered Nurse Training Program.

“TRA Payment Obligation” means any payment obligation arising from a TRA in connection with a Registered Nurse Training Program during the Relevant Period.

III. CONDUCT PROVISIONS

**A. Permanent Prohibition on Offering and Collecting on TRAs and Any Related
Furnishing to Consumer Reporting Agencies**

IT IS ORDERED, under C.R.S. § 6-1-110(1) of the Colorado Consumer Protection Act:

1. The HCA Defendants and their Affiliates are permanently restrained from:
 - a. participating in, or Assisting Others in, advertising, marketing, promoting, offering, imposing, providing, collecting on, or furnishing information to Consumer Reporting Agencies relating to any TRA issued to an RN; or
 - b. receiving any remuneration or other consideration from, holding any ownership interest in, providing services to, or working in any capacity for any person engaged in or Assisting Others in advertising, marketing, promoting, offering, imposing, providing, collecting on, or furnishing information to Consumer Reporting Agencies relating to any TRA;
2. Nothing in this Consent Judgment shall be read as an exception to paragraph 1.
3. The HCA Defendants and their Affiliates are permanently restrained from:
 - a. collecting, attempting to collect or assigning the right to collect, any TRA Payment Obligations in connection with a TRA entered between an RN and any HCA Defendants;
 - b. deducting money from the paycheck of, or attempting to deduct money in satisfaction of amounts owed pursuant to a TRA Payment Obligation, from the paycheck of, any RN who entered a TRA in connection with a Registered Nurse Training Program with any HCA Defendant;
 - c. retaining money paid by or taken from the paychecks of an RN in satisfaction of a TRA payment obligation during the Relevant Period;
4. Nothing in this Consent Judgment shall be read as an exception to paragraph 3.

B. Debt Relating to the TRAs is Permanently Void

IT IS FURTHER ORDERED that:

5. All amounts owed under the provisions of a TRA originated by the HCA Defendants during the Relevant Time Period are to be permanently treated as void and invalid from the Effective Date of this Consent Judgment.

6. Within 30 days of the Effective Date, the HCA Defendants must submit to any Consumer Reporting Agency to whom they, or anyone on their behalf, previously furnished information relating to any TRA in connection with a Registered Nurse Training Program associated with any RN, to the extent that any information was furnished, a request to delete information furnished about the invalid TRAs for such consumers.

IV. MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

7. The HCA Defendants must pay redress in an amount not less than \$424,408.22 for the purpose of providing redress to Redress Consumers as required by this Section.

8. This amount is payable to the "Attorney General of the State of Colorado", along with any interest thereon, and is to be held in trust by the Attorney General, to be used in the Attorney General's sole discretion for reimbursement of attorneys' fees and costs, the payment of consumer restitution, if any, and for consumer or creditor educational purposes, for future consumer credit or consumer protection enforcement, or public welfare purposes. The Attorney General elects, in lieu of making the payment directly to the Attorney General in the first instance, to direct HCA Defendants to provide redress to Redress Consumers as set out in the Redress Plan, on behalf of the Attorney General. To the extent that HCA Defendants are unable to locate any Redress Consumers entitled to redress or to otherwise pay redress to a Redress Consumer within the time specified in paragraph 11(c)(iii), such unpaid refunds shall be paid to the Attorney General in accordance with paragraph 14 below.

9. The HCA Defendants must provide redress for the following:

- a. The amount of money that each Redress Consumer paid to Defendants or their agents in connection with TRAs plus Redress Consumers' estimated loss of use of funds (calculated using a cost of living adjustment based on the average Consumer Price Index

(CPI) in 2025 (318.85) divided by the average CPI over the 2018-2023 time period (271.36) as set forth on the U.S. Bureau of Labor and statistics website), excluding any refunds previously provided to any Redress Consumer, or that HCA has separately agreed to provide to any Redress Consumer (such as through a civil settlement or otherwise), related to Defendants' TRAs; and

- b. The amount that Defendants deducted from the paychecks of Redress Consumers in connection with TRAs plus Redress Consumers' estimated loss of use of funds (calculated using a cost of living adjustment based on the average Consumer Price Index (CPI) in 2025 (318.85) divided by the average CPI over the 2018-2023 time period (271.36) as set forth on the U.S. Bureau of Labor and statistics website), excluding any refunds previously provided to any Redress Consumer, or that HCA has separately agreed to provide to any Redress Consumer (such as through a civil settlement or otherwise), related to Defendants' TRAs.

10. Within 30 days of the Effective Date, the HCA Defendants must submit to the Attorney General for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Judgment (Redress Plan). The Attorney General will have the discretion to provide a non-objection to the Redress Plan or direct the HCA Defendants to revise it. If the Attorney General directs the HCA Defendants to revise the Redress Plan, the HCA Defendants must revise and resubmit the Redress Plan to the Attorney General within 30 days. After receiving notification that the Attorney General has provided a non-objection to the Redress Plan, the HCA Defendants must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

11. The Redress Plan must, at a minimum:

- a. include a final list of all Redress Consumers and the amount of the refund that the HCA Defendants will provide or have provided to each Redress Consumer to comply with paragraph 9(a)-(b);
- b. include the form of the letter (Redress Notice) and envelope to be sent notifying Redress Consumers who are entitled to redress of their right to redress, including the voiding of the amounts owed relating to the TRAs described in Section III(A)(1) and (3); the Redress Notice must include a statement that the payment is made in accordance with the terms of this Consent Judgment;

- c. describe the process for providing redress to Redress Consumers, and must include the following requirements:
 - i. Defendants or their agent(s) must send each Redress Consumer, or their authorized representative, a Redress Check or other payment in the amount of the refund required by paragraph 11(a), unless no additional refund is required; and,
 - ii. if a Redress Notice or Redress Check is returned as undeliverable or Defendants are otherwise unsuccessful in remitting payment to a Redress Consumer, Defendants or their agent(s) must make additional reasonable attempts to contact the Redress Consumer.
 - iii. any redress amount unclaimed after 180 days from the date the check was mailed or remailed, whichever is later, will be turned over to Attorney General as forth in paragraphs 14.

12. The HCA Defendants or their agent(s) must mail all Redress Checks and Redress Notices within 30 days after the Attorney General has made a determination of non-objection to the Redress Plan.

13. Within 30 days of completing the Redress Plan, the HCA Defendants must submit to the Attorney General a Redress Report detailing the number of Redress Consumers who received redress, the total amount of redress paid to those Redress Consumers, and any remainder of funds to be wired to the Attorney General as set forth in paragraph 14.

14. If the amount of redress provided to Redress Consumers is less than the amount identified in paragraph 7, 30 days after submitting the Redress Report to the Attorney General, the HCA Defendants must pay to the Attorney General, by wire transfer to the Attorney General or to the Attorney General's agent, and according to the Attorney General's wiring instructions, the difference between the amount of redress provided to Redress Consumers and the amount identified in paragraph 7.

15. This amount shall be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion, for attorneys' fees and costs, consumer restitution, for consumer or creditor educational purposes, for consumer protection, consumer credit, or consumer protection enforcement efforts, or other public welfare purposes.

16. The HCA Defendants may not condition the payment of any redress to any Redress Consumer under this Consent Judgment on that Redress Consumer waiving any right.

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

IT IS FURTHER ORDERED that:

18. HCA Defendants must pay nine hundred sixty-eight thousand and six hundred dollars (\$968,600) to the Attorney General within 30 days of the Effective Date.

19. This amount shall be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion, for attorneys' fees and costs, consumer restitution, for consumer or creditor educational purposes, for consumer credit, consumer protection, or consumer protection enforcement efforts, or other public welfare purposes.

20. All payments due the Attorney General hereunder shall be deemed paid upon the Attorney General's receipt of the payment.

21. All payments due the Attorney General hereunder shall be made payable to the "Colorado Department of Law" with a reference to "State v. HCA Healthcare, Inc. and HealthTrust Workforce Solutions, LLC" and shall be wire transferred to the Attorney General's Office using wire transfer details to be provided by the State.

A. Additional Monetary Provisions

IT IS FURTHER ORDERED that:

22. In the event of any default on the HCA Defendants' obligations to make a monetary payment under paragraph 18 of this Consent Judgment, interest, computed under C.R.S. § 5-12-102, will accrue on any outstanding amounts not paid from the Effective Date to the date of payment, and will immediately become due and payable.

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

24. The HCA Defendants acknowledge that their Taxpayer Identification Numbers, which the HCA Defendants shall submit to the Attorney General, may

be used for collecting and reporting on any delinquent amount arising out of this Judgment.

V. MODIFICATIONS

IT IS FURTHER ORDERED that:

25. The Parties may modify this Judgment by written stipulation filed with the Court.

VI. CONSUMER INFORMATION

IT IS FURTHER ORDERED that:

26. The HCA Defendants, and their officers, agents, servants, and employees, whether acting directly or indirectly, are permanently restrained from disclosing, using, or benefiting from financial information belonging to an RN who entered a TRA in connection with a Registered Nurse Training Program including a credit card, bank account, or other financial account, that the HCA Defendants obtained before the Effective Date in connection with their recovery of amounts due under the TRAs.

27. *However*, this information may be disclosed if requested by a government agency or required by law, regulation, or court order.

VII. REPORTING REQUIREMENTS

IT IS FURTHER ORDERED that:

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

29. Within 7 days of the Effective Date, each HCA Defendant must:

- a. designate at least one telephone number and email, physical, and postal addresses as points of contact that the Attorney General may use to communicate with such HCA Defendant;
- b. designate at least one telephone number and email and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Judgment;

30. The HCA Defendants must report any change in the information required to be submitted under paragraph 29 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

VIII. RECORDKEEPING

IT IS FURTHER ORDERED that:

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

- a. all documents and records necessary to demonstrate full compliance with the Redress Plan and each provision of this Consent Judgment, including all submissions to the Attorney General; and
- b. all documents and records pertaining to the Redress Plan

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

33. The HCA Defendants must make the documents identified in paragraph 31 available to the Attorney General upon request.

IX. COOPERATION WITH THE STATE

IT IS FURTHER ORDERED that:

34. The HCA Defendants must cooperate fully to help the State determine the identity and location of, and the amount of injury sustained by, each Redress Consumer. The HCA Defendants must provide such information in its or its agents' possession or control within 14 days of receiving a written request from the State.

X. ADMINISTRATIVE PROVISIONS

IT IS FURTHER ORDERED that:

38. Nothing in this Judgment will limit the Attorney General's lawful use of civil investigative demands.

39. The provisions of this Consent Order do not bar, estop, or otherwise prevent the State from taking any other action against the HCA Defendants, except as described in paragraph 40. Further, for the avoidance of doubt, the provisions of this Consent Judgment do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against the HCA Defendants.

40. The State releases and discharges the HCA Defendants and their Affiliates from all potential liability for law violations that the State has or might have asserted based on any and all practices in connection with all TRAs, or that the State has or might have asserted based on the practices described in the State's Complaint, to the extent such practices occurred before the Effective Date. This release does not preclude or affect any right of the State to determine and ensure compliance with the Consent Judgment, or to seek penalties for any violations of the Consent Judgment.

41. HCA Defendants deny any violations of law and deny any wrongdoing that was or could have been alleged in the Attorney General's Complaint under any law, but do not deny the Attorney General's jurisdiction to bring the alleged claims, that venue is proper, or that this Court has jurisdiction to enter this Consent Judgment.

42. Except paragraphs 1, 3, 5, and 26 where this Consent Judgment expressly provides that its requirements are permanent, all other provisions of this Consent Judgment will terminate on the later of two years from the completion of the Redress Plan or two years from the most recent date that the State initiates an action alleging any violation of the Consent Judgment by the HCA Defendants if such action is initiated within two years of the completion of the Redress Plan. If such action is dismissed or the relevant adjudicative body rules that the HCA Defendants did not violate any provision of the Consent Judgment, and the dismissal or ruling is either not appealed or upheld on appeal, then the non-permanent provisions of the Consent Judgment will terminate as though the action had never been filed. The Consent Judgment will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Judgment have been amended, suspended, waived, or terminated in writing by the State or its designated agent.

43. Calculation of time limitations will be based on calendar days, unless otherwise noted.

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

XI. GENERAL PROVISIONS

IT IS FURTHER ORDERED that:

45. The provisions of this Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, C.R.S §§ 6-1-101 *et seq* (CCPA).

46. Nothing herein precludes the Attorney General from pursuing any non-CCPA enforcement action, or from pursuing any law enforcement action under any Colorado law with respect to acts or practices of HCA Defendants except for the claims released by the Attorney General pursuant to paragraph 40, or any acts or practices of HCA Defendants after the Effective Date.

47. Nothing herein relieves HCA Defendants of their duty to comply with applicable laws of the State of Colorado or constitutes authorization by the Attorney General for HCA Defendants to engage in acts and practices prohibited by such laws.

48. The Consent Judgment shall be governed by the laws of the State of Colorado.

49. Nothing herein constitutes approval by the Attorney General of HCA Defendants' past or future business practices. HCA Defendants shall not make any representation contrary to this paragraph.

50. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct occurring after the Effective Date that the Attorney General believes to be in violation of Colorado or federal law under which the Attorney General has enforcement authority. The fact that such conduct was not expressly prohibited by the terms of this Consent Judgment shall not be a defense to any such enforcement action.

51. Under no circumstances shall this Consent Judgment or the name of the Attorney General or any of the State's employees or representatives be used by HCA Defendants as an endorsement of any conduct, past or present.

52. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this Consent Judgment to apply to the Court at any time for any further orders which may be necessary or appropriate for the construction, modification, or execution of this Consent Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

53. The parties understand and agree that a finding of any violation of any term or provision of this Consent Judgment may give rise to all contempt remedies available to the Court and all remedies provided under C.R.S. § 6-1-112(1)(b), C.R.S.

54. This Consent Judgment may be executed simultaneously or in counterparts, each of which shall be deemed to be an original and may be completed by exchange of counterparts. Signatures received via PDF scanned electronic file shall be deemed to be original signatures.

55. If any provision(s) of this Consent Judgment is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

56. The terms and provisions of this Consent Judgment may be enforced by the current Colorado Attorney General and by any of its duly authorized agents or representatives, as well as by any of their successors in interest, and by any successors in interest's agents or representatives. The terms of this Consent Judgment apply to HCA Defendants, their successors, assigns, and past and present directors, officers, employees, representatives, agents, principals, affiliates, parents, subsidiaries, operating companies, predecessors, divisions or other internal organizational units of any kind or any other entities or persons acting in concert or participation with the Defendants. In no event shall assignment of any right, power, or authority under this Consent Judgment avoid compliance with this Consent Judgment.

57. Any notices or other writings required by this Consent Judgment shall be delivered to the Parties at the following addresses:

For HCA Defendants:
Michael R. McAlevy,

HCA, Executive Vice President - Chief Legal and Administrative Officer
One Park Plaza
Nashville, TN 37203

For the State:
Office of the Colorado Attorney General
1300 Broadway, Denver, CO 80203
Hanah.Harris@coag.gov
Lauren.Gleason@coag.gov
720-508-6237

58. All notices or other documents to be provided under this Consent Judgment shall be sent by U.S. mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Additionally, any notices or documents to be provided under this Consent Judgment shall also be sent by electronic mail if an email address has been provided. Any party may update its address by sending written notice to the other parties.

59. This Consent Judgment represents the entire agreement between the Parties hereto and a complete merger of prior negotiations and agreements. No other written or oral terms or agreements exist between the parties except for those contained in this Consent Judgment.

60. Consent to the terms stated herein and full agreement of the parties is witnessed by their signatures. Signatories represent that they have authority to bind the respective parties to this Consent Judgment.

61. Except as otherwise provided herein, each party shall bear its own attorneys' fees and costs in connection with this matter.

So ordered this ____ day of _____, 2025

Denver District Court Judge

APPROVED:

DEFENDANT HCA HEALTHCARE, INC.

/s/ Michael R. McAlevey

Michael R. McAlevey,
Executive Vice President - Chief Legal and Administrative Officer

DEFENDANT, HEALTHTRUST WORKFORCE SOLUTIONS, LLC

/s/ Michael R. McAlevey

Michael R. McAlevey
Senior Vice President

For HCA DEFENDANTS

/s/ Alice S. Fisher

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For the Plaintiff, Colorado Attorney General, Philip J. Weiser, by

/s/ Hanah Harris

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