

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., HEALTHTRUST WORKFORCE SOLUTIONS, LLC,  Defendants.	▲ COURT USE ONLY ▲
PHILIP J. WEISER, Attorney General JULIE CRAMER, 57111* NIKOLAI FRANT, 38716* First Assistant Attorneys General HANAH HARRIS, 47485* Senior Assistant Attorney General LAUREN GLEASON, 59002* Assistant Attorney General 1300 Broadway, 9th Floor Denver, CO 80203 (720)508-6000 (720)508-6040 Fax Julie.Cramer@coag.gov Nikolai.Frant@coag.gov Hanah.Harris@coag.gov Lauren.Gleason@coag.gov *Counsel of Record	Case No.:  Div.:
<p style="text-align: center;"><b>COMPLAINT</b></p>	

The State of Colorado, through Philip J. Weiser, Colorado Attorney General, (“the State”) files this Complaint against HCA Healthcare, Inc. (“HCA Healthcare”) and HealthTrust Workforce Solutions, LLC (“HWS”) (collectively, “HCA Defendants” or “HCA”) and alleges as follows:

## INTRODUCTION

1. Between approximately 2018 and 2022, HCA required new-graduate Registered Nurses (“RN”) in Colorado who accepted employment at an HCA hospital to participate in specialty nurse training programs designed to prepare the new-graduate RNs with the additional skills and knowledge they needed to transition into their desired specialty area after nursing school. Depending on the specialty, the programs, which consisted of didactic and preceptorship components, lasted anywhere between 10 and 22 weeks. Many RNs entered into training repayment agreements (“TRAs”) with HCA in connection with the training programs. Those TRAs stated that the RN would pay HCA for a *pro rata* portion of the stated value of the training they received if they did not stay employed at their assigned HCA hospital for a specified period of time, typically two years. Since 2018, approximately 1,700 Colorado new-graduate RNs participated in a Registered Nurse Training Program and entered into an attendant TRA to work at an HCA hospital.

2. HCA marketed the main training program, called the Specialty Training Apprenticeship for Registered Nurses program (the “StaRN Program”), almost exclusively to RNs who were about to graduate or had recently graduated from nursing school to prepare them for bedside specialty practice in one of various specialties—including, for example: PeriOperative/Operating Room, Labor & Delivery and the Emergency Department—after nursing school.

3. In Colorado, some HCA hospitals created or operated their own registered nurse training programs in addition to or instead of the StaRN Program (the non-StaRN programs).

4. HCA asked new-graduate RNs to participate in the registered nurse training program available in the HCA hospital where they would be employed before they could start working at that HCA hospital. Generally, new-graduate RNs could not commence these StaRN or non-StaRN programs and work for an HCA hospital without entering a TRA.

5. The TRA for the StaRN Program, with an accompanying promissory note (collectively the StaRN TRA contract), stated that the RNs agreed to stay employed at their HCA hospital for at least two years, or they would pay the remaining unpaid portion of the stated value of the training—i.e., the RN repaid 1/24th of the training program credit each month they were employed at the HCA hospital. For non-union HCA hospitals, between 2018 and 2022, the TRA set forth the stated value of the StaRN training of \$10,000. Under these terms, for example, an RN who sought to leave employment at an HCA hospital after one year would owe \$5,000.

6. The non-StaRN programs similarly involved a TRA, usually with a promissory note, signed before an RN started the training program and began working at an HCA hospital. Like the StaRN TRAs, the TRAs for the non-StaRN programs generally required that RNs, who accepted employment at an HCA hospital, agree to pay the remaining unpaid portion of the value of the training if they left their position before a specified date, between one and two years.

7. While HCA had guidance for its representatives to disclose the TRA and its terms before RNs began the StaRN program, HCA recruiters did not always disclose the TRAs, repayment requirement, or the other material terms of the TRA contract, including the TRA payment obligation, before securing the RNs' initial acceptance of employment.

8. The State conducted a joint investigation with the Consumer Financial Protection Bureau ("CFPB") and the States of California and Nevada concerning HCA.

9. Accordingly, the State brings a claim under the Colorado Consumer Protection Act ("CCPA"), C.R.S. §§ 6-1-101 *et seq.*, to permanently enjoin HCA Defendants from further violations of Colorado law, obtain redress for the consumers, and seek an appropriate penalty and other monetary relief.

### **JURISDICTION AND VENUE**

10. This Court has jurisdiction over the HCA Defendants because Defendants (a) did business in the State of Colorado at times material to this action; (b) purposefully availed themselves of the rights and privileges of the State of Colorado; (c) engaged in the practices and conduct described in this Complaint; and (d) directed, controlled, participated in, and/or supervised the conduct alleged herein.

11. Pursuant to C.R.S. §§ 6-1-103 and 6-1-110, this Court has jurisdiction to enter appropriate orders prior to and following an ultimate determination of liability.

12. The violations alleged herein occurred, in part, in Denver County, Colorado. Therefore, venue is proper in Denver County pursuant to C.R.S. § 6-1-103 and C.R.C.P. 98 (2019).

## **PARTIES**

13. Philip J. Weiser is the duly elected Attorney General of the State of Colorado and is authorized under C.R.S. § 6-1-103 to enforce the provisions of the CCPA. The Attorney General may seek injunctive relief, restitution, civil penalties, and other monetary relief for violations of the CCPA. C.R.S. §§ 6-1-110, 6-1-112(1).

14. HCA Healthcare is one of the largest for-profit health care employers in the country, operating nine facilities across Colorado. HCA Healthcare, a Delaware corporation, maintains its corporate office at One Park Plaza, Nashville, TN 37202.

15. HWS is a wholly-owned subsidiary of HCA Healthcare that provides staffing and recruiting support for HCA Healthcare and was the entity with primary responsibility for developing and implementing the StaRN program. HWS, a Tennessee corporation, maintains its corporate office at One Park Plaza, Nashville, TN 37202, and does business at 1000 Sawgrass Corporate Parkway 6th Floor, Sunrise, FL 33323.

## **FACTUAL ALLEGATIONS**

### **I. Many new-graduate RNs participated in a Registered Nurse Training Program and entered TRAs in connection with their employment at an HCA Hospital**

16. At various times between 2018 and 2022, RNs in Colorado participated in StaRN or a similar non-StaRN program (collectively, “Registered Nurse Training Program(s)”) and entered TRAs as a condition of participating in a Registered Nurse Training Program. Between 2018 and 2022, approximately 1,700 Colorado new-graduate RNs participated in a Registered Nurse Training Program and entered into an attendant TRA to work at an HCA Hospital. RNs received compensation for the duration of the Registered Nurse Training Program.

17. RNs generally could not negotiate or modify the terms of the applicable TRA contract.

### **II. The StaRN TRA terms**

18. The StaRN TRA contract that RNs signed stated that the TRA payment obligation was a reasonable estimate of the value of the program, including the “cost[s] of tuition, books and certain supplies.”

19. The StaRN TRAs stated that the RN would remain employed at the designated HCA hospital for at least two years following the date of hire to satisfy the TRA payment obligation.

20. The StaRN TRA contract reduced the amount of the RN's obligation to pay for the program's stated value—should they not satisfy the commitment period—by 1/24 for each month that the RN worked. If the RN did not remain employed at the HCA hospital for two years, the StaRN TRA contract reflected an agreement that the RN would repay HCA a *pro rata* share of the total stated value of the training for the remaining months that the RN had not yet worked. RNs who remained employed for the period stipulated in the TRA would not have to make any monetary payment.

21. The StaRN TRAs in many cases authorized HCA to withhold any amount owed on the TRA from the RN's last paycheck after an RN's employment ended with HCA.

22. Many StaRN TRAs also included a promissory note. Generally, the principal amount of the promissory note was \$10,000, equal to the stated value of the training set forth in the StaRN TRA. The promissory note provided that HWS would forgive 1/24 of the total stated value of the note for each month that the RN worked. Thus, the StaRN TRA contract would be satisfied if the RN worked at the HCA hospital for two years.

23. If an RN did not remain employed with the HCA Hospital for the agreed-upon period of time, the promissory note provided that “the entire outstanding principal balance...together with all accrued and unpaid interest...[would] be due and payable on the 60th day” following the termination of the RNs employment. The promissory note also allowed interest at a “fixed rate of 3% per annum” and a “late charge” equal to 10% of the total amount of any payment required [under the TRA contract] within 10 business days after the due date such payment [was] due” and authorized the collection of any costs incurred to collect the amount due.

24. Like the StaRN TRAs, most of the non-StaRN Registered Nurse Training Program TRAs provided that the stated value of the TRA “cover[s] the cost of tuition, books and certain supplies” for the Registered Nurse Training Program.

25. The non-StaRN registered nurse training program TRAs varied in form; some required RNs who accepted employment at an HCA hospital, to sign a repayment agreement and promissory note, while some only required the RN to sign a repayment agreement. But they all contained the provision that if the RN did not remain employed at the HCA hospital for a certain period of time, the RN agreed to repay HCA the remaining unpaid portion of the stated value of the training.

26. Like with the StaRN TRAs, the non-StaRN registered nurse training program TRAs in many cases authorized HCA to withhold any amount owed from the RN's last paycheck after a RN's employment ended with HCA.

### **III. Some RNs were unaware of or did not understand the TRA or its material terms before accepting employment**

27. HCA's and HWS's marketing material did not, in all instances, include details regarding the TRA including the amount of the StaRN Program repayment agreement. Where these marketing materials included reference to a "work commitment," they did not, in all cases, explain what that commitment entailed, including that RNs would have to agree to repay potentially thousands of dollars if they did not stay at the HCA hospital for at least two years.

28. As a result, some RNs applied for positions requiring participation in the StaRN Program without knowing that participation in the program would require that they enter a TRA.

29. As a general matter, HCA recruiters conducted screening calls and scheduled interviews with nursing students and new-graduate RNs who applied for an HCA RN position that included a Registered Nurse Training Program. Recruiters did not always disclose the existence of the work commitment and repayment obligation on these calls.

30. After the initial call with the HCA recruiter, the new-graduate RN participated in interviews with hospital or division personnel. If, after the interview, the hospital decided to make an offer to the candidate, the HCA recruiter typically extended an offer.

31. While HWS provided recruiters with FAQs reflecting the work commitment and repayment obligations of the TRA intended for use during recruiting discussions, neither HWS nor HCA mandated or confirmed that the disclosure of the TRA or its terms occurred in all instances during the recruiting process.

32. In some instances, HCA recruiters did not tell the new-graduate RN about the imposition of the TRA, its repayment requirement, or the principal amount of the TRA, including in the initial email communications conveying the employment offer or the formal offer letter, before the applicant accepted the offer of employment at an HCA Hospital.

33. In certain instances, HCA recruiters also imposed deadlines on RNs to accept the offers, which limited the time that RNs had to ask questions about the offer.

34. Once an RN accepted an offer of employment from an HCA Hospital, HWS onboarding specialists were supposed to conduct an initial call with the incoming RN to explain the onboarding process and related documents. While HWS

onboarding specialists received training about the TRA and the repayment obligations, HWS did not provide a script or other written guidance requiring HWS onboarding specialists to disclose or explain the TRA contract on that call.

35. Additionally, HWS provided the TRAs after RNs accepted their employment offer and after RNs had potentially already received multiple communications about their impending employment from HWS, HCA recruiters, or the HCA hospital.

36. Generally, HWS made the TRA contracts available to incoming RNs through an online portal. HWS onboarding specialists sent the TRA contracts to RNs and requested their electronic signatures via DocuSign or Adobe Sign. HWS onboarding specialists sent the TRA contracts to RNs in a read-only format, meaning RNs were not able to make any modifications to the TRA contract's terms in the document provided.

37. In some cases, HWS or HCA did not provide RNs with the TRA contract until shortly before the program began. Generally, RNs could not make modifications to the TRA regardless of when it was provided.

### **CLAIM FOR RELIEF**

#### **Knowingly or recklessly engages in unfair act or practice, C.R.S. § 6-1-105(1)(rrr)**

38. The State incorporates by reference the allegations contained in paragraphs 1 through 38 of this Complaint.

39. HCA Defendants knowingly or recklessly engaged in unfair acts or practices by withholding information about the terms of the TRA until late in the hiring process in violation of C.R.S. § 6-1-105(1)(rrr).

40. HCA Defendants' business practices are unfair because they are immoral, unethical, oppressive and unscrupulous.

41. In addition, RNs experienced injury because they entered into TRA contracts for thousands of dollars. RNs were not reasonably able to avoid this injury because, in some cases, the TRAs' material terms, including the training repayment requirement, were not disclosed to RNs prior to accepting an offer of employment with HWS or HCA. Any benefit from the TRA was outweighed by its costs.

42. These acts and practices of the HCA Defendants constitute an unfair act or practice in violation of the Colorado Consumer Protection Act, C.R.S. § 6-1-105(1)(rrr) ("CCPA").

## **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for entry of judgment in its favor, and the following relief:

- a. An order declaring HCA Defendants' above-described conduct to be in violation of the CCPA, C.R.S. § 6-1-105(1)(rrr);
- b. An order permanently enjoining HCA Defendants, their officers, directors, successors, assignees, agents, employees, and anyone in active concert or participation with any Defendant with notice of such injunctive orders, from engaging in any violation of the CCPA, and as set forth in this Complaint;
- c. Additional appropriate orders necessary to prevent HCA Defendants' continued or future unfair trade practices;
- d. A judgment for restitution, unjust enrichment, or other equitable relief pursuant to C.R.S § 6-1-110(1);
- e. An order requiring HCA Defendants to pay civil penalties in an amount not to exceed \$20,000 per violation pursuant to C.R.S. § 6-1-112(1)(a);
- f. An order requiring Defendants to pay the costs and expenses of this action incurred by the Attorney General, including, but not limited to, Plaintiff's attorney fees and costs, pursuant to C.R.S. § 6-1-113(4).
- g. That the Court adopt the Stipulated Consent Judgment, which is being filed simultaneously herewith, as an Order of the Court.
- h. Any such further orders as the Court may deem just and proper to effectuate the purposes of the CCPA.



Respectfully submitted this 24th day of July, 2025.

PHILIP J. WEISER,  
Attorney General

/s/ Hanah Harris

JULIE CRAMER, 57111\*

NIKOLAI FRANT, 38716\*

First Assistant Attorney General

HANAH HARRIS, 47485\*

Senior Assistant Attorney General

LAUREN GLEASON, 59002\*

Assistant Attorney General

Consumer Protection Section

\*Counsel of Record

*Attorneys for Plaintiff*