

CONSUMER PROTECTION DIVISION,  
OFFICE OF THE ATTORNEY GENERAL,

Proponent,

v.

LIFEBRIDGE HEALTH, INC.,

Respondent.

\* IN THE CONSUMER

\* PROTECTION DIVISION,

\* OFFICE OF

\* THE ATTORNEY GENERAL

\* OF MARYLAND

\*

\* \* \* \* \*

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into on March 4, 2026 (the “Effective Date”) by the Office of the Attorney General, Consumer Protection Division (the “Division”), and LifeBridge Health, Inc. (“LifeBridge”) (each a “Party” and together the “Parties”). The Division and LifeBridge agree as follows:

**I. THE PARTIES**

1. The Division is responsible for the enforcement of Maryland consumer protection laws, including the Maryland Consumer Protection Act (the “CPA”), Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).

2. LifeBridge is a Maryland non-stock corporation located at 10090 Red Run Boulevard, Owings Mills, MD 21117. LifeBridge is the ultimate parent of, among other entities, hospitals and medical care facilities that offer and provide health care services to patients who reside in Maryland and elsewhere. LifeBridge does not: (i) provide healthcare services; (ii) operate any healthcare facility; or (iii) have any employees. Therefore, any references in this Agreement to LifeBridge practices, patients or notifications to patients refer to the practices, patients or actions of a LifeBridge affiliate. LifeBridge is entering into this Agreement on behalf of itself and its affiliates.

## II. DEFINITIONS

3. An “Outpatient Facility Fee” is a fee charged at a rate approved by the Maryland Health Services Cost Review Commission (“HSCRC”) that is charged by a hospital for outpatient services, supplies, or equipment that are provided in a building on the campus of a hospital in which hospital services are delivered and that is separate and distinct from a fee for professional services.

4. A “Covered Clinic Facility Fee,” solely for the purposes of this Agreement, is defined as an Outpatient Facility Fee for an outpatient clinic service, supply, or equipment, including the service of a nonphysician clinician, that does not include a charge billed for services delivered in an emergency department.

5. A “Two-Bill Clinic” is a hospital-based clinic where a patient’s receipt of a medical service could result in two bills, one from the provider for professional services and one from the hospital for a Covered Clinic Facility Fee.

6. A “LifeBridge Two-Bill Clinic” is a Two-Bill Clinic owned and operated by a LifeBridge affiliated hospital that provided services to patients during the Investigation Period (as defined below) that were also materially available at a non-hospital facility owned or operated by a LifeBridge affiliate. LifeBridge represents that *Exhibit A* is a full and complete list of all LifeBridge Two-Bill Clinics that existed during the Investigation Period , which representation is a material component of this Agreement.

7. The “Investigation Period” is defined to mean the period from January 1, 2016 through June 30, 2021.

## III. THE INVESTIGATION

8. On or about October 17, 2019, the Division, through the issuance of an administrative subpoena directed to LifeBridge, commenced a civil investigation (the

“Investigation”) as to whether LifeBridge’s practices in connection with notifying patients of Outpatient Facility Fees violated the CPA.

9. In the context of the Investigation, the Division alleges that LifeBridge’s practices during the Investigation Period in connection with notifying patients of Outpatient Facility Fees violated the CPA, which statute the Division maintains applies to such practices (the “Division’s Facility Fee CPA Claims”).

10. LifeBridge denies that the CPA applies to its practices in connection with notifying patients of Outpatient Facility Fees and further denies that any of its practices with respect to notifying patients of Outpatient Facility Fees at any time violated the CPA, including as alleged in the Division’s Facility Fee CPA Claims.

11. To avoid the uncertainty and any further expense in connection with the Investigation and any future administrative proceedings and/or litigation arising out of the Investigation, and without any admission of liability on the part of LifeBridge or any of its affiliates, the Division and LifeBridge desire to fully and finally resolve the Division’s Facility Fee CPA Claims in accordance with the terms of this Agreement.

12. Accordingly, in consideration of the release, covenants, and all other good and valuable consideration set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Md. Code Ann., Com. Law § 13-402, the Parties agree to the following terms of settlement:

#### **IV. SETTLEMENT PAYMENT**

13. Within the timeframe set forth herein, LifeBridge shall pay patient restitution to the Division in the amount of One Million, Nine Hundred Fifty-Eight Thousand, One Hundred Ninety-Eight Dollars and Ninety Cents (\$1,958,198.90) (the “Settlement Amount”).

14. The Settlement Amount made by LifeBridge shall be used to provide restitution to those LifeBridge patients (a) who were billed a Covered Clinic Facility Fee in connection with services they received at a LifeBridge Two-Bill Clinic during the Investigation Period; (b) who made a payment towards such a billed Covered Clinic Facility Fee on an out-of-pocket basis (including patients who paid the whole fee themselves, or those who paid part of the fee themselves in connection with a co-payment, coinsurance, or deductible obligation); and (c) whose out-of-pocket payment toward such a billed Covered Clinic Facility Fee is estimated to have been in excess of Sixty-Two Dollars and Seventy-Five Cents (\$62.75) (each, a “Qualified Expense” and collectively, the “Qualified Expenses”). For avoidance of doubt, Qualified Expenses for purposes of this Agreement do ***not*** include: (i) any payments of Outpatient Facility Fees that are not Covered Clinic Facility Fees; (ii) any payments of Covered Clinic Facility Fees billed for services provided at a LifeBridge Two-Bill Clinic that were made on a patient’s behalf by a private or governmental insurer or other third-party payor; or (iii) any out of pocket payments made by a patient toward a billed Covered Clinic Facility Fee that is estimated to have been less than or equal to Sixty-Two Dollars and Seventy-Five Cents (\$62.75).

15. Within sixty (60) days after the Effective Date of this Agreement, LifeBridge shall provide the Division with a complete list of all patients (the “Patient List”) who, based on review of its billing records, LifeBridge in good faith believes incurred a Qualified Expense in connection with the payment of a Covered Clinic Facility Fee for services rendered at a LifeBridge Two-Bill Clinic during the Investigation Period (“Eligible Patients”).

16. For each Eligible Patient identified on the Patient List, LifeBridge shall provide the following information in the form of a spreadsheet, with each item in a separate field:

- a. the patient’s first name;
- b. the patient’s last name;

- c. the patient's last known street address;
- d. the patient's last known city, state, and postal code;
- e. the patient's last known home telephone number and cellphone number to the extent available;
- f. the patient's last known email address to the extent available;
- g. the date of the service(s) for which the patient incurred a Qualified Expense;
- h. the name of the LifeBridge Two-Bill Clinic where the patient incurred a Qualified Expense;
- i. the location of the LifeBridge Two-Bill Clinic where the patient incurred a Qualified Expense;
- j. the amount of the Covered Clinic Facility Fee; and,
- k. the amount the Qualified Expense.

17. LifeBridge shall pay the Settlement Amount owed to the Division by providing refunds directly to each Eligible Patient in the amount(s) of each such Eligible Patient's Qualified Expense(s) pursuant to the procedure described herein (the "Restitution Procedure"). LifeBridge shall be responsible for all the administrative costs of executing the Restitution Procedure. The Restitution Procedure shall be concluded no later than twelve (12) months from the Effective Date of this Agreement.

18. Within thirty (30) days from the date of this Agreement, LifeBridge shall segregate an amount of money equal to the total amount of the Settlement Amount owed to the Division for patient restitution into a separate general ledger liability account on the general ledger of one or more LifeBridge affiliated hospitals (each, a "Hospital-Specific Restitution Account," and collectively, the "Restitution Account"). Each Hospital-Specific Restitution Account shall be established for the sole purpose of making refund payments to patients. To determine the portion of the Settlement Amount to deposit in each Hospital-Specific Restitution Account, LifeBridge shall first determine the total amount of Qualified Expenses related to services provided by each LifeBridge Two-Bill Clinic (the "Clinic-Specific Settlement Amounts"). LifeBridge shall then aggregate the Clinic-Specific Settlement Amounts for the LifeBridge Two-Bill Clinics that are owned and operated by the same LifeBridge-affiliated hospital (each, a "LifeBridge Hospital") to

determine a “Hospital-Specific Settlement Amount” for each LifeBridge Hospital. LifeBridge shall then segregate an amount of money equal to the total amount of each Hospital-Specific Settlement Amount into the applicable Hospital-Specific Restitution Account. The sum total of the Hospital-Specific Settlement Amounts shall equal the Settlement Amount.

19. Within sixty (60) days from the date of this Agreement, LifeBridge shall commence paying restitution to patients by sending each Eligible Patient the following: (a) the applicable Qualified Expense amount by check, which shall be issued by the applicable LifeBridge Hospital from an account held at a financial institution that is a Maryland-chartered or nationally-chartered bank located in Maryland; and (b) the patient letter attached hereto as *Exhibit B* (“Patient Letter”). These materials shall be sent to the patient’s last known address. All such initial mailings of these materials shall be concluded no later than one hundred twenty (120) days from the Effective Date of this Agreement.

20. If LifeBridge mails a restitution check and Patient Letter to an Eligible Patient and that mailing is returned as undeliverable, LifeBridge shall resend the Patient Letter and check to the Eligible Patient by using (a) a current address for the Eligible Patient obtained through a Global Address Verification service (such as the United States Postal Service National Change of Address Database or Melissa, Inc.) and agreed to by the Division, or (b) an address that is provided by the Division at any time during the Restitution Procedure.

21. LifeBridge shall submit a compliance certificate, sworn under the penalty of perjury, within twelve (12) months from the date of this Agreement, to report on the status of each payment made to an Eligible Patient. The certificate required under this paragraph shall include the Patient List required under paragraph 14 along with the following additional fields:

- a. the amount of the refund payment; and,

b. whether the check (i) was cashed, (ii) was returned, or (iii) otherwise did not clear the applicable LifeBridge Hospital's bank account.

22. On the same date that LifeBridge provides the Division with its compliance certificate, LifeBridge shall pay to the Division any part of the Settlement Amount that has not been distributed to Eligible Patients, which amounts the Division may utilize to pay restitution to consumers, may turn over to the Maryland Comptroller as an unclaimed fund, or may use for future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General.

23. Upon written notice delivered to LifeBridge at least thirty (30) days in advance of any requested inspection or production of records, LifeBridge shall give the Division complete access to all records, data, and personnel reasonably necessary for the identification and payment of restitution under this Agreement, for oversight purposes, including schedules issued in connection with the Restitution Account; provided, however, that the Division's access to the Restitution Account shall pertain solely to the Restitution Account and shall not include any other account or component of the general ledger of LifeBridge, any LifeBridge Hospital, or other LifeBridge affiliate; provided, further, that the Division's access to any bank account records shall be solely limited to transactions involving the Restitution Account. Nothing in this paragraph limits the Division's ability to subpoena records or to obtain records in compliance with applicable law apart from the procedure outlined in this paragraph.

## V. RELEASE AND ASSURANCE

24. **Release.** In consideration of the covenants contained herein, the Parties agree to the following release:

- a. Upon the timely, full segregation of funds into the Restitution Account, and the timely, full and complete payment to the Division of the amounts in paragraph 38, the Division will (i) terminate its investigation into LifeBridge's conduct arising

out of, resulting from, and/or relating to notifying patients of Outpatient Facility Fees at any LifeBridge facility (including, but not limited to, the LifeBridge Two-Bill Clinics; and (ii) release, remise, acquit and forever discharge LifeBridge and its respective past, present, and future officers, directors, employees, agents, representatives, managers, predecessors, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, members, subsidiaries, and attorneys from any and all causes of action, claims, damages, costs (including, but not limited to, costs incurred by the Attorney General under Md. Code Ann., Com. Law § 13-409), fees (including attorneys' fees), penalties, liabilities, fines, expenses, and any other remedies, whether pursuant to the CPA or any other form of statutory, common law or other claim within the authority of the Division, that the Division has asserted or could have asserted in connection with LifeBridge's conduct arising out of, resulting from, and/or relating to notifying patients of Outpatient Facility Fees at any LifeBridge facility (including, but not limited to, the LifeBridge Two-Bill Clinics) prior to the Effective Date of this Agreement, except nothing contained herein shall release any claims the Division may have related to LifeBridge's compliance with the Facility Fee Right-to-Know Act, codified as Section 19-349.2 of the Health-General Article of the Maryland Code, which the Division has not investigated (and which LifeBridge disputes is enforceable by the Division). All entities released pursuant to this Agreement shall be entitled to assert the rights of a releasee hereunder.

## **VI. RESOLUTION OF DISPUTES**

25. The Chief of the Division or his designee shall resolve any disputes that may arise regarding this Final Order and enter any supplemental orders needed to effectuate its purpose. As appropriate under Md. Code Ann., Com. Law §13-407, LifeBridge or any applicable LifeBridge affiliate may institute a civil or other appropriate proceeding challenging any order or decision of the Division arising out of or relating to the terms of or LifeBridge's compliance with this Agreement.

## **VII. ENFORCEMENT**

26. LifeBridge understands that this Agreement is enforceable by the Division pursuant to Section 13-402(c) of the CPA and that any material breach of this Agreement is a violation of the CPA for purposes of Section 13-410(a).

## VIII. NOTICES

27. Unless another person is designated by either party, any notices or documents required to be sent to the Parties pursuant to this Agreement shall be sent via overnight carrier and via e-mail to the following addresses:

a. For the Attorney General:

Wilson Meeks  
Assistant Attorney General  
Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
[wmeeks@oag.state.md.us](mailto:wmeeks@oag.state.md.us)  
(410) 576-6957

and

Chief, Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
[consumer@oag.state.md.us](mailto:consumer@oag.state.md.us)

b. For LifeBridge:

Jason H. Weiner  
Senior Vice President, Chief Administrative Officer and General Counsel  
LifeBridge Health  
10090 Red Run Boulevard, Executive Suite  
Owings Mills, MD 21117  
[jhweiner@lifebridgehealth.org](mailto:jhweiner@lifebridgehealth.org)  
(410) 601-8710

and

Molly Ferraioli  
John E. McCann, Jr.  
Miles & Stockbridge P.C.  
100 Light Street  
Baltimore, MD 21202  
[mferraioli@MilesStockbridge.com](mailto:mferraioli@MilesStockbridge.com)  
[jmccann@milesstockbridge.com](mailto:jmccann@milesstockbridge.com)  
(410) 385-3550

## IX. OTHER TERMS

28. **No Admission of Liability.** Each Party acknowledges and agrees that this Agreement does not represent an admission by either of them or any of their affiliates of any liability to the other Party, and any such alleged liability has been and is expressly denied.

29. **Additional Reservation of Rights.** Without limiting any rights reserved elsewhere in this Agreement, both Parties acknowledge and agree that this Agreement is being entered into without prejudice to their respective legal positions regarding: (a) the applicability of the CPA to LifeBridge's practices in connection with notifying patients of Outpatient Facility Fees at any of its facilities (including, but not limited to, the LifeBridge Two-Bill Clinics), including those practices that are undertaken by LifeBridge after the Effective Date of this Agreement; or (b) whether or not the Division has a right to enforce Section 19-349.2 of the Health-General Article of the Maryland Code.

30. **Capacity and Authority.** Each Party represents and warrants that the person executing this Agreement on its behalf has the necessary and appropriate authority and capacity to execute this Agreement and to make such Agreement fully binding and enforceable against such Party.

31. **Binding Agreement.** The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective predecessors, successors, and assigns.

32. **Construction.** This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the party who caused it to be drafted.

33. **Consultation with Counsel and Understanding of Terms.** The Parties have read this Agreement, including its attached exhibits, have had a full opportunity to consult and, in fact,

have consulted with legal counsel with regard to it, and have signed this Agreement voluntarily and with a full understanding of its terms.

34. **Severability.** If any one or more of the provisions of this Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

35. **Assignment.** The rights and obligations of the Parties under this Agreement may not be transferred, assigned or delegated to any other person or entity absent the written consent of all Parties hereto.

36. **Entire Agreement.** This Agreement and the exhibits hereto contain the entire agreement between the Parties with respect to the subject matter herein and any and all prior and contemporaneous oral and written agreements and discussions are superseded by this Agreement. No provision of this Agreement can be waived, modified, amended, or supplemented except in a writing signed by the Parties hereto.

37. **Counterparts.** This Agreement may be executed in any number of counterparts, including those transmitted to and among the Parties via e-mail or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

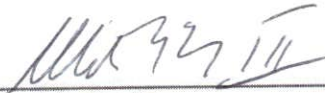
38. **Payment of Costs.** Within thirty (30) days of the date of this Agreement, LifeBridge shall pay the Division Two Hundred Fifty Thousand Dollars (\$250,000.00) for the costs of its investigation, which may be used for future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General.


*[Signatures on Next Page]*

**AGREED AS TO FORM AND SUBSTANCE:**

**CONSUMER PROTECTION DIVISION  
OFFICE OF THE ATTORNEY  
GENERAL OF MARYLAND**

**LIFEBRIDGE HEALTH, INC.**

By:   
\_\_\_\_\_  
Wilson Meeks, Esq.  
Assistant Attorney General  
Consumer Protection Division  
200 St. Paul Place, 16th Floor  
Baltimore, MD 21202  
[wmeeks@oag.state.md.us](mailto:wmeeks@oag.state.md.us)

By:   
\_\_\_\_\_  
Jason H. Weiner, Esq.  
Senior Vice President, Chief Administrative  
Officer and General Counsel  
LifeBridge Health  
10090 Red Run Boulevard, Executive Suite  
Owings Mills, MD 21117  
[jhweiner@lifebridgehealth.org](mailto:jhweiner@lifebridgehealth.org)

March 4, 2026

# **EXHIBIT A**

## **LIFEBRIDGE TWO-BILL CLINICS**

1. Kreiger Eye Institute at the following two locations:
  - a. Sinai Hospital (Morton Mower Medical Office Building, 2411 W. Belvedere Ave., Baltimore, MD 21215); and
  - b. Northwest Hospital (Northwest Medical Office Building/Northwest Professional Center, Suite S03, 5415 Old Court Rd, Randallstown, MD 21133).
2. Rubin Institute for Advanced Orthopedics at Sinai Hospital (Schoeneman Building, 2401 W. Belvedere Ave., Baltimore, MD 21215), as of October 3, 2017.

# **EXHIBIT B**

## **LETTER**

Dear [Patient Name]:

In reviewing our billing records for services rendered to patients at [Insert Facility Name] (the “Clinic”), we confirmed that you paid money towards a hospital outpatient clinic fee for services received at the Clinic between [Insert Date Range]. The Clinic is an outpatient department of [ ] Hospital (the “Hospital”), which means that you received two separate bills when receiving services in the Clinic: a physician services bill from the doctor and an outpatient clinic bill from the Hospital with an outpatient clinic fee.

Although the fees charged to you were in the correct amounts, you could have received similar medical services at a non-hospital LifeBridge Health facility where you could have avoided paying the hospital outpatient clinic fee(s). In connection with discussions with the Maryland Attorney General’s Consumer Protection Division regarding the standards for notice to be given to patients regarding hospital outpatient clinic fees, the Hospital is refunding money paid towards your hospital outpatient clinic bill(s) during the referenced time-period.

LifeBridge Health is committed to being transparent about our fees and will continue to comply with all applicable laws in order to help our patients make informed decisions about their health care costs.

Thank you for choosing LifeBridge Health to serve your medical needs. We value the trust you place in us. If you have any questions regarding this refund, please contact [Insert Contact Name/Number].

Very truly yours,

[Insert]