

CONSUMER PROTECTION DIVISION,  
OFFICE OF THE ATTORNEY GENERAL,

Proponent,

v.

BRIDGE IT, INC., D/B/A BRIGIT,

Respondent.

\* IN THE CONSUMER

\* PROTECTION DIVISION,

\* OFFICE OF

\* THE ATTORNEY GENERAL

\* OF MARYLAND

\*

\* \* \* \* \*

### **ASSURANCE OF DISCONTINUANCE**

This Assurance of Discontinuance (“Assurance”) is made and entered into by the Office of the Attorney General, Consumer Protection Division (the “Division”)<sup>1</sup> and Bridge It, Inc., d/b/a Brigit (“Brigit”). Subject to Brigit’s denials below, the Division and Brigit agree as follows:

#### **I. THE PARTIES**

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

2. Brigit is a Delaware corporation located at 36 West 20th Street, Floor 11, New York, NY 10011. Brigit provides advances of money to consumers which are repaid from the consumers’ wages when paid – an earned wage access (“EWA”) product.

#### **II. DEFINITIONS**

3. The “Effective Date” is the date that both parties have executed this Assurance.

---

<sup>1</sup> The Consumer Protection Division acting in its capacity as a quasi-judicial agency is referred to herein as the “Agency” while the Consumer Protection Division acting in its capacity as an enforcement agency is referred to herein as the “Division.”

### **III. THE DIVISION'S ALLEGATIONS**

4. One of the services offered by Brigit to consumers, both within certain subscription plans and as a stand-alone product, is Brigit's EWA product "Instant Cash." At times, Brigit has charged consumers using Instant Cash a fee for an expedited delivery of the funds advanced.

5. The Division contends that, prior to October 1, 2025, the date that the Earned Wage Access and Credit Modernization Act, codified at Md. Code Ann. Title 12, Subtitle 15–Earned Wage Access ("Maryland's EWA Law"), came into effect, Brigit's EWA products were loans subject to the license requirements contained in Md. Com., Title 12, Subtitles 1 and 3 ("Maryland's Consumer Lending Laws"), and that Brigit offered its EWA products without the required license.

6. On April 2, 2024, Brigit applied for a lending license from the Maryland Commissioner of Labor, Office of Financial Regulation (the "Office of Financial Regulation") pursuant to Md. Code Ann., Fin. Inst. § 11-203.1. Brigit's license application is pending as of the Effective Date.

7. The CPA makes it an unfair, abusive, or deceptive trade practice to make statements that are capable of misleading consumers, or to fail to disclose material facts, the omission of which deceives or tends to deceive consumers. The Division alleges that Brigit engaged in unfair, and deceptive practices that violated the CPA in its advertising, offering, and delivery of its EWA product "Instant Cash."

8. The Division alleges that between December 2019 and October 2023, Brigit misled consumers in connection with its EWA product Instant Cash by: (i) offering consumers supposedly instant access to a cash advance, without clearly disclosing that consumers would have to pay additional fees (including, at times, a reoccurring subscription fee) to get the proceeds instantly;

(ii) representing to consumers that they could access an advance amount, when, in fact, consumers generally could not qualify for the advertised amount; and (iii) preventing cancellation of a subscription or reoccurring charge if a consumer had taken an EWA advance and not repaid it, thus causing the consumer to pay continued subscription fees.

#### **IV. BRIGIT'S DENIALS**

9. Brigit asserts that its business practices have at all relevant times complied with all applicable laws in Maryland, including the Maryland Consumer Protection Act and Maryland's Consumer Lending Laws.

10. Brigit asserts that it agrees to the terms of this Assurance, without trial of any issue of fact or law, for the purpose of resolving its dispute with the Division regarding the above allegations.

#### **V. INJUNCTIVE PROVISIONS**

11. The provisions of this Assurance shall apply to Brigit and its officers, directors, employees, agents, assignees, affiliates, merged or acquired entities, parent or controlling entities, and subsidiaries.

12. Brigit shall comply with the CPA and shall not engage in any unfair, deceptive, and abusive trade practices in connection with the offer of any consumer loan or consumer credit in Maryland.

13. Brigit shall comply with Maryland's Consumer Lending Laws and Maryland's EWA Law, and all amendments thereto.

14. Brigit shall comply with the CPA, and clearly and conspicuously disclose the material terms and fees discussed in paragraph 8 of this Assurance in connection with the offer of any EWA product in Maryland. "Clearly and conspicuously" when referring to a statement or

disclosure, means that such statement or disclosure is disclosed in such size, color, contrast, location, duration, and audibility that it is readily noticeable, readable, understandable, or, if applicable, capable of being heard. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner. All disclosures shall be in a type, size, and location sufficiently noticeable for a consumer to read and comprehend, in a print that contrasts with the background against which it appears.

15. Brigit shall disclose to consumers all material terms of any loans that it provides consumers.

16. Brigit shall not make any misleading statements concerning any loan that it offers to consumers.

17. Brigit shall not make any misleading statements or material omissions about the cost of obtaining a loan, including about the costs for immediate or same-day delivery of funds.

18. Brigit shall not make any misleading statements concerning the availability of an advertised loan amount.

19. Brigit shall permit consumers to cancel any subscription or reoccurring charge at any time regardless of whether the consumer repays an EWA advance.

## **VI. PAYMENT TO THE DIVISION**

20. Within thirty (30) days from the date of this Assurance, Brigit shall make a payment to the Division in the amount of Six Hundred Thousand dollars (\$600,000), which funds may be

used, at the sole discretion of the Attorney General, for consumer protection purposes, including for future consumer protection enforcement, consumer education, litigation, or local consumer aid fund investigation, or for any other lawful public purpose.

## **VII. RESOLUTION OF DISPUTES**

21. The Chief of the Agency or his designee shall resolve any disputes regarding this Assurance and enter any supplemental orders needed to effectuate its purpose.

## **VIII. RELEASE**

22. Upon making the payment to the Division in paragraph 20 of this Assurance, and in consideration of Brigit's other commitments as set forth in this Assurance, the Division releases and discharges Brigit, and its officers, directors, employees, agents, assignees, affiliates, merged or acquired entities, parent or controlling entities, and subsidiaries, from all civil claims that the Division could have brought under the CPA based on the conduct set forth in Section III of this Assurance, including conduct violating Maryland's Consumer Lending Laws. For purposes of clarity, the Division cannot and does not release any claims that could be brought by other Maryland agencies including, but not limited to, the Office of Financial Regulation of the Maryland Department of Labor.

## **IX. NOTICES**

23. Pursuant to Md. Code Ann., Com. Law § 13-403(d), Brigit is hereby notified that if the Agency determines that Brigit has failed to comply with this Assurance, the Division may proceed with enforcement of the Assurance pursuant to Title 13 of the Commercial Law Article.

24. Unless another person is designated by either party, any notices or documents required to be sent to the Parties pursuant to this Assurance shall be sent to the following addresses:

- a. For the Consumer Protection Division:

Nora A. Nichols  
David Benner  
Assistant Attorneys General  
Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
nnichols@oag.maryland.gov  
dbenner@oag.maryland.gov  
(410) 576-7004

and

Chief, Consumer Protection Division  
200 St. Paul Place, 16th Floor  
Baltimore, MD 21202  
consumer@oag.state.md.us

b. For Brigit:

James Kim  
Cooley LLP  
55 Hudson Yards  
New York, NY 10001  
jameskim@cooley.com

## **X. ENFORCEMENT**

25. This Assurance is enforceable by the Consumer Protection Division pursuant to the CPA, and any violation of this Assurance is a violation of the CPA.

26. Brigit agrees that any future violations of this Assurance, the Maryland Lending laws, or the Maryland EWA Law, and any amendments thereto, shall constitute a subsequent violation of the Consumer Protection Act for purposes of §13-410 of the Act.

**AGREED AS TO FORM AND SUBSTANCE:**

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

**BRIDGE IT, INC. D/B/A BRIGIT**

By:



Wilson Meeks  
Nora A. Nichols  
David Benner  
Assistant Attorneys General  
Consumer Protection Division  
200 St. Paul Place, 16th Floor  
Baltimore, MD 21202  
wmeeks@oag.maryland.gov  
nnichols@oag.maryland.gov  
dbenner@oag.maryland.gov

October 26, 2026

Date

By:



James Kim  
Cooley LLP  
55 Hudson Yards  
New York, NY 10001  
jameskim@cooley.com

October 21, 2026

Date