IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

GILLIAN AYERS (AS PERSONAL REPRESENTATIVE OF THE ESTATE OF EARL AYERS)	:	
and	:	
MELISSA HARMON,	:	
and	:	
ASHLEY HOGGARD 4 Sugar Plum Court, Apt. C Cockeysville, Maryland 21030	:	
and	:	Case No.: 24-cv-2208-ABA
MAIA BAR AM 2500 Blackhawk Circle Baltimore, Maryland 21209	:	
and	:	
CHARLES PUGH 1443 Southern Avenue, Apt. 202 Oxon Hill, Maryland 20745	:	
and	:	
VERONICA STEWART 3305 Mondawmin Avenue Baltimore, Maryland 21216	:	
and	:	
NARVELL NINES 915 Homberg Ave. Essex, Maryland 21221	:	

On Their Own Behalf and on Behalf of All Others Similarly Situated,	:
Plaintiffs,	:
v.	:
CIOX HEALTH, LLC,	:
Defendant	:

Second Amended Class Action Complaint and Demand for Jury Trial

Plaintiffs, Gillian Ayers (as Personal Representative of the Estate of Earl Ayers) ("Ms. Ayers") and Melissa Harmon ("Ms. Harmon"), Ashley Hoggard ("Ms. Hoggard"), Maia Bar Am ("Ms. Bar Am"), Charles Pugh ("Mr. Pugh"), Veronica Stewart ("Ms. Stewart") and Narvell Nines ("Mr. Nines"), on their own behalf and on behalf of a class of similarly situated persons, by and through their attorneys Richard S. Gordon of GORDON, WOLF & CARNEY, CHTD. and Charles A. Gilman and Lauren M. Geisser of GILMAN & BEDIGIAN, LLC, sue Defendant CIOX Health, LLC ("CIOX" or "CIOX Health, LLC") and allege as follows:

Introduction

1. This Class Action Complaint and Demand for Jury Trial (the "Complaint") challenges the predatory and illegal billing practices of CIOX, in violation of CIOX's statutory and common law obligations, when billing their patients for Medical Records under Maryland's Confidentiality of Medical Records Act, Md. Code, Health-Gen. ("H-G") §§ 4-301, *et seq.* ("Maryland's Confidentiality of Medical Records Act" or "Md. CMRA").

2. CIOX is a specialized Medical Records provider that contracts with health care providers throughout the United States, including Maryland, to maintain, retrieve and prepare individuals' personal health records, on the health care providers' behalf. Nationally, CIOX fulfills over 50 million requests for health information annually.

3. In Maryland, all costs associated with the retrieval and preparation of such Medical Records, whether by a health care provider or through a health care provider's agent, such as CIOX, are governed by Maryland's Confidentiality of Medical Records Act. The Md. CMRA limits both the types of charges that may be imposed by health care providers and their agents, as well as the amounts of those charges when imposed.

4. Under the Md. CMRA, a health care provider or its agent (such as CIOX) is limited to charging and collecting a "reasonable cost-based fee." H-G § 4-304(c)(2)(ii). And the "reasonable cost-based fee" is expressly subject to the "fee limitations that apply to persons in interest under 45 C.F.R. 164.524 and any guidance on those limitations issued by the U.S. Department of Health and Human Services." H-G § 4-304(c)(3)(ii)(1) & § 4-304(c)(3)(iii).

5. 45 C.F.R. 164.524 – which is known as "the HIPAA Privacy Rule" ("Privacy Rule") – does not permit health care providers and their agents (such as CIOX) to charge or collect fees for merely searching for medical records. That is, the Privacy Rule limits the activities for which CIOX can charge and collect a fee – merely searching for the medical records is not among the circumstances.

6. Thus, the Md. CMRA in all respects, limits the charges a health care provider or its agent may charge persons in interest, to only situations where a Medical Record is produced. Further, the Act is specific as to what can be charged and collected. The Md. CMRA, for example, limits the per-page charge by a health care provider or its agent for the copying of Medical Records (currently set by the Maryland General Assembly at "76 cents for each page of the medical record"). Md. Code, Health-Gen. § 4-304(c)(3)(i). When the health care provider uses or maintains the requested medical records in an electronic format, and further produces the medical records in an electronic format, this per-page charge is further limited to "75% of the

per-page fee" (thus reducing the .76¢ to .57¢ per-page) and is capped at a specific dollar amount (currently $80). Md. Code, Health-Gen. § 4-304(c)(3)(iii)(2).

7. In addition to these per-page fees, the Md. CMRA also limits any other fees that a health care provider or its agent may charge for a copy of medical records, and only permits a reasonable cost-based "preparation fee" not to exceed a capped amount (currently $22.88) – subject to the Privacy Rule and any guidance on its fee limitations issued by the U.S. Department of Health and Human Services' ("HHS") – for Medical Records or electronic format Medical Records "retrieval and preparation." Md. Code, Health-Gen. § 4-304(c)(3)(ii)(1) and (iii)(1).

8. Despite these requirements, CIOX routinely and consistently includes and/or adds "Junk Fees" to its invoices for medical records that are unfair, abusive and deceptive. For example, among the many Junk Fees that it tacks onto its invoices, CIOX routinely charges a "Basic Fee" of up to $22.88 to individuals when the provider is asked to produce Medical Records for an individual, but CIOX ultimately determines that the health care provider has no such records to retrieve or prepare. In addition, CIOX also uniformly and consistently adds "Retrieval Fees," "Sales Tax," "Electronic Delivery Fees," and "Certification Fees" and/or other "Junk Fees" even though those fees are not expressly permitted by Maryland law.

9. But that is not all. In addition to these Junk Fees, CIOX also frequently exceeded Maryland's express limits for per-page charges and total charges, as adjusted with the Consumer Price Index, as permitted by CMRA, Md. Code Ann., Health-Gen. §§ 4-304(c)(i) and(iii)(2), by adding excess charges to the consumers' invoices ("Excess Charges").

10. This lawsuit seeks the recovery of, and seeks to challenge all of the "Junk Fees" including but not limited to a "Basic Fee" (which, as noted, is as much as $22.88) – *i.e.*, the fee charged when a medical provider is asked to produce Medical Records for an individual but CIOX ultimately determines that the health care provider has no such records to retrieve or

prepare – as well as "Retrieval Fees," "Sales Tax," "Electronic Delivery Fees," "Certification Fees" and all "Excess Charges" (together with the Basic Fee, collectively "Junk Fees").

11. CIOX, as a large and sophisticated health care provider, which has operated in the state of Maryland for more than twenty (20) years, at all times knew or should have known that the Junk Fees it charged to and collected from Named Plaintiffs and members of the Class, throughout the timeframe of this Complaint, are unlawful, excessive and impermissible.

12. It is estimated that CIOX charged and collected approximately $4.6 million in Junk Fees throughout the time frame of this Complaint – $1.7 million in "Basic Fees" and another $2.9 million resulting from the other Junk Fees and excess rates.

13. CIOX charged and collected these "Junk Fees" as they were standard charges it used on all invoices regardless of the state of the request, and it is not a fee exclusive to Maryland.

14. In fact, CIOX charged and collected these "Junk Fees" in nearly all 50 states of this country, at differing rates, despite all providers maintaining records in a near similar format, especially when it comes to electronic medical records.

15. As such, the "Junk Fees" bear no relation to the amount of time, labor, expense or cost that is actually required to search for a medical record. CIOX's "Junk Fees" were charged to individuals and Law Firms without regard to whether the Defendant produces one page or a thousand pages of Protected Health Information ("PHI"), further substantiating that CIOX's "Junk Fees" do not reflect or correlate, in any way, to the reasonable costs of labor and/or otherwise incurred by CIOX in producing Named Plaintiffs' and the Class' Medical Records.

16. Complaints regarding CIOX's billing practices, either from patients or the attorneys who represent them, have not slowed down CIOX's illegal activities. CIOX will not stop its unfair, abusive and deceptive billing practices until it is compelled to stop them by a court of law.

17. CIOX massively profits from victimizing the individuals who have been improperly overcharged, enjoying its financial windfall and ill-gotten gains at the expense of vulnerable individuals.

18. Accordingly, Named Plaintiffs bring this Complaint on behalf of:

> All Individuals and Law Firms (which shall include solo practitioners) who, between October 1, 2016 and July 11, 2025, sought copies of Medical Records from a Maryland health care provider, or had their Medical Records requested by some other person pursuant to their authorization and were charged and paid (but, with respect to the Law Firms, not otherwise reimbursed):
>
> (1) a fee of any type by CIOX, after it was determined that no such Medical Records existed (the "No Records Found" or "NRF" Fee); or
>
> (2) fees for requests where Medical Records were retrieved, copied and produced but the amounts charged and collected were greater than the per-page rates or aggregate caps permitted by Health-Gen § 4-304(c)(3)(i) and (iii)(2), as adjusted annually in accordance with the Consumer Price Index; or
>
> (3) one or more of the following fees: Retrieval Fee, Sales Tax, Electronic Delivery Fee, Certification Fee.

Excluded from the Settlement Class are those individuals who now are or ever have been CIOX executives and the spouses, parents, siblings and children of all such individuals.

Parties

19. Named Plaintiff Gillian Ayers is the Personal Representative of the Estate of Earl Ayers ("Mr. Ayers") who was a resident of Prince George's County, Maryland. On or about September 29, 2021, Mr. Ayers' attorneys and personal representatives requested Mr. Ayers' Medical Records from Southern Maryland Hospital Center in Clinton, Maryland ("SMHC") to be used in connection with Mr. Ayers' claims for personal injuries.

20. On or about October 14, 2021, CIOX, an agent of SMHC, notified Mr. Ayers' attorneys that it was "unable to comply with [the] request" noting that no Medical Records were located for Mr. Ayers. Regardless, CIOX sent Mr. Ayers' attorney an Invoice, charging him a

"Basic Fee" of $22.88, which was collected from Mr. Ayers' attorney (and reimbursed by Mr. Ayers).

21. A copy of Mr. Ayers' CIOX Invoice is attached hereto as **Exhibit A**.

22. Named Plaintiff Melissa Harmon is a resident of Baltimore County, Maryland. On or about September 7, 2021, Ms. Harmon's attorneys and personal representatives requested Ms. Harmon's Medical Records from Medstar Health Physicians ("Medstar") in Baltimore, Maryland to be used in connection with Ms. Harmon's claims for personal injuries.

23. On or about September 15, 2021, CIOX, an agent of Medstar, notified Ms. Harmon's attorneys that it was "unable to comply with [the] request" noting that no Medical Records were located for Ms. Harmon. Regardless, CIOX sent Ms. Harmon an Invoice, charging her a "Basic Fee" of $22.88, which was collected from Ms. Harmon's Attorneys (and reimbursed by Ms. Harmon).

24. A copy of Ms. Harmon's CIOX Invoice is attached hereto as **Exhibit B**.

25. Named Plaintiff Ashley Hoggard is a resident of Baltimore County, Maryland. In late 2021, Ms. Hoggard's attorneys and personal representatives requested her Medical Bill from Sinai Hospital of Baltimore ("Sinai") to be used in connection with Ms. Hoggard's claims for personal injuries.

26. On or about March 1, 2022, CIOX, an agent of Sinai, notified Ms. Hoggard's attorneys, by way of an Invoice, attached hereto as **Exhibit D**, that to receive the one page Medical Bill via electronic delivery, there would be a per-page charge of Eighty-Eight Cents ($0.88) in addition to the Basic Fee of Twenty Two Dollars and Eighty-Eight Cents ($22.88). The total invoice of $24.76 was collected from Ms. Hoggard's attorney, and subsequently reimbursed by Ms. Hoggard pursuant to a written fee arrangement which appointed her attorney as her agent.

27. Named Plaintiff Maia Bar Am is a resident of Baltimore County, Maryland. In 2022, Ms. Bar Am's attorneys and personal representatives requested Ms. Bar Am's Medical Records from Johns Hopkins Hospital ("Hopkins"), a provider in Maryland to be used in connection with Ms. Bar Am's claims for personal injuries.

28. On or about March 23, 2022, CIOX, an agent of Hopkins, notified Ms. Bar Am's attorneys that it would provide records, in relation to Invoice No. 0368464608 only upon payment in full of said invoice, which included a pagination rate in excess of $80.00 for electronic records in the amount of $86.54. This fee was collected by CIOX from Ms. Bar Am's Attorneys and subsequently reimbursed by Ms. Bar Am pursuant to a written fee arrangement which appointed her attorney as her agent.

29. A copy of Ms. Bar Am's CIOX Invoice is attached hereto as **Exhibit E**.

30. Similarly, on or about November 3, 2022, CIOX, again as an agent of Hopkins, notified Ms. Bar Am's attorneys that it would provide records, in relation to Invoice No. 0393560619 only upon payment in full of said invoice. Although the medical records were retained and produced in an electronic format, CIOX charged Ms. Bar Am $86.54. This fee was collected by CIOX from Ms. Bar Am's Attorneys and subsequently reimbursed by Ms. Bar Am pursuant to a written fee arrangement which appointed her attorney as her agent.

31. Named Plaintiff Charles Pugh is a resident of Prince George's County, Maryland. On or about December 23, 2021, Mr. Pugh's attorneys and personal representatives requested Mr. Pugh's Medical Records from Medstar Southern Maryland Hospital in Clinton, Maryland ("Medstar") to be used for the purpose of filing a claim for Mr. Pugh regarding Supplemental Security Income ("SSI") under Title XVI of the Social Security Act.

32. On or about December 31, 2021, CIOX, an agent of Medstar, produced the requested Medical Records in an electronic format. CIOX's Invoice for retrieving and

producing Mr. Pugh's Medical Records included per-page charges of .66¢, aggregate copy charges of $86.54 and an "Electronic Data Archive Fee" of $4.99, all of which were collected from Mr. Pugh.

33. A copy of Mr. Pugh's CIOX Invoice is attached hereto as **Exhibit F**.

34. Named Plaintiff Veronica Stewart is a resident of Baltimore City, Maryland. On or about February 19, 2020, Ms. Stewart's attorneys and personal representatives requested Ms. Stewart's Medical Records from Rubin Institute for Advanced Orthopedics ("Rubin Institute") in Baltimore, Maryland to be used in connection with Ms. Stewart's claims for personal injuries.

35. On or about February 28, 2020, CIOX, an agent of Rubin Institute, notified Ms. Stewart's attorneys that it was "unable to comply with [the] request" noting that no Medical Records were located for Ms. Stewart. Regardless, CIOX sent Ms. Stewart an Invoice, charging her a "Basic Fee" of $22.88, which was collected from Ms. Stewart.

36. A copy of Ms. Stewart's CIOX Invoice is attached hereto as **Exhibit G**.

37. Named Plaintiff Narvell Nines is a resident of Baltimore County, Maryland. On or about February 19, 2021 and April 21, 2021, Mr. Nines' attorneys and personal representatives requested Mr. Nines' Medical Records from three different physicians – two associated with Johns Hopkins Bayview Medical Center ("Bayview") and the other associated with Johns Hopkins Community Physicians ("JHCP") – to be used for the purpose of filing a claim for Mr. Nines regarding SSI under Title XVI of the Social Security Act.

38. On or about February 27, 2021 and March 1, 2021, Mr. Nines' attorneys received Invoices from CIOX, an agent of Bayview, for the requested Medical Records (in a hard copy format). The February 27, 2021 Invoice for retrieving and producing Mr. Nines' Medical Records included per-page charges of .83¢, aggregate copy charges of $36.52, and "Sales Tax" of $3.57. The March 1, 2021 Invoice included per-page charges of .83¢, aggregate

copy charges of $13.28, and "Sales Tax" of $2.17. All of these fees were collected from Mr. Nines.

39. On or about May 17, 2021, Mr. Nines' attorneys received an Invoice from CIOX, an agent of JHCP, for the requested Medical Records (in a hard copy format). The Invoice for retrieving and producing Mr. Nines' Medical Records included per-page charges of .88¢, aggregate copy charges of $169.84, and "Sales Tax" of $11.57, all of which were collected from Mr. Nines.

40. A copy of Mr. Nines' CIOX Invoices are attached hereto as **Exhibits H, I & J**.

41. In all instances, CIOX failed to impose a reasonable, cost-based fee for the copying of protected health information on Mr. Ayers, Ms. Harmon, Ms. Hoggard, Ms. Bar Am, Mr. Pugh, Ms. Stewart or Mr. Nines, and rather, it imposed Junk Fees that served no purpose except to line the pockets of CIOX.

42. In order to charge any fee, CIOX must comply with the Md. CMRA, which incorporates 45 C.F.R. 164.524 and any related guidance issued by HHS.

43. Defendant CIOX Health, LLC is a Georgia limited liability company doing business throughout the state of Maryland, as a foreign limited liability company.

44. As a foreign limited liability company, CIOX assents to the laws of this state. Md. Code, Corp. and Assoc. § 4A-1010.

45. CIOX was formerly known as HealthPort Incorporated and changed its name to CIOX Health, LLC in March 2016. CIOX Health, LLC was created by the merger of HealthPort, IOD, Inc., Care Communications, Inc., and ECS. The company was founded in 1976 and began conducting business in Maryland in 2001.

46. CIOX is a specialized Medical Records provider that contracts with health care providers in all 50 states to retrieve and produce individuals' PHI under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and relevant state privacy laws.

47. CIOX provides Medical Records retrieval services for three out of five hospitals in the United States and more than 16,000 physician practices, handling more than 50 million Medical Records requests annually.

48. During the timeframe of this Complaint, Defendant CIOX contracted with certain health care providers in Maryland – including but not limited to SMHC, Hopkins and Medstar – to retrieve and prepare Medical Records pursuant to patients' requests.

49. For purposes of Maryland's Confidentiality of Medical Records Act, CIOX, at all times, was an agent of these, and many other, health care providers in Maryland.

Jurisdiction And Venue

50. This class action was removed to this Court by CIOX pursuant to 28 U.S.C. §§1441 and 1331, and 1446 and 1332(d).

51. Venue is proper in this District under 28 U.S.C. § 1391(b) since a substantial part of the events giving rise to the claims of the Named Plaintiffs herein occurred within this District and the Defendant systematically and continually transacts business in this District.

Facts Applicable to All Counts

52. This is an action against CIOX resulting from its predatory and unreasonable billing practices, which are not only unlawful under Maryland's Confidentiality of Medical Records Act, but also unfair, abusive and deceptive.

53. All physicians, chiropractors, hospitals, dentists and other duly licensed practitioners in the state of Maryland (collectively "health care providers") are required by

Maryland statute to furnish a copy of all Medical Records to the patient or the patient's representative upon request. *See* Md. Code, Health-Gen. § 4-304(a).

54. Under the Md. CMRA, "Health care provider" is broadly defined and includes any "person who is licensed, certified, or otherwise authorized under the Health Occupations Article or § 13-516 of the Education Article to provide health care in the ordinary course of business or practice of a profession or in an approved education or training program," as well as any facility – inpatient or outpatient – where health care is provided. Md. Code, Health-Gen. § 4-301(h)(1).

55. Health care provider also "includes the agents, employees, officers, and directors of a facility and the agents and employees of a health care provider." Md. Code, Health-Gen. § 4-301(h)(2).

56. Defendant CIOX is a Medical Records copying service which has contracts with a number of health care providers in the state of Maryland to maintain, copy and distribute, upon request, the Medical Records of patients and/or former patients of such health care providers.

57. CIOX is required to comply with all provisions of the Md. CMRA because through its role of fulfilling Medical Records requests, CIOX acts as an agent of health care providers by processing the Medical Records requests on their behalf.

58. Indeed, upon information and belief, all contracts between CIOX and health care providers in Maryland provide that CIOX agrees that the fees and charges invoiced and collected by CIOX in connection with the fulfillment of Medical Records requests shall be in compliance with state and federal laws (as incorporated expressly into the Md. CMRA).

59. CIOX, under its business model, may only charge and collect state-authorized rates, such as those delineated in Maryland's Confidentiality of Medical Records Act, for all

Medical Records requests from third parties, such as law firms seeking their client's Medical Records for purposes of legal representation.

60. "Medical record" is defined by the Md. CMRA to include "any oral, written, or other transmission in any form or medium of information that:

(i) Is entered in the record of a patient or recipient;
(ii) Identifies or can readily be associated with the identity of a patient or recipient; and
(iii) Relates to the health care of the patient or recipient."

Md. Code, Health-Gen. § 4-301(j)(1).

61. "Medical record" also includes any documentation showing that a Medical Record was disclosed to any person who is not an employee, agent, or consultant of the health care provider. Md. Code, Health-Gen. § 4-301(j)(2)(i). It also includes any medical bills requested by an individual. Md. Code, Health-Gen. § 4-304(c)(1)(i).

62. Under the Md. CMRA, "Patient" is defined as "a person who receives health care and on whom a medical record is maintained." Md. Code, Health-Gen. § 4-301(l).

63. In Maryland, a health care provider, including but not limited to CIOX, is required to provide a copy of Medical Records "within a reasonable time" after a "Person in interest" requests such records "in writing." Md. Code, Health-Gen. § 4-304(a)(1).

64. A "Person in interest," under the Md. CMRA, is broadly defined to include, among others, an adult or minor "on whom a health care provider maintains a medical record" or their duly appointed representatives. "Person in Interest" also includes any "attorney appointed in writing." Md. Code, Health-Gen. § 4-301(m).

Maryland Law Expressly Limits the Fees that Can be Charged for Producing Medical Records

65. When a Person in Interest or any authorized person requests copies of Medical Records, health care providers "may require a person in interest or any other authorized person

who requests a copy of a medical record to pay for the cost of copying." Md. Code, Health-Gen. § 4-304(c)(2).

66. Maryland's Confidentiality of Medical Records Act enumerates the specific fees and charges that can be imposed upon a person who requests Medical Records from a health care provider. And health care providers may only charge and collect "a reasonable cost-based fee for providing the information requested." H-G § 4-304(c)(2)(ii).

67. In particular, under H-G § 4-304(c)(3)(i) of the Md. CMRA, a health care provider such as CIOX, "may charge a fee for copying and mailing not exceeding" a specific dollar amount (currently "76 cents") for each page of the Medical Records.

68. "***In addition to***" the per-page fee, a hospital or a health care provider may also charge:

> 1. Subject to the fee limitations that apply to persons in interest under 45 C.F.R. 164.524 and any guidance on those limitations issued by the U.S. Department of Health and Human Services, a preparation fee not to exceed $22.88 for medical record retrieval and preparation; and
>
> 2. The actual cost for postage and handling of the medical record.

Md. Code, Health-Gen. § 4-304(c)(3)(ii).

69. When Medical Records are produced in an "electronic format," the health care provider is also permitted to charge certain fees for the Medical Records, but the fees are reduced and limited:

> (iii) Subject to the fee limitations that apply to persons in interest under 45 C.F.R. 164.524 and any guidance on those limitations issued by the U.S. Department of Health and Human Services, a hospital or a health care provider that uses or maintains the requested medical records in an electronic format may charge for an electronic copy of a medical record in an electronic format requested by a person in interest or any other authorized person:
>
> 1. A preparation fee not to exceed $22.88 for electronic

format medical records retrieval and preparation;

2. A per-page fee of 75% of the per-page fee charged by a health care provider under subparagraph (i) of this paragraph that may not exceed $80; and

3. The actual cost for postage and handling of the electronic format medical records.

Md. Code, Health-Gen. § 4-304(c)(3)(iii).

70. Maryland's Confidentiality of Medical Records Act does not permit any fee to be charged or collected when the health care provider or its agent merely searches for Medical Records but determines that the health care provider has no such records to copy, retrieve or prepare.

71. Likewise, none of CIOX's other Junk Fees are reasonable cost-based fees.

Federal Law, as Incorporated into the Md. CMRA Prohibits Search Fees (Among Others)

72. All "reasonable cost-based fees" under the Md. CMRA, are subject to "the fee limitations that apply to persons in interest under 45 C.F.R. 164.524 and any guidance on those limitations issued by the U.S. Department of Health and Human Services." Md. Code, Health-Gen. § 4-304(c)(3)(ii)(1) and § 4-304(c)(3)(iii).

73. The "fee limitations" in 45 C.F.R. 164.524 – also known as the "Privacy Rule" – is part of the 2013 Omnibus Rule (a.k.a. the privacy Rule) that sets out, in relevant part, HHS's guidelines and limitations on fees that may be charged and collected by companies like CIOX when responding to requests for PHI. *See* Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the [HITECH] Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, 78 Fed. Reg. 5,566, 2013 WL 268904 (Jan. 25, 2013).

74. 45 C.F.R 164.524(c)(4) provides as follows:

> (4) Fees. If the individual requests a copy of the protected health information or agrees to a summary or explanation of such information, **the covered entity may impose a reasonable, cost-based fee, provided that the fee includes only the cost of**:
>
> (i) Labor for copying the protected health information requested by the individual, whether in paper or electronic form;
>
> (ii) Supplies for creating the paper copy or electronic media if the individual requests that the electronic copy be provided on portable media;
>
> (iii) Postage, when the individual has requested the copy, or the summary or explanation, be mailed; and
>
> (iv) Preparing an explanation or summary of the protected health information, if agreed to by the individual as required by paragraph (c)(2)(iii) of this section.

75. Three years after adopting the 2013 Omnibus Rule, HHS issued a guidance document in 2016 titled "Individuals' Right under HIPAA to Access their Health Information 45 C.F.R. § 164.524," a copy of which is attached hereto as **Exhibit C** (the "2016 Guidance.")

76. The 2016 Guidance provided HHS's official guidance on the fee limitations of the Privacy Rule:

> **Fees for Copies**
>
> The Privacy Rule permits a covered entity to impose a reasonable, cost-based fee if the individual requests a copy of the PHI (or agrees to receive a summary or explanation of the information). The fee may include only the cost of: (1) labor for copying the PHI requested by the individual, whether in paper or electronic form; (2) supplies for creating the paper copy or electronic media (e.g., CD or USB drive) if the individual requests that the electronic copy be provided on portable media; (3) postage, when the individual requests that the copy, or the summary or explanation, be mailed; and (4) preparation of an explanation or summary of the PHI, if agreed to by the individual. See 45 CFR 164.524(c)(4). The fee may not include costs associated with verification; documentation; searching for and retrieving the PHI; maintaining systems; recouping capital for data access, storage, or infrastructure; or other costs not listed above **even if such costs are authorized by State law**.

2016 Guidance at 8 (emphasis in original).

77. The 2016 Guidance also mandates that "Labor for copying the PHI requested by the individual, whether in paper or electronic form"

> **does not include** costs associated with reviewing the request for access; or searching for and retrieving the PHI, which includes locating and reviewing the PHI in the medical or other record, and segregating or otherwise preparing the PHI that is responsive to the request for copying.

2016 Guidance at 11 (emphasis in original).

78. The 2016 Guidance also is clear that companies such as CIOX **may not charge or collect *any fee unless*** PHI's are actually copied and produced, and then only for the additional costs incurred in making the copies and producing them. Accordingly, "labor for copying **does not include** labor costs associated with:

- Reviewing the request for access.
- Searching for, retrieving, and otherwise preparing the responsive information for copying. This includes labor to locate the appropriate designated record sets about the individual, to review the records to identify the PHI that is responsive to the request and to ensure the information relates to the correct individual, and to segregate, collect, compile, and otherwise prepare the responsive information for copying."

2016 Guidance at 13 (emphasis in original).

79. The unambiguous "fee limitation" set forth in the 2013 Privacy Rule and HHS's 2016 Guidance establish that CIOX's Junk Fees – especially when no records are ever located, copied or produced – are uniformly and consistently impermissible and in violation of the Md. CMRA.

80. CIOX's Junk Fees are not reasonable cost-based fees under the Md. CMRA.

81. Consistent with the requirements of the 2013 Privacy Rule and HHS's 2016 Guidance, the Supreme Court of Maryland in *Hollabaugh v. MRO Corp.*, 491 Md. 165 (2025) held that health care providers, such as CIOX, cannot charge and collect any fees under Md. CMRA: (a) for conducting a search that does not lead to the production of any medical records; or (b) outside of those expressly authorized under § 4-304(c)(3) of the Md. CMRA.

CIOX Charges and Collects More than the Fees Permitted by Maryland Law

82. Despite the express restrictions of Maryland law on the fees that CIOX and other health care providers can charge and collect for the copying, retrieval and preparation of Medical Records, CIOX routinely and consistently invoices and collects fees in excess of the amounts permitted.

83. CIOX routinely and consistently charges to and collects from Persons in Interest Junk Fees of up to $22.88 when CIOX provides nothing to the person in interest that could possibly be viewed as response to a request for Medical Records.

84. CIOX's Basic Fee up to $22.88, charged and collected in such a circumstance, deceives or tends to deceive because no fee is authorized by Maryland law. Indeed, the charging of a Junk Fee, or any fee at all, is unfair, abusive or deceptive in such a circumstance and has caused loss and damage to those who paid the fee to CIOX in reliance upon the implicit suggestion that such a fee is legally permitted and authorized by the law.

85. Any Junk Fee charged when the request for Medical Records does not lead to the production of any Medical Records and which are then invoiced and collected as a matter of course by CIOX in Maryland, are unfair, abusive or deceptive and have caused loss and damage to those who have paid that fee to CIOX in reliance upon the implicit suggestion that such "Basic Fees" are legally permitted and authorized by the law, even when no medical records exist, or are prepared or retrieved.

86. Even when CIOX locates Medical Records, and retrieves and prepares them for production, CIOX also frequently and consistently adds additional Junk Fees and charges to its invoices in an effort to collect more from Persons in Interest than legally permitted. In this regard, during the timeframe of this Complaint, CIOX has invoiced Persons in Interest for a

variety of other "Junk Fees" including but not limited to "Retrieval Fees," "Electronic Delivery Fees," and "Certification Fees" and others even though those fees also are not expressly permitted by Maryland law.

87. Moreover, CIOX also frequently adds a fee for "Sales Tax" even though "a patient's medical records" are expressly exempted from Maryland's Sales and Use Tax. *See* Md. Code, Tax-Gen. § 11-211(a)(4) ("The sales and use tax does not apply to … a sale of a patient's medical records to the patient or the patient's representative.").

88. At all times relevant to this Complaint, CIOX knew or had reason to know that "a patient's medical records" are expressly exempted from Maryland's Sales and Use Tax.

89. During the time frame of this action, CIOX was neither licensed by nor registered to conduct business in the State of Maryland; nor was it registered with the Maryland Comptroller to collect "Sales Tax" from consumers.

90. Moreover, though CIOX was misrepresenting to Named Plaintiffs and Class members that a "Junk Fee" for "Sales Tax" was due and owing in connection with the production of their Medical Records, CIOX was not, in turn, paying the "Sales Tax" to the State of Maryland, but rather was keeping and using such funds for its own purposes and gain. Thus, the "Sales Tax," though charged to consumers, was never collected by a Maryland governmental entity.

91. All of CIOXs "Junk Fees" invoiced and collected as a matter of course by CIOX in Maryland, are unfair, abusive or deceptive and have caused loss and damage to those who have paid the fees to CIOX in reliance upon the implicit suggestion that such "Junk Fees" are legally permitted and authorized by the law.

92. In addition to the "Junk Fees," CIOX also refuses and/or fails to limit its fees, charged to and collected from patients and their representatives, to the legally permitted per-

page rate whether the records are produced in a hard copy or electronic format (as provided for in the Maryland's Confidentiality of Medical Records Act); it also refuses and/or fails to cap its aggregate copying fee for preparation of electronic format Medical Records, despite the clear requirements of the Md. CMRA.

93. These "Excessive Fees" are unlawful.

94. In this regard, CIOX typically and routinely charges Persons in Interest as much as .83¢ - .88¢ per-page or more, even though the Md. CMRA currently limits the per-page charge for Medical Records produced in a hard copy format to .76¢ per-page. Md. Code, Health-Gen. § 4-304(c)(3)(i).

95. CIOX also overcharges Persons in Interest whose Medical Records are produced in an electronic format. In such circumstance, CIOX typically and routinely currently charges Persons in Interest .66¢ per-page or more, even though the Md. CMRA currently limits the per-page charge for Medical Records produced in an electronic format to .57¢ per-page – which is "75% of the per-page fee" allowable when the Medical Records are retrieved and prepared in a hard copy format. Md. Code, Health-Gen. § 4-304(c)(3)(iii).

96. And CIOX also typically and routinely charges Persons in Interest more than the aggregate fee permitted when Medical Records are produced in an electronic format (currently $80). Md. Code, Health-Gen. § 4-304(c)(3)(iii). Indeed, CIOX often charges an aggregate fee for electronic copies in excess of $80 or more.

97. At all times relevant to this Complaint, CIOX, a company that has conducted business and operations in the state of Maryland for more than twenty (20) years, was fully aware of the requirements, limitations and nuances of the Md. CMRA with respect to requiring a Person in Interest or any other authorized person who requests a copy of Medical Records to pay

the cost of copying the Medical Records and/or retrieval and preparation of the Medical Records.

98. For years, CIOX has charged and collected the fees challenged in this Complaint from Named Plaintiffs and Class members when it knew or should have known that the Junk Fees and Excessive Fees were unlawful, excessive and impermissible.

99. In this regard, CIOX is fully aware that it may not levy, impose, invoice, charge or collect a fee of any type from the members of the Class when: (a) CIOX searches for a person's Medical Records but the search does not led to the production of Medical Records; or (b) the fee imposed is outside of those expressly authorized under § 4-304(c)(3) of the Md. CMRA.

100. As a result of CIOX's predatory and unlawful billing scheme, and the other acts, material omissions, affirmative misrepresentations and unfair, abusive and deceptive practices described herein, Named Plaintiffs and Class members were overcharged and paid significantly more to CIOX than the law permits.

Facts Applicable to Named Plaintiffs

A. EARL AYERS

101. On or about September 29, 2021, Mr. Ayers' attorneys and personal representatives requested Mr. Ayers' Medical Records and a complete copy of itemized bills from Southern Maryland Hospital Center to be used in connection with Mr. Ayers' claims for personal injuries.

102. Mr. Ayers' attorneys were appointed in writing by him.

103. Mr. Ayers was attempting to obtain his medical records primarily for personal, family or household purposes.

104. On October 14, 2021, SMHC, by and through its agent CIOX, notified Mr. Ayers' attorneys, via a notice titled "Important Information Regarding Your Request for Medical

Records" that it was "unable to comply with [the] request" because no Medical Records were located for Mr. Ayers. **Exhibit A**.

105. Specifically, the October 14, 2021, notice advised Mr. Ayers and his attorneys that a search for Mr. Ayers in SMHC's records, yielded no results:

> **No Dates of Treatment as Requested**
> We show no treatment at this facility for the dates of service you requested "7/30/2021-PRESENT". Please review the request and authorization provided to update to include treatment dates in which the patient was seen and resubmit your request with the necessary information."

106. Upon information and belief, any search of SMHC's records, if required at all, would have been conducted electronically.

107. Upon information and belief, the determination that no medical records for Mr. Ayers existed would have required no more than a minute or two of CIOX's staff time, if that.

108. Even though Defendant CIOX did not copy any Medical Records in response to Mr. Ayers' request for Medical Records, and neither retrieved nor prepared any records for production (either electronic or otherwise), on or about October 14, 2021, CIOX sent Mr. Ayers an invoice, charging him a "Basic Fee" of $22.88. *See* **Exhibit A**.

109. The $22.88 "Basic Fee" charged by CIOX to Mr. Ayers is a Junk Fee that has no permissible legal basis. Moreover, the phony Basic Fee is not a reasonable cost-based fee because violates federal law which is incorporated into the Md. CMRA in that: no records responsive to the request were produced and any charge to search is impermissible; and the charge does not reflect the actual time, energy, resources, and effort spent by CIOX.

110. Because of the unlawful and unauthorized charge that CIOX added to Mr. Ayers' invoice, CIOX demanded that Mr. Ayers through his attorney's pay CIOX a total of $22.88 "Net 30 days." *See* **Exhibit A**.

111. Shortly thereafter, Mr. Ayers' attorneys, as Mr. Ayers' agent, paid the CIOX invoice in full. Subsequently, Mr. Ayers reimbursed his attorneys pursuant to their written representation agreement.

112. As a result of CIOX's unlawful and predatory actions in this case, Mr. Ayers paid CIOX a fee that is unlawful and impermissible under Maryland Law and thus suffered actual damages.

B. MELISSA HARMON

113. On or about September 7, 2021, Ms. Harmon's attorneys and personal representatives requested Ms. Harmon's Medical Records and a complete copy of itemized bills from Medstar Health Physicians , to be used in connection with Ms. Harmon's claims for personal injuries.

114. Ms. Harmon was attempting to obtain his medical records primarily for personal, family or household purposes.

115. Ms. Harmon's attorneys were appointed in writing by her.

116. On September 15, 2021, Medstar, by and through its agent CIOX, notified Ms. Harmon's attorneys, via a notice titled "Important Information Regarding Your Request for Medical Records" that it was "unable to comply with [the] request" because no Medical Records were located for Ms. Harmon. **Exhibit B.**

117. Specifically, the notice advised Ms. Harmon and her attorneys that a search for Ms. Harmon in Medstar's records, yielded no results:

> **No Dates of Treatment as Requested**
> We show no treatment at this facility for the dates of service you requested. Please review the request and authorization provided to update to include treatment dates in which the patient was seen and resubmit your request with the necessary information.

118. Upon information and belief, any search of Medstar's records, if required at all, would have been conducted electronically.

119. The determination that no medical records for Ms. Harmon existed would have required no more than a minute or two of CIOX's staff time, if that.

120. Even though Defendant CIOX did not copy any Medical Records in response to Ms. Harmon's request for Medical Records, and neither retrieved nor prepared any records for production (either electronic or otherwise), on or about September 15, 2021, CIOX sent Ms. Harmon an invoice, charging her a "Basic Fee" of $22.88. *See* **Exhibit B**.

121. The $22.88 "Basic Fee" charged by CIOX to Ms. Harmon is a "Junk Fee" that has no permissible legal basis. Moreover, the phony Basic Fee is not a reasonable cost-based fee because it violates federal law which is incorporated into the Md. CMRA in that: no records responsive to the request were produced and any charge to search is impermissible; and the charge does not reflect the actual time, energy, resources, and effort spent by CIOX.

122. Because of the unlawful and unauthorized charges that CIOX added to Ms. Harmon's invoice, CIOX demanded that Ms. Harmon and her attorney's pay CIOX a total of $22.88 "Net 30 Days."

123. Ms. Harmon and her attorney's paid the CIOX invoice in full on or about September 22, 2021. Subsequently, Ms. Harmon reimbursed his attorneys pursuant to their agreement.

124. As a result of CIOX's unlawful and predatory actions in this case, Ms. Harmon paid CIOX a fee that is unlawful and impermissible under Maryland Law, and thus suffered actual damages.

C. ASHLEY HOGGARD

125. In late 2021, Ms. Hoggards' attorneys and personal representatives requested, via facsimile, her Medical Records, which consisted of a complete copy of itemized billing from Sinai Hospital of Baltimore ("Sinai"), to be used in connection with Ms. Hoggard's claims for personal injuries .

126. Ms. Hoggard's attorneys were appointed in writing by her.

127. Ms. Hoggard was attempting to obtain her medical records primarily for personal, family or household purposes.

128. Ms. Hoggard's medical records were maintained by Sinai in an electronic format.

129. CIOX, an agent of Sinai, retrieved and prepared Ms. Hoggard's medical records in an electronic format.

130. On or about March 1, 2022, CIOX, an agent of Sinai, notified Ms. Hoggard's attorneys, by way of invoice, that to receive the one-page bill via electronic delivery, there would be a per-page charge of Eighty-Eight Cents ($0.88), in addition to the Basic Fee of $22.88. *See* **Exhibit D**.

131. The total invoice of $24.76 was collected from Ms. Hoggard's attorney, and subsequently reimbursed by Ms. Hoggard pursuant to a written fee arrangement which appointed her attorney as her agent. The excessive per page fee charged to Ms. Hoggard has no permissible legal basis and is not a fee enumerated within the Md. CMRA.

132. Although CIOX charged Ms. Hoggard a per page charge of .88¢ for the electronic medical record downloaded by her, such a charge was excessive, impermissible and a violation of the 75%-Rule set forth on the Md. CMRA.

133. Rather than .88¢/page, as of the date of CIOX's invoice to Ms. Hoggard, the per page charge assessed and collected by CIOX should have been no more than .57¢/page, because the medical record produced by CIOX was maintained and produced in an electronic format.

134. As a result of CIOX's unlawful and predatory actions in this case, Ms. Hoggard not only paid CIOX an unlawful Junk Fee, but also an excessive and impermissible fee of .88¢/page, and thus suffered actual damages.

D. MAIA BAR AM

135. In 2022, Ms. Bar Am's attorneys and personal representatives requested Ms. Bar Am's Medical Records from Johns Hopkins Hospital ("Hopkins"), a provider in Maryland to be used in connection with Ms. Bar Am's claims for personal injuries.

136. Ms. Bar Am was attempting to obtain her medical records primarily for personal, family or household purposes.

137. Ms. Harmon's attorneys were appointed in writing by her.

138. Ms. Bar Am's medical records were maintained by Hopkins in an electronic format.

139. CIOX, an agent of Hopkins, retrieved and prepared Ms. Bar Am's medical records in an electronic format.

140. On or about March 23, 2022, CIOX notified Ms. Bar Am's attorneys that it would provide records, in relation to Invoice No. 0368464608 only upon payment in full of the Invoice.

141. Although the records were maintained and prepared in an electronic format, CIOX advised Ms. Bar Am's attorney that electronic records in the aggregate per page was $86.54, even though the cap on such production is $80.00. *See* **Exhibit E.**

142. Ms. Bar Am's Attorneys paid CIOX's Invoice in full. Ms. Bar Am and subsequently reimbursed her attorneys pursuant to a written fee arrangement which appointed her attorney as her agent.

143. On or about November 3, 2022, CIOX, an agent of Hopkins, notified Ms. Bar Am's attorneys that it would provide records, in relation to Invoice No. 0393560619 only upon payment in full of said invoice, which included a pagination rate in excess of $80.00 for electronic records in the amount of $86.54. The Invoice also included a per page charge of .66¢/page, which was excessive.

144. This Invoiced amount was collected by CIOX from Ms. Bar Am's Attorneys and subsequently reimbursed by Ms. Bar Am pursuant to a written fee arrangement which appointed her attorney as her agent.

145. As a result of CIOX's unlawful and predatory actions Invoice in November 2022, Ms. Bar Am paid CIOX an excessive and impermissible fee of .88¢/page, and thus suffered actual damages.

E. CHARLES PUGH

146. On or about December 23, 2021, Mr. Pugh's attorneys and personal representatives requested Mr. Pugh's Medical Records from Medstar to be used for the purpose of filing a claim for Mr. Pugh regarding Supplemental Security Income ("SSI") under Title XVI of the Social Security Act.

147. The request for Mr. Pugh's Medical Records – which was submitted to Medstar at the request of the law firm representing Mr. Pugh via Mr. Pugh's authorized representative, ReleasePoint, a records retrieval service – included a written notice that Mr. Pugh's "MEDSTAR SOUTHERN MARYLAND HOSPITAL Records are needed for SSDI benefits hearing."

148. Mr. Pugh's attorneys, as well as ReleasePoint, were appointed in writing by him.

149. On or about December 30, 2021, CIOX, as an agent of Medstar, prepared an invoice in connection with the copying, retrieval and preparation of Mr. Pugh's Medstar Medical Records.

150. Mr. Pugh's CIOX's Invoice – which was generated by CIOX's "Electronic Delivery Service" – also included the following preprinted communication in bold type:

> **Please Note: Your medical record request has been delivered electronically to your Ciox eDelivery Account.**

See **Exhibit F**.

151. Despite the express notice from ReleasePoint that Mr. Pugh's Medical Records were requested for the purpose of pursuing a claim regarding SSI, CIOX's Invoice included and demanded payment of $86.54 for the copying of Mr. Pugh's Medical Records.

152. And notwithstanding the unambiguous communication from CIOX, acknowledging that Mr. Pugh's Medical Records were delivered in an electronic format, CIOX's Invoice for Mr. Pugh included charges of .66¢ per-page and aggregate copy charges of $86.54. These charges are in excess of the maximum fees permitted under Maryland's Confidentiality of Medical Records Act.

153. Moreover, and in addition to the other charges set forth on CIOX's Invoice for Mr. Pugh, CIOX included an "Electronic Data Archive Fee" – a "Junk Fee" – of $4.99 among the charges assessed to Mr. Pugh.

154. Because of the unlawful and unauthorized charges that CIOX added to Mr. Pugh's Invoice, CIOX demanded that Mr. Pugh and his authorized representatives pay CIOX a total of $114.41 for copying, retrieving and preparing Mr. Pugh's Medical Records. The actual

charges permitted by Maryland law, however, for the copying, retrieval and preparation of Mr. Pugh's Medical Records are a fraction of that amount.

155. Mr. Pugh and his authorized representatives paid the CIOX Invoice in full on or about December 30, 2021.

156. On December 30, 2021, CIOX, as an agent of Medstar, produced the requested Medical Records to Mr. Pugh and his authorized representatives, in, as noted, an electronic format.

157. Upon information and belief, had Mr. Pugh and his authorized representatives refused to pay CIOX's Invoice in full, CIOX would have refused to produce Mr. Pugh's Medical Records.

158. As a result of CIOX's unlawful and predatory actions in this case, Mr. Pugh has paid more to CIOX for copies of his Medical Records than permitted by Maryland law and suffered actual damages.

F. VERONICA STEWART

159. On or about February 19, 2020, Ms. Stewart's attorneys and personal representatives requested Ms. Stewart's Medical Records from Rubin Institute, to be used in connection with Ms. Stewart's claims for personal injuries.

160. Ms. Stewart's attorneys were appointed in writing by her.

161. On February 28, 2020, Rubin Institute, by and through its agent CIOX, notified Ms. Stewart's attorneys, via a notice titled "Request Exception Notification," that it was "unable to comply with [the] request" noting that no Medical Records were located for Ms. Stewart.

162. In particular, the Request Exception Notification advised Ms. Stewart and her attorneys that a search for Ms. Stewart in Rubin Institute's records, yielded no results:

Patient Not Found

> We have been unable to locate a record for the above-named patient. We will gladly recheck our records if you can provide and verify the following information: date of birth, treatment types and dates, attending physicians, the specific outpatient department in which the patient was seen, or other names under which the patient might have been admitted. Please re-submit your request with the necessary information and will process your request upon receipt.

163. Even though CIOX did not copy any Medical Records in response to Ms. Stewart's request for Medical Records, and neither retrieved nor prepared any records for production (either electronically or otherwise), on or about February 28, 2020, CIOX sent Ms. Stewart an invoice, charging her a "Basic Fee" of $22.88. *See* **Exhibit G**.

164. The $22.88 "Basic Fee" charged by CIOX to Ms. Stewart is a "Junk Fee" that has no permissible legal basis.

165. Because of the unlawful and unauthorized charge that CIOX added to Ms. Stewart's Invoice, CIOX demanded that Ms. Stewart and her attorney's pay CIOX a total of $22.88 "Net 30 days."

166. Ms. Stewart and her attorneys paid the CIOX Invoice in full on or about June 1, 2021.

167. As a result of CIOX's unlawful and predatory actions in this case, Ms. Stewart paid CIOX a fee for searching for her Medical Records that is unlawful and impermissible under Maryland law. As a result, she has suffered actual damages.

G. NARVELL NINES

168. On or about February 19, 2021 and April 21, 2021, Mr. Nines' attorneys and personal representatives requested Mr. Nines' Medical Records from three different physicians – two associated with Bayview and the other associated with JHCP – to be used for the purpose of filing a claim for Mr. Nines regarding SSI under Title XVI of the Social Security Act.

169. Mr. Nines' attorneys were appointed in writing by him.

170. On or about February 27, 2021 and March 1, 2021, CIOX, as an agent of Bayview, prepared two invoices in connection with the copying, retrieval and preparation of Mr. Nines' Bayview Medical Records. *See* **Exhibits H & I**.

171. In connection with the February 27, 2021 Invoice (**Exhibit H**), CIOX charged Mr. Nines for 44 pages of Medical Records (to be produced in a hard copy format) at .83¢ per-page, for an aggregate copy charge of $36.52. These charges are in excess of the .76¢ per-page maximum fees permitted under Maryland's Confidentiality of Medical Records Act.

172. Moreover, and in addition to the other charges set forth on CIOX's February 27, 2021 Invoice to Mr. Nines, CIOX included a charge for "Sales Tax" of $3.57 – a "Junk Fee" – even though CIOX is well aware that "a patient's medical records" are expressly exempt from Maryland's Sales and Use Tax. *See* Md. Code, Tax-Gen. § 11-211(a)(4).

173. Because of the unlawful and unauthorized charges that CIOX added to Mr. Nines' February 27, 2021 Invoice, CIOX demanded that Mr. Nines and his authorized representatives pay CIOX a total of $66.57 for copying, retrieving and preparing Mr. Nines' Medical Records. The actual charges permitted by Maryland law, however, for the copying, retrieval and preparation of these Medical Records are much lower than that amount.

174. Mr. Nines and his authorized representatives paid CIOX's February 27, 2021 Invoice in full on or about March 16, 2021.

175. Thereafter, CIOX, as an agent of Bayview, mailed hard copies of the requested Medical Records to Mr. Nines and his authorized representatives.

176. In connection with the March 1, 2021 Invoice (**Exhibit I**), CIOX charged Mr. Nines for 16 pages of Medical Records (to be produced in a hard copy format) at .83¢ per-page, for an aggregate copy charge of $13.28. These charges are in excess of the .76¢ per-page maximum fees permitted under Maryland's Confidentiality of Medical Records Act.

177. Moreover, and in addition to the other charges set forth on CIOX's March 1, 2021 Invoice to Mr. Nines, CIOX included a charge for "Sales Tax" of $2.17 – a "Junk Fee" – even though CIOX is well aware that "a patient's medical records" are expressly exempted from Maryland's Sales and Use Tax. *See* Md. Code, Tax-Gen. § 11-211(a)(4).

178. Because of the unlawful and unauthorized charges that CIOX added to Mr. Nines' March 1, 2021 Invoice, CIOX demanded that Mr. Nines and his authorized representatives pay CIOX a total of $40.93 for copying, retrieving and preparing Mr. Nines' Medical Records. The actual charges permitted by Maryland law, however, for the copying, retrieval and preparation of these Medical Records are much lower than that amount.

179. Mr. Nines and his authorized representatives paid CIOX's March 1, 2021 Invoice in full on or about March 16, 2021.

180. Thereafter, CIOX, as an agent of Bayview, mailed hard copies of the requested Medical Records to Mr. Nines and his authorized representatives.

181. On or about May 17, 2021, CIOX, as an agent of JHCP, prepared an invoice in connection with the copying, retrieval and preparation of Mr. Nine's JHCP Records. *See* **Exhibit J.** In the May 17, 2021 Invoice (**Exhibit J**), CIOX charged Mr. Nines for 193 pages of Medical Records (to be produced in a hard copy format) at .88¢ per-page, for an aggregate copy charge of $169.84. Both of these charges are in excess of the .76¢ per-page maximum fees permitted under Maryland's Confidentiality of Medical Records Act.

182. Moreover, and in addition to the other charges set forth on CIOX's May 17, 2021 Invoice to Mr. Nines, CIOX included a charge for "Sales Tax" of $11.57 – a "Junk Fee" – even though CIOX is well aware that "a patient's medical records" are expressly exempted from Maryland's Sales and Use Tax. *See* Md Code, Tax-Gen. § 11-211(a)(4).

183. Because of the unlawful and unauthorized charges that CIOX added to Mr. Nines' May 17, 2021 Invoice, CIOX demanded that Mr. Nines and his authorized representatives pay CIOX a total of $215.29 for copying, retrieving and preparing Mr. Nines' JHCP Medical Records. The actual charges permitted by Maryland law, however, for the copying, retrieval and preparation of these Medical Records was far lower than that amount.

184. Mr. Nines and his authorized representatives paid the CIOX Invoice in full on or about May 26, 2021.

185. Thereafter, CIOX, as an agent of JHCP, mailed hard copies of the requested JHCP Medical Records to Mr. Nines and his authorized representatives.

186. Upon information and belief, had Mr. Nines and his authorized representatives refused to pay any of CIOX's Invoices in full, Defendant CIOX would have refused to produce Mr. Nines' Medical Records.

187. Even though CIOX represented on Mr. Nines' February 27, 2021, March 1, 2021 and May 17, 2021 Invoices that "Sales Tax" was due and owing, CIOX did not, in turn, pay the "Sales Tax" to the State of Maryland, but rather kept and used these fees for its own purposes and gain. Thus, the "Sales Tax," though charged to and paid by Mr. Nines, was never collected by a Maryland governmental entity.

188. As a result of CIOX's unlawful and predatory actions in this case, Mr. Nines has paid more to CIOX for copies of his Medical Records than permitted by Maryland law and suffered actual damages.

H. CIOX HEALTH, LLC'S UNLAWFUL AND PREDATORY FEES ARE NOT LIMITED TO THE NAMED PLAINTIFFS

189. The facts and circumstances of the Named Plaintiffs – Ms. Ayers, Ms. Harmon, Ms. Hoggard, Ms. Bar Am, Mr. Pugh, Ms. Stewart or Mr. Nines – against Defendant CIOX are

neither unique nor isolated. During the time frame of this Complaint, CIOX on its own behalf and on behalf of hundreds of health care providers throughout Maryland, has overcharged hundreds of thousands of Individuals and Law Firms, and forced them to pay CIOX's Junk Fees as alleged and challenged by this Complaint.

Class Action Allegations

190. Named Plaintiffs bring this action individually and as a class action on behalf of a class (the "Class") defined as follows:

> All Individuals and Law Firms (which shall include solo practitioners) who, between October 1, 2016 and July 11, 2025, sought copies of Medical Records from a Maryland health care provider, or had their Medical Records requested by some other person pursuant to their authorization and were charged and paid (but, with respect to the Law Firms, not otherwise reimbursed):
>
> (1) a fee of any type by CIOX, after it was determined that no such Medical Records existed (the "No Records Found" or "NRF" Fee); or
>
> (2) fees for requests where Medical Records were retrieved, copied and produced but the amounts charged and collected were greater than the per-page rates or aggregate caps permitted by Health-Gen § 4-304(c)(3)(i) and (iii)(2), as adjusted annually in accordance with the Consumer Price Index; or
>
> (3) one or more of the following fees: Retrieval Fee, Sales Tax, Electronic Delivery Fee, Certification Fee.

191. Excluded from the Class are those individuals who now are or ever have been CIOX Health, LLC executives and the spouses, parents, siblings and children of all such individuals.

192. The Class, as defined above, is identifiable. The Named Plaintiffs, Ms. Ayers, Ms. Harmon, Ms. Hoggard, Ms. Bar Am, Mr. Pugh, Ms. Stewart or Mr. Nines are members of the Class.

193. The Class is so numerous that joinder of all members is impracticable. CIOX's records indicate that the above-defined Class includes approximately 200,000 Individuals and Law Firms who paid 408,000 separate overcharges during the relevant period.

194. There are questions of law and fact which are not only common to the Class but which predominate over any questions affecting only individual class members.

195. The common and predominating questions include, but are not limited to:

(a) Whether CIOX required Plaintiffs and Class members to pay a fee of any type, in violation of Maryland's Confidentiality of Medical Records Act, Md. Code, Health-Gen. § 4-304, for searching for Medical Records when the health care provider or CIOX determined that no such records exist;

(b) Whether CIOX is a "Health care provider" under Md. Code, Health-Gen. § 4-301;

(c) Whether CIOX was permitted to charge and collect any fee for searching for Named Plaintiffs' and Class members' Medical Records;

(d) Whether a health care provider in Maryland may charge a fee for the retrieval and preparation of Medical Records, including a "Basic Fee" of $22.88 when no such Medical Records exist;

(e) Whether CIOX's charging and collecting of a fee of any type to Class members when no Medical Records exist is an unfair, abusive and deceptive trade practice that violates Maryland's Consumer Protection Act;

(f) Whether CIOX charged "Junk Fees" – such as, by way of example, "Retrieval Fees," "Sales Tax," "Electronic Delivery Fees," and "Certification Fees"– to the members of the Class;

(g) Whether CIOX charged the members of the Class more than the maximum amounts permitted in Maryland's Confidentiality of Medical Records Act, Md. Code, Health-Gen. § 4-304;

(h) Whether CIOX's unlawful and excessive charges, as described in this Complaint, constitute and unfair, abusive or deceptive trade practice that violates Maryland's Consumer Protection Act, Md. Code, Com. Law §§ 13-101, *et seq.*;

(i) Whether CIOX's unlawful and excessive charges, as described in this Complaint, violate Maryland's Consumer Debt Collection Practices Act, Md. Code, Com. Law §§ 14-201, *et seq.*;

(j) Whether CIOX claimed, attempted or threatened to enforce a right to collect fees from the Named Plaintiff and Class members with knowledge that the right does not exist;

(k) Whether the Court can declare that CIOX may not charge and/or collect a fee for the retrieval and preparation of Medical Records, when no such Medical Records exist; and,

(l) Whether the Court can declare that CIOX may not charge and/or collect a fee from individuals for any fees not specifically enumerated in Maryland's Confidentiality of Medical Records Act;

(m) Whether CIOX's Junk Fees are permitted under 45 C.F.R. §164.524 and the Guidance of HHS on the Privacy Rule;

(n) Whether CIOX's Junk Fees are reasonable cost based fees under 45 C.F.R. §164.524 and the Guidance of HHS on the Privacy Rule;

(o) Whether CIOX was authorized to conduct business in Maryland after it forfeited its registration with the Maryland State Department of Assessments & Taxation?

196. The claims of Named Plaintiffs are typical of the claims of the respective members of the Class within the meaning of FED. R. CIV. P. 23(a)(3) and are based on and arise out of similar facts constituting the wrongful conduct of Defendants.

197. Named Plaintiffs will fairly and adequately protect the interests of the Class within the meaning of FED. R. CIV. P. 23(a)(4).

198. Named Plaintiffs are committed to vigorously litigating this matter. Further, Named Plaintiffs have secured counsel experienced in handling class actions and complex litigation.

199. Neither Named Plaintiffs nor Plaintiffs' counsel have any interests that might cause them not to vigorously pursue these claims.

200. The prosecution of separate actions by individual members of the Class would create a risk of establishing incompatible standards of conduct for Defendants within the meaning of FED. R. CIV. P. 23(b)(1)(A).

201. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the controversy within the meaning of FED. R. CIV. P. 23(b)(3).

202. The likelihood that individual members of the Class will prosecute or defend separate actions is remote due to the time and expense necessary to conduct such litigation.

203. Plaintiffs' counsel are experienced in class actions and foresee little difficulty in the management of this case as a class action.

Causes Of Action

Count I
Violations of Maryland's Confidentiality of Medical Records Act
(Md. Code, Health-Gen. §§ 4-301, *et seq.*)

204. Plaintiffs incorporate into this paragraph the foregoing paragraphs and all other Causes of Action of the Complaint.

205. Named Plaintiffs and each Class member are "Person[s] in interest" within the meaning of Md. Code, Health-Gen. § 4-301(m).

206. Defendant CIOX is a "Health care provider" within the meaning of Md. Code, Health-Gen. § 4-301(h).

207. By knowingly charging and collecting from Named Plaintiffs and Class members Junk Fees that are not authorized by the Maryland's Confidentiality of Medical Records Act, including but not limited to the "fee limitations" set forth in 45 C.F.R. §164.524, and the Guidance of HHS on the Privacy Rule, as expressly incorporated into the Md. CMRA, CIOX has violated the Md. CMRA, Md. Code, Health-Gen. § 4-304(c).

208. In particular, by knowingly charging and collecting a "Basic Fee" of up to $22.88 from Named Plaintiffs and Class members when CIOX searches for Medical Records when the health care provider has no such records to retrieve, prepare or produce, as alleged herein, CIOX has violated the Md. CMRA, Md. Code, Health-Gen. § 4-304(c).

209. As a result of the Defendant's violations of Maryland's Confidentiality of Medical Records Act, as set forth above, Named Plaintiffs and the Class sustained losses and damages, including actual damages in an amount equal to their overpayments.

210. In such circumstance, the Md. CMRA provides, in relevant part, that a "health care provider or any other person who knowingly violates any provision of this subtitle is liable for actual damages." Md. Code, Health-Gen. § 4-309(f).

Count II

Violations of Maryland's Consumer Protection Act
(Md. Code, Com. Law §§ 13-101, *et seq.*)

211. Plaintiffs incorporate into this paragraph the foregoing paragraphs and all other Causes of Action of the Complaint.

212. Maryland's Consumer Protection Act ("MCPA"), Md. Code, Com. Law § 13-101, *et seq.*, prohibits any "person" from engaging in any unfair, abusive or deceptive trade practices, *inter alia*, in the collection of consumer debts. Md. Code, Com. Law § 13-303(3) and (4).

213. The Named Plaintiffs and Class members each utilized CIOX's medical records service primarily for personal, family or household purposes.

214. CIOX's services are "consumer services" as that term is defined in the MCPA, Md. Code, Com. Law § 13-101(d)(1).

215. CIOX's collection of fees from Named Plaintiffs and members of the Class constitutes collection of "consumer debts" as that term is used in the MCPA. Md. Code, Com. Law § 13-101(d)(1).

216. As a "person" under the MCPA, Md. Code, Com. Law § 13-101(h), CIOX is prohibited from engaging in unfair, abusive and deceptive trade practices.

217. The MCPA specifically prohibits CIOX from making any false or misleading oral or written statement or other representation of any kind that has the capacity, tendency or effect of deceiving or misleading consumers. Md. Code, Com. Law § 13-301(1).

218. The MCPA further prohibits CIOX from failing to state a material fact if the failure deceives or tends to deceive. Md. Code, Com. Law § 13-301(3).

219. In violation of the MCPA, Md. Code, Com. Law §§ 13-303(3)-(4) and 13-301(1), CIOX represented to Named Plaintiffs and members of the Class that: (1) they were required to pay CIOX's "Basic Fee" for Medical Records – when no such records existing or were retrieved

or prepared – and other Junk Fees in violation of Maryland's Confidentiality of Medical Records Act, as described above; and (2) the charges imposed and collected by CIOX were legal and consistent with the Md. CMRA. By making these representations, CIOX engaged in misrepresentations and failures to state material facts, which deceived or tended to deceive and violated the aforesaid sections of the MCPA.

220. CIOX's representations were false and misleading and tended to and did deceive Named Plaintiffs and members of the Class, all of whom made payments to CIOX that were not due or owing and were in excess of the amounts actually permitted under Maryland Law. In violation of the MCPA, Md. Code, Com. Law §§ 13-303(3)-(4) and 13-301(3), the Defendant failed to disclose to Named Plaintiffs and members of the Class certain material facts, including the fact that the charges imposed by CIOX were unlawful, and, with respect to the Basic Fee in particular, that CIOX had no right to charge for merely searching for the Medical Records. In addition, CIOX represented in writing to Named Plaintiffs and members of the Class that the charges imposed in connection with the requests for Medical Records were legitimate.

221. In addition, by charging and collecting unlawful, excessive and impermissible fees from Named Plaintiffs and Class members, with knowledge that the right to do so does not exist, CIOX's actions also violate the Maryland Consumer Debt Collection Act, Md. Code, Com. Law § 14-202(8), and, thus, constitutes an unfair, abusive or deceptive trade practice that is a per se violation of the MCPA. Md. Code, Com. Law § 13-301(14)(iii). *See also* Count III, below.

222. These misrepresentations and failures to disclose material facts led Named Plaintiffs and members of the Class to make payments that were not due and that they would not have made had CIOX informed them of the material facts. CIOX committed unfair, abusive and deceptive practices by collecting and attempting to collect on alleged debts which, in fact, were not due, and this conduct constitutes unfair, abusive and deceptive trade practices in

violation of the MCPA, Md. Code, Com. Law §§ 13-101, *et seq*., including §§ 13-303(3)-(4) and 13-301(1) and (3).

223. As a result of CIOX's unfair, abusive and deceptive trade practices in violation of the MCPA, Named Plaintiffs and members of the Class were told they owed money to CIOX they did not owe, and were induced and commanded by CIOX to make payments to CIOX on amounts that were not owed, causing Named Plaintiffs and members of the Class injury and loss.

Count III
Violations of the Maryland Consumer Debt Collection Act
Md. Code, Com. Law § 14-202(8)

224. Plaintiffs incorporate into this paragraph the foregoing paragraphs and all other Causes of Action of the Complaint.

225. CIOX is a "person" as defined by Maryland's Consumer Debt Collection Act ("MCDCA"). Md. Code, Com. Law § 14-201(d).

226. CIOX is a debt "collector" as defined in Md. Code, Com. Law § 14-201(b) because, under the facts alleged herein, CIOX is collecting or attempting to collect an alleged debt arising out of a consumer transaction.

227. The amounts charged to Named Plaintiffs and the Class, and collected by CIOX, as alleged herein, arise from "consumer transactions" as defined in Md. Code, Com. Law § 14-201(c).

228. By charging and collecting from Named Plaintiffs and Class members fees that either were entirely impermissible under Maryland's Confidentiality of Medical Records Act, as alleged herein, CIOX is claiming and enforcing a right with knowledge that the right does not exist as prohibited by Md. Code, Com. Law § 14-202(8).

229. CIOX had both actual and constructive knowledge that the fees it charged and collected, as set out in this Complaint, were illegal, excessive and unlawful, and that it was not entitled to collect the debts from Named Plaintiffs and Class members.

230. Despite knowledge that the fees it charged and collected, as set out in this Complaint, were illegal, excessive and unlawful, CIOX sent invoices to the Named Plaintiffs, Class members and their attorneys and used those invoices to enforce a right that does not exist to collect monies from Named Plaintiffs and the Class that it was not entitled to.

231. Any monies paid by Plaintiffs and Class members that resulted from CIOX's unlawful fees constitute actual damages and must be repaid to Named Plaintiffs and Class members by CIOX pursuant to the MCDCA, Md. Code, Com. Law § 14-203.

232. As a result of CIOX's failure to comply with the MCDCA, Named Plaintiffs and the Class suffered actual loss, emotional distress, mental anguish and other damages.

Count IV
Maryland Declaratory Judgment Act
Md. Code, Cts. & Jud. Proc. § 3-409

233. Plaintiffs incorporate into this paragraph the foregoing paragraphs and all other Causes of Action of the Complaint.

234. An actual controversy exists between Named Plaintiffs and the Class, on the one hand, and CIOX on the other.

235. Antagonistic claims are present between Named Plaintiffs and the Class, on the one hand, and CIOX on the other which indicate imminent and inevitable litigation.

236. Named Plaintiffs and the Class assert that CIOX's unlawful billing practices, predatory collections practices and charges and fees imposed on the Named Plaintiffs and the Class are illegal, unfair, abusive or deceptive and in conflict with the essential public policy of the state of Maryland.

237. Named Plaintiffs and Class members also assert that the excessive and unlawful fees charged to and collected from Named Plaintiffs and Class members, must be returned to the members of the Class, together with prejudgment interest.

238. A declaratory judgment that establishes that CIOX violated the requirements of Maryland's Confidentiality of Medical Records Act by overcharging Named Plaintiffs and the Class will alleviate all uncertainty in this proceeding.

Prayer for Relief

WHEREFORE, Named Plaintiffs demand, on behalf of themselves and the Class:

A. An Order certifying this case as a Class action pursuant to FED. R. CIV. P. 23(b)(3);

B. Damages in an aggregated amount that exceeds $75,000^{00}$;

C. Actual damages but not damages for non-economic injuries, should any actually exist;

D. A declaration that CIOX's predatory conduct and unlawful billing and collections practices alleged herein violate Maryland's Confidentiality of Medical Records Act, Md. Code, Health-Gen. §§ 4-301, *et seq.*;

E. An award of reasonable attorney's fees and litigation costs to be determined; and,

F. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: September 4, 2026

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1954 Greenspring Drive, Suite 250
Timonium, MD 21093
(410) 560-4999
(410) 308-3116 (facsimile)

Attorneys for the Named Plaintiffs and the Class

By: _____
Richard S. Gordon

JURY DEMAND

Plaintiffs hereby demand a trial by jury of all issues so triable.

_____
Richard S. Gordon

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH

INVOICE

Electronic Delivery Service

Invoice #: **0364471868**
Date: **03/01/2022**
Customer #: [redacted]

https://edelivery.cioxhealth.com

Ship to:	Bill to:	Records from:
GILMAN AND BEDIGIAN LLC GILMAN AND BEDIGIAN LLC 1954 GREENSPRING DR STE 250 LUTHVLE TIMON,MD 21093-4184	GILMAN AND BEDIGIAN LLC GILMAN AND BEDIGIAN LLC 1954 GREENSPRING DR STE 250 LUTHVLE TIMON,MD 21093-4184	SINAI HOSPITAL OF BALTIMORE 2401 WEST BELVEDERE AVE BALTIMORE,MD 21215

Exhibit D

Requested By: GILMAN AND BEDIGIAN LLC **DOB :** [redacted]
Patient Name: HOGGARD ASHLEY

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Paper) 1	1	0.88	0.88
Handling Fee			1.00
Subtotal			24.76
Sales Tax			0.00
Invoice Total			24.76
Less Payment			-24.76
Balance Due			0.00

Please Note: Your medical record request has been delivered electronically to your Ciox eDelivery account.

Terms: Net 30 days

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: [redacted]

Check #_____

Payment Amount $_____

Please return stub with payment.

Please include invoice number on check.
To pay invoice online, please go to https://paycioxhealth.com/pay/ or call 800-367-1500.
Email questions to collections@cioxhealth.com.

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH
INVOICE

Invoice #: **0368464608**
Date: **03/23/2022**
Customer #:

Ship to:
CHARLES GILMA
GILMAN AND BEDIGIAN LLC
1954 GREENSPRING DR
STE 250
LUTHVILLE TIMO , MD 21093-4184

Bill to
CHARLES GILMAN
GILMAN AND BEDIGIAN LLC
1954 GREENSPRING DR
STE 250
LUTHVILLE TIMO , MD 21093-4184

Records from:
JOHNS HOPKINS HOSPITAL
600 N WOLFE ST
BLDG B150
BALTIMORE,MD 21287-0005

Requested By: GILMAN AND BEDIGIAN LLC **DOB :**
Patient Name: AM MAIA

Exhibit E

Your request for copies of medical records has been processed. Full payment in advance is required and must be received within 30 days of the receipt of this invoice, before your copies will be released. Promptly return the bottom portion of this invoice along with a check for the balance due. To expedite the request or to pay by credit card, please call 800-367-1500.

FULL PAYMENT REQUIRED PRIOR TO RELEASE OF RECORDS

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Elect) 3	131	0.66	86.46
Per Page Copy (Elect) 1	568	0.00	0.00
Per Page Copy (Elect) 2		0.08	0.08
Subtotal			109.42
Sales Tax			0.00
Invoice Total			109.42
Balance Due			109.42

Please remit this amount : $109.42(USD)

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: **0368464608**

[redacted]

Get future medical records as soon as they are processed, by signing up for secure electronic delivery.
Register at: https://edelivery.cioxhealth.com

Please return stub with payment.

Please include invoice number on check.
To pay invoice online, please go to https://paycioxhealth.com/pay/ or call 800-367-1500.
Email questions to collections@cioxhealth.com.

Balance Due _____

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH

INVOICE

Electronic Delivery Service

Invoice #: **0360502166**
Date: **12/30/2021**
Customer #: **1387456**

https://edelivery.cioxhealth.com

Ship to:	Bill to:	Records from:
ReleasePoint RELEASE POINT PO BOX 1390 SAINT PETERS,MO 63376-0121	ReleasePoint RELEASE POINT PO BOX 1390 SAINT PETERS,MO 63376-0121	SOUTHERN MARYLAND HOSPITAL 7503 SURRATTS RD CLINTON,MD 20735-3358

Exhibit F

Requested By: RELEASEPOINT
Patient Name: PUGH CHARLES

CASE NUMBER : 8764765

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Elect) 2	1	0.08	0.08
Per Page Copy (Elect) 3	131	0.66	86.46
Per Page Copy (Elect) 1	1569	0.00	0.00
Electronic Data Archive Fee			4.99
Subtotal			114.41
Sales Tax			0.00
Invoice Total			114.41
Less Payment			-114.41
Balance Due			0.00

Please Note: Your medical record request has been delivered electronically to your Ciox eDelivery account.

Terms: Net 30 days

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: **0360502166**

Check #_____

Payment Amount $_____

Please return stub with payment.

Please include invoice number on check.
To pay invoice online, please go to https://paycioxhealth.com/pay/ or call 800-367-1500.
Email questions to collections@cioxhealth.com.

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH
INVOICE

Invoice #: **0300112277**
Date: **02/28/2020**
Customer #: **1440811**

Ship to:	Bill to:	Records from:
Charles A Gilman GILMAN AND BEDIGIAN LLC 1954 GREENSPRING DR STE 250 TIMONIUM,MD 21093-4184	Charles A Gilman GILMAN AND BEDIGIAN LLC 1954 GREENSPRING DR STE 250 TIMONIUM,MD 21093-4184	RUBIN INSTITUTE ORTHOPEDICS 2401 WEST BELVEDERE AVENUE BALTIMORE,MD 21215

Exhibit G

Requested By: GILMAN AND BEDIGIAN LLC **DOB :** 01/04/1962
Patient Name: STEWART VERONICA

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Paper) 1	1	0.00	0.00
Subtotal			22.88
Sales Tax			0.00
Invoice Total			22.88
Balance Due			22.88

Terms: Net 30 days **Please remit this amount : $22.88(USD)**

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: **0300112277**

Check #_____

Payment Amount $_____

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Email questions to collections@cioxhealth.com.

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P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH
INVOICE

Invoice #: **0331021124**
Date: **03/01/2021**
Customer #: **2259282**

Ship to:	Bill to:	Records from:
GORDON WOLF AND CARNEY GORDON WOLF AND CARNEY 100 W PENNSYLVANIA AVE STE 100 TOWSON,MD 21204-4591	GORDON WOLF AND CARNEY GORDON WOLF AND CARNEY 100 W PENNSYLVANIA AVE STE 100 TOWSON,MD 21204-4591	JOHNS HOPKINS BAYVIEW MEDICAL 4940 EASTERN AVE BALTIMORE,MD 21224-2735

Exhibit H

Requested By: GORDON WOLF AND CARNEY **DOB :** 05/23/1972
Patient Name: NINES NARVELL

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Paper) 1	16	0.83	13.28
Handling Fee			1.00
Shipping			1.60
Subtotal			38.76
Sales Tax			2.17
Invoice Total			40.93
Balance Due			40.93

Terms: Net 30 days **Please remit this amount : $40.93(USD)**

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: **0331021124**

Check #_____

Payment Amount $_____

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Please return stub with payment.

Please include invoice number on check.
To pay invoice online, please go to https://paycioxhealth.com/pay/ or call 800-367-1500.
Email questions to collections@cioxhealth.com.

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH
INVOICE

Invoice #: **0330876407**
Date: **02/27/2021**
Customer #: **2259282**

Ship to:	Bill to:	Records from:
GORDON WOLF AND CARNEY GORDON WOLF AND CARNEY 100 W PENNSYLVANIA AVE STE 100 TOWSON,MD 21204-4591	GORDON WOLF AND CARNEY GORDON WOLF AND CARNEY 100 W PENNSYLVANIA AVE STE 100 TOWSON,MD 21204-4591	JOHNS HOPKINS BAYVIEW MEDICAL 4940 EASTERN AVE BALTIMORE,MD 21224-2735

Exhibit I

Requested By: GORDON WOLF AND CARNEY **DOB :** 05/23/1972
Patient Name: NINES NARVELL

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Paper) 1	44	0.83	36.52
Handling Fee			1.00
Shipping			2.60
Subtotal			63.00
Sales Tax			3.57
Invoice Total			66.57
Balance Due			66.57

Terms: Net 30 days **Please remit this amount : $66.57(USD)**

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P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: **0330876407**

Check #_____

Payment Amount $_____

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Please include invoice number on check.
To pay invoice online, please go to https://paycioxhealth.com/pay/ or call 800-367-1500.
Email questions to collections@cioxhealth.com.

Ciox Health
P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

CIOX HEALTH
INVOICE

Invoice #: **0338432137**
Date: **05/17/2021**
Customer #: **2259282**

Ship to:	Bill to:	Records from:
GORDON WOLF AND CARNEY GORDON WOLF AND CARNEY 100 W PENNSYLVANIA AVE STE 100 TOWSON,MD 21204-4591	GORDON WOLF AND CARNEY GORDON WOLF AND CARNEY 100 W PENNSYLVANIA AVE STE 100 TOWSON,MD 21204-4591	JOHNS HOPKINS COMM PHYSICIANS 3910 KESWICK RD STE N1400 BALTIMORE,MD 21211-2226

Exhibit J

Requested By: GORDON WOLF AND CARNEY **DOB :** 05/23/1972
Patient Name: NINES NARVELL

Description	Quantity	Unit Price	Amount
Basic Fee			22.88
Retrieval Fee			0.00
Per Page Copy (Paper) 1	193	0.88	169.84
Handling Fee			1.00
Shipping			10.00
Subtotal			203.72
Sales Tax			11.57
Invoice Total			215.29
Balance Due			215.29

Terms: Net 30 days **Please remit this amount : $215.29(USD)**

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P.O. Box 409740
Atlanta, Georgia 30384-9740
Fed Tax ID 58 - 2659941
1-800-367-1500

Invoice #: **0338432137**

Check #_____

Payment Amount $_____

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Email questions to collections@cioxhealth.com.