

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY

JUDITH L. FRENCH,
SUPERINTENDENT, OHIO
DEPARTMENT OF INSURANCE
50 W. Town Street
Third Floor, Suite 300
Columbus, Ohio 43215

Plaintiff,

v.

THIN BLUE LINE BENEFITS
ASSOCIATION LLC
c/o Guineth A. Reed, Statutory Agent
208 Fulton Ave.
Rockport, TX 78382

and

THIN BLUE LINE BENEFITS
ASSOCIATION HOLDINGS LLC
c/o Northwest Registered Agent Service, Inc.
6545 Market Ave N. Ste. 100
Canton, OH 44721

Defendants.

CASE NO.

JUDGE

CATEGORY H: Other Civil

COMPLAINT FOR INJUNCTIVE RELIEF

Now comes Plaintiff, Judith L. French, Superintendent of the Ohio Department of Insurance (the Superintendent), by and through counsel, and alleges as follows:¹

¹ Contemporaneous with this Complaint, the Superintendent is filing 1) a Motion for Temporary Restraining Order pursuant to R.C. 3901.22(H) and Civ. R. 65, exhibits, and a proposed order; 2) a Motion to File Under Seal to seal two affidavits and exhibits filed with the Motion for Temporary Restraining Order, and a proposed order; and 3) a Motion for Appointment of Conservator and Temporary Restraining Order to Preserve Assets and a proposed order, for a total of one Complaint and three Motions.

INTRODUCTION

1. Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holdings LLC (collectively, Thin Blue Line) marketed and sold health insurance plans to retired law enforcement and fire personnel that it claimed would fill the “gap” for their medical care and expenses between retirement from duty and age 65, when they would be eligible for Medicare.
2. Thin Blue Line sold these consumers health insurance policies, set forth the coverages it would provide for medical services, and collected monthly premiums for these policies ranging from \$778 to \$3,005 a month during its plan year of September 1, 2024 through August 31, 2025.
3. But Thin Blue Line had two major problems: it was never licensed as a health insurer with the State of Ohio, meaning it was entirely unregulated, and it inexplicably stopped paying many of the medical claims submitted by providers who treated these retired first responders, despite continuing to take their premiums each month.
4. The consumers, who had retired from active duty and relied on Thin Blue Line’s representations, attempted to use the Thin Blue Line health insurance coverage to get medical treatment.
5. But within two months of the plan year beginning on September 1, 2024, if not earlier, Thin Blue Line stopped paying the medical providers’ claims.
6. Having not been paid for their services, the medical providers turned to the consumers for payment for procedures the consumers had already undergone.

7. Thin Blue Line stopped responding to many consumer complaints, and if they did respond, still did not pay the outstanding claims, despite continuing to take monthly premiums from the consumers.
8. Some consumers could not receive future services with those medical providers unless they paid the expenses out of pocket, which caused some consumers to put off medical appointments altogether.
9. These retired first responders were stuck with tens of thousands, and sometimes hundreds of thousands, of dollars in medical debt because of Thin Blue Line's unfair and deceptive acts and practices.
10. As an unlicensed and unregulated entity, Thin Blue Line has never complied with R.C. Titles 17 or 39, the Ohio laws regulating insurers and arrangements selling health insurance, that are designed to protect the public from this exact harm: the collapse of an insurer who leaves consumers facing potential financial ruin.
11. Thin Blue Line engaged in unfair and deceptive acts and practices in the business of insurance by holding itself out as a health insurer when it had no license to do so and followed no Ohio regulations, by selling health insurance plans without being able to live up to the terms of those plans, and by and collecting premiums on the promise that it would pay claims, when it does not.
12. Thin Blue Line left retired law enforcement and fire personnel in catastrophic financial positions and the inability to seek critical medical care without paying expensive claims out-of-pocket.

13. Each day that Thin Blue Line holds itself out as a health insurer, accepts monthly premiums from policyholders, and fails to pay claims is another day of harm to retired first responders.
14. This Court should issue an injunction against Thin Blue Line's unfair and deceptive acts and practices in the business of insurance.

PARTIES

15. The Ohio Department of Insurance (Department) is a cabinet agency created under R.C. 3901.01 vested with all powers under R.C. Titles 17 and 39.
16. Plaintiff Judith L. French is the duly-appointed Superintendent of Insurance for the State of Ohio and is charged with executing and enforcing insurance laws of this State pursuant to R.C. 3901.011.
17. Defendant Thin Blue Line Benefits Association LLC is a limited liability company organized and headquartered in the state of Texas.
18. Defendant Thin Blue Line Benefits Association LLC is not registered to do business in Ohio with the Ohio Secretary of State.
19. Defendant Thin Blue Line Benefits Association Holdings LLC is a limited liability company organized and headquartered in the state of Texas.
20. Defendant Thin Blue Line Benefits Association Holdings LLC registered to do business in Ohio with the Ohio Secretary of State as a foreign limited liability company on April 23, 2025.

JURISDICTION AND VENUE

21. This Court has jurisdiction over this matter pursuant to R.C. 3901.22(H), R.C. 2307.382(A)(1), and Civ. R. 65.

22. Venue is proper pursuant to Civ. R. 3(C)(7) as it incorporates Civ. R. 4.3, because Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holdings LLC are residents of Texas and the Superintendent, in her official capacity as the superintendent of the Department, resides in Franklin County, Ohio. *See* Ohio Const. Art. XV, Art. 1 (“Columbus shall be the seat of government, until otherwise directed by law.”).

LAW – UNFAIR OR DECEPTIVE ACTS OR PRACTICES

23. Under R.C. 3905.42, no company, corporation, or association, whether organized in Ohio or elsewhere, shall engage either directly or indirectly in this state in the business of insurance, or enter into any contracts substantially amounting to insurance, or in any manner aid therein, or engage in the business of guaranteeing against liability, loss, or damage, unless it is expressly authorized by the laws of this state, and the laws regulating it and applicable thereto, have been complied with.
24. Under Ohio law, a variety of company types can offer health insurance plans.
25. Under R.C. 3911.01, a “company, partnership, or association, organized or incorporated . . . under the laws of this state or any other state of the United States . . . transacting the business of life insurance in this state” may offer health insurance. Under R.C. 3909.01, “[n]o life insurance company organized . . . under the laws of any other state of the United States, shall transact any business of insurance defined in section 3911.01 of the Revised Code, on the capital stock or mutual plan, in this state, until it procures from the superintendent of insurance a certificate of authority to do so.”
26. Under R.C. 3929.01, a “foreign . . . mutual or stock insurance company, other than a life insurance company, organized or admitted under Title XXXIX of the Revised Code” may offer health insurance. Under R.C. 3927.01, a company, association, or partnership which

is incorporated, organized, or associated under the laws of another state or of a foreign government, for any purpose mentioned in R.C. Chapter 3925, 3927, 3929, 3931, or 3933 which does a banking or other kind of business in connection with insurance, shall not, directly or indirectly, transact any business of insurance in this state until it procures from the superintendent of insurance a certificate of authority to do so.

27. Under R.C. Chapter 1739, a multiple employer welfare arrangement, defined by R.C. 1739.01 as “an employee welfare benefit plan, trust, or any other arrangement, whether such plan, trust, or arrangement is subject to the ‘Employee Retirement Income Security Act of 1974,’ 88 Stat. 829, 29 U.S.C.A. 1001, as amended, that is established or maintained for the purpose of providing, through group insurance or group self-insurance programs, medical, surgical, or hospital care or benefits, or benefits in the event of sickness, accident, disability, or death, to the employees, and their dependents, or two or more employers, or to two or more self-employed individuals and their dependents,” may offer health insurance. Under R.C. 1739.02(D), “[n]o person shall establish, operate, or maintain a multiple employer welfare arrangement providing benefits through a group self-insurance program in this state unless the multiple employer welfare arrangement has a valid certificate of authority from the superintendent of insurance. Further, under R.C. 1739.03, “[e]mployers or other organizers that propose to create an arrangement or arrangements and provide benefits through a group self-insurance program or group self-insurance programs shall apply to the superintendent for a certificate of authority.”
28. Under R.C. 3905.43, no person, firm, association, partnership, company, or corporation shall publish or distribute or receive and print for publication or distribution of any

advertising matter in which insurance business is solicited, unless such advertiser has complied with the laws of this state regulating the business of insurance.

29. Under R.C. 3901.19, “person” includes any legal entity; “insurer” includes any person engaged in the business of insurance; and “insurance” includes, but is not limited to, any policy or contract offered, issued, sold, or marketed by an insurer, corporation, association, organization, or entity regulated by the superintendent of insurance or doing business in this state.
30. Under R.C. 3901.20, no person shall engage in this state in any trade practice which is defined in R.C. 3901.19 to 3901.23, or determined pursuant to those sections to be, an unfair or deceptive act or practice in the business of insurance.
31. R.C. 3901.20 applies to any person, as defined in R.C. 3901.19, regardless of whether the person is licensed or required to be licensed by the superintendent of insurance.
32. Under R.C. 3901.21, “unfair and deceptive act or practice in the business of insurance” includes:
 - a. Making, issuing, circulating, or causing or permitting to be made, issued, or circulated, or preparing with intent to so use, any estimate, illustration, circular, or statement misrepresenting the terms of any policy issued or to be issued or the benefits or advantages promised thereby.
 - b. Making, publishing, disseminating, circulating, or placing before the public or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in a newspaper, magazine, or other publication, or in the form of a notice, circular, pamphlet, letter, or poster, or over any radio station, or in any other way, or preparing with intent to so use, an advertisement, announcement,

or statement containing any assertion, representation, or statement, with respect to the business of insurance or with respect to any person in the conduct of the person's insurance business, which is untrue, deceptive, or misleading.

33. Under Ohio Adm. Code 3901-1-07(C), it shall be deemed an unfair or deceptive practice to commit or perform with such frequency as to indicate a general business practice any of the following: (1) Knowingly misrepresenting to claimants pertinent facts or policy provisions relating to coverage at issue.
34. Under R.C. 3901.22(H), a court of common pleas, in a civil action commenced by the attorney general on behalf of the superintendent under Civil Rule 65, may grant a temporary restraining order, preliminary injunction, or permanent injunction to restrain or prevent a violation or threatened violation of any provision of R.C. 3901.20, if the court finds that the defendant has violated, is violating, or is threatening to violate such provision, that immediate and irreparable injury, loss, or damage will result if such relief is not granted, and that no adequate remedy at law exists to prevent such irreparable injury, loss, or damage.

LAW – CONSERVATORSHIP

35. Under R.C. 3903.01(P), “insurer” means any person who has done, purports to do, is doing, or is licensed to do an insurance business, and is or has been subject to the authority of, or to liquidation, rehabilitation, reorganization, supervision, or conservation by, any insurance commissioner, superintendent, or equivalent official.
36. Under R.C. 3903.01(H), “doing business” includes any of the following acts:
 - a. The issuance or delivery of contracts of insurance to persons resident in this state;

- b. The solicitation of applications for such contracts, or other negotiations preliminary to the execution of such contracts;
 - c. The collection of premiums, membership fees, assessments, or other consideration for such contracts;
 - d. The transaction of matters subsequent to execution of such contracts and arising out of them.
- 37. Under R.C. 3903.03, the proceedings authorized by R.C. 3903.01 through 3903.59 may be applied to any one or more of the following:
 - a. All insurers who are doing, or have done, an insurance business in this state, and against whom claims arising from that business may exist now or in the future;
 - b. All insurers who purport to do an insurance business in this state;
 - c. All insurers who have insureds resident in this state;
 - d. All other persons organized or in the process of organizing with the intent to do an insurance business in this state.
 - e. All other companies, associations, societies, or entities subject to regulation by the superintendent of insurance under R.C. Title 17 and 39.
- 38. Under R.C. 3903.06(A), Thin Blue Line is required to cooperate with the Department in all conservatorship proceedings.
- 39. “To cooperate” includes:
 - a. Reply promptly in writing to any inquiry from the superintendent requesting such a reply;

- b. Make available to the superintendent any books, accounts, documents, or other records or information or property of or pertaining to the insurer and in the person's possession, custody, or control.
- 40. Under R.C. 3903.50(A)(4), if a domiciliary liquidator has not been appointed, the superintendent of insurance may file a complaint in the court of common pleas for an order directing him to act as conservator to conserve the property of an alien insurer not domiciled in this state or a foreign insurer on the grounds that its certificate of authority to do business in this state has been revoked or none was ever issued and that there are residents of this state with outstanding claims or outstanding policies.
- 41. Under R.C. 3903.50(B), when an order is sought under R.C. 3903.50(A), the court shall cause the insurer to be given such notice and time to respond thereto as is reasonable under the circumstances. Under R.C. 3903.05(A), the conservator may seek injunctive relief in this Court to prevent the transaction of further unlawful business; the transfer of property; waste of Thin Blue Line's assets; dissipation and transfer of bank accounts; the commencement or further prosecution of any actions or proceedings; the obtaining of preferences, judgments, attachments, garnishments, or liens against the insurer, its assets, or its policyholders; the levying of execution against the insurer, its assets, or its policyholders; the making of any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of the insurer; the withholding from the receiver, conservator, rehabilitator, or liquidator of books, accounts, documents, or other records relating to the business of the insurer; any other threatened or contemplated action that might lessen the value of the insurer's assets or prejudice the rights of policyholders,

creditors, or shareholders, or the administration of any proceeding under R.C. 3903.01 through 3903.59.

FACTUAL BACKGROUND

42. Thin Blue Line Benefits Association and Thin Blue Line Benefits Association Holding Company LLC are companies incorporated, organized, or associated under the laws of Texas. Affidavit of Roger Hinkle, Exhibits. 6A and 6B.
43. Under R.C. 3927.01, as it incorporates R.C. 3929.01(A); R.C. 3909.01, as it incorporates R.C. 3911.01; and/or R.C. Chapter 1739, both Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holding Company LLC are incorporated, organized, or associated for the purpose of transacting in the business of insurance.
44. Although the organizational structure of Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holding Company LLC is unclear, upon information and belief, the companies are affiliated. They are holding themselves out and doing business in Ohio as “Thin Blue Line Benefits Association.” As a result, for purposes of this Complaint, Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holdings LLC are collectively referred to as “Thin Blue Line.”
45. Thin Blue Line is a “person” as defined in R.C. 3901.19(A) and R.C. 3905.01(P).
46. Thin Blue Line is engaged in Ohio in the business of “insurance” as defined in R.C. 3901.19(D) and 3905.01(E).
47. Thin Blue Line is an “insurer” as defined as defined in R.C. 3901.19(I) and R.C. 3905.01(G) as each incorporates the meaning of such term in R.C. 3901.32.
48. As an insurer, Thin Blue Line was required to obtain a certificate of authority or license in one of the lines of authority described in ¶¶ 24-27 above.

49. Thin Blue Line is not authorized or licensed by the Department to engage in the business of insurance in Ohio under any line of authority. Aff. of Hinkle, ¶ 6.
50. Thin Blue Line is not complying with Ohio laws regulating insurers.
51. Ohio consumers rely on the insurance industry to provide a safety net to protect themselves from financial losses and help themselves and their loved ones recover after something unexpected and potentially devastating happens.
52. Ohio consumers rely on their health insurance to provide access to a network of providers to provide necessary care.
53. Insurers are important to the State of Ohio because they provide critical services to protect Ohio consumers and provide jobs to Ohio citizens.
54. Because of the critical importance of insurance to daily lives of its citizens, the State of Ohio and the Department goes to great lengths to protect the insurance market, ensure that insurers remain solvent so they can pay consumer claims, and protect consumers from bad actors.
55. The Department's laws and regulations protect consumers and promote the success of insurers in many ways, including the following:
 - a. An insurer must meet licensure requirements and be licensed or issued a certificate of authority before it can do business;
 - b. Insurers are subject to capital and surplus requirements, to ensure the insurer will have enough funds to pay claims owed at any given time;
 - c. The Department requires approval of rates to ensure the insurer's solvency, to ensure the rates do not lead to exorbitant profits, and to ensure they are not unfairly discriminatory;

- d. The Department monitors the financial condition of each insurer by requiring annual financial statements and subjecting insurers to periodic examinations;
 - e. When an insurer is found to be in poor financial condition, the Department can take various actions to try to save it or ensure policyholders continued access to medical care; and
 - f. When insolvencies occur despite the best efforts of the Department, the Department can file for rehabilitation or liquidation to wind down the insurer's affairs and attempt to make policyholders whole as best it can.
56. In a highly-regulated industry, Thin Blue Line shortcut every law. It is an unregulated player in a regulated industry, choosing not to play by the rules designed to prevent the exact harm that is happening here.

THIN BLUE LINE'S ACTIONS

57. Thin Blue Line held itself out to consumers in Ohio as a health insurer. Aff. of Hinkle, Exhibits. 1A, 1B, 1C, 3, 4, and 5.
58. Thin Blue Line sold health insurance plans to Ohio consumers without obtaining a license and complying with the vast array of Ohio insurance laws designed to keep it solvent and protect Ohio consumers.
59. Thin Blue Line offers what it calls "self-insured PPO plans" to Ohio consumers (referred to in this Complaint as "policyholders"). Aff. of Hinkle, Exhibits 1A, 1B, 1C, 3, 4, and 5.
60. Thin Blue Line advertised itself as providing "Pre-65 Retiree Health Insurance" and "three incredible PPO health insurance plans." Aff. of Hinkle, Exhibit 1A (Thin Blue Line's

website)², 1B (The National Fraternal Order of Police (FOP) website)³, and 1C (the Ohio FOP Website)⁴.

61. Thin Blue Line advertised its health insurance plans as available to retired law enforcement and firefighters under the age of 65 to fill the “gap” of health insurance before the person becomes eligible for Medicare. Aff. of Hinkle, Exhibit 1A, 1B, and 1C.
62. Thin Blue Line advertised its health insurance products in the State of Ohio through an exclusive marketing agreement with the Ohio FOP. Aff. of Hinkle, Exhibits 1B, 1C, and 2.⁵
63. Thin Blue Line provided policyholders with a document dated September 1, 2024 entitled “Plan Document and Summary Plan Description for Thin Blue Line Benefits Association’s Health Plans” (the Plan Document). Aff. of Hinkle, Exhibit 3.
64. The Plan Document purports to provide “medical benefits” when “covered charges are incurred by a covered person for care of an injury or sickness and while the person is covered for these benefits under the Plan.” Aff. of Hinkle, Exhibit 3, p. 6.
65. Thin Blue Line agreed to provide health insurance to its policyholders through each plan year beginning with September 1 and ending on August 31. Aff. of Hinkle, Exhibit 3, p. 7.
66. By marketing, offering, selling, and providing health insurance to Ohio consumers, Thin Blue Line engaged in the business of insurance in the State of Ohio

² Permalink available at <https://perma.cc/32NE-JRW8> (Thin Blue Line Ohio Police); <https://perma.cc/4YAL-H52C> (Thin Blue Line Ohio Firefighters).

³ Permalink available at <https://perma.cc/J87B-ERR8> (National FOP) .

⁴ Permalink available at <https://perma.cc/J87B-ERR8> (Ohio FOP).

⁵ Also available online at permalink <https://perma.cc/V9Y7-MS5V>.

67. According to Thin Blue Line’s marketing materials,⁶ policyholders enrolled with Thin Blue Line paid premiums to Thin Blue Line ranging from \$778 to \$3,005 a month during the plan year of September 1, 2024 through August 31, 2025. Aff. of Hinkle, Exhibit 4.
68. Thin Blue Line’s marketing materials included a Summary of Benefits and Coverage outlining the coverage period, plan type, deductibles, out-of-pocket costs, coinsurance, and other terms of the policy. Aff. of Hinkle, Exhibit 5.
69. Thin Blue Line contracted with Quilt Benefits LLC (Quilt) to provide third party administrator services for the plan. Aff. of Hinkle, Exhibit 7.
70. Quilt contracted with Kentucky Health Administrators to provide services to the plan, and in turn Kentucky Health Administrators contracted with Cigna for access to a PPO Network provided by Cigna. Aff. of Hinkle, Exhibit 7.
71. In its Plan Document, Thin Blue Line lists the PPO provider as Cigna, stating that the plan “has entered into an agreement with certain Hospitals, Physicians and other health care providers, which are called Network Providers. Because these Network Providers have agreed to charge reduced fees to persons covered under the Plan, the Plan can afford to reimburse a higher percentage of their fees. Therefore, when a Covered Person uses a Network Provider, that Covered Person will receive better benefits from the Plan than when a Non-Network Provider is used. It is the Covered Person's choice as to which Provider to use.” Aff. of Hinkle, Exhibit 3.
72. The contract with Cigna allowed Thin Blue Line policyholders to access medical providers within the Cigna network as in-network providers. Aff. of Hinkle, Exhibit 3.

THIN BLUE LINE STOPS PAYING CLAIMS

⁶ Permalink available at <https://perma.cc/QCE2-BC52>.

73. The Department estimates that at least 3,400 Ohio policyholders held health insurance policies with Thin Blue Line for the policy period beginning September 1, 2024. Aff. of Hinkle, ¶ 19.
74. By November 2024, if not earlier, Thin Blue Line had failed to pay many of the claims it owed to its policyholders' medical providers. See Affidavits of P.S. and T.M.
75. Thin Blue Line's inability to pay claims led to Quilt terminating its Third Party Administrator agreement with Thin Blue Line. On November 1, 2024, Quilt gave Thin Blue Line notice that it would terminate all plans under its contract on December 1, 2024. Aff. of Hinkle, Exhibit 7.
76. Quilt terminated its agreement with Thin Blue Line on December 1, 2024, leaving Thin Blue Line without a claims administrator and without access to the Cigna network of providers. Aff. of Hinkle, Exhibit 7.
77. Thin Blue Line's failure to pay many of its claims, and the loss of the Cigna network, led to some medical providers billing policyholders directly for the full cost of the medical services they had already received. See Affidavits of P.S. and T.M.
78. Some policyholders were billed by their medical providers for more than \$100,000 in medical claims due to Thin Blue Line's failure to pay claims. See Affidavits of P.S. and T.M.
79. After December 1, 2024, policyholders were told by their medical providers that the provider could no longer verify insurance coverage. See Affidavits of P.S. and T.M.
80. After December 1, 2024, due to the loss of the Cigna network, policyholders were unable to see the same providers who had been previously in-network without being forced to pay the full cost of medical services. See Affidavits of P.S. and T.M.

81. Policyholders were billed directly for medical costs they had already incurred that Thin Blue Line had promised and contracted to pay. See Affidavits of P.S. and T.M.
82. Thin Blue Line's actions and refusal to fulfill its obligations to policyholders left its policyholders without the ability to use the health insurance they had purchased. See Affidavits of P.S. and T.M.
83. Thin Blue Line continued to collect monthly premiums from policyholders despite not fulfilling its obligations to pay the policyholders' claims. See Affidavits of P.S. and T.M.
84. Although policyholders attempted to contact Thin Blue Line to resolve these issues, policyholders were often unable to reach Thin Blue Line or have their issues resolved unless they filed complaints with the FOP or the Ohio Attorney General's office. See Affidavits of P.S. and T.M.
85. At least 27 policyholders filed complaints with the Ohio Attorney General's Office regarding Thin Blue Line. Aff. of Hinkle, ¶ 7.
86. Some policyholders attempted to work out their issues with Thin Blue Line through the Ohio Attorney General's Office. Those attempts were unsuccessful. See Affidavits of P.S. and T.M.
87. The Department initiated an investigation into Thin Blue Line upon receipt of the complaints from the Ohio Attorney General's Office and from consumers. Aff. of Hinkle, ¶ 7.

CONSUMER HARM

88. Policyholder P. S.⁷ retired from firefighting after 25 years of service with a city fire department. Affidavit of P.S., ¶ 2.

⁷ Consumer names are abbreviated to protect their medical privacy. With this Complaint, the Superintendent is also filing a Motion for Temporary Restraining Order in which she attaches affidavits and documentary evidence from

89. P.S. learned about Thin Blue Line from a Facebook group. *Id.*, ¶ 4
90. When P.S. reached out to a representative for Thin Blue Line to learn more, he asked if Cleveland Clinic was in-network, because all of his doctors were at Cleveland Clinic. *Id.*, ¶ 5.
91. The representative for Thin Blue Line told P.S. in writing that Cleveland Clinic was in-network. *Id.*, ¶ 5.
92. Based on this assurance, P.S. purchased a health policy through Thin Blue Line Benefits effective September 1, 2024. *Id.*, ¶ 7.
93. Thin Blue Line began taking monthly premium payments of \$987.80 from P.S.'s bank account. *Id.*, ¶ 10-11.
94. P.S. received medical treatment for a major procedure at the Cleveland Clinic in February 2024. *Id.*, ¶ 22.
95. Thin Blue Line did not pay any of P.S.'s claims associated with the major procedure. *Id.*, ¶ 23.
96. Thin Blue Line also did not pay for any claims related to P.S.'s follow-up care after the procedure. *Id.*, ¶ 24.
97. Since Thin Blue Line did not pay its claims, Cleveland Clinic began requiring P.S. to pre-pay for the cost of some of his medical expenses including follow-up appointments. *Id.*, ¶ 24.
98. P.S. reached out to Thin Blue Line multiple times by submitting online help desk tickets. Thin Blue Line would respond with a phone call but would never follow through on any promises it made. *Id.*, ¶ 25.

consumers P.S. and T.M. The Superintendent will file a motion to file those affidavits under seal so that they may be viewed by Defendants and this Court unredacted.

99. Although P.S. asked Thin Blue Line to prepay for his medical appointments at Cleveland Clinic, it never did so. *Id.*, ¶ 24.
100. P.S. has paid \$8,825 out-of-pocket to receive medical care at Cleveland Clinic resulting from Thin Blue Line's failure to pay its claims with Cleveland Clinic. *Id.*, ¶ 28.
101. P.S. has over 40 claims from the time he has been enrolled with Thin Blue Line totaling over \$300,000 in claims from Cleveland Clinic that have not been paid. *Id.*, ¶ 31.
102. Policyholder B.M. retired from his job as a Deputy Sheriff with the Montgomery County Sheriff's Office in 2005. Affidavit of T.M., ¶ 2.
103. In 2023, B.M. and his wife T.M. began looking for a new health insurance plan because their existing health insurance plan had become very expensive. *Id.*, ¶ 3.
104. T.M. learned about Thin Blue Line from another Deputy Sheriff at the Montgomery County Sheriff's Office. *Id.*, ¶ 3.
105. When T.M. reached out to a representative for Thin Blue Line to learn more, the representative and the Thin Blue Line website stated that its health insurance used Cigna's network of providers. *Id.*, ¶ 4.
106. Based on these representations and the promise of lower out-of-pocket expenses than their previous insurance, B.M. enrolled with Thin Blue Line. *Id.*, ¶ 5.
107. T.M. also enrolled with Thin Blue Line as the spouse of a law enforcement officer. *Id.*, ¶ 5.
108. Thin Blue Line began taking monthly premium payments of \$1,742 from B.M. and T.M. *Id.*, ¶ 7, 11-12.
109. B.M. was scheduled to have a major medical procedure on December 12, 2024. *Id.*, ¶ 13.

110. Weeks before the procedure, T.M. contacted Cigna and obtained pre-authorization for the procedure. *Id.*, ¶ 14.
111. The day before the procedure, the medical provider called B.M. and T.M. and informed them that they did not have any insurance effective December 1, 2024. *Id.*, ¶ 14.
112. T.M. immediately called Thin Blue Line and Thin Blue Line assured them in writing that Thin Blue Line had switched to a new third-party administrator and asked T.M. to provide the information to the medical provider so the medical provider could verify benefits for the procedure. *Id.*, ¶ 14.
113. The day of the procedure, B.M. and T.M. arrived and the medical provider told them they had not been able to verify insurance coverage. *Id.*, ¶ 15.
114. Based on Thin Blue Line's representation that they had insurance and there was only a "switch to the new TPA," B.M. proceeded with the medical procedure. *Id.*, ¶ 15.
115. In January 2025 T.M. received a letter stating that Quilt Benefits was no longer Thin Blue Line's third-party administrator and access to the Cigna network of providers had been terminated. Quilt stated that the reason for termination was Thin Blue Line's failure to remit payments to providers for amount due to those providers. *Id.*, ¶ 20.
116. Thin Blue Line did not pay the claim for B.M.'s major procedure, follow-up care for that procedure, or for testing that T.M. had done. *Id.*, ¶ 17, 22.
117. The medical provider who conducted B.M.'s major procedure sent a letter to B.M. stating that they had submitted the claim to the insurance company and had "not received a response regarding the status of the claim after multiple attempts." The letter stated that having not received payment, the medical provider "will have no alternative but to look to you for payment of this claim." *Id.*, ¶ 28-29, Ex. 11.

118. B.M. and T.M. stopped seeking some medical care because Thin Blue Line had stopped paying their claims. *Id.*, ¶ 24.
119. T.M. reached out to Thin Blue Line multiple times regarding these issues via its internet help desk, emails, and phone calls, but the payment issues were never resolved. *Id.*, ¶ 23.
120. T.M. filed a complaint with the Ohio Attorney General's Office on February 27, 2025. *Id.*, ¶ 25.
121. After the complaint was filed with the Ohio Attorney General's Office, Thin Blue Line paid the unpaid medical claims prior to December 1, 2024, but has not paid any claims since. *Id.*, ¶ 26.
122. As of June 1, 2025, B.M. and T.M. have outstanding unpaid medical claims from one provider totaling over \$150,000 and outstanding claims with other providers as well. *Id.*, ¶ 28-30, Ex. 11-12.

CONTINUING HARM

123. The Department issued a subpoena to Thin Blue Line, which provided a written statement and some documents in response to the subpoena.
124. To date, Thin Blue Line has not responded to the Department's request via subpoena to provide "a list of all claims for Ohio Thin Blue Line Healthcare Plan members from August 1, 2024, until present, including the following: member name, claim number, date claim submitted, claim amount, paid amount, date of payment and status of claim."
125. In response to the subpoena, Thin Blue Line told the Department that it intends to "cease offering the three self-insured PPO Plans immediately and to exit the market effective at the end of the 2025 plan year on August 31, 2025."

126. But as of the date of this Complaint, Thin Blue Line continues to hold itself out in Ohio as an insurer, continues to accept premium payments, and continues to operate in Ohio despite its failure to obtain a certificate of authority or be licensed and regulated in the State of Ohio, the loss of its contract with Quilt, its loss of the Cigna network, and its failure to pay its policyholders' claims.
127. Had Thin Blue Line had been issued a certificate of authority or license in Ohio, it would have been subject to the same capitalization, reserve, financial reporting, monitoring, and other on-going regulatory requirements as every other insurer in the State of Ohio.
128. Thin Blue Line's failure to obtain the necessary certificate of authority or license enabled it to bypass the regulatory oversight and review to which every other insurer submits.
129. Had Thin Blue Line had been issued a certificate of authority or license in Ohio, the Department could have worked with it to help resolve potential solvency issues before it got to the point that it could not pay claims.
130. Thin Blue Line's unregulated operations in Ohio have caused harm to Ohio consumers and will continue to cause harm Ohio consumers unless injunctive relief is granted.

COUNT I:
STATUTORY INJUNCTIVE RELIEF UNDER R.C. 3901.22(H)

131. The Superintendent repeats and incorporates by reference all allegations set forth in the preceding paragraphs as if fully set forth herein.
132. Under R.C. 3901.22(H), in an action commenced by the Attorney General on behalf of the Superintendent under Civ. R. 65, a court of common pleas may grant a temporary restraining order, preliminary injunction, or permanent injunction to restrain or prevent a violation or threatened violation of any provision of R.C. 3901.20, if the court finds that the defendant has violated, is violating, or is threatening to violate such provision, that

immediate and irreparable injury, loss, or damage will result if such relief is not granted, and that no adequate remedy at law exists to prevent such irreparable injury, loss, or damage.

133. Thin Blue Line is engaging in unfair or deceptive acts or practices in the business of insurance in violation of R.C. 3901.21(A) and Ohio Adm. Code 3901-1-07(C) by doing business without a certificate of authority or license and making statements misrepresenting the terms of any policy issued or to be issued and the benefits and advantages promised thereby.
134. Specifically, Thin Blue Line holds itself out as a health insurer without disclosing that it does not have a certificate of authority or license to operate in the State of Ohio, and Thin Blue Line promises to provide policyholders with health insurance from September 1, 2024 through August 31, 2025 but is not paying claims owed to providers.
135. Thin Blue Line engaged in unfair or deceptive acts or practices in the business of insurance in violation of R.C. 3901.21(B) by doing business without a certificate of authority or license and without being regulated and by making untrue, deceptive, or misleading advertisements and statements.
136. Specifically, Thin Blue Line is advertising and stating that it offers health insurance plans without disclosing that it did not have a certificate of authority or license to operate in Ohio; by advertising and stating that it will pay claims owed to medical providers, when it does not.
137. Thin Blue Line's unregulated conduct and legal violations are causing and will continue to cause immediate and irreparable injury, loss or damage.

138. Specifically, Thin Blue Line continues to collect premium payments from policyholders despite its failure to provide the services it agreed to provide; policyholders have been left without the health insurance and access to in-network providers that Thin Blue Line promised them; and policyholders have been forced to pay medical bills out of pocket that Thin Blue Line promised to cover.
139. No adequate remedy at law exists to prevent such irreparable injury, loss, or damage.
140. In statutory injunction actions, an injunction should be granted if the statutory prerequisites for injunctive relief are met. *Ackerman v. Tri-City Geriatric & Health Care, Inc.*, 55 Ohio St.2d 51 (1978).

COUNT II
INJUNCTIVE RELIEF UNDER CIV. R. 65

141. The Superintendent repeats and incorporates by reference all allegations set forth in the preceding paragraphs as if fully set forth herein.
142. The Superintendent is entitled to preliminary and permanent injunctive relief under Civ. R. 65 to prevent Thin Blue Line from continuing to engage in unfair or deceptive acts or practices in the business of insurance.
143. The Superintendent and Ohio consumers will suffer irreparable harm if Thin Blue Line continues to engage in unfair or deceptive acts or practices in the business of insurance.
144. Specifically, policyholders are being harmed by Thin Blue Line continuing to hold itself out and advertise as a health insurer in the State of Ohio despite being unlicensed and unregulated; continuing to promise health insurance coverage to its policyholders when it is not paying the policyholders' claims; continuing to take premium payments for services it is no longer providing; and failing to respond to consumer complaints.

145. An injunction will not harm third parties and will protect the public, specifically Ohio consumers, from the dangers of Thin Blue Line's unregulated unfair and deceptive acts or practices in the business of insurance.
146. An injunction will serve the public interest by preventing an unlicensed insurer from operating in Ohio, preventing it from advertising itself in Ohio as a health insurer when it can no longer uphold the terms of its health insurance policies, and preventing it from continuing to accept premiums from policyholders when it no longer can pay their medical claims.
147. The Superintendent has no adequate remedy at law.

COUNT III: CONSERVATORSHIP

148. The Superintendent repeats and incorporates by reference all allegations set forth in the preceding paragraphs as if fully set forth herein.
149. Thin Blue Line is an "insurer" as defined by R.C. 3903.01(P) because it is doing insurance business and is subject to conservation by the Superintendent.
150. Thin Blue Line is a "foreign insurer" as it is organized under the laws of Texas and doing business in Ohio.
151. Thin Blue Line is "doing business" as defined by R.C. 3903.01(H) because it is issuing and delivering health insurance contracts to Ohio residents, soliciting applications for such contracts, collecting premiums or consideration for such contracts, and transacting matters subsequent to the execution of such contracts and arising out of them.
152. Under R.C. 3903.03, Thin Blue Line is subject to conservatorship proceedings under R.C. 3903.50 because it is an insurer doing insurance business in this state, has insureds

residing in this state, is organized with the intent to do insurance business in this state, and is an entity subject to the regulation of the Superintendent under R.C. Titles 17 and/or 39.

153. Under R.C. 3903.50(A)(4), the Superintendent may apply to this Court for an order directing him to act as conservator to conserve Thin Blue Line's property on the grounds that no certificate of authority to do business in Ohio was at issued and there are residents of this state with outstanding claims and outstanding policies.
154. Under R.C. 3903.06, a conservatorship will allow the Superintendent to make inquiries as to Thin Blue Line's financial condition and require Thin Blue Line to promptly reply to such inquiries, and to make its books, accounts, documents, or other records or information or property available to the Superintendent.
155. Thin Blue Line has been operating in Ohio without a certificate of authority or license for over a year, taking premium payments from over 3,400 Ohioans during that period, and has not paid out many of the claims.
156. The Superintendent has grave concerns that if Thin Blue Line has not been able to pay out claims despite taking premium payments from these consumers for over ten months, then it will never pay out its claims.
157. The Superintendent has grave concerns that if Thin Blue Line continues to take premium payments from consumers, those consumers will never receive services from those premium payments.
158. Thin Blue Line is in hazardous financial position due to its management failing to possess and demonstrate competence, fitness, and reputation deemed necessary to serve the insurer, by virtue of operating without a license in Ohio and failure to pay claims owed to policyholders.

159. This Court should appoint the Superintendent as conservator so that she can make inquiries as to Thin Blue Line's financial condition, review its books, accounts, and property, and conserve Thin Blue Line's property and prevent the dissipation of its assets.
160. Conservatorship allow the Superintendent to learn more about Thin Blue Line's financial condition and review the next steps, including whether past harm to consumers can be remedied and future harm can be prevented.
161. Once it has appointed the Superintendent as conservator, and upon the conservator's motion, this Court should issue injunctive relief under R.C. 3903.05 to preserve Thin Blue Line's assets during the pendency of this case.
162. A conservatorship and related injunctive relief will preserve the status quo so that Thin Blue Line's financial position can be ascertained and maintained during the pendency of this action so that consumers are not further harmed and assets are not wasted.

PRAYER FOR RELIEF

WHEREFORE, the Superintendent prays this Court for:

- A) A temporary restraining order, preliminary injunction, and permanent injunction restraining Thin Blue Line from any further violation of R.C. 3901.20 and R.C. Titles 17 and/or 39, including but not limited to:
 - a. Prohibiting Thin Blue Line from operating in Ohio without a certificate of authority or license as required by R.C. 3927.01, other than to fulfill its obligations to its current and past policyholders who have unpaid claims and to carry out its other responsibilities under currently-existing and any past policies;
 - b. Prohibiting Thin Blue Line from holding itself out as a health insurer in Ohio;

- c. Prohibiting Thin Blue Line from advertising health insurance plans in Ohio including advertising on the internet;
 - d. Prohibiting Thin Blue Line from enrolling new members in Ohio;
 - e. Prohibiting Thin Blue Line from collecting any premium payments from policyholders in Ohio; and
 - f. Prohibiting Thin Blue Line from violating any other provision of R.C. Titles 17 or 39 in Ohio.
- B) An order pursuant to R.C. 3903.50 appointing the Superintendent as conservator to conserve the property of Thin Blue Line, granting all powers available to a conservator under R.C. Chapter 3903 including R.C. 3903.06 and all other terms the court considers appropriate.
- C) Upon appointment of the Superintendent as conservator, a temporary restraining order, preliminary, and permanent injunction pursuant to R.C. 3903.05 to prevent Thin Blue Line from any of the following:
 - a. The transaction of further business, other than its responsibilities under currently-existing policies;
 - b. The transfer of property;
 - c. Interference with the receiver, conservator, rehabilitator, or liquidator or with a proceeding under R.C. 3903.01 to 3903.59
 - d. Waste of the insurer's assets;
 - e. Dissipation and transfer of bank accounts;
 - f. The commencement or further prosecution of any actions or proceedings;

- g. The obtaining of preferences, judgments, attachments, garnishments, or liens against the insurer, its assets, or its policyholders;
 - h. The levying of execution against the insurer, its assets, or its policyholders;
 - i. The making of any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of the insurer;
 - j. The withholding from the receiver, conservator, rehabilitator, or liquidator of books, accounts, documents, or other records relating to the business of the insurer; and
 - k. Any other threatened or contemplated action that might lessen the value of the insurer's assets or prejudice the rights of policyholders, creditors, or shareholders, or the administration of any proceeding under R.C 3903.01 to 3903.59.
- D) All such further relief, legal or equitable, as the Court may deem just and proper.

Respectfully submitted,

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*Counsel for Plaintiff Judith L. French,
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CERTIFICATE OF SERVICE

I certify that in addition to requesting the Clerk of Courts to issue summons on the Defendants named in this lawsuit, on June 24, 2025, I also served a copy of the foregoing upon the following via regular mail and email:

Thin Blue Line Benefits Association LLC
c/o Guineth A. Reed, Statutory Agent
208 Fulton Ave.
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/s/ Christie Limbert

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