

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY

JUDITH L. FRENCH,
SUPERINTENDENT, OHIO
DEPARTMENT OF INSURANCE

Plaintiff,

v.

THIN BLUE LINE BENEFITS
ASSOCIATION LLC, et al.

Defendants.

CASE NO.

JUDGE

CATEGORY H: Other Civil

PLAINTIFF'S MOTION
FOR TEMPORARY RESTRAINING ORDER
PURSUANT TO R.C. 3901.22(H) AND CIV. R. 65

Now comes Plaintiff Judith L. French, Superintendent of the Ohio Department of Insurance, by and through counsel, and moves this Court pursuant to R.C. 3901.22(H) and Ohio Civ. R. 65 for a temporary restraining order against Defendants Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holdings LLC (collectively, Thin Blue Line). Thin Blue Line should be immediately prohibited from 1) 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; 2) holding itself out as a health insurer in the State of Ohio; 4) advertising health insurance plans in the State of Ohio; 4) enrolling new members in Ohio; and 5) collecting any premium payments from policyholders in Ohio. A memorandum in support is attached, and a proposed order is being filed with this Motion.

Respectfully submitted,

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/s/ Christie Limbert

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MEMORANDUM IN SUPPORT

Judith L. French, Superintendent of the Ohio Department of Insurance, filed a complaint against Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holdings LLC (collectively, Thin Blue Line) for unfair and deceptive acts and practices in the business of insurance.¹ The complaint seeks injunctive relief under R.C. 3901.22(H) and Civ. R. 65 to prevent Thin Blue Line from engaging in unfair and deceptive acts and practices and the appointment of a conservator to prevent the dissipation of Thin Blue Line's assets to preserve the status quo while this lawsuit is pending. This Motion concerns the injunctive relief to prevent Thin Blue Line from engaging in unfair and deceptive acts and practices.

Thin Blue Line represented to retired law enforcement and fire personnel that it would provide health insurance coverage to them to fill the "gap" between retirement from duty and age 65, when they would be eligible for Medicare. For its plan year starting September 1, 2024, Thin Blue Line sold these first responder retirees health insurance policies, set forth the coverages it would provide for medical services, and collected monthly premiums. But Thin Blue Line had two major problems: it did not have a certificate of authority or license authorizing it to act as an insurer² with the State of Ohio or any other state, meaning it was entirely unregulated, and it inexplicably stopped paying many of the medical claims submitted by providers who treated retired first responder policyholders.

The first responders, who had retired from active duty and relied on Thin Blue Line's representations, attempted to use Thin Blue Line's health insurance coverage to get medical

¹ Contemporaneous with this Motion the Superintendent is filing 1) the Complaint and exhibits; 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.

² Thin Blue Line was required to obtain a certificate of authority or license in a line of authority that authorizes the sale of health insurance. Depending on the type of health insurance it intended to sell, those lines could have been under R.C. 3901.01, 3927.01, R.C. Chapter 1739, or R.C. Chapter 1751.

treatment. But almost immediately after the plan year began on September 1, 2024, Thin Blue Line stopped paying the medical providers' claims. Having not been paid for their services, the medical providers turned to the consumers for payment. Some consumers could not receive further treatment from those medical providers unless they paid the expenses out of pocket, which caused some consumers to put off some medical appointments altogether. And to make matters worse, Thin Blue Line stopped responding to many consumer complaints, and if it did respond, still did not pay the outstanding claims, despite *continuing to take monthly premiums from the consumers to the present date*.

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. 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.

Thin Blue Line engaged in unfair and deceptive acts and practices in the business of insurance by: 1) holding itself out as a health insurer when it didn't have the necessary certificate of authority or license to do so and when it followed no Ohio regulations; 2) selling health insurance plans without being able to live up to the terms of those plans; and 3) and collecting premiums on the promise that it would pay claims, when it did not. Thin Blue Line left retired law enforcement and fire personnel in catastrophic financial positions and uncertain about whether they could use the health insurance coverage that had been promised and paid for.

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. This

Court should issue a temporary restraining order to immediately halt Thin Blue Line's unfair and deceptive acts and practices in the business of insurance. Consumers have been harmed, are actively being harmed, and will continue to be harmed until Thin Blue Line ceases its illegal conduct.

I. Factual Background

A. Thin Blue Line offers health insurance to retired law enforcement and firefighters.

Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holding Company LLC are companies incorporated, organized, or associated under the laws of Texas. Affidavit of Roger Hinkle, ¶ 16, Exs. 6A and 6B. Thin Blue Line does not have a certificate of authority and is not otherwise licensed by the Department as an insurer; however, it holds itself out to the public as an insurer and offers and sells health insurance plans. *Id.*, ¶ 6. Specifically, Thin Blue Line markets what it calls "self-insured PPO plans" to Ohio consumers (referred to in this Motion as "policyholders"). *Id.*, Exs. 1A, 1B, 1C, 3, 4, and 5. Thin Blue Line advertised itself as providing "Pre-65 Retiree Health Insurance" and "three incredible PPO health insurance plans." Exs. 1A (Thin Blue Line's website), 1B (The National Fraternal Order of Police (FOP) website), and 1C (the Ohio FOP Website). Thin Blue Line advertised its health insurance products in the State of Ohio through an exclusive marketing agreement with the Ohio FOP. Exs. 1B, 1C, and 2.

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). Ex. 3. The Plan Document purports to provide for "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." Ex. 3, p. 6. Thin Blue Line agreed to provide health insurance to its policyholders through each plan year beginning with

September 1 and ending on August 31. Ex. 3, p. 7. According to Thin Blue Line's marketing materials, policyholders enrolled with Thin Blue Line paid premiums to Thin Blue Line ranging from \$778 to \$3,005 a month. Ex. 4, p. 34. 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 policy terms. Ex. 5. Prior to December 1, 2024, its Plan Document also listed Cigna as the PPO provider. *Id.*

According to Thin Blue Line, it contracted with Quilt Benefits LLC (Quilt) to provide third party administrator services for its health insurance plans. Aff. of Hinkle, ¶ 25. 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 Cigna's PPO network of providers. *Id.* The contract with Cigna allowed Thin Blue Line policyholders to access medical providers within the Cigna network as in-network providers. *Id.*

B. Thin Blue Line stops paying claims.

The Department estimates that over 3,400 Ohio consumers held health insurance policies with Thin Blue Line for the policy period beginning September 1, 2024. Aff. of Hinkle, ¶ 19. After September 1, 2024, consumers began learning that Thin Blue Line was not paying claims for medical services already provided under its policies. *Id.*, ¶ 22. Thin Blue Line's failure to pay many of its claims led some medical providers to bill policyholders directly for the full cost of the medical services they had already received that were supposed to have been covered by Thin Blue Line. *Id.*, ¶ 23. 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. *Id.*, ¶ 24.

Thin Blue Line's failure to pay claims led Quilt to terminate its Third Party Administrator agreement with Thin Blue Line, leaving Thin Blue Line without a claims administrator and without

access to the Cigna PPO network of providers. *Id.*, ¶ 27 and Ex. 7. As a result of Quilt's termination of its agreement, consumers were unable to see their typical or preferred medical providers or those medical providers were now out-of-network and prohibitively expensive. *Id.*, ¶ 27. Some consumers went to their medical providers only to be told that the provider could no longer verify coverage. *Id.*, ¶ 28. Some consumers could not get in contact with anyone at Thin Blue Line to discuss the issues, or their discussions with Thin Blue Line did not resolve the issue. *Id.*, ¶ 29.

Attached to this Motion is an affidavit from consumer P.S.³ Policyholder P. S. retired from firefighting after 25 years of service with a city fire department. Aff. of P.S., ¶ 2. P.S. learned about Thin Blue Line from a Facebook group. *Id.*, ¶ 4. 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. The representative for Thin Blue Line told P.S. in writing that Cleveland Clinic was in-network. *Id.*, ¶ 5. Based on this assurance, P.S. purchased a health policy through Thin Blue Line Benefits effective September 1, 2024. *Id.*, ¶ 7.

Thin Blue Line began taking monthly premium payments of \$987.80 from P.S.'s bank account. *Id.*, ¶ 10-11. P.S. received medical treatment for a major procedure at the Cleveland Clinic in February 2025. *Id.*, ¶ 22. Thin Blue Line did not pay any of P.S.'s claims associated with the procedure. *Id.*, ¶ 23. Thin Blue Line also did not pay for any claims related to P.S.'s follow-up care after the procedure. *Id.*, ¶ 24, 26. 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.

P.S. reached out to Thin Blue Line multiple times by submitting online help desk tickets. *Id.*, ¶ 25. Thin Blue Line would respond with a phone call but would never follow through on any

³ The Superintendent has filed a motion to file the affidavits of P.S. and T.M. under seal. The Superintendent will provide unredacted copies of those affidavits to counsel for Defendants and the Court.

promises it made. *Id.*, ¶ 25. Although P.S. asked Thin Blue Line to prepay for his medical appointments at Cleveland Clinic, it never did so. *Id.*, ¶ 24. 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. P.S. has over 40 claims from the time he has been enrolled with Thin Blue Line totaling over \$270,000 in claims from Cleveland Clinic that have not been paid. *Id.*, ¶ 31.

Also attached to this Motion is an affidavit from T.M. Policyholder B.M. medically retired from his job as a Deputy Sheriff with the Montgomery County Sheriff's Office in 2005. Affidavit of T.M., ¶ 2. 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. T.M. learned about Thin Blue Line from another Deputy Sheriff at the Montgomery County Sheriff's Office. *Id.*, ¶ 3. 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. 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.*, ¶ 5-9.

T.M. also enrolled with Thin Blue Line as the spouse of a firefighter. *Id.*, ¶ 5. Thin Blue Line began taking monthly premium payments of \$1,742 for B.M. and T.M.'s coverage. *Id.*, ¶ 11-12. B.M. was scheduled to have a major medical procedure on December 12, 2024. *Id.*, ¶ 13. Weeks before the procedure, T.M. contacted Cigna and obtained pre-authorization for the procedure. *Id.*, ¶ 14. 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. T.M. immediately called Thin Blue Line and Thin Blue Line assured them in writing that they had switched to a new third-party administrator and asked them to provide the information to the

medical provider so the medical provider could verify benefits for the procedure. *Id.*, ¶ 14. 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. 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. Just a few days later, B.M. passed out and fell, which resulted in trip to the emergency room and a second procedure. *Id.*, ¶ 16. Thin Blue Line has not paid the claims associated with any of these charges. *Id.*, ¶ 17.

In January 2025, T.M. received a letter stating that Quilt was no longer Thin Blue Line’s third-party administrator and access to the Cigna network of providers had been terminated. *Id.*, ¶ 20. 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. 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. 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.” *Id.*, ¶ 28-29, Ex. 11. 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.*

B.M. stopped seeking some medical care because Thin Blue Line had stopped paying their claims. *Id.*, ¶ 24. 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. T.M. filed a complaint with the Ohio Attorney General’s Office on February 27, 2025. *Id.*, ¶ 25. 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. 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, Exhibit 11 & 12.

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.” *Aff. of Hinkle*, ¶ 30. But as of the date of this Motion, 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 be licensed and regulated with the State of Ohio, its loss of contract with Quilt, its loss of the Cigna network, and its failure to pay its policyholders’ claims.

II. Law and Analysis

A. A company must be licensed to sell health insurance in the State of Ohio.

The Department extensively regulates insurers that are subject to its jurisdiction. Those laws and regulations are designed to protect both Ohio consumers and Ohio insurers. 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. Insurers are important to the State of Ohio because they provide critical services to protect Ohio consumers and provide jobs to Ohio citizens.

1. Companies engaging in the business of insurance must be licensed.

Under R.C. 3905.42, a company may not engage in the business of insurance or enter any contracts substantially amounting to insurance unless expressly authorized by Ohio law and those laws have been complied with. Several Ohio statutes—including R.C. 3903.01, 3927.01, and 1739.03—require companies and arrangements, including foreign companies and arrangements, to obtain a certificate authority before transacting the business of insurance in Ohio or providing benefits through a group self-insurance program. And under R.C. 3905.43, no company shall

publish or distribute 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.

2. It is unlawful to engage in unfair or deceptive acts or practices in the business of insurance.

Unfair or deceptive acts or practices in the business of insurance include (A) making, issuing, or causing or permitting to be made or issued, or preparing with intent to so use, any estimate or statement misrepresenting the terms of any policy issued or to be issued or the benefits or advantages promised thereby; and (B) making, publishing, disseminating, circulating, or placing before the public in any way any 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. R.C. 3901.21. And under Ohio Adm. Code 3901-1-07(C), unfair or deceptive practice also includes committing or performing with such frequency as to indicate a general business practice of knowingly misrepresenting to claimants pertinent facts or policy provisions relating to coverage at issue.

The terms in the previous paragraph have the following meanings: “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. R.C. 3901.19. Under R.C. 3901.20, no person shall engage in this state in any trade practice which is defined in R.C. 3901.19 through 3901.23, or determined pursuant to those sections to be, an unfair or deceptive act or practice in the business of insurance. And 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.

B. Thin Blue Line is engaged in the business of insurance and selling health insurance policies without a license.

Under R.C. 3901.19 through R.C. 3901.22, Thin Blue Line is a “company”: both Thin Blue Line Benefits Association LLC and Thin Blue Line Benefits Association Holdings LLC are limited liability companies incorporated in the State of Texas. Exs. 6A and 6B. Thin Blue Line is an “insurer”: it engages in the business of insurance in the State of Ohio by holding itself out as an insurer and offering and selling health insurance. And Thin Blue Line is offering and selling “insurance”: it offers health insurance policies in exchange for a monthly premium that purport to cover medical expenses incurred at a health care provider.

C. Thin Blue Line is engaging in unfair and deceptive acts and practices in the business of insurance.

Thin Blue Line does not hold any certificate of authority or license as an insurer in the State of Ohio. Yet Thin Blue Line holds itself out as a health insurer, advertises its policies, accepts premium payments, and provides health insurance coverage to policyholders in Ohio. Policyholders believed Thin Blue Line’s insurance would grant them access to certain in-network providers, which was false. Policyholders believed Thin Blue Line would pay claims, which was false. Policyholders believed Thin Blue Line would be responsive to any complaints and assist them with disputes, which was false. Policyholders relied on Thin Blue Line’s representations in choosing Thin Blue Line as their health insurer. Policyholders have stated that they would never have bought insurance through Thin Blue Line had they known it was not authorized to conduct the business of insurance in Ohio or to sell insurance in Ohio.

III. The Superintendent is entitled to a temporary restraining order.

Thin Blue Line’s continued deceptive acts and practices in Ohio threaten immediate and irreparable injury and damage that must be enjoined through a temporary restraining order.

Under both R.C. 3901.22(H) and Civ. R. 65, the Superintendent is entitled to injunctive relief, including a temporary restraining order, preliminary injunction, or permanent injunction, that restrains or prevents any unfair or deceptive act or practices in the business of insurance. 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 Civ. R. 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,” the prohibition against unfair and deceptive acts. To issue this injunctive relief, the court must find 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.”

Under Civ. R. 65(A), “[a] temporary restraining order may be granted without written or oral notice to the adverse party or his attorney only if (1) it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss or damage will result to the applicant before the adverse party or his attorney can be heard in opposition, and (2) the applicant’s attorney certifies to the court in writing the efforts, if any, which have been made to give notice and the reasons supporting his claim that notice should not be required.” If a temporary restraining order is granted without notice, the motion for a preliminary injunction shall be set down for hearing at the earliest possible time. *Id.*

A temporary restraining order is a form of relief intended to prevent the applicant from suffering immediate and irreparable harm, injury or damage. *Garb-Ko, Inc. v. Benderson*, 10th Dist. Franklin Nos. 12AP-430, 12AP-474, 12AP-475, 12AP-476, 2013-Ohio-1249, ¶ 32. In determining whether injunctive relief should be granted, a trial court generally examines four

factors: (1) whether the evidence presents a substantial likelihood that plaintiff will prevail on the merits, (2) whether denying the injunction will cause plaintiff to suffer irreparable injury, (3) whether granting the injunction will cause third parties to suffer unjustifiable harm, and (4) whether the injunction will serve the public interest. *Id.* at ¶ 32.

A. Thin Blue Line is violating R.C. 3901.20 and the Superintendent has a substantial likelihood of prevailing on the merits.

Thin Blue Line does not hold a certificate of authority or license to operate as a health insurer in the state of Ohio, and its own website and insurance plan documents show it is selling health insurance plans. The law is clear: under R.C. 3905.42 and 3927.01, it is not permitted to do the business of insurance unless it has a certificate of authority or license. The Superintendent is substantially likely to prevail on the merits.

The evidence demonstrates Thin Blue Line engaged in “unfair or deceptive acts or practices” as defined in R.C. 3901.21(A) and (B) and Ohio Adm. Code 3901-1-07(C). Thin Blue Line held itself out as an insurer and sold health insurance policies with the promise to provide health care coverage at certain rates with certain in-network providers, in exchange for a monthly premium. Despite being unauthorized to act in Ohio as an insurer, Thin Blue Line took those premiums without paying on the medical claims its policyholders incurred. Then, Thin Blue Line lost its contract allowing it to access the Cigna network of providers to which it had promised policyholders access when those policyholders signed up for Thin Blue Line’s insurance. Thin Blue Line unfairly and deceitfully misrepresented the terms of its policies and the benefits and advantages of those policies.

Thin Blue Line advertised via the FOP that it was offering health insurance, despite not being authorized to do so; advertised its PPO plans promising certain levels of coverage, despite not being able to pay those claims; and advertised access to Cigna’s in-network providers, despite

losing access to that network due to its inability to pay claims. And it did this so frequently and pervasively that one can only conclude its unlawful sale of the health insurance plans were its general business practice.

Thin Blue Line has also unfairly competed in Ohio's insurance marketplace by operating outside the bounds of the laws that all insurers are required to follow. All insurers are subject to financial examination and oversight by the Department and must submit financial reports, maintain certain levels of capital and surplus, and submit rates for approval, among many other things. These laws are all designed to prevent the collapse of an insurer that could lead to catastrophic harm to consumers. Yet Thin Blue Line decided it did not need to play by the rules that others must follow—and now Thin Blue Line may very well become that insolvent insurer threatening financial ruin on consumers.

The Superintendent has demonstrated that Thin Blue Line does not hold a certificate of authority or license despite being required to be licensed to offer and sell health insurance, that Thin Blue Line unfairly and deceptively held itself out as an insurer and sold health insurance plans on misrepresentations. The Superintendent is substantially likely to prevail on the merits.

B. Ohio consumers will suffer irreparable injury if Thin Blue Line is not enjoined from its unlawful and unregulated conduct.

Ohio's extensive insurance laws and regulations are designed to prevent this exact kind of irreparable injury—but Thin Blue Line decided to unfairly and deceptively operate outside of the laws that all other insurers must follow, leading to consumer harm that has already occurred and will continue to occur unless immediate action is taken.

Retired law enforcement and fire personnel relied on Thin Blue Line's representations, yet those representations were false. Consumers paid monthly premiums—some as much as \$3,000 a month—and sought medical treatment, thinking that their claims would be paid, just like any

insurer would do. But those consumers have been left with threats from the medical providers that they owe more than *one hundred thousand dollars in unpaid medical bills*. The loss of Thin Blue Line's third-party administrator, Quilt, and the corresponding contract to use Cigna's network of providers, continues to cause enormous harm to consumers. Consumers have been told by their providers that their insurance coverage could no longer be verified and therefore they could not receive medical services without paying the full cost of the services. As a result, consumers are putting off critical health care appointments due to not having the ability to pay—while at the same time, Thin Blue Line continues to extract premium payments from those consumers.

Thin Blue Line recently 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.” But this statement is not enough. As of the date of this Motion and the related Complaint, Thin Blue Line continues its unfair and deceptive acts and practices. Each day that Thin Blue Line holds itself out as a health insurer, accepts monthly premiums from policyholders, and fails to pay claims it owes to medical providers is another day of enormous harm to retired first responders.

C. Granting the injunction will not cause third parties unjustifiable harm.

No third parties will suffer harm if this Court grants the injunctive relief sought. The Superintendent asks this court to prohibit Thin Blue Line from: 1) 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; 2) holding itself out as a health insurer in Ohio; 3) advertising health insurance plans in Ohio; 4) enrolling new members in Ohio; and 5) collecting any premium payments from policyholder in Ohio. Each of these requests helps

third parties rather than harming them. The Superintendent does not seek to halt any payments of claims Thin Blue Line may owe or may be processing. In that way, the status quo for *consumers* should be preserved; Thin Blue Line should continue to try to pay claims it owes but should be forced to stop advertising and accepting new policyholders in the Ohio market immediately.

D. The injunction will serve the public interest.

Thin Blue Line's actions undermine the purposes of Ohio's insurance laws and regulations that exist to protect Ohio consumers from this exact harm: the financial collapse of the insurance company to which they have paid substantial premiums for the promise of coverage. The public can *only be protected* by an order from this Court prohibiting Thin Blue Line from unlawfully acting as an insurer without a license in the state of Ohio. All other insurers in the State of Ohio are required to follow the rules, and had Thin Blue Line followed the rules, the consumers who have been harmed may never have been placed in this position.

E. There is no adequate remedy at law.

With its Complaint, the Superintendent has filed this Motion, seeking injunctive relief to prevent unfair or deceptive acts or practices (R.C. 3901.22(H) and civ. R. 65), as well as a Motion to Appoint Conservator and Temporary Restraining Order to preserve assets (R.C. 3903.50 and 3903.05). Given Thin Blue Line's failure to obtain a certificate of authority or license, these are the most applicable statutory remedies at law.

IV. Conclusion

Justice demands that Thin Blue Line be held accountable for its unregulated conduct. Because Thin Blue Line chose to operate without a license, putting its policyholders directly in harms' way, the Superintendent's only remedy at law lies with this Court: a temporary restraining order to stop the unlawful conduct and to protect Ohio consumers from any further financial ruin.

Respectfully submitted,

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Attorney General of Ohio

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CERTIFICATE OF SERVICE

I certify that on June 24, 2025, I served a copy of the foregoing upon the following pursuant to Civ.R. 5(B)(2)(c) and Civ.R. 5(B)(2)(f):

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