

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

MARY TAYLOR  
Superintendent of Insurance  
Ohio Department of Insurance  
50 W. Town Street, Suite 300  
Columbus, Ohio 43215

Plaintiff,

vs.

COORDINATED HEALTH MUTUAL, INC.

Defendant.

CASE NO. 16CVH-5048

JUDGE K. BROWN

ORDER

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**AGREED ORDER OF LIQUIDATION  
AND APPOINTMENT OF CHIEF DEPUTY LIQUIDATOR  
AND SPECIAL DEPUTY**

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This matter came before the Court on the Motion of Mary Taylor, Superintendent of Insurance of the State of Ohio ("Plaintiff"), pursuant to Ohio Revised Code (R.C.) §3903.17 for an order of Liquidation and Appointment of Liquidator with respect to Defendant Coordinated Health Mutual Inc., dba InHealth Mutual ("Defendant").

After having heard and considered the facts set forth in the Complaint, this Court finds that the facts and the law are as Plaintiff has alleged in her Complaint and that there exists a present and urgent necessity for the immediate entry of this Order. This Court also finds that Defendant has voluntarily and knowingly agreed to waive formal service of the Complaint and has agreed to accept service through counsel, which service has been accomplished. This Court further finds that Defendant has knowingly and voluntarily waived any and all rights Defendant has to file an answer to Plaintiff's

Complaint and that Defendant has knowingly and voluntarily waived any and all rights Defendant has to a formal hearing on the Complaint or to otherwise contest the facts or the law as alleged in the Complaint, all of which are admitted by Defendant, and that Defendant has thereby agreed to allow this matter to proceed immediately to judgment.

This Court further FINDS, ORDERS, ADJUDICATES and DECLARES as follows:

Jurisdiction

1. This Court has personal jurisdiction over Defendant. Defendant is an Ohio domiciled insurance company with offices in Franklin County, Ohio, brought under the jurisdiction of the Ohio Department of Insurance pursuant to R.C. Chapter 3903.
2. This Court has subject matter jurisdiction pursuant to R.C. 3903.04(E). Defendant is a domestic "insurer" as that term is defined in R.C. 3903.01(O) and an "insurer doing business in the state" as referenced in R.C. 3903.03. Defendant is therefore subject to proceedings authorized by R.C. 3903.01 through 3903.59, entitled the "Insurer's Supervision, Rehabilitation and Liquidation Act."
3. This Court shall retain jurisdiction in this case for the purpose of granting such other and further relief as the nature of this case or the interest of the policyholders, creditors, members, or members of the public may require.

Basis for Liquidation Order

4. Defendant is in such condition that its further transaction of business would be financially hazardous to its policyholders, creditors and/or the public, as described under R.C. 3903.17(C).

5. Defendant, through its board of directors, properly consents to liquidation and to entry of this Liquidation Order under R.C. 3903.01 through 3903.59 and Defendant and its Directors have waived all rights to intervene in these proceedings or to defend against or attempt to appeal this Liquidation Order.
6. Sufficient cause exists for the liquidation of Defendant and entry of this Order to facilitate the Liquidator taking possession and control of all assets of Defendant and to protect against such assets being subject to waste, dissipation or preferential claims of creditors, all causing irreparable and immediate injury of the policyholders, creditors and the general public.

Liquidation Order

7. For the reasons set forth above, Defendant is ordered in liquidation pursuant to R.C. Chapter 3903 and this Order. An Order of Liquidation is hereby entered against Defendant. Mary Taylor, Superintendent of the Ohio Department of Insurance, including her successors in office, is appointed Liquidator of Defendant pursuant to the provisions of R.C. Chapter 3903. Sonni Peterson is hereby appointed Chief Deputy Liquidator with all powers set forth in this Order and as may be delegated from time to time by the Liquidator. Risk & Regulatory Consulting, LLC is hereby appointed Special Deputy and may enforce any of the Liquidator's rights under this Order, subject to any limitations imposed by the Liquidator or Chief Deputy Liquidator.
8. Defendant is insolvent as that term is defined in R.C. 3903.01(N).

9. The Liquidator and Chief Deputy Liquidator are hereby bestowed with all of the powers and authority granted to a liquidator under any and all statutes and under the common law of this State and under this Order, and are particularly granted and given all powers and authority contained in R.C. Chapter 3903, including but not limited to, confirmation that the Liquidator and Chief Deputy Liquidator have all of the powers enumerated in R.C. 3903.21 and, in her discretion may, as she considers necessary or appropriate for the liquidation of Defendant:
- a. appoint one or more special deputies to act for her under R.C. 3903.01 through 3903.59, and determine the deputies' reasonable compensation. Special deputies have all the powers of the Liquidator, subject to any limitations imposed by the Liquidator or Chief Deputy Liquidator, and shall serve at the pleasure of the Liquidator;
  - b. without prior notice or approval by the Court, employ personnel and agents, actuaries, accountants, appraisers, consultants and other personnel as they may consider necessary to assist in the liquidation;
  - c. fix the reasonable compensation of employees and agents, actuaries, accountants, appraisers, consultants and other personnel with the approval of the Court, which approval shall be obtained by the Court's approval of the Liquidator's accountings filed pursuant to R.C. 3903.18(E), which shall be submitted semi-annually to the Court in the form of a statement of receipts and disbursements of the Liquidator;

- d. pay reasonable compensation to persons appointed and employed from the funds or assets of Defendant, as well as all other administrative expenses incurred in taking possession of, conserving, collecting, conducting, liquidating, disposing of or otherwise dealing with, the business and property of Defendant, as administrative expenses under R.C. 3903.42. In the event that the property of Defendant does not contain sufficient cash or liquid assets to defray the administrative costs incurred, the Superintendent of Insurance may advance the administrative costs so incurred out of any appropriation for the maintenance of the Department of Insurance. Any amounts so advanced for administrative expenses shall be repaid to the Superintendent for the use of the Department of Insurance out of the first available money of Defendant;
- e. adopt such Administrative Operating Procedures, from time to time, as are necessary to aid in the efficient, economic and effective administration of the liquidation of Defendant, subject to the approval of such procedures by the Court;
- f. hold hearings and take depositions, subpoena witnesses to compel their appearance, administer oaths, examine any person under oath and compel any person to subscribe to its testimony after it has been correctly reduced to writing, and in connection therewith require the production of any books, papers, records or other documents which she considers relevant to the inquiry;

- g. collect all debts and monies due and claims belonging to Defendant, wherever located, which in the judgment of the Liquidator are economically feasible to collect. For this purpose, the Liquidator may do any of the following:
- i. institute timely actions in other jurisdictions, including any actions necessary to forestall garnishment and attachment proceedings against such debts;
  - ii. do such other acts as are necessary or expedient to collect, conserve or protect Defendant's assets or property, including the power to sell, compound, compromise or assign debts for purposes of collection and settle claims of Defendant or its estate upon such terms and conditions as the Liquidator considers best;
  - iii. pursue any creditors' remedies available to enforce claims of Defendant or its estate;
- h. conduct public or private sales of the property of Defendant;
- i. use assets of the estate of Defendant to transfer policy obligations to a solvent assuming insurer or health insuring corporation, if the transfer can be arranged without prejudice to applicable priorities under R.C. 3903.42;
- j. acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon or otherwise dispose of or deal with, any property of Defendant at its market value or upon such terms and conditions as are fair and reasonable. The Liquidator may execute, acknowledge and deliver any and all deeds, assignments, releases and other instruments necessary or proper to

effectuate any sale of property or other transaction in connection with the liquidation;

- k. borrow money on the security of Defendant's assets or without security execute and deliver all documents necessary to that transaction for the purpose of facilitating the liquidation;
- l. enter into such contracts as are determined by the Liquidator to be necessary to carry out this Order to Liquidate;
- m. affirm or disavow, continue or cause to be rewritten, any contract to which Defendant is a party, provided however that Liquidator shall not be deemed to have affirmed any contract without her having done so in writing;
- n. continue to prosecute and to commence in the name of Defendant or in her own name any and all suits and other legal proceedings, in this state or elsewhere, and to abandon the prosecution of claims she considers unprofitable to pursue further;
- o. if Defendant is dissolved under R.C. 3903.20, the Liquidator may apply to any court in this state or elsewhere for leave to substitute herself for Defendant;
- p. prosecute any action which may exist of behalf of policyholders, certificate holders, subscribers, enrollees, members, creditors or shareholders of Defendant against any director and/or officer or trustee of Defendant or any other person;

- q. remove any or all records and property of Defendant to the offices of the Liquidator or to such other place as may be convenient to the purposes of efficient and orderly administration of the liquidation. Guaranty associations and foreign guaranty associations shall have such reasonable access to the records of Defendant as is necessary for them to carry out their statutory obligations;
- r. deposit in one or more banks in this state such sums as are required for meeting current administration expenses;
- s. invest all sums not currently needed, unless the Court orders otherwise;
- t. file any necessary documents for record in the office of any recorder of deeds or record office in this state or elsewhere where property of Defendant is located;
- u. assert all defenses available to Defendant as against third persons, including, but not limited to, statutes of limitations, statutes of frauds, and the defense of usury; a waiver of any defense by Defendant after a complaint in liquidation has been filed does not bind the Liquidator;
- v. exercise and enforce all the rights, remedies and powers of any creditor, member, policyholder, subscriber, certificate holder or enrollee, including any power to avoid any transfer or lien that may be given by the general law and that is not included under R.C. 3903.26 through 3903.28;
- w. intervene in any proceeding wherever the same is instituted that might lead to the appointment of a receiver, conservator, rehabilitator, liquidator,

- or trustee, and to act as the receiver, conservator, rehabilitator, liquidator, or trustee whenever, the appointment is offered;
- x. enter into agreements with any receiver, conservator, rehabilitator, liquidator, or superintendent of insurance of any other state relating to the rehabilitation, liquidation, conservation or dissolution of an insurer doing business in both states;
  - y. exercise all powers now held or hereafter conferred upon receivers, conservators, rehabilitators, or liquidators by the laws of this state not inconsistent with the provisions of R.C. 3903.01 through 3903.59;
  - z. apply to this Court for permission to sell Defendant as a going concern or to sell, assign or transfer the corporate charter, license and certificate of authority of defendant in such a method and manner as may be approved by this Court;
  - aa. apply for and/or receive any tax refunds, credits tax loss carry-forwards or other tax benefit that would be available to Defendant but for the Order of Liquidation;
  - bb. take possession of all of Defendant's securities and deposits filed or on deposit with the Superintendent of Insurance for the State of Ohio, and any other state superintendent of insurance or any other public official; and
  - cc. all other things permitted by law to effectuate liquidation of Defendant.
10. The Liquidator is hereby granted and given all powers and authority under any and all statutes and under the common law of receivers of this state

authorizing the appointment of insurance liquidators and is granted and given all powers and authority in R.C. Chapter 3903, including, without limitation:

- a. the authority to avoid fraudulent transfers under R.C. 3903.26, 3903.27 and 3903.28;
  - b. the power to collect all debts and monies due, claims, accounts receivables, premiums, agent balances, reinsurance proceeds and all other amounts owing or belonging to Defendant, wherever located, which, in the judgment of the Liquidator are economically feasible to collect, and shall bring such actions as are necessary, in her discretion, to collect the same and shall settle and compromise any of such claims, or other amounts owing to Defendant whenever she shall deem it advisable to do so, upon such terms and conditions as appear to her to be justifiable;
  - c. the authority to compromise any obligation of Defendant where it appears appropriate or necessary.
11. The enumeration of the above described powers and authority of the Liquidator shall not be construed as a limitation upon her, nor shall it exclude in any manner her right to do such other acts not herein specifically enumerated, or otherwise provide for, as may be necessary or appropriate for the accomplishments of or in aid of the purpose of liquidation of Defendant.
  12. All directors and officers of Defendant are hereby removed.
  13. The Liquidator is hereby ordered to take and secure possession and control of all of the assets and property of Defendant, of every kind and form whatsoever and wherever located (whether in the possession of Defendant or

any other person, including but not limited to, real property, personal property, offices, records, books, contracts, deposits, securities, rights of action, accounts, bank accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, letters of credit, certificates of deposit, furniture, fixtures, office supplies, safe deposit boxes, claims files, underwriting files, legal/litigation files, broker and agent files, correspondence, papers, computers, computer networks, computer databases and computerized and electronically stored data of the insurer, and administer them under the general supervision of this Court.

14. The Liquidator is ordered to take possession of the premises occupied by Defendant for transaction of its business and the Liquidator's possession and control shall include, but not be limited to, the authority to inventory property and image computers and other electronic devices that contain information of or pertaining to the Defendant.
15. The Liquidator is vested by operation of law with the title to all assets of Defendant, including but not limited to, all real property, personal property, offices, records, books, contracts, deposits, securities, rights of actions, accounts, bank accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, letters of credit, certificates of deposit, furniture, fixtures, office supplies, safe deposit boxes, claims files, underwriting files, legal/legislation files, broker and agent files, correspondence, papers, computers, computer networks, computer databases and computerized and electronically stored data of the insurer, wherever located, as of the date of

the entry of this Order and is authorized to deal with same in her own name as Liquidator.

16. The Liquidator is directed to collect the assets of Defendant which are economically feasible to collect, including any premiums, funds held by agents, subagents, brokers, insurers, reinsurers, reinsurance pools, solicitors, service representatives or any other person, which are due and unpaid to Defendant, including but not limited to premium, unearned commissions, agents' balances and agents' reserve funds.
17. The Liquidator is vested by operation of law with all right, title and interest in all funds recoverable under the treaties, contracts and agreements of reinsurance heretofore entered into by Defendant, as the ceding insurer, and all reinsurers and reinsurance pools, brokers, agents, solicitors, service representatives, adjusters, attorneys nor any other persons involved with Defendant or such treaties, contracts or agreements, are hereby permanently restrained and enjoined from making any settlements with any claimant, policyholder or any person other than the Liquidator, or taking any other action with respect to such treaties, contracts or agreements, without the written permissions or consent of the Liquidator.
18. The Liquidator is authorized to consult and cooperate with the Ohio Life and Health Guaranty Association and any other applicable guaranty association to promote the orderly and efficient liquidation of Defendant and the discharge of obligations of those guaranty associations in accordance with their enabling statutes and other applicable law. This Court hereby authorizes the

exchange and delivery of any and all information relating to Defendant and its insureds as necessary to accomplish the liquidation of Defendant and to discharge the obligations of the guaranty associations.

19. Any Bank, savings and loan association, financial institution, trust company, brokerage firm, third party administrator or other person which has on deposit, or in its possession, custody or control, any funds, accounts or other assets of Defendant, are hereby instructed that the Liquidator has exclusive title and control over such funds, property, accounts and other assets. The Liquidator shall take all steps necessary to place bank accounts, trust accounts, moneys, stock certificates, securities, certificates of deposit, letters of credit and other financial instruments of Defendant into her own name and shall use any accounts of Defendant as an operating fund for the business of the liquidation of Defendant. All banks, savings and loan associations, financial institutions, trust companies, brokerage firms, third party administrators or other persons that have on deposit, or in their possession, custody and control, any funds, accounts or other assets of Defendant are hereby restrained from allowing to be withdrawn or concealed in any manner any funds, property, accounts or other assets of Defendant, except with the express and written authorization of the Liquidator, or from exercising any form of set-off, alleged set-off, lien or any form of self-help, or from refusing to transfer funds to the Liquidator's control.
20. All attorneys/law firms who are either providing or have provided representation or other legal services to Defendant, shall tender over

possession and control to the Liquidator within ten (10) days from the receipt of notice of this Order, without charge to the Liquidator or the Estate, all legal/litigation files and all other pleadings, memoranda, discovery, motions, notes photographs, videotapes, physical evidence, property, documents, records, reports and files which are in its possession or control and which are related to the providing of representation or other legal services to Defendant.

21. To the extent not already set forth in Defendant's contracts, any physician, hospital, pharmacy benefits manager, or other health care facility or health professional who or which, at the time of this Order, has a contract in effect with Defendant or any network in contract directly or indirectly with Defendant, to furnish medical or hospital services and or other health benefits and services to policyholders, certificate holders, enrollees or persons covered under individual or group contracts with Defendant under the terms of an applicable health benefit plan, policy or certificate, issued by Defendant, are hereby estopped pursuant to R.C. 3903.05(A)(11) from discontinuing covered health services and from cancelling provider contracts. Subject to the terms of paragraph 34 of this Order, all network and non-network providers are directed to continue to provide covered health services to policyholders, certificate holders, enrollees or persons covered under individual or group contracts with Defendant while such contracts remain in effect and then as needed to complete any medically necessary active course of treatment commenced but unfinished at the time of this Order up to the sum of the benefits for which the Ohio Life and Health Guaranty Association or other

applicable Insurance Guaranty Association ("IGA") may become liable, which sum shall not exceed the lesser of (a) contracted obligations for which Defendant is liable or would have been liable if it were not insolvent or (b), with respect to any one life, regardless of the number of policies or contracts: Five Hundred Thousand Dollars (\$500,000) in basic hospital, medical and surgical insurance or major medical insurance. The completion of a medically necessary procedure shall include the rendering of all covered health services that constitute medically necessary follow-up care for that procedure. If a policyholder, certificate holder, enrollee or person covered under individual or group contracts, policies or certificates with Defendant is receiving necessary inpatient care at a hospital, the provider may limit the required provision of covered health care services relating to that inpatient care until the earliest occurrence of any of the following:

- a. the enrollee, policyholder, certificate holder or person covered under an individual or group contract with Defendant is discharged from the hospital;
- b. the attending physician of the enrollee, policyholder, certificate holder, or person covered under individual or group contracts with Defendant determines that inpatient care is no longer medically indicated for the enrollee; however, nothing in this Order precludes the Liquidator or the applicable IGA from engaging in utilization review as described in the evidence of coverage;

- c. the policyholder, certificate holder, enrollee or person covered under individual or group contracts with Defendant reaches the limit for contractual benefits;
- d. the effective date of any new coverage;
- e. the policyholder, certificate holder, enrollee or person covered under individual or group contracts with Defendant reaches the sum of the benefits for which the Ohio Life and Health Insurance Guaranty Association or other applicable IGA may become liable.

All network and non-network providers are further estopped from billing, charging, collecting a deposit from, seeking remuneration or reimbursement from, or having any recourse against, a policyholder, certificate holder, enrollee, or person to whom covered health services have been provided, or person acting on behalf of the covered person, for covered health services provided pursuant to this Order. This does not prohibit the provider from collecting co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered health services delivered to persons referenced above.

- 22. No legal action or other action (including, but not limited to, any action or claim for relief, counterclaim, setoff, cross claim, third party complaint, motion for return of assets or other motion, complaint, demand or petition) shall be taken or filed by any creditor or person against Defendant, including its officers and directors, or the Liquidator for any amounts due on any transaction, agreement, contract, transfer of property. The proof of claim

process is the exclusive remedy for all claimants other than the Liquidator. Nothing in this paragraph shall be construed as a limitation on the Liquidator's rights to take any action (whether specified in this Order or not).

23. All brokers, agents or agencies of Defendant are enjoined from, and ordered to cease, issuing policies, contracts, certificates, renewals and commitments on behalf of Defendant.
24. All agents, brokers, premium finance companies, governmental entity or any other person responsible for the payment of premium and unearned commission, as shown on the records of Defendant, shall pay to the Liquidator any unpaid, earned premium or any unearned premium and unearned commissions due Defendant at the time of the entry of this Order. No credit or set off shall be allowed in favor of such person against his/her/its account with Defendant for the unearned portion of the premium on a cancelled policy unless such policy was cancelled prior to the date of the entry of this Order.
25. An insured shall be obligated to pay to the Liquidator any unpaid premium due Defendant, as shown by the records of Defendant, which would not otherwise be payable by any agent, broker, premium finance company or any other person.
26. All persons, including but not limited to, all agents and brokers of Defendant, are enjoined and restrained from returning any unearned premium, or any money in their possession collected for premium or any other obligation due to Defendant, to policyholders or their assigns or to any person other than the

Liquidator, and all premium finance companies that have entered into contracts to finance a premium for a policy which was issued by Defendant are enjoined and restrained from returning any such premiums or monies due on an obligation of or to Defendant and in their possession to anyone other than the Liquidator, and all such persons shall immediately turn over such funds in their possession to the Liquidator.

27. All officers, managers, directors, trustees, owners, shareholders, employees, agents and brokers of Defendant, and any other person, firm, association, partnership, corporation or other entity or person with authority over or in charge of any segment or aspect of Defendant's affairs, property, or assets, including but not limited to, insurers, brokers, agents, trusts, banks, savings and loan associations, financial or lending institutions, stock or mutual associations, reinsurers, third-party administrators, attorneys representing Defendant, and any person who exercises control directly or indirectly over activities of Defendant through any holding company or affiliate of Defendant (all of the foregoing are collectively referred to as "Other Persons"), shall cooperate with the Liquidator, the Chief Deputy Liquidator and all Deputy Liquidators in the performance of their duties. The directive "to cooperate" shall include, but is not limited to, a duty to do all of the following:
- a. reply promptly in writing to any inquiry from the Liquidator requesting such reply;
  - b. immediately make available and immediately deliver to and not withhold from the Liquidator any and all property, books, accounts, documents,

agreements, records, legal/litigation files, computers, computer networks, computer databases and computerized and electronically stored data and other electronic devices of or pertaining to Defendant;

c. Disclose verbally or in writing, the exact whereof such items and information referenced in paragraph (b) above, if not in possession, custody or control of the officers, directors, trustees employee or agents of Defendant, or any other person, firm, association, partnership, corporation or other entity in charge of any aspect of Defendant's affairs; and

d. Refrain from obstructing or interfering with the Liquidator in the conduct of this case and proceeding or any case or proceeding incidental thereto.

28. All officers, directors, employees, trustees, agents, servants, representatives of Defendant and those acting in concert with Defendant, shall, by sworn written statement, inform the Liquidator of the nature, description and location of all assets or other property of Defendant not located on the premises of Defendant, including, but not limited to, all bank accounts, lockbox accounts, trust accounts, custodial accounts, safe deposit box, safes, stock certificates, bonds, certificates of deposit, cash, security or other property, real personal or mixed, and these persons are specifically ordered and enjoined from:

- a. disposing of any such property;
- b. authorizing distributions, withdrawals or transfers from any bank account, lockbox account, trust account, custodial account, safe deposit box, safes, stock certificates, bonds, certificates of deposit, cash or securities; and

- c. the destruction, deletion or modification of Defendant's records, databases, computer files or other property, except under the expressed written authorization of the Liquidator or by the future Order of this Court.
29. No current and former officers, managers, directors, trustees, owners, shareholders, employees, agents and brokers of Defendant and no Other Persons shall obstruct or interfere with the Liquidator in the conduct of her duties as Liquidator, and all of these persons and all persons except the Liquidator are hereby restrained, except under the express authorization of the Liquidator or by further action of this Court, from doing, operating, and conducting any business of or on behalf of Defendant, including under any charter, permit, license, contract, power or privilege, belonging to or heretofore issued by or to said Defendant, and from in any manner conducting, doing or engaging in the business of insurance on behalf of Defendant.
30. All current and former owners, officers, directors, employees, consultants, attorneys, parents, subsidiaries, affiliated corporations, partners, agents reinsurers, third party administrators and representatives of Defendant and all Other Persons are hereby permanently enjoined and restrained from:
- a. dealing with or permitting to be done any action which might waste or dispose of the property and assets of Defendant;
  - b. disposing of, using, transferring, selling, assigning, canceling, releasing, withholding, withdrawing, hypothecating, concealing in any manner or in any way, or exercising any alleged right of set off with respect to, any

books, records, claims files, underwriting files, broker and agent files, closing files, legal/litigation files, equipment, money accounts, accounts receivable, deposit, share accounts, bank accounts, trust accounts, custodial accounts, lockbox accounts, stocks, bonds, assets, notes, funds, debts, claims or causes of action that Defendant might have against any person, whether real, personal or mixed, of any kind or nature, and wherever situated, that belongs to Defendant; or is owned by or owed to Defendants; or is in the possession of Defendant; or is held individually, jointly, or severally by or for the benefit of Defendant or its policyholders, certificate holders, creditors and the public; or is claimed by Defendant, regardless of whether any such account, property or asset is titled or otherwise in the name of Defendant or any other name;

- c. from withholding and doing anything, directly or indirectly, to prevent the Liquidator from acquiring all books, accounts, documents or other records relating to the business of Defendant;
- d. from withholding and doing anything, directly or indirectly, to prevent the Liquidator from acquiring all books, accounts, documents, claims files, underwriting files, legal/litigation files or records which are the property or assets of Defendant, and/or have been ordered to be tendered to the Liquidator by the provisions of this Order or other order of this Court, under whatever name such books, documents, claims files, underwriting files, legal/litigation files or records may be filed or found or wheresoever such books, documents, claims files, underwriting files, legal/litigation files

or records may be found or situated, and from doing anything directly or indirectly, to prevent the Liquidator from gaining access to, acquiring, examining or investigating all other books, documents, legal/litigation files or records pertaining to or concerning Defendant or its affairs, under whatever name such books, documents, claims files, underwriting files, legal/litigation files or records may be filed or found or wherever such books, documents, legal/litigation files or records may be found or situated;

e. from in any way interfering with the Liquidator's conduct of business of Defendant, or from obtaining preferences, judgments, attachments, or other like liens or the making of any levy against Defendant or its property and assets while in possession and control of the Liquidator, or from in any way interfering with the Liquidator in her gaining possession or control of or in her right, title and interest to the property, books, records and all other assets of Defendant.

31. No action, claim for relief, counterclaim, setoff, cross claim, third party complaint, motion for return of assets, or other petition shall be commenced against Defendant, its officers or directors, or the Liquidator, whether in this State or elsewhere, nor shall any such existing actions be maintained or further prosecuted as against Defendant, its officers or directors, or the Liquidator after the entry of this Order. Nor shall the Liquidator be obligated to defend claims of any kind or nature brought by, for or against policyholders.

Nothing in this paragraph shall be construed as a limitation on the Liquidator's rights to take any action (whether specified in this Order or not).

32. Any action or proceeding pending in any court in which Defendant is a party or is obligated to defend a party, is hereby stayed. The Liquidator shall take such action respecting such pending litigation, as she considers necessary in the interests of justice and for the protection of policyholders, creditors and the public.
33. All persons, policyholders, obliges, principals, creditors, stockholders of Defendant and all persons asserting claims against such policyholders, are enjoined from instituting or pursuing any action or proceeding in any court or before any administrative agency, including boards and commissions administering workmen's compensation or occupational diseases or similar laws of the State of Ohio or of any other states, or of the United States, which seeks in any way, directly or indirectly, to contest or interfere with the Liquidator's exclusive right, title and interest to funds recoverable under treaties and agreements of reinsurance heretofore entered into by Defendant as the ceding Insurer.
34. Pursuant to R.C. 3903.19(C), all insurance policies, certificates, bonds, and other similar obligations or contracts of Defendant now in force that are covered by a guaranty association or foreign guaranty association shall continue in force for such period and under such terms as is provided for by the applicable guaranty association's enabling statute and other applicable law with Ohio individual policies remaining in effect until the end of the 2016

calendar year and group policies remaining effective at least 60 days from the date of this Order, unless terminated sooner by the policyholder, and subject to the terms of paragraph 21 of this Order. Pursuant to R.C. 3903.19(D), all insurance policies, certificates, bonds, and other similar obligations or contracts of Defendant now in force that are not covered by a guaranty association or foreign guaranty association shall continue in force only for the lesser of any of the following:

- a. a period of thirty (30) days from the date of entry of this Liquidation Order;
  - b. the expiration of the policy coverage;
  - c. the date when the insured has replaced the insurance coverage with equivalent insurance in another insurer or health insuring corporation or otherwise terminated the policy; or
  - d. the Liquidator has effected a transfer of the policy obligations;
35. The entry of this Order does not constitute an anticipatory breach of any contract of Defendant.
36. Any person wishing to obtain copies of documents from the Liquidator or the Liquidation Estate shall make this request in writing to the Liquidator of Coordinated Health Mutual, Inc., 50 West Town Street, Suite 300, Columbus, Ohio 43215. Each written request, subpoena or application shall be accompanied by a Two Hundred Dollar (\$200.00) non-refundable certification fee payable by check or money order made payable to "Coordinated Health Mutual, Inc., In Liquidation." Expenses related to the search and copying for documents shall be borne by the requesting party at the rate of Twenty Five

Dollars (\$25.00) per hour per person per search for search, review and assembly of non-privileged documents and Fifty Cents (\$.50) per page for photocopies, paid by check or money order made payable to "Coordinated Health Mutual, Inc., In Liquidation" prior to the release of documents to the requesting party.

37. The Ohio Superintendent of Insurance, the Liquidator, the Chief Deputy Liquidator, any special deputy liquidator, any employee of the Ohio Department of Insurance, any employee of any contractor engaged, appointed by or serving under the Liquidator, Chief Deputy Liquidator, or any special deputy liquidator are provided the indemnification specified in R.C. 3903.07.
38. If any provision of this Liquidation Order is or the application thereof is for any reason held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall not be affected thereby.
39. Neither the enumeration of the Liquidator's authority in this Order, nor any provision of this Order, shall not be construed as a limitation on the Liquidator to take other actions that are not specified in this Order. This entry of this Order does not limit the Plaintiff's rights to take any action pursuant to the Ohio Revised Code.
40. All third persons dealing with interests in real property or other property of Defendant are charged with notice of this Order as provided in R.C. 3903.18(A).

Notice to Claimants

41. Defendant is in liquidation effective today and the form and contents of the notices of Defendant's Liquidation Order attached hereto and incorporated herein by reference as Exhibit A, are hereby approved.
42. The Liquidator shall notify all persons which Defendant's books and records reveal have, or may have, claims against Defendant, its property or assets, of the Liquidation Order. The Liquidator shall also provide notice by publication by causing a notice to be published once a week for three (3) consecutive weeks in *The Columbus Dispatch*.
43. The most appropriate time to set a "bar date" for the filing of proofs of claims and to provide notice of such bar date and requiring claimants to file proofs of claims with the Liquidator before such bar date under R.C. 3903.36 will be after the seven (7) month period immediately following entry of this Liquidation Order. By proceeding in this manner, the Liquidator believes that the volume of proofs of claims needed to be filed in the Liquidation Case will be reduced due to the potential that many claims may be resolved by the applicable insurance guaranty association. Accordingly, the Liquidator shall, not later than seven (7) months from entry of this Order of Liquidation, file with this Court a motion which seeks to:
  - a. approve a proof of claim form;
  - b. recommend the establishment of an absolute final bar date for the submittal of proofs of claims against Coordinated Health Mutual, Inc., dba InHealth Mutual; and

- c. approve a notice of the absolute bar date to be mailed to all remaining claimants and all other persons which Defendant's books and records reveal have, or may have, claims against Defendant, its property or assets, procedure for filing proofs of claims.

Notice of Future Hearings

44. In the event the Court will hold future hearings concerning this Liquidation, this Court will notify Plaintiff that a hearing is scheduled, whereupon, the Plaintiff shall post advance Notice of the date and time of the hearing on the Liquidator's website. No future notice of these hearing will be given.

Full Faith and Credit

45. This Court requests that, in all actions or proceedings pending or hereafter filed outside the State of Ohio, involving Defendant, full faith and credit be given to this Order.

IT IS SO ENTERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Franklin County Court of Common Pleas

**Date:** 05-26-2016  
**Case Title:** OHIO STATE DEPARTMENT INSURANCE -VS- COORDINATED HEALTH MUTUAL INC  
**Case Number:** 16CV005048  
**Type:** AGREED ORDER

It Is So Ordered.



/s/ Judge Kim Brown

Electronically signed on 2016-May-26 page 28 of 28

THE STATE OF OHIO } I, MARYELLEN O'SHAUGHNESSY, Clerk  
Franklin County, ss } OF THE COURT OF COMMON  
PLEAS WITHIN AND FOR  
SAID COUNTY,

HEREBY CERTIFY THAT THE ABOVE AND FORE-  
GOING IS TRULY TAKEN AND COPIED FROM THE  
ORIGINAL JKB  
NOW ON FILE IN MY OFFICE  
WITNESS MY HAND AND SEAL OF SAID COUNTY  
THIS 26 DAY OF May A.D. 20 16  
MARYELLEN O'SHAUGHNESSY, Clerk

By [Signature] Deputy

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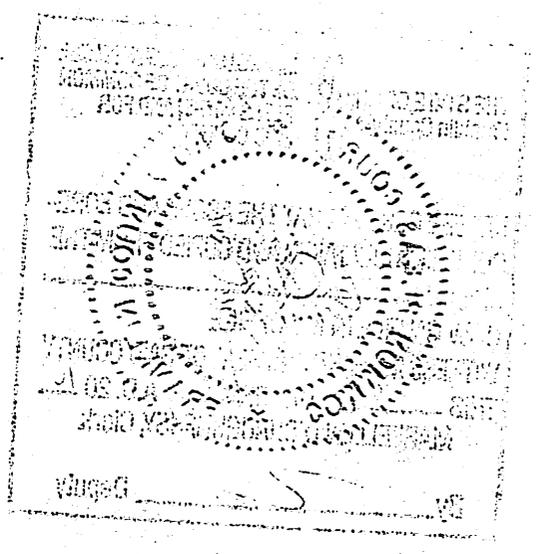
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