

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

JUDITH L. FRENCH, SUPERINTENDENT	:	Case No. 25CVH09-8167
OHIO DEPARTMENT OF INSURANCE,	:	
	:	
Plaintiff,	:	Judge Sheryl K. Munson
	:	
v.	:	Category H: Other Civil
	:	
TRANSPORT INSURANCE COMPANY,	:	
	:	
Defendant.	:	

Agreed Order of Liquidation

This matter came before the Court on the Motion of Judith L. French, Superintendent of Insurance of the State of Ohio (“Plaintiff” or “Superintendent”), pursuant to Ohio Revised Code 3903.17 for an order of liquidation and appointment of a liquidator for Defendant Transport Insurance Company (“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. 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 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 law as alleged in the Complaint, all of which are admitted by Defendant. Defendant has also agreed to allow this matter to proceed immediately to judgment.

The Court further finds, orders, adjudicates, and declares as follows:

Jurisdiction and Venue

1) This Court has personal jurisdiction over Defendant. Defendant is an Ohio domiciled insurance company with its principal office located in Hilliard, Ohio, brought under the jurisdiction of the Ohio Department of Insurance (“Department”) 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(P) 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 “Insurers 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.

4) Venue is proper pursuant to R.C. 3903.04(E).

Basis for Liquidation Order

5) 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).

6) Defendant’s financial position renders it insolvent as set forth in R.C. 3903.17(B).

7) Defendant, through its board of directors, properly consents to liquidation and to entry of this Liquidation Order (“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 Order.

8) Sufficient cause exists for Defendant's liquidation and entry of this Order to facilitate the Liquidator taking possession and control of all of Defendant's assets and to protect against such assets being subject to waste, dissipation, or preferential claims of creditors, all causing irreparable and immediate injury to policyholders, creditors, and the general public.

Liquidation Order

9) 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. Judith L. French, 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.

10) Defendant is insolvent as that term is defined in R.C. 3903.01(O).

11) The Liquidator is 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 has all of the powers enumerated in R.C. 3903.21 and, in her discretion may, as she considers necessary or appropriate for Defendant's liquidation:

- 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 and shall serve at the pleasure of the Liquidator;
- b) without prior notice or approval by the Court, employ personnel, agents, actuaries, accountants, appraisers, consultants, and other personnel as she 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 may advance the administrative costs so incurred out of any appropriation for the maintenance of the Department. Any amounts so advanced for administrative expenses shall be repaid to the Superintendent for the use of the Department out of the first available monies 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 Defendant's liquidation, 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 his/her/their/its testimony after it has been accurately 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 Liquidator's judgment 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 Defendant's property;
- i) use assets of Defendant's estate to transfer policy obligations to a solvent assuming insurer, 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 Defendant's 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 the 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 on behalf of policyholders, certificate holders, subscribers, enrollees, members, creditors, or shareholders of Defendant against any director, officer, or trustee of Defendant or any other person;
- q) remove any and 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 liquidation. Guaranty associations and foreign guaranty associations shall have such reasonable access to Defendant's records 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 administrative expenses;

- s) invest all sums not currently needed, unless the Court orders otherwise;
- t) file any necessary documents for recording 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 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 or credits, tax loss carry-forwards, or other tax benefits that would be available to Defendant but for this Order;
- bb) take possession of all of Defendant's securities and deposits, filed or on deposit with the Superintendent, any other state superintendent of insurance, and/or any other public official; and
- cc) all other things permitted by law to effectuate Defendant's liquidation.

12) The Liquidator is 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 through 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 Liquidator's judgment 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 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 justified;
- c) The authority to compromise any obligation of Defendant where it appears appropriate or necessary.

13) 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 provided for, as may be necessary or appropriate for the accomplishment of or in aid of the purpose Defendant's liquidation.

14) All directors and officers of Defendant are removed.

15) The Liquidator is ordered to take and secure possession and control of all of Defendant's assets and property, 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.

16) 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.

17) The Liquidator is vested by operation of law with the title to all of Defendant's assets, 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/litigation 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.

18) The Liquidator is directed to collect Defendant's assets 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.

19) 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 entered into by Defendant, as the ceding insurer, and all reinsurers and reinsurance pools, brokers, agents, solicitors, service representatives, adjusters, and/or attorneys. Any other persons involved with Defendant or such treaties, contracts, or agreements are 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 Liquidator's written permission or consent.

20) The Liquidator is authorized to consult and cooperate with the Ohio Insurance Guaranty Association and any other applicable guaranty association to promote the orderly and efficient liquidation of Defendant and discharge of obligations of those guaranty associations in accordance with their enabling statutes and other applicable law. This Court authorizes the exchange and delivery of any and all information relating to Defendant and its insureds as

necessary to accomplish Defendant's liquidation and to discharge the obligations of the guaranty associations.

21) The Liquidator is hereby authorized to continue to make payments for medical expenses and indemnity for workers compensation claimants and for medical expenses and wage/income loss for motor vehicle claimants, and for medical expense and wage/income loss payments under similar programs, including but not limited to the Federal Black Lung program, and for other payments on behalf of claimants under circumstances which, at the discretion of the Liquidator, the claimant will suffer undue hardship if payments are not made at that time. The Liquidator's authorization to make these payments shall continue until such time as the claims files are transferred to the applicable guaranty association and the guaranty association begins making payments to the claimant.

22) 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 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 restrained from allowing to be withdrawn or concealed in any manner any funds, property, accounts, or other assets of Defendant, except with the Liquidator's express written

authorization, or from exercising any form of setoff, alleged setoff, lien, or any form of self-help, or from refusing to transfer funds to the Liquidator's control.

23) 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, custody, or control and which are related to the providing of representation or other legal services to Defendant.

24) 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 or directors, or the Liquidator for any amounts due on any transaction, agreement, contract, or 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).

25) All of Defendant's brokers, agents, or agencies are enjoined from and ordered to cease, issuing policies, contracts, certificates, renewals, and commitments on behalf of Defendant.

26) All agents, brokers, premium finance companies, governmental entities, or any other person responsible for the payment of premium and unearned commission, as shown on Defendant's records, shall pay to the Liquidator any unpaid, earned premium or any unearned premium, and unearned commissions due Defendant at the time of entry of this Order. No credit

or setoff shall be allowed in favor of such person against his/her/their/its account with Defendant for the unearned portion of the premium on a cancelled policy unless such policy was cancelled before the date of the entry of this Order.

27) An insured shall be obligated to pay the Liquidator any unpaid premium due Defendant, as shown by the Defendant's records, which would not otherwise be payable by any agent, broker, premium finance company, or any other person.

28) All persons, including but not limited to, all of Defendant's agents and brokers, 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, 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.

29) 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, insurance 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 location of such items and information reference in paragraph (b) above, if not in the possession, custody, or control of the officers, directors, trustees, employees, 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.

30) 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 Defendant’s premises, including but not limited to, all bank accounts, lockbox accounts, trust accounts, custodial accounts, safe deposit boxes, safes, stock certificates, bonds, certificates of deposit, cash, securities, or other property, real or mixed, and these persons are specifically ordered and enjoined from:

- a) Disposing of such property;

- b) Authorizing distributions, withdrawals, or transfers from any bank accounts, lockbox accounts, trust accounts, custodial accounts, safe deposit boxes, 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 future order of this Court.

31) 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 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 issued by or to Defendant, and from in any manner conducting, doing, or engaging in the business of insurance on behalf of Defendant.

32) 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 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 setoff with respect to any books, records, claims files, underwriting

- files, broker and agent files, closing files, legal/litigation files, equipment, money accounts, accounts receivable, deposits, 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 Defendant; 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 asset 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 the 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.

33) 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 against Defendant, its officers or directors, or the Liquidator, after 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).

34) Any action or proceeding pending in any court in which Defendant is a party or is obligated to defend a party, is 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.

35) 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 workers compensation, occupational disease, or similar laws of the State of Ohio, any other state, 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 entered into by Defendant as the ceding insurer.

36) 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 by the applicable guaranty association's enabling statute and other applicable law. 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 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 otherwise terminated the policy; or
- d) The Liquidator has effected a transfer of the policy obligations.

37) The entry of this Order does not constitute an anticipatory breach of any contract of Defendant.

38) Any person wishing to obtain copies of documents from the Liquidator or the Liquidation Estate shall make the request in writing to the Liquidator of Transport Insurance Company, 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 to “Transport Insurance Company 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, review, and assembly of nonprivileged documents and fifty cents (\$0.50) per page for photocopies, paid by check or money order made payable to “Transport Insurance Company In Liquidation” before the release of documents to the requesting party.

39) The Superintendent, 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 (“Indemnitees”). Further, the Indemnitees shall have no personal liability for their acts or omissions in connection with their duties, provided that such acts or omissions are or were undertaken in good faith and without willful misconduct, gross negligence, or criminal intent. All expenses, costs, and attorneys’ fees incurred by the Indemnitees in connection with any lawsuit brought against them in their representative capacities shall be subject to the approval of the Liquidator, except that in the event that the Liquidator is the Indemnitee, this Court’s approval shall be required, and such expenses, costs, and attorneys’ fees shall be exclusively paid out of the funds and assets of Transport.

40) If any provision of this Order 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.

41) Neither the enumeration of the Liquidator's authority in this Order, nor any provision of this Order, shall be construed as a limitation on the Liquidator to take other actions that are not specified in this Order. The entry of this Order does not limit the Liquidator's rights to take any action pursuant to the Ohio Revised Code.

42) All third parties 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

43) Defendant is in liquidation effective the date of the filing of this Order and the form and contents of the notices of Defendant's Liquidation Order attached hereto and incorporated herein by reference as Exhibit A are approved.

44) 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*.

45) The most appropriate time to set a "bar date" for the filing of proofs of claims and to provide notice of 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 Liquidation Order, 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 Transport Insurance Company; 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, and providing procedures for filing proofs of claims.

Notice of Future Hearings

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

Full Faith and Credit

47) 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 ORDERED.

Judge Sheryl K. Munson

Order proposed by:

/s/ Christie Limbert
Christie Limbert (0090897)
Counsel for Judith L. French,
Superintendent of Insurance

TRANSPORT INSURANCE COMPANY, IN LIQUIDATION

NOTICE OF LIQUIDATION ORDER

LIQUIDATION ORDER

On [DATE], Transport Insurance Company (“Transport”) was determined to be insolvent and ordered liquidated by Judge [JUDGE] of the Franklin County, Ohio, Court of Common Pleas in Case No. [CASE NUMBER]. Judith L. French, Ohio Superintendent of Insurance, was appointed as Liquidator pursuant to Ohio Revised Code Chapter 3903 (the “Liquidator”). It is the Liquidator's responsibility to collect all of the assets of Transport and distribute them to Transport’s policyholders and other creditors according to priorities established under Ohio law.

The Liquidation Order enjoins all persons from (1) instituting or continuing to prosecute any civil action or claim against Transport or the Liquidator, (2) interfering, in any way, with the possession, control, title, rights, and interests of the Liquidator as provided by Ohio Revised Code Sections 3903.01 to 3903.99, inclusive, or (3) taking any action which tends to give rise to a waste of assets, preference, judgment, attachment, lien or the making of a levy against Transport or its property or assets subject to the possession or control of the Liquidator.

A complete version of the Liquidation Order is available at [WEBLINK].

TO: TRANSPORT POLICYHOLDERS / SUBSCRIBERS / CERTIFICATE HOLDERS / ENROLLEES / MEMBERS / INSUREDS (collectively, “POLICYHOLDERS”)

Information about Guaranty Associations and Termination of Coverage

Transport was licensed to do business in the State of Ohio. Ohio has created an insurance guaranty association to provide important, but limited, protection to policyholders and beneficiaries of insolvent insurance companies, like Transport, subject to statutory provisions in Ohio Revised Code Chapter 3955.

To the extent that a Transport policy is in effect as of the date of liquidation order and is a policy that is covered by a guaranty association, then the policy will remain in force for such period and under such terms as is provided by the guaranty association’s enabling statute and other applicable laws. However, the Liquidator has been advised that guaranty associations may cancel the policies for which guaranty associations are responsible as permitted under the contract/policy in accordance with the guaranty association’s statutes and other applicable law. Moreover, during the time in which coverage is provided by a guaranty association, coverage will be subject to certain statutory caps and limitations that may be less than the benefits specified in the Transport policy. If the Transport policy is not covered by a guaranty association, the policy will automatically terminate at the lesser of any of the following: (1) A period of thirty (30) days from the date of entry of the Liquidation Order; (2) The expiration of the policy coverage; (3) The date when the insured has replaced the insurance coverage with equivalent insurance in another insurer or otherwise terminated the policy; or (4) The Liquidator has effected a transfer of the policy obligation pursuant to R.C. 3903.21(A)(8).

To assure the continuation of any coverage by a guaranty association (or for the coverage provided after the Liquidation Order if the policy is not covered by a guaranty association), the policyholder must continue to pay all premiums in the same manner as prior to the Liquidation Order for the period of such coverage.

The guaranty association will take responsibility for processing and payment of any of Transport's policyholders' covered and unpaid claim(s) up to its statutory cap and coverage limits. The guaranty association will be responsible also for handling claim appeals or claims in litigation. Some claim processing delays may occur, although every effort will be made to limit processing delays. Please do not resubmit claims you have already sent to Transport, as this will only delay the processing and payment of claims.

Information about Claims Procedure

As explained above, the claims covered by a guaranty association will be processed in accordance with the policy terms by the applicable guaranty association subject to its statutory coverage limits.

The guaranty associations (with respect to claims covered by guaranty associations) will work to resolve all claims arising out of Transport policies, which will be cancelled as set forth above. If these claims cannot be finally or full resolved in that time period, or the policyholder's claim exceeds the statutory coverage limits of the guaranty association, the claimant will have the right to file a Proof of Claim and that claim will be, if necessary, adjudicated by the Liquidator.

The Liquidator will mail to the attention of policyholders and other claimants with unresolved claims a proof of claim form, along with an explanation of how to submit a timely proof of claim form. At that time, claimants will also receive notice of the absolute final bar date (deadline) for submitting claims for the claim to be considered by the Liquidator as a possible claim against the Transport Liquidation Estate. If you are a policyholder, health care provider, or other creditor of Transport and you believe upon receipt of the proof of claim form that you still have a claim against Transport, then you must timely file the proof of claim form in accordance with the instructions and procedure that will be set forth in the proof of claim form or your claim will be forever barred.

TO: TRANSPORT BROKERS, AGENTS, AGENCIES, EMPLOYEES, AND OTHER CREDITORS KNOWN OR REASONABLY EXPECTED TO HAVE CLAIMS AGAINST TRANSPORT INSURANCE COMPANY.

If the records of Transport indicate that you are a general creditor or other person who is not a policyholder that is owed money from Transport, you must file your claim with the Liquidator on a Proof of Claim Form before the final bar date to be considered for any distribution or payment of claim from the Liquidator. The Liquidation Court has not established a final bar date, and the Liquidator has not issued Proof of Claim Forms. When a final bar date is established, the Liquidator will send a notice to you informing you of the final bar date and the procedures for submitting a timely Proof of Claim Form.

Transport agents are not permitted to credit or refund unearned premium resulting from cancellations with effective dates after [DATE].

If you have any questions about this Notice or other matters related to Transport or the liquidation proceeding, please call (610) 989-2099 or write to receiver@transportliq.com.

Liquidator
Transport Insurance Company, in Liquidation

TRANSPORT INSURANCE COMPANY, IN LIQUIDATION

NOTICE TO BROKERS, AGENTS, AND AGENCIES

On [DATE], Transport Insurance Company (“Transport”) was determined to be insolvent and ordered liquidated by Judge [JUDGE] of the Franklin County, Ohio, Court of Common Pleas in Case No. [CASE NUMBER]. Judith L. French, Ohio Superintendent of Insurance, was appointed as Liquidator pursuant to Ohio Revised Code Chapter 3903 (the “Liquidator”). It is the Liquidator’s responsibility to collect all of the assets of Transport and distribute them to policyholders and other creditors of Transport according to priorities established under Ohio law.

Transport Commissions Will Not Be Paid. Any unpaid commissions due to you on Transport policies will now be a claim in the liquidation proceedings. If you have a claim for unpaid commissions or any other amounts due from Transport, you may file a Proof of Claim form in the liquidation proceeding.

Insurance Guaranty Fund Coverage. The Order of Liquidation triggered (or will trigger) certain obligations of state insurance guaranty associations, including the Ohio Insurance Guaranty Association. These guaranty associations were established by the laws of each state to provide important, but limited, protection to policyholders against an insolvent insurance company’s failure to perform its contractual obligations under its policies of insurance.

Cancellation of Transport’s Policies and Need to Arrange New Coverage. The Court ordered that all brokers, agents, or agencies of Transport are enjoined from, and ordered to cease, issuing policies, contracts, certificates, renewals, and commitments on behalf of Transport. All of Transport’s policies as to which a notice of cancellation was not given on or prior to the date of the Order of Liquidation and which a notice of cancellation was not given on or prior to the date of the Order of Liquidation and which are covered by a guaranty association or foreign guaranty association shall continue in force for such period of time and under such terms as are provided for by the applicable guaranty associations, which is typically not later than the earlier of the next renewal date under such policies or contracts or forty-five (45) days, but in no event less than thirty (30) days, after the date on which the association becomes obligated with respect to such policies. All policies not covered by a guaranty association or foreign guaranty association shall terminate pursuant to Ohio Revised Code 3903.19 upon the occurrence of the lesser of:

- (a) A period of thirty (30) days from the date of the entry of the Order of Liquidation;
- (b) The expiration of the policy coverage;
- (c) The date when the insured has replaced insurance coverage with equivalent insurance in another insurer or otherwise terminated the policy; or
- (d) The Liquidator has effected a transfer of the policy obligations pursuant to R.C. 3903.21(A)(8).

Brokers, agents, and agencies are to use their best efforts to assist Transport group policyholders in securing new coverage to take effect with another insurance company within the next sixty (60) days, and to assist Transport individual policyholders in securing new coverage no later than [DATE]. If coverage is secured with another carrier, please send a copy of the

certificate of coverage showing the effective date of the new policy to The Office of the Ohio Insurance Liquidator, Attn: Transport, receiver@transportliq.com.

Premium Remittance. All premiums in your possession from or for the benefit of Transport policyholders must now be immediately forwarded to Transport Insurance Company, In Liquidation, [ADDRESS]. Pursuant to the Liquidation Order, you are not permitted to retain premiums or provide credits or refunds of premiums to Transport policyholders. You are not permitted to offset premiums. For example:

- (a) If a broker, agent, or agency (collectively, the “Agent”) received a customer’s premium payment for Transport coverage before the [DATE] Order of Liquidation, all Transport premium in the Agent’s possession or control must be immediately forwarded to the Liquidator. Agents are not permitted to hold any premium, whether earned or unearned, or use any portion of such paid premium for purposes of now paying for new or replacement coverage from another insurance company. New or replacement coverage must be purchased with other funds and all Transport premiums must be immediately forwarded to the Liquidator.
- (b) Transport’s Agents are enjoined and restrained from returning any unearned premium, or any money in their possession collected for premium or any other obligation due to Transport, 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 Transport are enjoined and restrained from returning any such premiums or monies due on an obligation of or to Transport 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.
- (c) Transactions where an Agent issued a commitment for Transport coverage before the [DATE] Order of Liquidation, but a premium payment for a Transport policy occurred after the [DATE] Order of Liquidation, violate the Liquidation Order. The Liquidation Order prohibits Transport and its Agents from placing insurance with Transport. A Transport policy cannot be issued. If you have not done so already, you should use your best efforts to obtain new coverage from another eligible carrier.

Notice to Policyholders. As an agent who placed insurance with Transport, you are instructed to contact your customers to advise them of Transport’s liquidation and the need to obtain new coverage.

Continued Stay of Litigation. The Liquidation Order permanently enjoins all persons who have claims against Transport from instituting or continuing to prosecute any lawsuit or take any other action that would interfere with the Liquidation proceeding or the possession, control, title, rights, and interests of the Liquidator, as provided by Sections 3903.01 to 3903.59, inclusive of the Ohio Revised Code.

Proofs of Claim. [NUMBER] months after the date of the Liquidation Order, the Liquidator will file with the Court a Proof of Claim process and establish a final bar date for the filing of such claims against the Transport estate.

Inquiries regarding the liquidation should be addressed to: The Office of the Ohio Insurance Liquidator, (610) 989-2099 or sent by email to receiver@transportliq.com.

We appreciate and thank you for your anticipated cooperation and early attention to these matters.

Liquidator
Transport Insurance Company, in Liquidation

TRANSPORT INSURANCE COMPANY, IN LIQUIDATION

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Liquidator
Transport Insurance Company, in Liquidation

Franklin County Court of Common Pleas

Date: 10-21-2025
Case Title: JUDITH L FRENCH -VS- TRANSPORT INSURANCE COMPANY
Case Number: 25CV008167
Type: AGREED ORDER

It Is So Ordered.

The image shows a handwritten signature in black ink that reads "Sheryl K. Munson". The signature is written over a faint, circular official seal of the Franklin County Court of Common Pleas. The seal contains the text "COMMON PLEAS COURT" at the top, "FRANKLIN COUNTY OHIO" around the middle, and "ALL THINGS ARE" at the bottom.

/s/ Judge Sheryl K. Munson