

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Western District of Texas – Austin Division

Arturo Bruno, et al v. Robert Donohoe, as Trustee of the Texas Medical Liability Trust
Case No. 1:23-cv-01183-DII

A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.

If You Are a Person in the United States Whose Private Information was Potentially Accessible as a Result of the Data Incident, Including Those Who Were Sent Notification from Defendant that their Private Information was Potentially Accessible as a Result of the Data Incident, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement

- A Court authorized this Notice, to those that are eligible to receive Settlement Class Member Benefits from a proposed \$1,000,000 class action Settlement. The Action is titled *Arturo Bruno, et al v. Robert Donohoe, as Trustee of the Texas Medical Liability Trust*, Case No. 1:23-cv-01183-DII and is pending in the United States District Court for the Western District of Texas – Austin Division. The person that filed the class action lawsuit is called Plaintiff or Class Representative and the company he sued is Texas Medical Liability Trust (or Defendant). Defendant denies any wrongdoing whatsoever.
- **Who is a Settlement Class Member?**

All persons in the United States whose Private Information was potentially accessible as a result of the Data Incident, including those who were sent notification from Defendant that their Private Information was potentially accessible as a result of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court’s immediate family, and Court staff and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

- Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following:
 - (i) **Ordinary Out-of-Pocket Losses and Ordinary Attested Time** up to **\$2,500** per individual.
 - **Ordinary Out-of-Pocket Losses:** Documented, unreimbursed costs, losses, or expenditures incurred in responding to notice of the Data Incident or in response to the Data Incident;
 - **Ordinary Attested Time:** at \$30/hour for up to 5 hours for time spent responding to receiving notice of the Data Incident, along with an attestation;
 - (ii) **Extraordinary Losses and Extraordinary Attested Time** up to **\$35,000** per individual.
 - **Extraordinary Losses:** Documented, unreimbursed costs, losses, or expenditures fairly traceable to the Data Incident and not reimbursable as Ordinary Out-of-Pocket Losses. Examples include costs, losses or expenditure incurred as a result of identity

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theft or identity fraud, falsified tax returns, or other possible misuse of personal information;

- **Extraordinary Attested Time** at \$30/hour for up to 10 hours for time spent remediating identity theft, fraud, or misuse of my information related to the Data Incident, along with an attestation;
- (iii) **Credit Monitoring Services:** Three (3) years of identity theft protection and credit monitoring services at no cost to you, regardless of whether you make a claim.

Ordinary Out-of-Pocket Losses and Extraordinary Losses **must be documented**. Documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. “Self-prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. Claims, if approved, may be increased or reduced pro rata based on the availability of funds.

- To obtain more information visit www.tmltsettlement.com or call **(833) 420-6030**.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before October 21, 2025
Exclude Yourself by Opting Out of the Settlement Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before October 6, 2025
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys’ Fees, Costs, and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on November 5, 2025, at 9AM CT about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before October 6, 2025
Do Nothing	You will not receive any Settlement Class Member Benefit from this class action Settlement, but will remain a Settlement Class Member and be bound by the Releases.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement Class Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Judge David Alan Ezra of the United States District Court for the Western District of Texas – Austin Division is overseeing this case captioned as *Arturo Bruno, et al v. Robert Donohoe, as Trustee of the Texas Medical Liability Trust*, Case No. 1:23-cv-01183-DII. The person who brought the lawsuit is called the Class Representative. The company being sued, Texas Medical Liability Trust, is called the Defendant.

2. What is the Action about?

Defendant is a not-for-profit trust domiciled in Texas which provides medical professional and general liability insurance to physicians, physician partnerships, ancillary providers, and healthcare facilities.

The Action alleges that on October 12, 2022, Defendant discovered suspicious activity on certain systems in its computer network, or Data Incident. Specifically, unauthorized actors may have gained access to and/or acquired files on Defendant's network, which may have included name, Social Security Number, EIN/Tax Identification number, and/or date of birth. In March 2023, Defendant began notifying potentially affected individuals about the Data Incident in compliance with applicable law.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representative appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class Member if you are a person in the United States whose Private Information was potentially accessible as a result of the Data Incident, including those who were sent notification from Defendant that their Private Information was potentially accessible as a result of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call **(833) 420-6030** with questions. You may also write with questions to:

Bruno v. TMLT
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

THE SETTLEMENT CLASS MEMBER BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a \$1,000,000 Settlement Fund that will be used to pay for the Settlement Benefits; Settlement Administration Costs; any Service Award awarded by the Court; and Attorneys' Fees and Costs awarded by the Court. Under no circumstances will Defendant pay more than \$1,000,000 in connection with this Settlement.

The Settlement Benefits are summarized below:

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Reimbursement for Ordinary Out-of-Pocket Losses, up to \$2,500 per Settlement Class Member, with supporting documentation; (b) Ordinary Attested Time: up to five (5) hours of time spent responding to receiving notice of the Data Incident at a rate of \$30 per hour by providing an attestation; (c) Reimbursement for Extraordinary Losses – up to \$35,000 per individual who believes they have suffered identity theft, fraud, or other Extraordinary Losses; (d) Extraordinary Attested Time: if Settlement Class Members incurred Extraordinary Losses, they may also submit a Claim for up to ten (10) hours of time spent remedying identity theft, fraud, or other misuse of their information related to the Data Incident at a rate of \$30 per hour by providing an attestation; and regardless of whether a Settlement Class Member submits a Claim for reimbursement, (e) Credit Monitoring for three (3) years of three bureau identity theft protection and Credit Monitoring services.

8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement Class Member Benefits:

- a) ***Reimbursement for Ordinary Out-of-Pocket Losses and Ordinary Attested Time:*** All Settlement Class Members may submit a Claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time up to a total of \$2,500 per individual, upon submission of an Approved Claim **and supporting documentation**, incurred as a result of the Data Incident;
- Ordinary Out-of-Pocket Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member in responding to the notice of the Data Incident or in response to the Data Incident. Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.
 - Settlement Class Members who elect to submit a Claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the Claim, including but not limited to:
 - (1) the Settlement Class Member's name and current address;
 - (2) documentation supporting the unreimbursed cost, loss, or expenditure; and
 - (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone.
 - Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.
- b) ***Ordinary Attested Time:*** Whether or not Settlement Class Members incurred Ordinary Out-of-Pocket Losses, Settlement Class Members may also submit a Claim for up to five (5) hours of time spent responding to receiving notice of the Data Incident at a rate of \$30 per hour by providing an attestation;
- c) ***Reimbursement for Extraordinary Losses and Extraordinary Attested Time:*** In addition to submitting a Claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Settlement Class Members who believe they have suffered identity theft, fraud, or other Extraordinary Losses may submit a Claim for Extraordinary Losses and/or Extraordinary Attested Time up to \$35,000 per individual. However, the total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time cannot exceed \$35,000 per individual.
- d) ***Extraordinary Attested Time:*** Settlement Class Members who incur Extraordinary Losses, may also submit a Claim for up to ten (10) hours of time spent remedying identity theft, fraud, or other misuse of their information related to the Data Incident at a rate of \$30

per hour by providing an attestation. **The total Attested Time (“Ordinary” and “Extraordinary” Attested Time, combined) that can be claimed cannot exceed ten (10) hours.**

If the total amount of Approved Claims submitted when added with Settlement Administration Costs and Attorneys’ Fees, Costs, and Service Award as approved by the Court exceeds the amount of the Settlement Fund, then Approved Claims will be reduced on a *pro rata* basis such that the total amount of Approved Claims, Settlement Administration Costs and Attorneys’ Fees, Costs, and Service Awards does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted, when added with Settlement Administration Costs and Attorneys’ Fees, Costs, and Service Awards as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims will be increased on a *pro rata* basis such that the total amount of Approved Claims, Settlement Administration Costs and Attorneys’ Fees, Costs, and Service Awards equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund.

Regardless of whether a Settlement Class Members submits a Claim for reimbursement, they may also select the following:

- e) **Credit Monitoring Services** – Settlement Class Members, regardless of whether they make a Claim for reimbursement, can elect to enroll in three (3) years of three bureau identity theft protection and Credit Monitoring services that will include the following features:
- dark web scanning with user notification if potentially unauthorized use of a Settlement Class Member’s personal information is detected;
 - identity theft insurance;
 - real-time credit monitoring with Equifax, Experian, and TransUnion; and
 - access to fraud resolution agents.

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they submit a Claim for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and/or Extraordinary Attested Time. A unique redemption code allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits an Approved Claim for such services.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.tmltsettlement.com or by mail to Bruno v. TMLT, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online **by October 21, 2025**, or by mail **postmarked by October 21, 2025**.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.TMLTSETTLEMENT.COM

10. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on **November 5, 2025, at 9:00 a.m. CT** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals

from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement payments and Credit Monitoring will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the Settlement?

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XIII of the Settlement Agreement, which is available at www.tmltsettlement.com. If you have any questions, you can talk to the law firms listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

12. If I exclude myself, can I get a Settlement Class Member Benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send an opt-out request or written notice of intent to opt-out that says you want to be excluded from the Settlement. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly opt-out request shall be bound by the terms of the Settlement Agreement even if he or she does not submit a Claim Form. You must mail your opt-out request to the Settlement Administrator **postmarked by October 6, 2025** to:

c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement, and/or Application for Attorneys' Fees, Costs, and Service Awards or some part of it by objecting to the Settlement. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below, postmarked by **no later than October 6, 2025**.

Defendant' Counsel	Class Counsel
Amanda Harvey Mullen Coughlin LLC 1452 Hughes Rd., Ste. 200 Grapevine, TX 76051 aharvey@mullen.law	John A. Yanchunis Morgan & Morgan Complex Litigation Group 201 N. Franklin Street, 7 th Floor, Tampa, FL 33602 jyanchunis@ForThePeople.com . Bruce W. Steckler Steckler Wayne & Love 12720 Hillcrest Road Dallas, Texas 75230 BSteckler@stecklerlaw.com
Clerk of the Court	Settlement Administrator
United States Courthouse for the Western District of Texas, 501 West 5th Street Austin, Texas 78701	Bruno v. TMLT c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391

For an objection to be considered by the Court, the objection must include all of the following:

- i) the objector's full name, mailing address, telephone number, and email address (if any);
- ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- v) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- vi) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

- vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- ix) the objector's signature (an attorney's signature is not sufficient).
- x) Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Bruce W. Steckler of Steckler Wayne & Love and John A. Yanchunis of Morgan & Morgan Complex Litigation Group, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund (\$350,000), plus reimbursement of costs. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will include a request for a Service Award to the Class Representative in recognition for his contribution to this Action not to exceed \$2,500. The Service Award payment to the Class Representative shall be separate and apart from his entitlement to benefits from the Settlement Fund.

Any attorneys' fees, costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **November 5, 2025, at 9:00 CT**, at the United States Courthouse for the Western District of Texas, 501 West 5th Street, Austin, Texas 78701, as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court

will also rule on the Application for Attorneys' Fees, Costs, and Service Awards payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.tmltsettlement.com, or calling (833) 420-6030.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no later than October 6, 2025**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Class Member Benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.tmltsettlement.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at (833) 420-6030.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (833) 420-6030 or at the Contact page of the Settlement Website:

Bruno v. TMLT
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Questions? Go to www.tmltsettlement.com or call (833) 420-6030

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**