

# Superior Court of the State of California for the County of Sacramento

*Polk v. American Well Corp., Case No. 25CV026746*

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**OUR RECORDS INDICATE YOU HAVE USED THE APPOINTMENT BOOKING TOOL ON LIVEHEALTH ONLINE AND MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

- A settlement has been reached in a class action lawsuit against American Well Corp. (“Amwell”). The class action lawsuit claims that Amwell disclosed its customers’ medical information and confidential communications to third parties, without permission and in violation of 18 U.S.C. § 2510, et seq. (the “Federal Wiretap Act”), Cal. Penal Code §§ 631-632 (the “California Invasion of Privacy Act” or “CIPA”), Cal. Civil Code § 56.10 (the “California Confidentiality of Medical Information Act” or “CMIA”), the California Constitution, and common law. Amwell denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the Settlement Class if you are a person in the United States who used the appointment booking tool on the LiveHealth Online website ([livehealthonline.com](https://livehealthonline.com)), the LiveHealth Online iOS App (available at <https://apps.apple.com/us/app/livehealth-online-mobile/id597917484>), or the LiveHealth Online Android App (available at <https://play.google.com/store/apps/details?id=com.americanwell.android.member.wellpoint>), between October 2024 and August 2025.
- If approved by the Court, Amwell will establish a Settlement Fund of \$2,037,751.46 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses (the “Settlement Administration Expenses”), attorneys’ fees and costs (“Fee Awards”), and an incentive award (“Service Award”). If you are entitled to relief, you may submit a claim to receive a *pro rata* (meaning equal) share of the Settlement Fund, estimated at approximately \$51.14 to \$102.29 per class member.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                     | DEADLINE                |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>SUBMIT A CLAIM</b>                                       | This is the only way to receive a payment.                                                                                          | <b>October 30, 2026</b> |
| <b>EXCLUDE YOURSELF</b>                                     | You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case. | <b>October 30, 2026</b> |
| <b>OBJECT TO THE SETTLEMENT</b>                             | Write to the Court explaining why you don't like the Settlement.                                                                    | <b>October 30, 2026</b> |
| <b>GO TO THE HEARING</b>                                    | Ask to speak in Court about your opinion of the Settlement.                                                                         | <b>January 15, 2027</b> |
| <b>DO NOTHING</b>                                           | You won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.   | No Deadline             |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## WHAT THIS NOTICE CONTAINS

|                                              |   |
|----------------------------------------------|---|
| BASIC INFORMATION .....                      | 3 |
| WHO'S INCLUDED IN THE SETTLEMENT .....       | 4 |
| THE SETTLEMENT BENEFITS.....                 | 4 |
| HOW TO GET BENEFITS .....                    | 4 |
| REMAINING IN THE SETTLEMENT .....            | 5 |
| THE LAWYERS REPRESENTING YOU .....           | 5 |
| EXCLUDING YOURSELF FROM THE SETTLEMENT ..... | 5 |
| OBJECTING TO THE SETTLEMENT .....            | 6 |
| THE COURT'S FINAL APPROVAL HEARING .....     | 7 |
| IF I DO NOTHING .....                        | 7 |
| GETTING MORE INFORMATION .....               | 8 |

## Basic Information

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Richard K. Sueyoshi, of the Superior Court of the State of California for the County of Sacramento, is overseeing this case. The case is called *Polk v. American Well Corp.*, Case No. 25CV026746. The person who has sued is called the Plaintiff. The Defendant is American Well Corp.

### 2. What is a class action?

In a class action, one or more people called the class representative (in this case, Virginia Polk) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

### 3. What is this lawsuit about?

This lawsuit claims that Amwell disclosed its customers' medical information and confidential communications to third parties, without permission and in violation of 18 U.S.C. § 2510, *et seq.* (the "Federal Wiretap Act"), Cal. Penal Code §§ 631-632 (the "California Invasion of Privacy Act" or "CIPA"), Cal. Civil Code § 56.10 (the "California Confidentiality of Medical Information Act" or "CMIA"), the California Constitution, and common law. Amwell denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## Who's included in the Settlement?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

All persons in the United States who used the appointment booking tool on the LiveHealth Online website ([livehealthonline.com](https://livehealthonline.com)), the LiveHealth Online iOS App (available at <https://apps.apple.com/us/app/livehealth-online-mobile/id597917484>), or the LiveHealth Online Android App (available at <https://play.google.com/store/apps/details?id=com.americanwell.android.member.wellpoint>), between October 2024 and August 2025.

## The Settlement Benefits

### 6. What does the Settlement provide?

Amwell has agreed to make up to \$2,037,751.46 available under the Settlement. Class Member payments, and the cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees, and an award to the Class Representative will also come out of this fund (see Question 13).

### 7. How much will my payment be?

If you are a member of the Settlement Class you may submit a Claim Form to receive a *pro rata* (meaning equal) share of the Settlement Fund, estimated at approximately \$51.14 to \$102.29 per Settlement Class Member. The amount of payment will depend on how many of the Settlement Class Members file valid claims. Each Settlement Class Member who files a valid claim will receive a proportionate share of the Settlement Fund. You can contact Class Counsel to inquire as to the number of claims filed.

### 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for January 15, 2027. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 45 days after the Settlement has been finally approved and/or any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 180 days after they are issued.

## How to Get Benefits

### 9. How do I get a payment?

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **October 30, 2026**. Claim Forms can be found and submitted by visiting [www.LiveHealthOnlineSettlement.com](https://www.LiveHealthOnlineSettlement.com), or by printing and mailing a paper Claim Form, copies of which are available for download by visiting [www.LiveHealthOnlineSettlement.com](https://www.LiveHealthOnlineSettlement.com).

We encourage you to submit your claim online. Not only is it easier and more secure, but it is completely free and takes only minutes!

## Remaining in the Settlement

### 10. What am I giving up if I stay in the Settlement Class?

If the settlement becomes final, you will give up your right to sue Amwell for the claims this settlement resolves. The Settlement Agreement describes the specific claims you are giving up against Amwell. You will be “releasing” Amwell and certain of its affiliates described in Section 1.24 of the Settlement Agreement. Unless you exclude yourself (see Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Court Documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### 11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against Amwell for the claims being resolved by this settlement.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$2,037,751.46 Settlement Fund, but the Court may award less than this amount.

As approved by the Court, the Class Representative will be paid a Service Award from the Settlement Fund for helping to bring and settle the case. The Class Representative will seek no more than \$5,000 as Service Award, but the Court may award less than this amount.

## Excluding Yourself from the Settlement

### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver written request) stating clearly that you want to be excluded from the Settlement Class for the *Polk v. American Well Corp.*, Case No. 25CV026746 settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **October 30, 2026**, to:

LiveHealth Online Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799-9834

### 15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Amwell for the claims being resolved by this Settlement.

### 16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

## Objecting to the Settlement

### 17. How do I object to the Settlement?

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you may file with the Court a letter or brief stating that you object to the Settlement in *Polk v. American Well Corp.*, Case No. 25CV026746 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection (and the attorney's law firm), have ever objected to any class action settlement in the last five years, you must include a description of the number of times you or your attorney (or the attorney's law firm) has objected to a class action settlement within the five years preceding the date of the objection, the caption of each case in which the objector has objected, and a copy of any orders related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case. where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below. Even if you do not file a written objection, you may still appear and object at the Final Approval Hearing.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by October 16, 2026.

You must file any written objection with the Court and mail a copy to these two different places postmarked no later than **October 30, 2026**.

| Court                                                                                                        | Class Counsel                                                                                      | Defendant's Counsel                                                                                        |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| The Hon. Richard K. Sueyoshi<br>Sacramento County Hall of Justice<br>813 6th Street,<br>Sacramento, CA 95814 | Philip L. Fraietta<br>Bursor & Fisher, P.A.<br>50 Main Street, Suite 475<br>White Plains, NY 10106 | David P. Saunders<br>McDermott Will & Schulte LLP<br>444 West Lake Street, Suite 4000<br>Chicago, IL 60606 |

## **18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **The Court's Final Approval Hearing**

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

The Court will hold the Final Approval Hearing at 9:00 a.m. on January 15, 2027, in Department 8A of the Sacramento Superior Court, located at 500 G Street, Sacramento, CA 95814. The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.LiveHealthOnlineSettlement.com](http://www.LiveHealthOnlineSettlement.com) or call (888) 369-3797. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

You have the option to join the Final Approval Hearing remotely via the following zoom link or phone number:

To join by Zoom link: - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>

To join by phone: (833) 568-8864 / ID: 16108301121

## **If I Do Nothing**

### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing.

## Getting More Information

### 22. Where do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.LiveHealthOnlineSettlement.com](http://www.LiveHealthOnlineSettlement.com). You may also write with questions to LiveHealth Online Settlement c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA, 92799-9834. You can call the Settlement Administrator at (888) 369-3797 or contact Class Counsel at [info@bursor.com](mailto:info@bursor.com), if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.