BURSOR & FISHER, P.A.
Philip L. Fraietta (State Bar No. 354768)
50 Main Street, Suite 475
White Plains, NY 10606
Telephone: 914-874-0710
Facsimile: 914-206-3656
E-mail: pfraietta@bursor.com

DRURY LEGAL, LLC
Scott R. Drury (State Bar No. 355002)
6 Carriage Lane
Highwood, Illinois 60040
Telephone: (312) 358-8225
scott@drurylegal.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

VIRGINIA POLK, individually and on behalf of all others similarly situated,

Plaintiff,

v.

AMERICAN WELL CORP.,

Defendant.

Case No. 25CV026746

Hon. Jill H. Talley

SUPPLEMENTAL DECLARATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL

DECLARATION OF PHILIP L. FRAIETTA

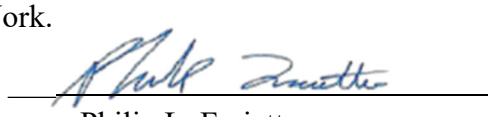
I, Philip L. Fraietta, declare as follows:

1. I am an attorney at law licensed to practice in the State of California. I am a partner at Bursor & Fisher, P.A., counsel for Plaintiff in this action. I am a member of the bar of this Court. I make this declaration in support of Plaintiff's Motion for Preliminary Approval and I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

2. On April 24, 2026, the Court issued a minute order ("Order") directing the Parties to file an amended settlement agreement and an amended proposed order consistent with the Court's direction. Pursuant to the Court's Order, the amended Settlement Agreement is attached hereto as **Exhibit 1**.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on May 22, 2026 in White Plains, New York.



Philip L. Fraietta

EXHIBIT 1

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BURSOR & FISHER, P.A.
Philip L. Fraietta (State Bar No. 354768)
50 Main Street, Suite 475
White Plains, NY 10106
Telephone: (914) 874-0708
Facsimile: (914) 206-3656
Email: pfraietta@bursor.com

DRURY LEGAL, LLC
Scott R. Drury (State Bar No. 355002)
6 Carriage Lane
Highwood, IL 60040
Telephone: (312) 358-8225
Email: scott@drurylegal.com

Class Counsel

MCDERMOTT WILL & SCHULTE LLP
Jon Hawk (State Bar No. 254350)
2049 Century Park East
Los Angeles, CA 90067
Telephone: (310) 788 4181
E-mail: jhawk@mcdermottlaw.com

David P. Saunders
444 West Lake Street, Suite 4000
Chicago, IL 60606
Telephone: (312) 803-8305
E-mail: dsaunders@mcdermottlaw.com

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

VIRGINIA POLK, individually and on behalf of all other persons similarly situated,

Plaintiff,

v.

AMERICAN WELL CORP.,

Defendant.

Case No. 25CV026746

AMENDED CLASS ACTION SETTLEMENT AGREEMENT

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This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiff Virginia Polk ("Plaintiff"); (ii) the Settlement Class (as defined herein); and (iii) Defendant American Well Corp. ("Defendant" or "Amwell"). The Settlement Class and Plaintiff are collectively referred to as the "Plaintiffs" unless otherwise noted. The Plaintiff and the Defendant are collectively referred to herein as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

1. This putative class action centers on Amwell's alleged disclosure of its customers' medical information and confidential communications to third parties, which Plaintiff claims was 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. *See Polk v. American Well Corp.*, Case No. 25CV026746 (Sacramento Cty. Super. Ct.).

2. As both sides undertook an evaluation of the strengths and weaknesses of their respective litigation positions, the Parties explored the possibility of resolution. In order to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, which includes approximately 252,478 persons, and certain facts related to the strength of Plaintiff's claims and Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses for settlement purposes. The Parties also exchanged lengthy mediation briefing pertaining to the merits of the case.

3. On October 29, 2025, the Parties participated in a mediation with Jill Sperber, who is a neutral mediator affiliated with Adjudicate Inc., d/b/a Judicate West. The mediation lasted

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approximately 8 hours. The Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

4. At all times, Amwell has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action.[1] Amwell specifically denies that it is liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and denies that any claim asserted by Plaintiff is suitable for class treatment other than for settlement purposes. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Amwell has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Amwell, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

5. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel further recognize the expense and delay associated with continued prosecution of the Action against Defendant through a motion to dismiss, summary judgment, class discovery, class certification, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to

[1] All capitalized terms have the meanings assigned to them in Section 1 ("Definitions"), below.

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the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, as set forth herein and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement (the "Settlement").

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *Polk v. American Well Corp.*, Case No. 25CV026746, pending in the Superior Court of the State of California for the County of Sacramento.

1.2 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement. To receive a *pro rata* cash payment, each claimant must attest that they used the appointment booking tool on the LiveHealth Online website (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.

1.3 "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the

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Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.4 "Claim Form" means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.5 "Class Counsel" means Philip L. Fraietta of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC.

1.6 "Class Representative" means the named Plaintiff in this Action, Virginia Polk.

1.7 "Court" means the Superior Court of the State of California for the County of Sacramento, the Honorable Richard K. Sueyoshi presiding, or any judge who shall succeed him as the Judge in this Action.

1.8 "Defendant" means American Well Corp.

1.9 "Defendant's Counsel" means Jon Hawk and David P. Saunders of McDermott Will & Schulte LLP.

1.10 "Effective Date" means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.11 "**Escrow Account**" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported by the Settlement Administrator to the Internal Revenue Service. The Settlement Administrator shall administer the Settlement Fund,

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subject to the continuing jurisdiction of the Court from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, et seq., and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest possible date. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.12 "**Fee Award**" means the amount of attorneys' fees, costs, and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.13 "**Final**" means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.14 "**Final Approval Hearing**" means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representative.

1.15 "**Final Approval Order"** means the Court's Final Approval Order, which, among other things, approves this Settlement Agreement and the Settlement as fair, adequate, and reasonable, enters the Final Judgment, dismisses the Action with prejudice, and confirms the final certification of the Settlement Class for settlement purposes only, without material changes to the Parties' agreed-upon proposed final approval order—the order finally approving the Settlement Agreement.

1.16 **Final Judgment**" means the Final Judgment and Final Approval Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

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1.17 "**Notice**" means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, California Rule of Court 3.769, and is substantially in the form of **Exhibits B and C** hereto.

1.18 "**Notice Date**" means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.19 "**Objection/Exclusion Deadline**" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement website listed in Paragraph 4.1(e), or such other date as ordered by the Court.

1.20 "**Person**" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.21 "**Plaintiff**" means Plaintiff Virginia Polk.

1.22 "**Preliminary Approval**" means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.23 "**Preliminary Approval Order**" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes only, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff's motion for preliminary approval of the Agreement.

1.24 "**Released Claims**" means all actions, claims, debts, dues, sums of money, accounts,

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reckonings, bonds, bills, specialties, covenants, complaints, charges, commissions, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, liabilities, obligations, complaints, rights, and demands whatsoever, at law, admiralty or in equity, against Defendant or any Released Party, under federal law or the law of any state (from any of the 50 states, District of Columbia, and United States territories), including those relating in any way to (i) the Released Parties' use of the Heap API, or other tracking, analytics and/or advertising technologies on the LiveHealth Online website, the LiveHealth Online iOS App, or the LiveHealth Online Android App (together, the "LiveHealth Digital Properties"); (ii) the Heap API, or other tracking, analytics and/or advertising technologies' collection, use, storage, transmission, disclosure, or sharing of User Data from, regarding, belonging, or relating to users of the LiveHealth Digital Properties; and (iii) any agreements, contracts, disclosures, non-disclosures, obligations, acts, or omissions regarding the Heap API, or other tracking, analytics and/or advertising technologies' collection, use, storage, transmission, disclosure, or sharing of such User Data on the LiveHealth Digital Properties to the maximum extent allowed by law. For purposes of this paragraph "User Data" includes those user inputs, metadata, device identifiers, app events and other analytics data, location data, health data, and personally identifying information that is the subject of the Action.

1.25 "**Released Parties**" means Defendant American Well Corp., as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, insurers, independent contractors, including without limitation employees of the foregoing, owners, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.26 "**Releasing Parties**" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates,

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affiliates, employers, employees, agents, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.27 "Service Award" means such funds, up to and including $5,000, as may be awarded by the Court to the Plaintiff for their service as Class Representative.

1.28 "**Settlement Administration Expenses**" means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from Settlement Class Members, mailing checks, related services, and paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.29 "**Settlement Administrator**" means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.30 "**Settlement Class**" means all Persons in the United States who used the appointment booking tool on the LiveHealth Online website (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. Excluded from the Settlement Class are: (1) any judge presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class;

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and (4) the legal representatives, successors or assigns of any such excluded persons. Based on Defendant's records, there are approximately 252,478 Persons in the Settlement Class.

1.31 "**Settlement Class Member**" means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.32 "**Settlement Fund**" means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the total amount of two million, thirty-seven thousand, seven hundred fifty-one dollars and forty-six cents ($2,037,751.46 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any Service Award to the Class Representative, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. In no event shall Defendant's total monetary obligation with respect to this Agreement exceed or be less than two million, thirty-seven thousand, seven hundred fifty-one dollars and forty-six cents ($2,037,751.46 USD).

1.33 "**Unknown Claims**" means claims that could have been raised in the Action and that Plaintiff does not know or suspect to exist, which, if known by her, might affect her agreement to release the Released Parties or the Released Claims or might affect her decision to agree to the Settlement.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Defendant shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund ($2,037,751.46 USD), as specified in Paragraph 1.32 of this Agreement,

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within sixty (60) days following Preliminary Approval of this Settlement Agreement. Under no circumstances shall Defendant be required to pay any amount in excess of the Settlement Fund.

(b) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to a *pro rata* portion of the Settlement Fund by check after deducting the Settlement Administration Expenses, any Fee Award, and any Service Award.

(c) The Settlement Administrator shall pay from the Settlement Fund all Approved Claims by Venmo, PayPal or check with said checks being sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims. Payments to all Settlement Class Members with Approved Claims shall be made within forty-five (45) days after the Effective Date.

(d) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that any checks issued to a Settlement Class Member are not cashed within one hundred eighty (180) days after the date of issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting any necessary Settlement Administration Expenses from such uncashed check funds) to all Settlement Class Members who cashed checks during the initial distribution, but only to the extent each Settlement Class Member would receive at least $5.00 in any such secondary distribution and if otherwise feasible. To the extent each Settlement Class Member would receive less than $5.00 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any uncashed check funds shall revert to a non-sectarian, not-for-profit organization, agreed upon by Class Counsel and Defendant and approved by the Court.

(e) Upon payment of the Settlement Fund into the Escrow Account, all risk of loss with respect to the cash portion of the Settlement shall pass to the Escrow Account, and any and all remaining interest or right of Defendant in or to the Escrow Account, if any, shall be extinguished.

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3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims as set forth herein, as against all Released Parties.

3.2 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, Plaintiff, the Settlement Class Members, and their respective heirs, personal representatives, ancestors, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, immediate family, and assigns hereby irrevocably and unconditionally forever and fully releases and discharges the Defendant and Released Parties, individually and collectively, from the Released Claims; provided, however, that for purposes of this Agreement, the Settlement Class Members (excluding Plaintiff) shall release and discharge the Defendant and Released Parties, individually and collectively, from the Released Claims, excepting therefrom and any Unknown Claims.

3.3 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, Plaintiff, and her respective heirs, personal representatives, ancestors, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, immediate family, and assigns hereby irrevocably and unconditionally forever and fully releases and discharges Defendant and the Released Parties, individually and collectively, from all Unknown Claims.

For the avoidance of doubt, Plaintiff's release of Unknown Claims shall be deemed to include, and expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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Upon the Effective Date, Plaintiff also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiff acknowledges that she may discover facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of this release, but that it is Plaintiff's intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims she may have. The Parties agree that the release of Unknown Claims is a material term of this Settlement Agreement.

For the avoidance of doubt, this provision's waiver of Unknown Claims does not apply to the Settlement Class Members.

3.4 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, Plaintiff, Settlement Class Members, and their respective heirs, beneficiaries, immediate family, personal representatives, ancestors, designees, legatees, executors, administrators, successors-in-interest, and assigns hereby absolutely, unconditionally and irrevocably, covenant and agree that they will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of or in connection with any Released Claim as set forth herein.

4. NOTICE TO THE CLASS.

4.1 The Settlement Administrator shall be responsible for overseeing and implementing the Notice plan consistent with the following:

(a) *Settlement Class List*. No later than fourteen (14) days after Preliminary Approval, Defendant shall produce an electronic list from its records that includes the names, and to the extent known, the email addresses and last known U.S. Mail addresses belonging to Persons within the Settlement Class. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator, which shall only use the Class List for purposes of accomplishing its duties pursuant to this Settlement Agreement. The Settlement Administrator shall not share a copy of the Class List with Class Counsel.

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(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement Agreement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice. In the event the second email attempt fails, or in the event that a known email address is not available for a Class Member, then the Settlement Administrator shall send those Class Members Notice by First Class U.S. Mail substantially in the form of **Exhibit C**.

(c) *Update Addresses*. Prior to mailing any Notice, the Settlement Administrator will update the U.S. mail addresses of Persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

(d) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit B** (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(e) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.livehealthonlinesettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit D** hereto.

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(f) *Telephone Line and Email Address:* Within twenty-one (21) days from entry of the Preliminary Approval Order, the Settlement Administrator shall establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries. The Settlement Administrator shall also establish and publish an email address for Settlement Class Members to contact with Settlement-related inquiries, and answer the frequently asked questions or other inquiries of Settlement Class Members who send an email to that address.

(g) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time-to-time provide information about the Settlement Agreement to and answer any questions from Settlement Class Members regarding the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time: (1) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the clerk of the Court; or alternatively, (2) if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's CM/ECF system, and sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) a description of the number of times the objector has

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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; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (6) the number of times in which the Objecting Attorneys and or the Objecting Attorneys' law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which the Objecting Attorneys or their law firm 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; and (7) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not sent by email or postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (1) be bound by any orders or the Final Judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Agreement; or (4) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally

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signed by the Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.5 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) is provided.

4.6 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims as set forth herein; provided, however, that as set forth above, the Settlement Class Members are not waiving or discharging any Unknown Claims against the Released Parties.

4.7 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Attorneys' Fees	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Motion for Final Approval	75 Days After Notice Date
Final Approval Hearing	Not sooner than 90 Days After Notice Date

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EVENT	PROPOSED DEADLINE
Cash Payments Sent to Settlement Class Members	45 Days After Effective Date

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

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(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including and without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of this Agreement, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 . Defendant and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement

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Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

5.6 Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns

5.7 The Settlement Administrator shall indemnify and hold Class Counsel, Plaintiffs, the Defendant, and Defendant's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

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6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (1) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (2) the Court's refusal to grant Final Approval of this Agreement in any material respect; (3) the Court's refusal to enter the Final Judgment in this Action in any material respect; (4) the modification or reversal, in any material respect, of the Final Judgment by an appellate court; or (5) the modification or reversal, in any material respect, of an Alternate Judgment, as defined in Paragraph 9.1(d) of this Agreement, by an appellate court. Notwithstanding the foregoing, no order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Fee Award or the Service Award shall constitute grounds for cancellation or termination of this Settlement Agreement.

6.2 Defendant, in its sole discretion, shall have the right to terminate the Settlement Agreement without penalty of any nature if more than 100 Settlement Class Members exclude themselves from the Settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within five (5) days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, and C** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement)

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so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement Agreement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Settlement Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the settlement, and that if the settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.4 After Notice is given, Class Counsel shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and

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provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the California Code of Civil Procedure, the California Rules of Court, the California Constitution, the Due Process Clause of the United States, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims, excepting therefrom any Unknown Claims (which the Settlement Class Members are not releasing or discharging as set forth above);

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

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(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.

8.1 Solely for purposes of settlement, Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs in an amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than 33.33 percent of the Settlement Fund (*i.e.*, $679,250.48). Provided that Class Counsel limits its request for a Fee Award to this amount, Defendant shall not oppose Class Counsel's request for the Fee Award.

8.2 Plaintiffs and Class Counsel understand and agree that any Fee Award under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of Plaintiffs and Settlement Class Members in the Action. This is a material condition of this Agreement. Plaintiffs and Class Counsel therefore hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees and costs arising from or relating to the individuals and matters identified in the Settlement Agreement. Further, Plaintiffs and Class Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Action.

8.3 The Fee Award shall be payable within ten (10) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit E**, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A. and Drury Legal, LLC, in accordance with wire instructions to be provided to the Settlement Administrator by Class Counsel and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then Class Counsel shall return such funds to Defendant. In addition, should any parties to the Undertaking dissolve, merge, declare bankruptcy,

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become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within thirty (30) days of such an occurrence.

8.4 Class Counsel intends to file a motion for Court approval of a Service Award for the Class Representative, to be paid out of the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement Fund. With no consideration having been given or received for this limitation, the Class Representative will seek no more than $5,000 as an incentive award. Such award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within thirty (30) days after the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) The Parties have executed this Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the California Rules of Court, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement

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shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of written notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 and 9.1-9.3 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Settlement Agreement. The Parties and their counsel will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. This paragraph shall not be construed to limit or impede the Notice contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement Agreement, Preliminary Approval, Final Approval, and any objection to the Settlement Agreement's terms. Defendant may also provide information about the Settlement Agreement to its customers, attorneys, members, partners, insurers, auditors, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement Agreement. Following the Effective Date, but not before, nothing in this provision shall be construed to prevent Class Counsel from including the Settlement in a list

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of comparable settlements for future settlement negotiations or from listing this Settlement on their firm websites, though such uses must be limited to (a) counsel's role in this action, and (b) the monetary settlement benefits provided for herein.

10.2 The Parties agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning all Released Claims, as well as the Action, the Settlement, this Settlement Agreement, and any discussions, interactions, or negotiations of the Settlement by the Parties and their counsel.

10.3 The Parties (1) acknowledge that it is their intent to consummate this Settlement Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.4 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class (with respect to the Released Claims, excepting therefrom any Unknown Claims) and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

10.5 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read

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and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.6 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

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(d) is, may be deemed, or shall be construed against the Defendant as an admission or concession with respect to class certification of the Settlement Class for any purpose other than effectuating this Settlement Agreement;

(e) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(f) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.7 No person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.8 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

10.9 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

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10.10 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.11 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.12 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Notwithstanding the provisions of this Paragraph, all representations by Plaintiff, Defendant, and their counsel set forth in the Parties' Term Sheet shall remain binding.

10.13 Except as otherwise provided herein, each Party shall bear its own costs.

10.14 Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that she is fully entitled to release the same. Plaintiff shall not exclude herself from the settlement.

10.15 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.16 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All

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executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.17 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.18 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision to the extent the Parties do not exercise their right to terminate under Sections 6 and 9

10.19 If any of the dates or deadlines specified in this Settlement Agreement falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day.

10.20 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

10.21 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.22 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.23 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

To Class Counsel:
Philip L. Fraietta,
Bursor & Fisher, P.A.
50 Main Street, Suite 475
White Plains, NY 10106

To Defendant's Counsel:
David P. Saunders
McDermott Will & Schulte LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606
dsaunders@mcdermottlaw.com

IT IS SO AGREED TO BY THE PARTIES:

Dated: May 22, 2026

VIRGINIA POLK

By: Virginia Polk (May 22, 2026 09:58:18 PDT)
Virginia Polk, individually and as representative of the Class

Dated: 5/22/2026

AMERICAN WELL CORP.

Signed by:
By: AED67CF10A574B2...

Name: Anna Nesterova

Title: Deputy General Counsel

IT IS SO STIPULATED BY COUNSEL:

Dated: May 22, 2026

BURSOR & FISHER, P.A.

By:
Philip L. Fraietta (State Bar No. 354768)
50 Main Street, Suite 475
White Plains, NY 10106
Telephone: (914) 874-0708
Email: pfraietta@bursor.com

Dated: May 22, 2026

DRURY LEGAL, LLC

By: Scott R. Drury (May 22, 2026 15:44:26 CDT)
Scott R. Drury (State Bar No. 355002)
6 Carriage Lane
Highwood, IL 60040
Telephone: (312) 358-8225
Email: scott@drurylegal.com

Class Counsel

Docusign Envelope ID: 26E02E1D-5F94-8025-834D-1BD7282293E8

Dated: 5/22/26

MCDERMOTT WILL & SCHULTE LLP

By: _____

David P. Saunders
444 West Lake Street, Suite 4000
Chicago, IL 60606
Telephone: (312) 803-8305
E-mail: dsaunders@mcdermottlaw.com

Attorney for Defendant

EXHIBIT A

Polk v. American Well Corp.

In the Superior Court of the State of California for the County of Sacramento
Case No. 25CV026746

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [_____], or submitted online on or before [_____].

Please read the full notice of this settlement (available at **[www.americanwellsettlement.com]**) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: File a Claim Form at **[www.americanwellsettlement.com]**.

MAIL: **[ADDRESS]**

PART ONE: CLAIMANT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME **LAST NAME**

STREET ADDRESS

CITY **STATE** **ZIP CODE**

EMAIL ADDRESS ASSOCIATED WITH YOUR FORMULA 1 ACCOUNT

PART TWO: PAYMENT SELECTION

You may be eligible to receive a cash payment if you used the appointment booking tool on the LiveHealth Online website (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.

Please select **one** of the following payment options:

Check ☐

Venmo ☐ Venmo Username: _____

PayPal ☐ PayPal Email: _____

PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that I have used the appointment booking tool on the LiveHealth Online website (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, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE	**DATE**

Please keep a copy of your Claim Form for your records.

EXHIBIT B

From: Administrator@americanwellsettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Polk v. American Well Corp., Case No. 25CV026746
(Superior Court of the State of California for the County of Sacramento)

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 authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, American Well Corp. ("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.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all Persons in the United States who used the appointment booking tool on the LiveHealth Online website (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.

What Can I Get? 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 (the "Fee Award"), and an incentive award (the "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 $[] per class member.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a written request to the Settlement Administrator no later than [**Date of objection/exclusion deadline**]. In your written request for exclusion, you must provide your name, address, the case name and case number, a clear statement that you wish to be excluded from the Settlement Class for the purposes of this settlement, and your signature. If you exclude yourself, you cannot get a

settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit.

Additionally, if you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than [**objection/exclusion deadline**].

Specific instructions about how to object to, or exclude yourself from, the Settlement Agreement are available at www.americanwellsettlement.com. If you file a claim or do nothing, and the Court approves the settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to Amwell's alleged acts and/or omissions will be released.

Who Represents Me? The Court has appointed lawyers Philip L. Fraietta of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC, to represent the class. These attorneys 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.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ p.m. on [date] in Courtroom [_] at the Sacramento County Hall of Justice, 813 6th Street, Sacramento, CA 95814. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for a Fee Award; and decide whether to award the Class Representative a Service Award of $5,000 from the Settlement Fund for her service in helping to bring and settle this case. Defendant has agreed allow Class Counsel to request reasonable attorneys' fees in an amount to be determined by the Court to be paid from the Settlement Fund. Class Counsel is entitled to seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

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

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.americanwellsettlement.com, contact the Settlement Administrator at 1-[ ]-[ ]-[ ] or LiveHealth Online Settlement Administrator, [address], or contact Class Counsel at info@bursor.com.

EXHIBIT C

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED 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.

LiveHealth Online Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

||||||||||||||||||||||||
Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

A settlement has been reached in a class action lawsuit claiming that Defendant, American Well Corp. ("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.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Class Members are all persons in the United States who used the appointment booking tool on the LiveHealth Online website (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.

What Can I Get? 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 ("the Fee Award"), and an incentive award (the "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 $[ ] per class member.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You may submit a Claim Form either electronically on the Settlement Website by visiting [www.americanwellsettlement.com], or by printing and mailing in a paper Claim Form, copies of which are available for download at the Settlement Website. Your payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

What are My Other Options? You may exclude yourself from the Class by sending a written request to the Settlement Administrator no later than [**objection/exclusion deadline**]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than [**objection/exclusion deadline**]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.americanwellsettlement.com]. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to Defendant's acts and /or omissions will be released.

Who Represents Me? The Court has appointed lawyers Philip L. Fraietta of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC, to represent the class. These attorneys 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.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ p.m. on [date] in Courtroom [ ] at the Sacramento County Hall of Justice, 813 6th Street, Sacramento, CA 95814. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for a Fee Award; and decide whether to award the Class Representative a Service Award of $5,000 from the Settlement Fund for her service in helping to bring and settle this case. Defendant has agreed to allow Class Counsel to request reasonable attorneys' fees in an amount to be determined by the Court to be paid from the Settlement Fund. Class Counsel is entitled to seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.americanwellsettlement.com, contact the Settlement Administrator at 1-___-___-____ or LiveHealth Online Settlement Administrator, [address], or contact Class Counsel at info@bursor.com.

LiveHealth Online Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SACRAMENTO

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

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 authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- 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), 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 $[] per class member.

- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING BY [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	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.

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

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), 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 member of the Settlement Class you may submit a Claim Form to receive a receive a *pro rata* (meaning equal) share of the Settlement Fund, estimated at $[] 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 [Final Approval Hearing Date]. 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 **[Claims Deadline]**. Claim Forms can be found and submitted by clicking here [hyperlink], or by printing and mailing a paper Claim Form, copies of which are available for download here [hyperlink].

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 forthe *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 **[objection/exclusion deadline]** to:

LiveHealth Online Settlement
0000 Street
City, ST 00000

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 [two weeks prior to objection deadline].

You must file any written objection with the Court and mail a copy to these two different places postmarked no later than **[objection deadline].**

Court	Class Counsel	Defendant's Counsel
The Hon. Richard K. Sueyoshi Sacramento County Hall of Justice 813 6th Street, Sacramento, CA 95814	Philip L. Fraietta Bursor & Fisher, P.A. 50 Main Street, Suite 475 White Plains, NY 10106	David P. Saunders McDermott Will & Schulte LLP 444 West Lake Street, Suite 4000 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 notwant 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 _____ p.m. on [date] in Courtroom [_] at the Sacramento County Hall of Justice, 813 6th 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.americanwellsettlement.com] or call [xxx-xxx-xxxx]. 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

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.americanwellsettlement.com. You may also write with questions to LiveHealth Online Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or contact Class Counsel at 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.

EXHIBIT E

BURSOR & FISHER, P.A.
Philip L. Fraietta (State Bar No. 354768)
50 Main Street, Suite 475
White Plains, NY 10106
Telephone: (914) 874-0708
Facsimile: (914) 206-3656
Email: pfraietta@bursor.com

DRURY LEGAL, LLC
Scott R. Drury (State Bar No. 355002)
6 Carriage Lane
Highwood, IL 60040
Telephone: (312) 358-8225
Email: scott@drurylegal.com

Class Counsel

MCDERMOTT WILL & SCHULTE LLP
Jon Hawk (State Bar No. 254350)
2049 Century Park East
Los Angeles, CA 90067
Telephone: (310) 788 4181
E-mail: jhawk@mwe.com

David P. Saunders
444 West Lake Street, Suite 4000
Chicago, IL 60606
Telephone: (312) 803-8305
E-mail: dsaunders@mwe.com

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

VIRGINIA POLK, individually and on behalf of all other persons similarly situated,

Plaintiff,

v.

AMERICAN WELL CORP.,

Defendant.

Case No. 25CV026746

STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS, AND EXPENSES

Plaintiff Virginia Polk ("Plaintiff") and Defendant American Well Corp., ("Defendant") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher, P.A. and Drury Legal, LLC (the "Firms") desire to give an undertaking (the "Undertaking") for repayment of their share of the award of attorneys' fees, costs, and expenses approved by the Court, and

WHEREAS, the Defendant does not object to the Undertaking.

NOW, THEREFORE, Plaintiff's counsel, on behalf of themselves as individuals and as agents for their law firms, hereby submit themselves and their law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the Firms and their shareholders, members, and/or partners submit to the jurisdiction of the Superior Court of the State of California for the County of Sacramento for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Approval Order and Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, the Firms shall, within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to the Firms from the Settlement Fund, including any and all accrued interest.

In the event the Final Approval Order and Final Judgment are upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firms shall within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees

and costs paid to the Firms from the Settlement Fund in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firms fail to repay to Defendant or to the Settlement Fund any of attorneys' fees and costs that are owed to either pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firms, summarily issue orders, including but not limited to judgments and attachment orders against the Firms, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firms.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

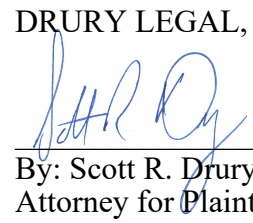
DATED: Dec. 30, 2025

BURSOR & FISHER, P.A.

By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.
Attorneys for Plaintiff Virginia Polk and Class Counsel

DATED: Jan. 2, 2026

DRURY LEGAL, LLC



By: Scott R. Drury, on behalf of Drury Legal, LLC
Attorney for Plaintiff Virginia Polk and Class Counsel

DATED: January 2, 2026

MCDERMOTT WILL & SCHULTE LLP

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By: Jon Hawk
Attorney for Defendant American Well Corp.