

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:

CHROME HOLDING CO. (f/k/a 23ANDME  
HOLDING CO.), *et al.*,<sup>1</sup>  
Debtors.

Case No. 25-40976-357  
Chapter 11

(Jointly Administered)

Related Doc. 1294

**ORDER (I) PRELIMINARILY APPROVING THE CANADIAN DATA BREACH  
SETTLEMENT AGREEMENT BETWEEN THE DEBTORS AND THE CANADIAN  
PLAINTIFFS; (II) PRELIMINARILY CERTIFYING A CLASS FOR SETTLEMENT  
PURPOSES ONLY; (III) APPROVING THE FORM AND MANNER OF NOTICE TO  
CLASS MEMBERS OF THE CLASS CERTIFICATION AND SETTLEMENT;  
(IV) SCHEDULING A FAIRNESS HEARING TO CONSIDER FINAL APPROVAL OF  
THE SETTLEMENT AGREEMENT; AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors and the Canadian Plaintiffs, for entry of an order (this “Order”) (a) preliminarily approving the settlement (the “Settlement”) contemplated in the settlement agreement attached hereto as **Exhibit A** (the “Canadian Data Breach Class Settlement Agreement”), between the Debtors and the Canadian Plaintiffs, on behalf of the Canadian Data Breach Settlement Class (together with the Debtors, the “Parties”); (b) certifying the Canadian Data Breach Settlement Class for settlement purposes only; (c) approving the form and manner of notice (the “Canadian Class Notice”) to Canadian Data Breach Class Members attached hereto as **Exhibit B**; (d) approving certain claim forms (the “Canadian Claim Forms”) attached hereto as **Exhibit C**; (e) approving the Canadian Data

<sup>1</sup> The Debtors in each of these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Chrome Holding Co. (0344), ChromeCo, Inc. (7371), Chrome Pharmacy Holdings, Inc. (4690), Lemonaid Community Pharmacy, Inc. (7330), Lemonaid Health, Inc. (6739), Lemonaid Pharmacy Holdings Inc. (6500), LPharm CS LLC (1125), LPharm INS LLC (9800), LPharm RX LLC (7746), LPRXOne LLC (3447), LPRXThree LLC (3852), and LPRXTwo LLC (1595). The Debtors’ service address for purposes of these chapter 11 cases is: 870 Market Street, Room 415, San Francisco, CA 94102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Breach Class Settlement Benefits Plan (the “Canadian Data Breach Settlement Class Benefits Plan”) attached hereto as **Exhibit D**; (f) approving the form and manner by which Canadian Data Breach Class Members may exclude themselves from the Settlement (the “Canadian Opt-Out Form”) attached hereto as **Exhibit E**; (g) approving the form and manner by which Canadian Data Breach Class Members may object to the Settlement or any related relief (the “Canadian Objection Form”) attached hereto as **Exhibit F**; (h) scheduling a fairness hearing to consider final approval of the Canadian Data Breach Settlement Agreement; and (i) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, the Canadian Data Breach Settlement Class and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing, if any, on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, Bankruptcy Rules

7023 and 9019, Rule 23 of the FRCP and all applicable law, the Canadian Data Breach Class Settlement Agreement is hereby preliminarily authorized and approved on the terms set forth herein.

3. The Canadian Data Breach Class Settlement Agreement was negotiated in good faith and is hereby preliminarily approved, subject to a final hearing.

4. The Court preliminarily certifies, for settlement purposes only pursuant to Rule 23 of the Federal Rules of Civil Procedure, made applicable hereto by Bankruptcy Rule 7023, the Canadian Data Breach Settlement Class defined as follows: the Canadian Data Breach Settlement Class includes any individual who (a) was a customer of the Debtors at any time between May 1, 2023 and October 1, 2023 (the “Cyber Security Incident Period”); (b) resided in Canada during the Cyber Security Incident Period; and (c) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident.

5. The Court preliminarily finds that the Canadian Data Breach Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: (a) the Canadian Data Breach Settlement Class is sufficiently numerous that joinder of all members is impracticable, (b) there are questions of law or fact common to the Canadian Data Breach Settlement Class, (c) the Canadian Plaintiffs’ claims are typical of those of the Canadian Data Breach Class Members, and (d) the Canadian Plaintiffs fairly and adequately protect the interests of the Canadian Data Breach Settlement Class. The Court further preliminarily finds that the Canadian Data Breach Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes: that common questions of law and fact predominate over questions affecting individual members, and a class action is a superior method

for fairly and efficiently adjudicating the claims of the Canadian Plaintiffs and class members.

6. The Court additionally finds that the Canadian Plaintiffs and Canadian Data Breach Class Counsel have adequately represented the class, the Canadian Data Breach Settlement Agreement was negotiated at arm's length, the relief provided by the Settlement is adequate, and the Settlement treats class members equitably relative to each other. The Court has preliminarily determined that the Settlement is fair, reasonable, and adequate based on the merits of the plaintiffs' case weighed against the terms of the settlement, the debtors' financial condition, the complexity and expense of further litigation, and the amount of opposition to the Settlement at this juncture.

7. Plaintiffs J.R. and M.M. are hereby appointed as class representatives for the Canadian Data Breach Settlement Class.

8. The law firm of KND Complex Litigation is hereby appointed as Canadian Data Breach Class Counsel.

9. The following schedule relating to the approval process for the Canadian Data Breach Settlement Agreement is approved; *provided* that the schedule may be modified as mutually agreed between the Debtors and Canadian Data Breach Class Counsel without further order of the Court:

EVENT	DEADLINE
23andMe shall, for the purpose of facilitating Notice, provide or cause to be provided to the Canadian Claims Administrator information about the Canadian Data Breach Class Members to effectuate the notice plan	No later than 30 days following entry of the Preliminary Approval Order
Plan Confirmation Hearing	November 19, 2025 or as soon as reasonably practicable

EVENT	DEADLINE
Substantial completion of distributing the Canadian Class Notice	14 calendar days following the Plan Confirmation Hearing
Canadian Data Breach Class Counsel shall file a motion for fees, expenses, costs and Service Awards	30 calendar days following the Plan Confirmation Hearing
Deadline for objections and opt outs	44 calendar days following the Plan Confirmation Hearing
Canadian Data Breach Class Counsel shall file all papers in support of the application for the Final Approval Order and Final Judgment	74 calendar days following the Plan Confirmation Hearing
Hearing on Final Approval of the Settlement	February 17, 2026 at 10:00 a.m., prevailing Central Time
Publication of notice regarding the Canadian Claims Process	14 calendar days following the entry of the Final Approval Order
Deadline for submitting a claim (“ <u>Canadian Claims Deadline</u> ”)	90 calendar days following publication of notice regarding the Canadian Claims Process

10. The form of the Canadian Class Notice (substantially in the form attached hereto as **Exhibit B**) concerning the Canadian Data Breach Class Settlement Agreement and the process Canadian Data Breach Class Members must follow to exclude themselves from or object to the Canadian Data Breach Class Settlement Agreement is hereby approved.

11. The Canadian Claim Form attached hereto as **Exhibit C** and the method of distributing benefits to Canadian Data Breach Class Members are hereby approved.

12. The Canadian Data Breach Settlement Class Benefits Plan attached hereto as **Exhibit D**, including the allocation of the Canadian Data Breach Settlement Distribution Fund, is hereby approved.

13. The Opt-Out Form attached hereto as **Exhibit E** and the Objection Form attached hereto as **Exhibit F** and the manner and method by which Canadian Data Breach Class Members may exclude themselves from the Settlement are hereby approved.

14. Concilia is hereby authorized to serve as the Canadian Claims Administrator.

15. Canadian Data Breach Class Counsel or their designee, including the Canadian Claims Administrator, shall bear the responsibility of the preparation and service of the Canadian Class Notice by (a) direct email to each Canadian Settlement Class Member at their email addresses associated with their 23andMe accounts; (b) direct email to persons who have contacted Canadian Data Breach Class Counsel; (c) direct mail to Canadian Data Breach Class Members who do not have a valid email address on file, or whose email address is invalid or otherwise results in a bounce following email notification; (d) publication on a dedicated website to be created by the Canadian Claims Administrator; (e) a one-time publication through the Canada Newswire in English and French; and (f) publication on Canadian Data Breach Class Counsel's website at <https://knd.law/class-actions/23-and-me/>.

16. Canadian Eligible Class Members shall be provided with the opportunity to opt out of the Canadian Data Breach Settlement Class by timely and validly making the appropriate election in the Solicitation Materials in accordance with the solicitation procedures approved by the Court in connection with the Disclosure Statement Motion.

17. Nothing herein modifies the Bar Date Order, including with respect to the Cyber Security Incident Bar Date, for any individual who did not timely file a Proof of Claim (including on account of any claims arising from or related to the Cyber Security Incident).

18. Canadian Data Breach Class Members who wish to object to the Settlement must send such objection, according to the instructions set out in the Canadian Class Notice, such that it is received by the Parties and filed with the Court no later than the objection deadline set forth in this Order and the Canadian Class Notice, which shall be set at forty-four (44) calendar days following the entry of an Order confirming the Plan.

19. The Court shall, if objections are filed, conduct a hearing for final consideration and approval of the Canadian Data Breach Class Settlement Agreement which hearing shall take place at least ninety (90) calendar days following the entry of an Order confirming the Plan.

20. No creditor, other than the Canadian Data Breach Class Members defined in the Canadian Data Breach Settlement Agreement, shall gain any rights by reason of the Canadian Data Breach Class Settlement Agreement. Nor shall the Canadian Data Breach Class Settlement Agreement be admissible and/or used in any fashion in any action by any creditors.

21. All of the Debtors' rights and defenses to any Claim that is not the subject of the Canadian Data Breach Class Settlement Agreement are expressly reserved.

22. In furtherance of this Order, the Canadian Data Breach Class Settlement Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by mutual agreement of the Parties without further order of the Court, provided such modification, amendment, or supplement is not material.

23. The failure to mention any provision of the Settlement in this Order shall not impair its efficacy, it being the intent and effect of this Order that the Settlement and the compromises and agreements contained therein are approved in all respects and all relief contemplated by the Settlement is hereby preliminarily granted; *provided* that, (a) for the avoidance of doubt, the releases contemplated in Section III of the Settlement Agreement are subject to entry of the Final Approval Order and upon entry thereof, such releases will be effective as of the Plan Effective Date; and (b) the language in Section II.C.3 requiring Canadian Data Breach Counsel to vote in favor of an Acceptable Plan shall be stricken.

24. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for,

or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim unless expressly contemplated herein; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

25. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

26. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

27. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

28. No later than two business days after the date of this Order, the Debtors shall



serve on the Notice Parties a copy of the Order and shall file a certificate of service no later than 24 hours after service.

29. The Final Approval Hearing is set for February 17, 2026 at 10:00 a.m., prevailing Central Time.

Dated: October 2, 2025  
St. Louis, Missouri  
cjs



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Brian C. Walsh  
United States Bankruptcy Judge

**Order Prepared By:**

**Carmody MacDonald P.C.**

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- and -

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*Counsel to the Debtors and Debtors in  
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**Exhibit A**

**Settlement Agreement**

**THIS SETTLEMENT AGREEMENT DOES NOT CONSTITUTE, AND SHALL NOT BE DEEMED, AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE DEBTORS OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY CHAPTER 11 PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.**

### AMENDED SETTLEMENT AGREEMENT

This *Amended Settlement Agreement* (“Agreement”) is made and entered into on September 5, 2025 (the “Effective Date”) by and among: the debtors and debtors in possession in the jointly administered chapter 11 cases of *In re 23andMe Holding Co., et al.* Case No. 25-40976-357 (BCW) (collectively, the “Debtors” and, the Debtors with their non-Debtor affiliates, “23andMe” or the “Company”) and the named plaintiffs (the “Canadian Plaintiffs”) in (i) *J.R. v. 23andMe Holding Co. et al.*, BCSC court file no. S-237147, Vancouver Registry, filed October 20, 2023; and (ii) *J.R. and M.M. v. 23andMe Holding Co. et al.*, BCSC court file no. S-246520, Vancouver Registry, filed September 18, 2024 (collectively, the “Canadian Class Actions”). The Debtors and Canadian Plaintiffs may be referred to individually as a “Party” and together as “Parties.”<sup>1</sup>

### RECITALS:

WHEREAS, in October 2023, the Company identified and disclosed a data breach (the “Cyber Security Incident”) which resulted in numerous actions being filed or otherwise threatened against the Company as well as the initiation of various governmental investigations.

WHEREAS, on October 20, 2023, the Canadian Plaintiffs filed a lawsuit against 23andMe, Inc. in the Supreme Court of British Columbia (the “Canadian Court”) alleging damages arising from the Cyber Security Incident.

WHEREAS, on November 24, 2023, plaintiff “Carolyn Rock” issued a statement of claim commencing a proposed class proceeding against 23andMe Holding Co. and 23andMe, Inc. in the Ontario Superior Court, court file no. CV-23-00710212-00CP (the “Ontario Action”).

WHEREAS, on April 11, 2024, plaintiff in the Ontario Action agreed to stay its proceeding in favor of the Canadian Class Actions.

WHEREAS, on September 18, 2024, the Canadian Plaintiffs filed a lawsuit against the Debtors and certain non-debtor individuals and entities, including certain of the Debtors’ current or former directors and/or officers (the “D&O’s”) and the Debtors’ auditor, KPMG LLP (United States) (“KPMG”), in the Canadian Court alleging damages from the Cyber Security Incident.

WHEREAS, on March 23, 2025, each Debtor filed a voluntary petition for relief with the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”) under chapter 11 of title 11 of the United States Code.

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order (as defined herein).

WHEREAS, on April 30, 2025, the Bankruptcy Court entered the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof and (II) Granting Related Relief* [Docket No. 349] (the “Bar Date Order”), establishing, among other things, July 14, 2025 as the deadline to file claims arising out of or related to the Cyber Security Incident.

WHEREAS, on May 26, 2025, with consent from the Canadian Plaintiffs, the Canadian Court recognized the Debtors’ chapter 11 cases as a “foreign main” proceeding pursuant to the *Companies’ Creditors Arrangement Act* (Canada) and granted other related relief, *In the Matter of the Companies’ Creditors Arrangement Act, R.S.C.1985, c. C-36 as amended, and In the Matter of 23andMe Holding Co. and 23andMe, Inc.*, Case No. VLC-S-253696 (Can. B.C. S.C.).

WHEREAS, on June 5, 2025, the Bankruptcy Court entered the *Stipulation and Agreed Order Providing for a Temporary Stay of the Canadian Proceedings* [Docket No. 655], extending the automatic stay to the D&Os and KPMG.

WHEREAS, on August 12, 2025, the Debtors and the Canadian Plaintiffs executed a settlement agreement (the “Original Settlement Agreement”) to resolve issues concerning Canadian Counsel’s authorization to file a class proof of claim on behalf of the Canadian Plaintiffs and the putative class members in the Canadian Class Actions (the “Rule 7023 Issues”).

WHEREAS, the Debtors and the Canadian Plaintiffs have agreed to modify the terms of the settlement as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties represent, warrant, consent, and agree as follows:

- I. **Adoption of Recitals.** The above recitals are true and correct, are incorporated herein by this reference, and constitute a part of this Agreement.
- II. **Settlement Terms.** Subject to the conditions set forth in this Agreement, the Parties agree as follows:
  - A. Counsel (“Canadian Counsel”) to the named plaintiffs in the Canadian Class Actions may file one, consolidated class proof of claim (“Canadian Class POC”) on behalf of the Canadian Plaintiffs and any individual who (i) was a customer of the Debtors at any time between May 1, 2023 through October 1, 2023 (the “Cyber Security Incident Period”); (ii) resided in Canada during the Cyber Security Incident Period; and (iii) received a notice from the Debtors notifying the customer that their personal information was compromised in the Cyber Security Incident (together with the Canadian Plaintiffs, the “Canadian Settlement Class Members”), subject to the following:

1. The Canadian Class POC must be submitted on or before the Cyber Security Incident Bar Date (*i.e.*, July 14, 2025);
  2. The Canadian Class POC may be filed in an amount determined by Canadian Class Counsel in accordance with applicable law;
  3. Notwithstanding the filed amount of the Canadian Class POC, subject to the occurrence of the Plan Effective Date (as defined below) and as of the date this Agreement is approved by the appropriate court(s) on a final basis, the Canadian Class POC shall be deemed to be an allowed claim in the amount of US\$3,250,000.00 (the “Canadian Class Allowed Claim”) and the recovery on account of the Canadian Class Allowed Claim will not exceed US\$3,250,000.00 of distributions; and
  4. The Canadian Class POC shall be administered and reconciled, as applicable, in the U.S. in accordance with the claims administration process set forth in an Acceptable Plan.
- B. Pursuant to this Agreement, and for settlement purposes only, the Debtors hereby agree to the certification of the Canadian Settlement Class Members under Rule 7023 of the Bankruptcy Rules.
- C. Pursuant to this Agreement, Canadian Counsel and Canadian Plaintiffs further agree to the following:
1. Canadian Counsel shall engage in good faith negotiations with the Debtors regarding the terms of a mutually acceptable chapter 11 plan which is in all material respects consistent with this Agreement (an “Acceptable Plan”), and Canadian Counsel agrees that any plan that is in material respects consistent with this Agreement constitutes an Acceptable Plan;
  2. If an Acceptable Plan has been filed, and such Acceptable Plan contemplates separate classification of Canadian Settlement Class Members from general unsecured creditors, Canadian Counsel and Canadian Plaintiffs shall support such separate classification; *provided* that such class of Canadian Settlement Class Members receives pro rata treatment with all other general unsecured classes on account of any allowed Canadian Class POC, unless otherwise agreed by Canadian Counsel, in accordance with the Bankruptcy Code;
  3. Canadian Counsel, on behalf of the Canadian Settlement Class Members, shall vote in favor of the Acceptable Plan and will use commercially reasonable efforts to encourage Canadian Settlement Class Members who file individual proofs of claim to support and vote in favor of an Acceptable Plan, including but not limited to submitting a letter of support for such plan to be included as part of the solicitation package; *provided* that the costs and expenses associated with sending such a letter of support shall in no event be borne by Canadian Counsel or Canadian Settlement Class Members;

4. If an Acceptable Plan contemplates certification of a settlement class comprised of Canadian Settlement Class Members pursuant to applicable laws which shall be determined upon good faith negotiation between the Debtors and Canadian Counsel on behalf of the Canadian Settlement Class Members, the Debtors shall seek approval of a process whereby;
  - a. The funds approved for the Canadian Class Allowed Claim will be placed in a separate trust, sub-trust or similar vehicle (the “Canadian Data Breach Class Settlement Fund”) controlled by Canadian Counsel for the benefit of Canadian Settlement Class Members and, if and to the extent approved by the appropriate court(s), Canadian Counsel;
  - b. Canadian Counsel shall oversee distribution of the Canadian Data Breach Class Settlement Fund pursuant to a proposed benefits plan approved by the appropriate court(s) (the “Canadian Class Benefits Plan”), with the costs of administering the Canadian Data Breach Class Settlement Fund and the Canadian Class Benefits Plan paid from the Canadian Data Breach Class Settlement Fund;
  - c. The Canadian Class Benefits Plan shall include the ordinary terms of approval process of the Canadian Data Breach Class Settlement Fund, including but not limited to the dissemination of appropriate notice to the Canadian Settlement Class Members, as approved by the appropriate court(s), the costs of which shall be paid from the Canadian Data Breach Class Settlement Fund in amounts approved by the appropriate court(s);
  - d. Any Canadian Settlement Class Member that individually and timely filed a valid proof of claim (“POC”) shall have the opportunity to “opt out” of the Canadian Class Benefits Plan by timely and validly electing to opt out of the Canadian Class Benefits Plan. Any Canadian Class Member that fails to timely opt out of the Canadian Class Benefits Plan shall receive benefits as set forth in the Canadian Class Benefits Plan, and may not maintain a separate POC in the bankruptcy or otherwise assert or continue their claim in the Canadian Class Actions. Any Canadian Settlement Class Member that opts out may be placed in a separate class under the Plan;
  - e. If more than 10% of the Canadian Settlement Class Members who filed individual POCs opt out of the Canadian Class Benefits Plan (the “Opt-Out Percentage”), the Debtors shall have the option to provide Canadian Counsel with notice terminating the Agreement and the Debtors’ right to object to the allowance and full amount of the Canadian Class POC shall be fully preserved; and

- f. In the event that the Opt-Out Percentage is triggered and the Debtors exercise the option to terminate the Agreement, any and all obligations imposed on the parties pursuant to this Agreement shall be terminated, and this Agreement shall be without prejudice to either of the Parties' respective rights, claims and/or defenses in the Canadian Class Actions.
- 5. Upon the Acceptable Plan becoming effective in accordance with its terms (the "Plan Effective Date") and the funding of the Canadian Data Breach Class Settlement Fund, Canadian Plaintiffs shall promptly move to dismiss the Canadian Class Actions with prejudice and without costs to any Party and the Canadian Settlement Class Members' claims against the Debtors, the Debtors' D&Os as well as KPMG arising from or related to the Canadian Class Actions shall be finally and fully compromised, settled, and released; *provided* that the Canadian Plaintiffs agree to further stay the Canadian Class Actions until the earlier of (a) the funding of the Canadian Data Breach Class Settlement Fund or (b) termination of this Agreement in accordance with the terms herein.
- 6. Upon the Plan Effective Date and the funding of the Canadian Data Breach Class Settlement Fund, Canadian Plaintiffs shall promptly move, and/or shall cause that a motion be brought, to dismiss the Ontario Action with prejudice and without costs to any Party and the Canadian Settlement Class Members' claims against the Debtors asserted in this proceeding shall be finally and fully compromised, settled, and released; *provided* that the Canadian Plaintiffs agree to further stay the Ontario Action until the earlier of (a) the funding of the Canadian Data Breach Class Settlement Fund or (b) termination of this Agreement in accordance with the terms herein.
- D. Canadian Counsel and Canadian Settlement Class Members shall not use this Agreement to argue that any class has been properly pleaded or accepted by the Debtors for purposes of the Canadian Class Actions. Parties to this Agreement reserve all rights and remedies available to such Parties in the Canadian Class Actions if they proceed other than by way of an Acceptable Plan.
- E. If this Agreement is not consummated in accordance with the terms outlined herein, any and all obligations imposed on the Parties pursuant to this Agreement shall be terminated, and this Agreement shall be without prejudice to either of the Parties' respective rights, claims and/or defenses in the Canadian Class Actions.
- F. The Debtors and the Canadian Plaintiffs in the Canadian Class Actions shall forthwith bring an application for recognition in the Supreme Court of British Columbia of any order entered by the Bankruptcy Court approving the terms of this Agreement.
- G. The order under rules 9019 and 7023 of the Federal Rules of Bankruptcy Procedure approving and implementing the terms of this Agreement on a final basis (the "Final Approval Order") shall, among other things, provide for the allowance of the Canadian Class Allowed Claim under rule 9019 settlement



approval standards; accordingly, all other parties in interest shall have the opportunity to object to allowance of the Canadian Class Allowed Claim by way of an objection to the Final Approval Order; *provided further* that the hearing to consider the Agreement on a final basis shall not take place before an Acceptable Plan goes effective in accordance with its terms; *provided further* that Canadian Counsel may commence the process for noticing Canadian Settlement Class Members regarding the settlement contemplated in this Agreement prior to entry of the Final Approval Order so long as such process is commenced no earlier than the date the Bankruptcy Court enters an order confirming a plan in these chapter 11 cases.

### **III. Mutual Releases.**

- A. Upon the Plan Effective Date, Canadian Counsel, Canadian Plaintiffs, and the Canadian Settlement Class Members (the “Canadian Class Action Parties”) shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge the Debtors and any of their respective members, shareholders, affiliates, related entities, current and former officers, directors, employees, principals, auditors, agents, successors, predecessors, and representatives (the “Debtor Released Parties”) for any claims arising out of the Cyber Security Incident that the Canadian Class Action Parties can, shall, or may have against the Debtor Released Parties, whether known or unknown, accrued, or unaccrued, fixed or contingent, prepetition or postpetition, secured, unsecured or priority, which may presently exist or arise in the future.
- B. Upon the Plan Effective Date, the Debtors and any of their respective members, shareholders, affiliates, related entities, current and former officers, directors, employees, principals, agents, successors, predecessors, and representatives shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge Canadian Class Action Parties for any claims arising out of the Cyber Security Incident, including any claims arising out of or related in any way to the institution, prosecution or settlement of the Canadian Class Actions against 23andMe Inc., that the Debtors can, shall, or may have against the Canadian Class Action Parties, whether known or unknown, accrued, or unaccrued, fixed or contingent, prepetition or postpetition, secured, unsecured or priority, which may presently exist or arise in the future.
- C. The Parties agree that the releases set forth herein shall be construed as broadly as possible, except that the obligations of the Parties as set forth in this Agreement shall not be released.

- IV. **Further Assurances.** Each of the Parties shall execute and deliver to the other all such other documents as may reasonably be requested to accomplish whatever may be contemplated pursuant to this Agreement, and hereby agree to do and perform all acts, and to make, execute, and deliver all instruments and documents necessary to perform the obligations or consummate the transactions contemplated by this Agreement.



- V. **Non-Waiver.** The failure of any Party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that Party thereafter from enforcing each and every provision of this Agreement. The rights granted to the Parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such Party's right to assert all other legal remedies available to it under the circumstances.
- VI. **Prevailing Party.** Except as otherwise provided in this Agreement, the Parties acknowledge and agree that each of them, as between them, will bear their own costs, expenses, and attorneys' fees arising out of the negotiation, preparation, and execution of this Agreement, and all matters arising out of or connected therewith.
- VII. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes any and all other understandings and agreements between the Parties with respect to the subject matter hereof, including the Original Settlement Agreement, and no representation, statement, or promise not contained herein shall be binding on either Party. This Agreement may be modified, changed, amended, or otherwise altered only by a written amendment signed by each Party.
- VIII. **Execution in Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by photocopy, facsimile, electronic, email, or other copies of signatures shall have the same effect as an ink-signed original.
- IX. **Binding Nature of the Agreement on the Debtors' Estates.** Subject to Bankruptcy Court approval of this Agreement, this Agreement shall be binding upon the Debtors and any subsequently appointed chapter 11 or chapter 7 trustee and shall be enforceable by the Canadian Plaintiffs against the Debtors and their estates both during these chapter 11 cases and, if applicable, after conversion to chapter 7 or the dismissal of the chapter 11 cases.
- X. **Review by Counsel; Voluntary Agreement.** The Parties confirm they have had the terms of this Agreement explained to them by their attorneys, and by executing this Agreement they represent that they are relying upon their own judgment and the advice of the counsel of their choice and are not relying upon any recommendations or representations of any opposing party, opposing counsel, or other representative, other than those representations expressly in this Agreement.
- XI. **Jointly Drafted.** The Parties to this Agreement have cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against either Party on the basis that the Party was the drafter.
- XII. **Cooperation and Best Efforts.** The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties thereto, and the Parties shall use their reasonable best efforts to obtain Bankruptcy Court approval.

- XIII. **Authority.** Subject to approval of the Bankruptcy Court, the individuals executing this Agreement on behalf of the Parties have the full power and lawful authority to execute and deliver this Agreement, as well as all of the other documents executed or delivered, or to be executed or delivered, by the Parties in connection herewith, to perform the obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Parties, the performance of the obligations hereunder, and the consummation by the Parties of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Parties and no other corporate proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Subject to approval of the Bankruptcy Court, each of the documents in connection herewith to which the Parties are, or will be, a party, has been, or will be, duly and validly executed and delivered by the Parties, and, assuming the due authorization, execution, and delivery of the documents by the other Parties, are (or when executed and delivered will be) legal, valid, and binding obligations of the Parties.
- XIV. **Governing Law.** The exclusive jurisdiction for any dispute related to this Agreement, including interpretation and enforcement thereof, shall be the Bankruptcy Court.
- XV. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, all other parts shall remain fully valid and enforceable.
- XVI. **Court Approvals.** The execution and delivery of this Agreement by the Parties, the performance of the obligations hereunder, and the consummation by the Parties of the transactions contemplated hereby are all dependent on and subject to (a) the entry of any order by the Bankruptcy Court approving the Agreement in full, which may include the order confirming a chapter 11 plan and (b) recognition and/or approval of the Agreement by the Supreme Court of British Columbia. Absent such an order, this Agreement and all the provisions hereunder will be of no effect.
- XVII. **Notice.** Where this Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email to the representatives for the Party to whom notice is being provided, as identified below:

For the Canadian Plaintiffs and Canadian Counsel:

Attn: Eli Karp | Sage Nematollahi | Taek Soo Shin  
KND Complex Litigation  
401 – 2300 Yonge Street  
Toronto, ON  
Canada M4P 1E4  
[ek@knd.law](mailto:ek@knd.law) | [sn@knd.law](mailto:sn@knd.law) | [ts@knd.law](mailto:ts@knd.law)

For the Debtors:

Attn: Paul Basta | Christopher Hopkins | Jessica Choi | Grace Hotz  
Paul, Weiss, Rifkind, Wharton & Garrison

1285 Avenue of the Americas  
New York, New York 10019

[pbasta@paulweiss.com](mailto:pbasta@paulweiss.com) | [chopkins@paulweiss.com](mailto:chopkins@paulweiss.com) | [jchoi@paulweiss.com](mailto:jchoi@paulweiss.com) |  
[ghotz@paulweiss.com](mailto:ghotz@paulweiss.com)

**XVIII. Choice of Language.** It is the express wish of the parties that this Agreement be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés seulement en anglais.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED by each of the signing parties below, who each warrant and represent that they have read and understand the foregoing Agreement and are entering into the foregoing Agreement voluntarily and without any duress or undue influence, and that each had the opportunity to consult with legal counsel of their own choosing before signing:

/s/ Sage Nematollahi

**KND COMPLEX LITIGATION**

Sage Nematollahi (admitted *pro hac vice*)

Yonge Eglinton Centre

Suite 401, 2300 Yonge Street

Toronto, Ontario M4P 1E4

Email: [sn@knd.law](mailto:sn@knd.law)

Telephone: 236-888-7700

*On behalf of the Canadian Plaintiffs*

*/s/ Christopher Hopkins*

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**PAUL, WEISS, RIFKIND, WHARTON &  
GARRISON LLP**

Paul M. Basta (admitted *pro hac vice*)

Christopher Hopkins (admitted *pro hac vice*)

Jessica I. Choi (admitted *pro hac vice*)

Grace C. Hotz (admitted *pro hac vice*)

1285 Avenue of the Americas

New York, New York 10019

Telephone: (212) 373-3000

Facsimile: (212) 757-3990

Email: pbasta@paulweiss.com

chopkins@paulweiss.com

jchoi@paulweiss.com

ghotz@paulweiss.com

*On behalf of the Debtors and Debtors in Possession*

**Exhibit B**

**Canadian Class Notice**

## **In re 23andMe Canadian Consumer Privacy Class Action**

### **SHORT-FORM NOTICE OF PROPOSED CANADIAN SETTLEMENT**

In October 2023 and September 2024, class actions were filed (“**Canadian Class Actions**”) in the Supreme Court of British Columbia (“**Canadian Court**”) on behalf of Canadian customers of Chrome Holding Co. (formerly known as 23andMe Holding Co.) and ChromeCo, Inc. (formerly known as 23andMe, Inc.) (collectively, “**23andMe**”)<sup>1</sup> who were affected in a data security breach that 23andMe identified and disclosed in October 2023 (“**Cyber Security Incident**”). The defendants in the class actions are 23andMe, certain of 23andMe’s former directors and officers and its auditors, KPMG LLP (United States) (collectively with 23andMe, the “**Defendants**”).

The Plaintiffs and 23andMe have reached a settlement (“**Proposed Canadian Settlement**”) as part of 23andMe’s insolvency proceedings (“**Chapter 11 Proceedings**”) under chapter 11 of title 11 of the United States Code, which was commenced in March 2025 in the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division (“**United States Bankruptcy Court**”).

The Proposed Canadian Settlement covers any individual who (i) was a customer of 23andMe at any time between May 1, 2023 through October 1, 2023 (the “**Cyber Security Incident Period**”); (ii) resided in Canada during the Data Security Incident Period; and (iii) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident (together with the Canadian Plaintiffs, the “**Canadian Data Breach Class Members**”).

Subject to the implementation and administration of a chapter 11 plan filed and to be confirmed by the United States Bankruptcy Court, the Proposed Canadian Settlement provides for the payment of US\$3.25 million (approximately, C\$ [REDACTED]), in full and final settlement of the claims advanced against 23andMe in the Canadian Class Actions. As part of the Proposed Canadian Settlement, the claims against the other Defendants will be dismissed on a with prejudice and without costs basis.

The net proceeds of the Proposed Canadian Settlement, after deduction of legal fees to be calculated at 33% of US\$3.25 million (or, approximately, US\$1.07 million), disbursements, administration and other costs, honorarium and other expenses, and applicable taxes, will be paid to eligible Canadian Data Breach Class Members in accordance with the Canadian Data Breach Settlement Class Benefits Plan.

The Proposed Canadian Settlement is not an admission of liability on the part of 23andMe, who denies the allegations and vigorously defend the actions against them. The Proposed Canadian

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<sup>1</sup> On July 27, 2025, the Bankruptcy Court in *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976 (Bankr. E.D. Mo.) approved the sale of 23andMe Holding Co. and 23andMe, Inc.’s assets to TTAM Research Institute, which sale was completed on July 14, 2025. After the completion of the sale, 23andMe Holding Co. and 23andMe, Inc. formally changed their legal names to Chrome Holding Co. and ChromeCo, Inc., respectively. For ease of reference, Chrome Holding Co. and ChromeCo, Inc. are collectively referenced herein as “23andMe”.

Settlement represents a compromise of disputed claims. The Proposed Canadian Settlement is subject to approval of the United States Bankruptcy Court and the Canadian Court.

Copies of the Settlement Agreement, the Canadian Data Breach Settlement Class Benefits Plan, and other important documents and information, are available on the website of [claims administrator].

The United States Bankruptcy Court will hear an application for final approval of the Proposed Canadian Settlement on [REDACTED], 2026, to be followed by an application for final approval of the Proposed Canadian Settlement by the Canadian Court.

The Canadian Data Breach Class Members who timely filed individual proofs of claims within 23andMe's Chapter 11 Proceedings were previously given an opportunity to opt-out (meaning to exclude themselves) from the Proposed Canadian Settlement as part of the solicitation process in relation to 23andMe's chapter 11 Plan.

Furthermore, certain Canadian Data Breach Class Members are being again provided with the opportunity to opt out (meaning to exclude themselves) from the Proposed Canadian Settlement. Any Canadian Data Breach Class Member who wishes to opt-out must complete and submit the Canadian Settlement Opt-Out Form approved by the Court and available [here], and submit the completed Canadian Settlement Opt-Out Form by email to [claims administrator at email] by no later than 11:59 p.m., Pacific Time, on [REDACTED], 20[REDACTED]. Please note, however, that any Canadian Data Breach Class Members who (a) timely filed individual proofs of claim within 23andMe's Chapter 11 Proceedings and (b) did not timely or validly opt out as part of the solicitation process in relation to 23andMe's chapter 11 Plan, may no longer opt out by submitting an opt-out form. Further, please note that a Canadian Data Breach Class Member who validly opts out will only retain the rights to sue, continue to sue, or pursue claims arising out of the Cyber Security Incident that are not otherwise barred or released as part of the Chapter 11 Proceedings, and will be barred from pursuing any and all claims they may have against Chrome Holding Co. and ChromeCo, Inc. Any Canadian Data Breach Class Members who wishes to opt out is advised to seek independent legal advice before doing so.

Any person who wishes to object to the Proposed Canadian Settlement or any related matter, including the Canadian Data Breach Settlement Class Benefits Plan or the legal fees to be requested, must complete the Canadian Settlement Objection Form, in the form approved by the Court and available [here], and submit the completed Canadian Settlement Objection Form by email to [claims administrator at email] by no later than 11:59 p.m., Pacific Time, on [REDACTED], 20[REDACTED]. Please note that the United States Bankruptcy Court and the Canadian Court may approve the Proposed Canadian Settlement and related matters if considering all circumstances the courts conclude that they are fair, reasonable and in the best interests of the Canadian Data Breach Class Members.

Unless you wish to opt out or object to the Proposed Canadian Settlement or related matters, you need not do anything at this time. If the United States Bankruptcy Court and the Canadian Court approve the Proposed Canadian Settlement, a further notice will be issued which will provide information concerning the claims process and instructions for Canadian Data Breach Class Members to submit a claim for compensation.

Please review the Long-Form Notice of Proposed Canadian Settlement for further details and important deadlines, available [\[here\]](#).

The Canadian Claims Administrator in relation to this settlement is [Concilia Services Inc.](#), and they may be contacted at [\[CONTACT INFORMATION\]](#).

The Toronto-based law firm of KND Complex Litigation is the Canadian Data Breach Class Counsel, and may be contacted as follows:

Sage Nematollahi  
KND Complex Litigation  
[23andMe@knd.law](mailto:23andMe@knd.law)

The Canadian Class Actions are distinct and independent of the class action proceedings brought and pending in the United States. The Proposed Canadian Settlement is **NOT** available to persons other than the Canadian Data Breach Class Members.



## **In re 23andMe Canadian Consumer Privacy Class Action**

***J.R. v. 23andMe Holding Co. et al.*, BCSC court file no. S-237147, Vancouver Registry, filed October 20, 2023; and *J.R. and M.M. v. 23andMe Holding Co. et al.*, BCSC court file no. S-246520 (“Canadian Class Actions”)**

### **LONG-FORM NOTICE OF PROPOSED CANADIAN SETTLEMENT**

**THE PUBLICATION OF THIS LONG-FORM NOTICE HAS BEEN APPROVED BY THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION (“UNITED STATES BANKRUPTCY COURT”) SUPREME COURT OF BRITISH COLUMBIA (“CANADIAN COURT”).**

**PLEASE REVIEW THIS NOTICE CAREFULLY  
AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

#### **A. INTRODUCTION**

In October 2023 and September 2024, the Canadian Class Actions were filed in the Supreme Court of British Columbia (“**Canadian Court**”) on behalf of Canadian customers of Chrome Holding Co. (formerly known as 23andMe Holding Co.) and ChromeCo, Inc. (formerly known as 23andMe, Inc.) (collectively, “**23andMe**”)<sup>2</sup> who were affected in a data security breach that 23andMe identified and disclosed in October 2023 (“**Cyber Security Incident**”). The defendants in the Canadian Class Actions are 23andMe, certain of 23andMe’s former directors and officers and its auditors, KPMG LLP (United States) (collectively with 23andMe, the “**Defendants**”).

The Canadian Class Actions sought compensation on behalf of all persons residing in Canada whose sensitive personal information was affected as a result of the Cyber Security Incident (“**Canadian Data Breach Class**” and members of the Canadian Data Breach Class, “**Canadian Data Breach Class Members**”).

The Toronto-based law firm of KND Complex Litigation is Counsel to the Plaintiffs and the class in the class actions (“**Canadian Data Breach Class Counsel**”).

#### **B. OVERVIEW OF THE PROPOSED CANADIAN SETTLEMENT**

The Plaintiffs and 23andMe have reached a settlement (“**Proposed Canadian Settlement**”) as part of 23andMe’s insolvency proceedings (“**Chapter 11 Proceedings**”) under chapter 11 of title

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<sup>2</sup> On July 27, 2025, the Bankruptcy Court in *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976 (Bankr. E.D. Mo.) approved the sale of 23andMe Holding Co. and 23andMe, Inc.’s assets to TTAM Research Institute, which sale was completed on July 14, 2025. After the completion of the sale, 23andMe Holding Co. and 23andMe, Inc. formally changed their legal names to Chrome Holding Co. and ChromeCo, Inc., respectively. For ease of reference, Chrome Holding Co. and ChromeCo, Inc. are collectively referenced herein as “23andMe”.

11 of the United States Code, which was commenced in March 2025 in the United States Bankruptcy Court.

Subject to the implementation and administration of a chapter 11 plan filed and to be confirmed by the United States Bankruptcy Court, the Proposed Canadian Settlement provides for the payment of US\$3.25 million (approximately, C\$ [REDACTED]), in full and final settlement of the claims advanced against 23andMe in the Canadian Class Actions. As part of the Proposed Canadian Settlement, the claims against the other Defendants will be dismissed on a with prejudice and without costs basis.

The net proceeds of the Proposed Canadian Settlement, after deduction of legal fees to be calculated at 33% of US\$3.25 million (or, approximately, US\$1.07 million), disbursements, administration and other costs, honorarium and other expenses, will be paid to eligible Canadian Data Breach Class Members in accordance with the Canadian Data Breach Settlement Class Benefits Plan.

The Proposed Canadian Settlement was negotiated as part of 23andMe's Chapter 11 Proceedings. Pursuant to the terms of the plan filed in the Chapter 11 Proceedings and to be confirmed by the United States Bankruptcy Court, the Proposed Canadian Settlement provides for full and final releases. The terms of the Proposed Canadian Settlement are consistent with those achieved in similar insolvency and class action proceedings.

The Proposed Canadian Settlement is not an admission of liability on the part of 23andMe, who denies the allegations. The Proposed Canadian Settlement represents a compromise of disputed claims. The Proposed Canadian Settlement is subject to approval of the United States Bankruptcy Court and the Canadian Court.

This Long-Form Notice of Proposed Canadian Settlement provides details regarding the Proposed Canadian Settlement, the path forward, and the options available to the Canadian Data Breach Class Members at this time.

Note that the Canadian Class Actions are distinct and independent of the class action proceedings brought and pending in the United States. The Proposed Canadian Settlement is **NOT** available to persons other than the Canadian Data Breach Class Members.

### **C. OVERVIEW OF THE CANADIAN DATA BREACH SETTLEMENT CLASS BENEFITS PLAN**

The Canadian Data Breach Settlement Class Benefits Plan provides for objective criteria to validate and determine the claim of each eligible Canadian Data Breach Class Member who submits a timely and valid claim for compensation in accordance with the claims process to be established by the courts.

#### **i. The formation of the Canadian Data Breach Settlement Distribution Fund**

The Proposed Canadian Settlement would provide for a payment of US\$3.25 million for the benefit of the Canadian Data Breach Class Members. The United States Bankruptcy Court and the Canadian Court will be asked to approve the payment of legal fees (at 33% of the gross

recovery), plus administration and other costs and expenses, plus applicable taxes, from the settlement amount.

After the deduction of those expenses, Canadian Data Breach Class Counsel expect that approximately US\$1.68 million (approximately CA\$ ) will be available for distribution amongst the Canadian Data Breach Class Members (“**Canadian Data Breach Settlement Distribution Fund**”). The breakdown of those legal fees and administrative and other expenses is expected to be as follows:

(a)	Gross Canadian Data Breach Settlement Amount	US\$3.25 million
(b)	Canadian Data Breach Class Counsel Legal Fees	US\$1.07 million
(c)	Tax on Legal Fees	US\$0.14 million
(d)	Canadian Data Breach Class Counsel Disbursements	US\$0.1 million
(e)	Administration Expenses	US\$0.26 million
(f)	Total Fees and Expenses (b)+(c)+(d)+(e)	US\$1.57 million
(g)	Canadian Data Breach Settlement Distribution Fund (a) - (f)	US\$1.68 million

**ii. The Allocation of the Canadian Data Breach Settlement Distribution Fund into: (1) the Canadian Extraordinary Claims Distribution Fund; and (2) the Canadian Ordinary Claims Distribution Fund**

Fifty percent of the Canadian Data Breach Settlement Distribution Fund will be initially allocated to a fund to be called the Canadian Extraordinary Claims Distribution Fund. The other fifty percent of the Canadian Data Breach Settlement Distribution Fund will be allocated to a fund to be called the Canadian Ordinary Claims Distribution Fund.

**iii. Administration of the Canadian Extraordinary Claims Distribution Fund**

Canadian Data Breach Class Counsel expect the Canadian Extraordinary Claims Distribution Fund will include US\$0.84 million (approximately CA\$ ). Each Canadian Data Breach Class Member who has incurred any of the following out of pocket expenses may submit a claim for up to CA\$2,500 against the Canadian Extraordinary Claims Distribution Fund:

- (a) unreimbursed costs associated with the purchase of a physical security or monitoring system;
- (b) unreimbursed costs associated with seeking professional mental health counseling or treatment; and/or
- (c) any other documented, unreimbursed, out-of-pocket expense that the eligible Canadian Data Breach Class Member proves was incurred as a direct result of, and in response to, the Cyber Security Incident.

To be eligible, a Canadian Data Breach Class Member who submits an extraordinary claim must submit documentation proving that such expenses were incurred, and that they were incurred between October 1, 2023 and March 31, 2024.

The Canadian Claims Administrator will review and determine the extraordinary claims. If the amount available in the Canadian Extraordinary Claims Distribution Fund is less than the aggregate value of the approved extraordinary claims, the Canadian Claims Administrator will pro rate the available funds amongst the claimants based on the value of their approved extraordinary claims. If the amount available in the Canadian Extraordinary Claims Distribution Fund is greater than the value of the approved extraordinary claims, the Canadian Claims Administrator will pay the extraordinary claims in full and remit the balance remaining in the Canadian Extraordinary Claims Distribution Fund into the Canadian Ordinary Claims Distribution Fund.

#### **iv. Administration of the Canadian Ordinary Claims Distribution Fund**

Canadian Data Breach Class Counsel expect the Canadian Ordinary Claims Distribution Fund will include a minimum of US\$0.84 million (approximately **CAS** ).

The Canadian Claims Administrator will distribute this fund amongst all eligible claimants equally without the need to provide further proof or documentation.

Canadian Data Breach Class Counsel expect that approximately 64,000 eligible Canadian Data Breach Class Members will submit eligible claims for compensation. On an equally pro-rated basis, Canadian Data Breach Class Counsel expect that the Canadian Ordinary Claims Distribution fund will result in a payment of approximately CA\$17.77 to each eligible claimant.

### **D. APPLICATION FOR FINAL APPROVAL OF THE PROPOSED CANADIAN SETTLEMENT**

On , 2026, the United States Bankruptcy Court will hear a motion for final approval of the Proposed Canadian Settlement. As part of that application, the United States Bankruptcy Court will be asked to also grant orders as follows:

- a) an Order approving the Canadian Data Breach Settlement Class Benefits Plan;
- b) an Order approving honorarium payments to the plaintiffs, J.R., M.M. and Carolyn Rock, each in the amount of CA\$2,500; and
- c) an Order approving Canadian Data Breach Class Counsel's fees, at 33% of US\$3.25 million gross settlement consideration, and Canadian Data Breach Class Counsel's out of pocket expenses not exceeding US\$100,000.

If the United States Bankruptcy Court approves the Proposed Canadian Settlement, an application will be made to the Canadian Court for the appropriate recognition and approval orders.

### **E. OPTIONS AVAILABLE TO THE CANADIAN DATA BREACH CLASS MEMBERS AT THIS TIME**

**If you are a Canadian Data Breach Class Member, the options available to you are as follows:**

- a) **DO NOTHING:** If you have no objection to the Proposed Canadian Settlement or any related matter including the Canadian Data Breach Settlement Class Benefits Plan or the legal fees to be requested, you need not do anything at this time. The Proposed Canadian Settlement will follow its due course to obtain approvals of the United States Bankruptcy Court and the Canadian Court. If the courts approve the Proposed Canadian Settlement, a further notice will be issued in due course, which will provide information regarding the claims process and instructions regarding how you may claim compensation from the net settlement distribution fund.
- b) **OBJECT TO THE PROPOSED CANADIAN SETTLEMENT:** If you wish to object to the Proposed Canadian Settlement, including the Canadian Data Breach Settlement Class Benefits Plan or the legal fees request, which you wish to bring to the attention of the courts at the hearing of the application for final approval of the Proposed Canadian Settlement, you may provide your comments by completing and submitting a Canadian Settlement Objection Form (available [here](#)) by no later than 11:59 p.m., Pacific Time, [on \\_\\_\\_\\_\\_, 20\\_\\_](#), by email at [[Concilia to provide email address](#)].

Canadian Data Breach Class Counsel will bring the comments or objections that may be received to the attention of the courts. Please note that the United States Bankruptcy Court and the Canadian Court may approve the Proposed Canadian Settlement and related matters if considering all circumstances the courts conclude that they are fair, reasonable and in the best interests of the Canadian Data Breach Class Members.

- a) **OPT OUT OF THE PROPOSED CANADIAN SETTLEMENT:** Canadian Data Breach Class Members who timely filed an individual proof of claim in the Chapter 11 Proceedings were provided with the opportunity to opt out of the Proposed Canadian Settlement through the chapter 11 solicitation process administered as part of the Debtors' Chapter 11 Proceedings. Furthermore, certain Canadian Data Breach Class Members will have the opportunity to opt out of the Proposed Canadian Settlement. To do so, you must complete and submit a Canadian Settlement Opt-Out Form (available [here](#)) by no later than 11:59 p.m., Pacific Time, [on \\_\\_\\_\\_\\_, 20\\_\\_](#), by email at [[Concilia to provide email address](#)]. Please note, however, that any Canadian Data Breach Class Members who (a) timely filed individual proofs of claim within 23andMe's Chapter 11 Proceedings and (b) did not timely or validly opt out as part of the solicitation process in relation to 23andMe's chapter 11 Plan, may no longer opt out by submitting an opt-out form.

By opting out of the Proposed Canadian Settlement, you will not be eligible to receive any benefits contemplated in the Canadian Data Breach Settlement Class Benefits Plan and you cannot object to the Settlement. Furthermore, you will only retain the rights to sue, continue to sue, or pursue claims arising out of the Cyber Security Incident that are not otherwise barred or released as part of the Chapter 11 Proceedings, and you will be barred from pursuing any and all claims you may have against Chrome Holding Co. and ChromeCo, Inc. Any Canadian Data Breach Class Member who wishes to opt out is advised to seek independent legal advice before doing so.

## **F. THE PATH FORWARD**

In the event that the courts approve the Proposed Canadian Settlement, a further notice will be issued that will provide details regarding the Canadian Claims Process, and how Canadian Data Breach Class Members may submit a claim for compensation.

In the event that the courts decline to approve the Proposed Canadian Settlement, the Proposed Canadian Settlement shall be terminated and it shall have no effect. If the Proposed Canadian Settlement is not approved, there will no longer be an opportunity to pursue the claims against 23andMe as a result of the chapter 11 plan filed and confirmed as part of the Chapter 11 Proceedings which will have the effect of extinguishing and barring any claims against 23andMe. In the event that the Proposed Canadian Settlement is not approved, the parties will assess the implications of the termination of the Proposed Canadian Settlement and may seek the appropriate directions of the courts in due course.

## **G. INQUIRIES WITH RESPECT TO ADMINISTRATION OF THE PROPOSED CANADIAN SETTLEMENT**

Concilia Services Inc. (“**Concilia**”) has been appointed by the courts as the Canadian Claims Administrator in relation to this matter. Any questions concerning the administration of the settlement must be directed to Concilia at the following contact information:

[contact information for  
Claims Administrator]

## **H. Canadian Data Breach Class Counsel**

Canadian Data Breach Class Counsel are **NOT** the Canadian Claims Administrator, and will not be able to respond to inquiries concerning the administration of the settlement. Those inquiries must be provided to the Canadian Claims Administrator, Concilia at the contact information provided above.

Canadian Data Breach Class Counsel may be contacted as follows:

Sage Nematollahi  
KND Complex Litigation  
[23andMe@knd.law](mailto:23andMe@knd.law)

Information concerning the Canadian Class Actions is available on the website of Canadian Data Breach Class Counsel at the following URL address:

KND: <https://knd.law/class-actions/23-and-me/>

**Exhibit C**

**Canadian Claim Form**

**Claim Form must be postmarked, emailed, faxed or  
submitted electronically (on-line portal) by 11:59 pm  
Pacific Time on ♦**

**CLAIM FORM PACKAGE**

**23andMe Holding Co. and 23andMe, Inc.  
Canadian Consumer Privacy Class Action**

**Supreme Court of British Columbia at Vancouver Registry,  
Action No. S-237147 and No. S-246520**

**CLAIMS ADMINISTRATOR**

**[address]**

**Phone: ♦**  
**Email: ♦**  
**Fax: ♦**  
**Website: ♦**



**23andMe Canadian Consumer Privacy Class Action**

**CANADIAN SETTLEMENT CLAIM FORM**

**This Canadian Settlement Claim Form must be postmarked,  
emailed, faxed or submitted electronically (on-line portal) by  
11:59 pm Pacific Time on ♦**

**IDENTIFICATION OF CLAIMANT**

*The Claims Administrator will use this information for all communications regarding your Canadian Claim Form. Please input the information of the person you wish the Administrator to contact with regards to your Canadian Claim Form. If this information changes, you **MUST** notify the claims administrator by email to ♦.*

First Name:	
Last Name:	
E-mail Address Associated with 23andMe Account:	
Secondary Email Address (optional):	
Address:	
City:	
Province / Territory:	
Country:	
Postal Code:	
Phone Number:	

**Exhibit D**

**Canadian Data Breach Settlement Class Benefits Plan**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:

CHROME HOLDING CO. (f/k/a 23ANDME  
HOLDING CO.), *et al.*,<sup>1</sup>

Debtors.

Case No. 25-40976-357  
Chapter 11

(Jointly Administered)

CANADIAN DATA BREACH SETTLEMENT CLASS BENEFITS PLAN

PART I – RECITALS

- A. **WHEREAS**, in October 2023, Chrome Holding Co. (formerly known as 23andMe Holding Co.) and ChromeCo, Inc. (formerly known as 23andMe, Inc.) (collectively, “23andMe” or the “Company”)<sup>2</sup> identified and disclosed a data breach (the “**Cyber Security Incident**”) which resulted in numerous actions being filed or otherwise threatened against the Company as well as the initiation of various governmental investigations;
- B. **AND WHEREAS**, on October 20, 2023, the named plaintiffs (the “**Canadian Plaintiffs**”) in (i) *J.R. v. 23andMe Holding Co. et al.*, BCSC court file no. S-237147, Vancouver Registry, filed October 20, 2023; and (ii) *J.R. and M.M. v. 23andMe Holding Co. et al.*, BCSC court file no. S-246520, Vancouver Registry, filed September 18, 2024 (collectively, the “**Canadian Class Actions**”) filed a lawsuit against 23andMe in the Supreme Court of

<sup>1</sup> The Debtors in each of these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Chrome Holding Co. (0344), ChromeCo, Inc. (7371), Chrome Pharmacy Holdings, Inc. (4690), Lemonaid Community Pharmacy, Inc. (7330), Lemonaid Health, Inc. (6739), Lemonaid Pharmacy Holdings Inc. (6500), LPharm CS LLC (1125), LPharm INS LLC (9800), LPharm RX LLC (7746), LPRXOne LLC (3447), LPRXThree LLC (3852), and LPRXTwo LLC (1595). The Debtors’ service address for purposes of these chapter 11 cases is: 870 Market Street, Room 415, San Francisco, CA 94102.

<sup>2</sup> On July 27, 2025, the Bankruptcy Court in *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976 (Bankr. E.D. Mo.) approved the sale of 23andMe Holding Co. and 23andMe, Inc.’s assets to TTAM Research Institute, which sale was completed on July 14, 2025. After the completion of the sale, 23andMe Holding Co. and 23andMe, Inc. formally changed their legal names to Chrome Holding Co. and ChromeCo, Inc., respectively. For ease of reference, Chrome Holding Co. and ChromeCo, Inc. are collectively referenced herein as “23andMe”.

British Columbia (the “**Canadian Court**”) alleging damages arising from the Cyber Security Incident;

- C. **AND WHEREAS**, on September 18, 2024, the Canadian Plaintiffs filed a lawsuit against 23andMe and certain of 23andMe’s current or former directors and/or officers (the “**D&O’s**”) and 23andMe’s auditor, KPMG LLP (United States) (“**KPMG**”), in the Canadian Court alleging damages from the Cyber Security Incident;
- D. **AND WHEREAS**, on March 23, 2025, 23andMe filed a voluntary petition for relief with the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”) under chapter 11 of title 11 of the United States Code (the “**Chapter 11 Proceedings**”);
- E. **AND WHEREAS**, on April 30, 2025, the Bankruptcy Court entered the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof and (II) Granting Related Relief* [Docket No. 349], establishing, among other things, July 14, 2025 as the deadline to file claims arising out of or related to the Cyber Security Incident;
- F. **AND WHEREAS**, on May 26, 2025, with consent from the Canadian Plaintiffs, the Canadian Court recognized 23andMe’s chapter 11 cases as a “foreign main” proceeding pursuant to the Companies’ Creditors Arrangement Act (Canada) and granted other related relief, *In the Matter of the Companies’ Creditors Arrangement Act, R.S.C.1985, c. C-36 as amended, and In the Matter of 23andMe Holding Co. and 23andMe, Inc.*, Case No. VLC-S-253696;
- G. **AND WHEREAS**, on June 5, 2025, the Bankruptcy Court entered the *Stipulation and Agreed Order Providing for a Temporary Stay of the Canadian Proceedings* [Docket No. 655], extending the automatic stay to the D&Os and KPMG;
- H. **AND WHEREAS**, 23andMe and Canadian Plaintiffs through their Counsel (“Canadian Class Counsel”) have engaged in discussions related to issues (the “**Rule 7023 Issues**”) concerning Canadian Counsel’s authorization to file a class proof of claim on behalf of the Canadian Plaintiffs and the putative class members in the Canadian Class Actions;
- I. **AND WHEREAS**, on July 14, 2025, 23andMe and Canadian Plaintiffs filed a *Notice Regarding Rule 7023 Settlement with Canadian Data Breach Plaintiffs* [Docket No. 1003] providing that the Debtors and the Canadian Plaintiffs reached an agreement in principle with respect to the Rule 7023 Issues;
- J. **AND WHEREAS**, ahead of the July 14, 2025 Cyber Security Incident Bar Date, Canadian Counsel filed the one, consolidated class proof of claim (the “**Canadian Class Proof of Claim**”) on behalf of the Canadian Data Breach Class Members;
- K. **AND WHEREAS**, on August 12, 2025, 23andMe and Canadian Plaintiffs executed a settlement agreement (“**Original Settlement Agreement**”) and executed a further amended Settlement Agreement (the “**Settlement Agreement**” and the settlement contemplated therein, the “**Settlement**”) which contemplates, among other things, (i) Canadian Counsel’s authorization to file the Canadian Class Proof of Claim on behalf of the Canadian Plaintiffs and any individual who (a) was a customer of 23andMe between

May 1, 2023 through October 1, 2023 (“**Cyber Security Incident Period**”); (b) resided in Canada during the Cyber Security Incident Period; and (c) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident, excluding the individuals who validly opt out of the Settlement in accordance with the process to be established by the Court (together with the Canadian Plaintiffs, the “**Canadian Data Breach Class Members**”); (b) notwithstanding the filed amount of the Canadian Class Proof of Claim, the Canadian Class Proof of Claim shall be deemed to be an allowed claim in the amount of US\$3.25 million (the “**Canadian Class Allowed Claim**”); (c) subject to confirmation of a plan which is in all material respects consistent with the Settlement Agreement, the Debtors will fund a settlement trust (“**Canadian Data Breach Settlement Fund**”) with the amount of the Canadian Class Allowed Claim to be distributed to Canadian Data Breach Class Members who do not opt out of the Settlement and who timely file valid claims pursuant to a proposed benefits plan approved by the Bankruptcy Court and Canadian Court;

- L. **AND WHEREAS** the parties have engaged in good faith discussions with respect to the drafting of the Acceptable Plan and endeavour to submit it for the necessary approvals of the Bankruptcy Court and the Canadian Court without delay;
- M. **AND WHEREAS**, subject to court approval of the Acceptable Plan, the parties commit to continue their good faith efforts to implement the Acceptable Plan in accordance with its terms expeditiously and without undue delay such that the benefits of the Settlement Agreement and the Canadian Data Breach Settlement Fund accrue to the Canadian Settlement Class Members without undue delay;
- N. **AND WHEREAS** the Canadian Data Breach Settlement Fund, net of Court-approved legal fees, expenses, administration expenses, honorariums and applicable taxes (“**Canadian Data Breach Settlement Distribution Fund**”), would be available for distribution to the eligible Canadian Settlement Class Members who submit valid claims in accordance with the procedure outlined in this Canadian Settlement Class Benefit Plan.
- O. **AND WHEREAS** the goal of this Canadian Settlement Class Benefit Plan is to facilitate an efficient, just and fair allocation and distribution of the Canadian Data Breach Settlement Distribution Fund;
- P. **NOW THEREFORE**, subject to necessary approvals of the Bankruptcy Court and the Canadian Court, which will be sought in due course, it is hereby determined that the Canadian Data Breach Settlement Distribution Fund shall be allocated and distributed in accordance with the terms of this Canadian Data Breach Settlement Class Benefit Plan, as follows.

## **PART II – DEFINITIONS**

- 1. For the purposes of this Canadian Settlement Class Benefit Plan, the definitions set out in the Settlement Agreement apply to and are incorporated into this Canadian Settlement Class Benefit Plan and, in addition to the terms defined in the Recitals section of this Canadian Settlement Class Benefit Plan, the following definitions apply:

- (a) **“Allocation System”** means the method of determining the Compensable Loss assigned to a claim in order to determine the amount of compensation to be awarded for that claim.
- (b) **“Canadian Claimant”** means any Canadian Settlement Class Member who submits a Claim Form, regardless of whether it is a valid Claim Form which is accepted by the Canadian Claims Administrator or not.
- (c) **“Canadian Claim Form”** means a written claim in the prescribed form seeking compensation from the Canadian Data Breach Settlement Distribution Fund.
- (d) **“Canadian Claim Process”** means the Court-approved process to submit a Claim Form seeking compensation from the Canadian Data Breach Settlement Distribution Fund.
- (e) **“Canadian Claims Administrator”** means the firm to be appointed by the Court to administer the Canadian Claim Process.
- (f) **“Canadian Claims Bar Date”** means the date to be determined by the Court by which Claim Forms must be submitted in order for it to be considered a valid Canadian Claim Form.
- (g) **“Canadian Claims Process Escrow Account”** has the meaning attributed to this term in paragraph 33.
- (h) **“Canadian Data Breach Class Counsel”** means KND Complex Litigation.
- (i) **“Canadian Data Breach Class Members”** has the meaning attributed to this term in the Recital sections, at paragraph K.
- (j) **“Canadian Eligible Claim”** and **“Canadian Eligible Claims”** mean a claim or claims that the Canadian Claims Administrator has determined to be valid and proper to receive compensation from the Canadian Data Breach Settlement Distribution Fund, and they include Eligible Extraordinary Claims and an Eligible Ordinary Claims.
- (k) **“Canadian Eligible Claimants,”** each being an **“Canadian Eligible Claimant,”** means a Canadian Claimant who submit a valid Canadian Claim Form, or on whose behalf a valid Canadian Claim Form is submitted by a person who is authorized to submit the Canadian Claim Form, in accordance with the Court-approved Canadian Claim Process.
- (l) **“Canadian Settlement Amount”** means the amount of the Canadian Class Allowed Claim that is funded by the Debtors or their successors, including a Plan Administrator, into the Canadian Data Breach Settlement Fund.
- (m) **“Canadian Data Breach Settlement Distribution Fund”** has the meaning ascribed to this term in the Recitals section of this Canadian Settlement Class Benefit Plan, and it is comprised of:

- a **“Canadian Extraordinary Claims Distribution Fund,”** which has the meaning attributed to it in paragraph 11 of this Canadian Settlement Class Benefit Plan; and
  - b **“Canadian Ordinary Claims Distribution Fund,”** which has the meaning attributed to it in paragraph 11 of this Canadian Settlement Class Benefit Plan.
- (n) **“Compensable Loss”** is the sum of a Canadian Eligible Claimant’s recoverable compensation, which is calculated in accordance with the Allocation System.
- (o) **“Court”** means the Bankruptcy Court and/or the Canadian Court, as applicable or appropriate.
- (p) **“Eligible Extraordinary Claims”** has the meaning attributed to it in paragraph 27 of this Canadian Settlement Class Benefit Plan.
- (q) **“Eligible Ordinary Claims”** encompasses a claim for compensation from the Canadian Data Breach Settlement Distribution Fund submitted by a Canadian Eligible Claimant that is not an Eligible Extraordinary Claim.
- (r) **“Escrow Account”** an interest-bearing escrow account at a Canadian Schedule 1 bank under the control of KND Complex Litigation or the Canadian Claims Administrator for the benefit of the Canadian Settlement Class Members.

### **PART III – GENERAL**

2. The Canadian Claims Administrator shall distribute the Canadian Data Breach Settlement Distribution Fund in accordance with the terms of this Canadian Settlement Class Benefit Plan.
3. The goal of this Canadian Settlement Class Benefit Plan is to distribute the Canadian Data Breach Settlement Distribution Fund amongst Canadian Eligible Claimants.
4. In the event of circumstances that may not be specifically addressed herein, the Canadian Claims Administrator shall address the situation in consultation with Canadian Data Breach Class Counsel bearing in mind the spirit and goal of this Canadian Settlement Class Benefit Plan.
5. Canadian Data Breach Class Counsel and the Canadian Claims Administrator, whether individually or together, may apply to the Court for guidance and directions as needed to give effect to this Canadian Settlement Class Benefit Plan.
6. All dollar figures indicated herein are in Canadian dollars, unless otherwise specified.
7. The Canadian Data Breach Settlement Distribution Fund shall be paid out to Canadian Eligible Claimants in Canadian dollars.

#### **PART IV – FUNDING AND ALLOCATION OF THE ESCROW ACCOUNT**

8. Upon the Court's confirmation of the Applicable Plan, the administrator(s) of the Acceptable Plan shall implement the Acceptable Plan in accordance with its terms, and they shall endeavour to transfer the Canadian Settlement Amount to the Escrow Account.
9. The Court-approved legal fees, expenses, administration expenses, honorariums and applicable taxes shall be paid in accordance with the terms of the Court's Order as a first charge against the Canadian Settlement Amount.
10. The Canadian Settlement Amount, net of Court-approved legal fees, expenses, administration expenses, honorariums and applicable taxes, shall constitute the Canadian Data Breach Settlement Distribution Fund.
11. The Canadian Claims Administrator shall initially allocate 50% of the Canadian Distribution Fund to the Canadian Extraordinary Claims Distribution Fund and the remaining 50% of the Canadian Distribution Fund to the Canadian Ordinary Claims Distribution Fund.

#### **PART V – COMPLETION AND SUBMISSION OF CANADIAN CLAIM FORMS**

12. Other than as specified herein, any person who wishes to claim compensation from the Canadian Data Breach Settlement Distribution Fund must complete and submit a Canadian Claim Form by the Canadian Claims Bar Date, following which the claim shall be disallowed and it shall be extinguished and forever barred. Notwithstanding the foregoing, the Canadian Claims Administrator may in its discretion allow an otherwise-valid late Canadian Claim Form without further order of the Court.
13. A Canadian Claim Form may be completed and submitted by a Canadian Eligible Claimant, or a person who is authorized to complete and submit the Canadian Claim Form on behalf of a Canadian Eligible Claimant.
14. If a Claim Form is completed and submitted by a representative of a Canadian Eligible Claimant, the person completing and submitting the Canadian Claim Form shall certify that he or she is authorized to do so on behalf of the Canadian Eligible Claimant.

#### **PART VI – PROCESSING CANADIAN CLAIM FORMS**

15. The Canadian Claims Administrator shall develop and make available an electronic and automated process to facilitate the completion, submission and processing of the Canadian Claim Forms. That process will be designed and structured to collect each Canadian Eligible Claimant's information, determine their eligibility and, if eligible, their Compensable Loss, in accordance with the terms of this Canadian Settlement Class Benefit Plan.
16. Each person submitting a Canadian Claim Form shall certify that:



- (a) He or she, or the person on whose behalf the Canadian Claim Form is being submitted, is a Canadian Eligible Claimant; and
  - (b) He or she is providing information that is true and correct.
- 17. The Canadian Claim Process is intended to be expeditious, cost effective and user friendly and to minimize the burden on Canadian Eligible Claimants. The Canadian Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume an Canadian Eligible Claimant to be acting honestly and in good faith.
- 18. Where a Canadian Claim Form contains minor omissions or errors, the Canadian Claims Administrator may, in its discretion, correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Canadian Claims Administrator.
- 19. The Canadian Claim Process is intended to prevent fraud and abuse. If, after reviewing any Canadian Claim Form, the Canadian Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Compensable Loss to be awarded to the Canadian Claimant, then the Canadian Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Compensable Loss is awarded to the Canadian Eligible Claimant.
- 20. If the Canadian Claims Administrator identifies a Canadian Claim Form that is materially untrue or inaccurate, the Canadian Claims Administrator may in its discretion disallow the claim in its entirety.
- 21. Where the Canadian Claims Administrator disallows a claim in its entirety, the Canadian Claims Administrator shall send to the Canadian Claimant at the address provided by the Canadian Claimant or the Canadian Claimant's last known email or postal address, a notice advising the Canadian Claimant that he or she may request the Canadian Claims Administrator to reconsider its decision.
- 22. A Canadian Eligible Claimant is not entitled to a notice or a review where a claim is allowed but the Canadian Eligible Claimant disputes the determination of Compensable Loss or his or her individual compensation.
- 23. A Canadian Eligible Claimant may request that the Canadian Claims Administrator reconsider its decision only when the Claim is disallowed in its entirety. Any request for reconsideration must be received by the Canadian Claims Administrator within 30 calendar days of the date of the notice advising of the disallowance. If no request is received within this time period, the Canadian Claimant shall be deemed to have accepted the Canadian Claims Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
- 24. Where a Canadian Claimant files a request for reconsideration with the Canadian Claims Administrator, the Canadian Claims Administrator shall conduct an administrative review of the Canadian Claimant's complaint. Following its determination as part of its administrative review, the Canadian Claims Administrator shall advise the Canadian Claimant of its determination. In the event the Canadian Claims Administrator reverses a disallowance, the Canadian Claims Administrator shall send the Canadian Eligible

Claimant at his or her last known email or postal address, a notice specifying the revision to the Canadian Claims Administrator's disallowance.

25. The determination of the Canadian Claims Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.

## **PART VII – ALLOCATION SYSTEM**

26. Each Canadian Eligible Claimant's Compensable Loss shall be calculated on a consideration and assessment of his or her Eligible Extraordinary Claim and Eligible Ordinary Claim.

### **A. Eligible Extraordinary Claims**

27. Each Canadian Eligible Claimant may make a claim for reimbursement of up to \$2,500 in relation to documented, unreimbursed, out-of-pocket expenses incurred between October 1, 2023 and March 31, 2024 as a direct result of the Cyber Security Incident for:
  - (a) unreimbursed costs associated with the purchase of a physical security or monitoring system;
  - (b) unreimbursed costs associated with seeking professional mental health counseling or treatment; and/or
  - (c) any other documented, unreimbursed, out-of-pocket expense that the Canadian Eligible Claimant establishes was incurred as a direct result of, and in response to, the Cyber Security Incident.
28. In order to be an Eligible Extraordinary Claim, the Canadian Eligible Claimant must provide documentation proving that the expenses were incurred, and that they were incurred during the period from October 1, 2023 through to and including March 31, 2024.
29. The Canadian Claims Administrator may request that the Canadian Eligible Claimant who makes an Eligible Extraordinary Claim provide further information or documentation as necessary to prove that the relevant expenses were incurred as a direct result and in response to the Cyber Security Incident.
30. If the Canadian Claims Administrator determines that the expenses were not incurred as a direct result of, and in response to the Cyber Security Incident, the Canadian Claims Administrator may disallow this portion of the claim, and the decision shall be final.

### **B. Eligible Ordinary Claims**

31. Each Canadian Eligible Claimant is entitled to receive a pro-rated share of the Canadian Ordinary Claims Distribution Fund without the need to provide any supporting information or documentation.

## **PART VIII – DISTRIBUTION OF THE CANADIAN DATA BREACH SETTLEMENT DISTRIBUTION FUND**

32. The Canadian Data Breach Settlement Distribution Fund shall be distributed amongst Canadian Eligible Claimants in accordance with this section.
33. Canadian Data Breach Class Counsel shall deduct legal fees, disbursements, honorariums and such other expenses as may be authorized by the Court, plus applicable taxes, from the Escrow Account, Canadian Data Breach Class Counsel shall transfer the remaining balance in the Escrow Account to an account designated by the Canadian Claims Administrator to be the Canadian Claims Process Escrow Account. Thereafter, the Canadian Claims Administrator shall distribute the Canadian Data Breach Settlement Distribution Fund as follows.

### **A. Allocation of the Canadian Extraordinary Claims Distribution Fund**

34. The Canadian Claims Administrator shall calculate the aggregate value of Eligible Extraordinary Claims submitted by Canadian Eligible Claimants.
35. If the aggregate value of all Eligible Extraordinary Claims submitted by Canadian Eligible Claimants is less than the funds available in the Canadian Extraordinary Claims Distribution Fund, the Canadian Claims Administrator shall allocate to each such Canadian Eligible Claimant an amount that is equal to the whole of their Eligible Extraordinary Claim. Thereafter, the Canadian Claims Administrator shall transfer the balance remaining in the Canadian Extraordinary Claims Distribution Fund to the Canadian Ordinary Claims Distribution Fund.
36. If the aggregate value of all Eligible Extraordinary Claims submitted by Canadian Eligible Claimants is greater than the funds available in the Canadian Extraordinary Claims Distribution Fund, the Canadian Claims Administrator shall pro-rate the Canadian Extraordinary Claims Distribution Fund amongst the Canadian Eligible Claimants based on the amount of their Eligible Extraordinary Claims.

### **B. Allocation of the Canadian Ordinary Claims Distribution Fund**

37. The Canadian Claims Administrator shall allocate the funds remaining in the Canadian Ordinary Claims Distribution Fund amongst all Canadian Eligible Claimants on a pro-rated basis.

### **C. Distribution of the Canadian Data Breach Settlement Distribution Fund**

38. After the Canadian Claims Administrator has determined the compensation to be allocated to each Canadian Eligible Claimant, the Canadian Claims Administrator shall pay each Canadian Eligible Claimant by way of cheque, e-transfer or comparable commercially sensible means.
39. If the Canadian Claims Process Escrow Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred and eighty (180) days from the date of distribution of the Canadian Data Breach Settlement Distribution Fund,

the Canadian Claims Administrator shall, if feasible, allocate such balance among Eligible Claimants with valid and approved Eligible Extraordinary Claims on an equitable and economic fashion. Alternatively, Canadian Data Breach Class Counsel may seek directions from the Court to allocate the balance remaining in the Canadian Claims Process Escrow Account to an appropriate *cy-près* recipient.

Date: September 11, 2025

/s/ Sage Nematollahi

**KND COMPLEX LITIGATION**

Sage Nematollahi (admitted *pro hac vice*)

Yonge Eglinton Centre

Suite 401, 2300 Yonge Street

Toronto, Ontario M4P 1E4

Email: sn@knd.law

Telephone: 236-888-7700

*On behalf of the Canadian Plaintiffs*

**Exhibit E**

**Canadian Opt-Out Form**

**23andMe Canadian Consumer Privacy Class Action**

**CANADIAN SETTLEMENT OPT-OUT FORM**

**THIS IS NOT A CLAIM FORM. PLEASE COMPLETE AND SUBMIT THIS CANADIAN SETTLEMENT OPT-OUT FORM ONLY IF YOU WISH TO OPT-OUT OF THE PROPOSED CANADIAN SETTLEMENT, BY NO LATER THAN 11:59 PM PACIFIC TIME ON ♦**

THIS CANADIAN SETTLEMENT OPT-OUT FORM MUST BE SUBMITTED TO THE CANADIAN CLAIMS ADMINISTRATOR at:

[Claims Administrator

Contact information]

ONLY THE FOLLOWING GROUP OF PERSONS ARE ELIGIBLE TO SUBMIT A CANADIAN SETTLEMENT OPT-OUT FORM:

Any individual who (i) was a customer of 23andMe at any time between May 1, 2023 through October 1, 2023; (ii) resided in Canada during the period from May 1, 2023 through October 1, 2023; and (iii) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident;

(**"Canadian Data Breach Class"** or **"Canadian Data Breach Class Members"**).

I \_\_\_\_\_, certify that I am a Canadian Data Breach Class Member.

I wish to opt-out, meaning to exclude myself from, the Proposed Canadian Settlement achieved in *J.R. v. 23andMe Holding Co. et al.*, BCSC at Vancouver Registry, court file no. S-237147, and *J.R. and M.M. v. 23andMe Holding Co. et al.*, BCSC at Vancouver Registry, court file no. S-246520 (**"Proposed Canadian Settlement"**).

I understand that by submitting this opt-out form, I will not be entitled to participate in the Proposed Canadian Settlement.

I understand that if I timely filed a proof of claim in the U.S. insolvency proceedings and failed to opt out of the Proposed Canadian Settlement pursuant to the solicitation process, I can not opt out of the Proposed Canadian Settlement by submitting this Opt-Out Form.

I understand that by submitting this opt-out form, I will only retain the rights to sue, continue to sue, or pursue claims arising out of the Cyber Security Incident that are not otherwise barred or released as part of the Chapter 11 Proceedings, and that I will be barred from pursuing any and all claims I may have against Chrome Holding Co. (formerly known as 23andMe Holding Co.) and ChromeCo, Inc. (formerly known as 23andMe, Inc.).

I confirm that I am hereby advised to seek independent legal advice before submitting this opt-out form.

My contact information is as follows:

Name: \_\_\_\_\_

Email address associated with  
23andMe account: \_\_\_\_\_

Secondary email address (optional): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

I \_\_\_\_\_ certify that the information provided herein is complete and true.

Signed on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the City of \_\_\_\_\_, in the Province / Territory of  
\_\_\_\_\_.

Signature: \_\_\_\_\_

**Exhibit F**

**Canadian Objection Form**



**23andMe Canadian Consumer Privacy Class Action**

**CANADIAN SETTLEMENT OBJECTION FORM**

**THIS IS NOT A CLAIM FORM. PLEASE COMPLETE AND SUBMIT THIS CANADIAN SETTLEMENT OBJECTION FORM ONLY IF YOU WISH TO OBJECT TO THE PROPOSED SETTLEMENT OR ANY RELATED MATTERS, AS DESCRIBED HEREIN, BY NO LATER THAN 11:59 PM PACIFIC TIME ON ♦**

THIS CANADIAN SETTLEMENT OBJECTION FORM MUST BE SUBMITTED TO THE CANADIAN CLAIMS ADMINISTRATOR at:

[Claims Administrator

Contact information]

Only the following group of persons are eligible to submit a Canadian Settlement Objection Form:

Any individual who (i) was a customer of 23andMe at any time between May 1, 2023 through October 1, 2023; (ii) resided in Canada during the period from May 1, 2023 through October 1, 2023; and (iii) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident;

(“**Canadian Data Breach Class**” or “**Canadian Data Breach Class Members**”).

I \_\_\_\_\_, certify that I am a Canadian Settlement Class Member.

I wish to object to (please check the appropriate box or boxes):

Proposed Canadian Settlement

Canadian Data Breach Settlement Benefits Plan

Request for approval of Class Counsel’s legal fees at 33% of the gross settlement amount of US\$3.25 million, or approximately US\$1.07 million, and disbursements not exceeding US\$100,000

Request for approval of honorarium payments to the plaintiffs J.R., M.M. and Carolyn Rock, each in the amount of CA\$2,500

The reason for my objection is as follow:

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Please note that, despite your objection, the United States Bankruptcy Court and the Canadian Court may approve the Proposed Canadian Settlement and related matters if considering all circumstances the courts conclude that they are fair, reasonable and in the best interests of the Canadian Data Breach Class Members.

My contact information is as follows:

Name: \_\_\_\_\_

Email address associated  
with 23andMe account: \_\_\_\_\_

Secondary email address  
(optional): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

I \_\_\_\_\_ certify that the information provided herein is complete and true.

Signed on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the City of \_\_\_\_\_, in the Province / Territory of \_\_\_\_\_.

Signature: \_\_\_\_\_