UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: CHROME HOLDING CO. (f/k/a 23ANDME HOLDING CO.), [1] Wind-Down Debtor.	Case No. 25-40976-357 Chapter 11 Related Docs. 1294, 1877

ORDER GRANTING CANADIAN DATA BREACH CLASS REPRESENTATIVES' AND CANADIAN DATA BREACH CLASS COUNSEL'S MOTION FOR FINAL APPROVAL OF THE CANADIAN DATA BREACH SETTLEMENT

Upon the motion (the "Motion")[2] of the Canadian Data Breach Class Representatives and Canadian Data Breach Class Counsel for entry of an order (this "Order") finally approving the Canadian Data Breach Settlement; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and rule 9.01(B) of the Local Rules of the United States District Court for the Eastern District of Missouri; 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 notice of the Motion and opportunity for a hearing 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

[1] The Wind-Down Debtor's service address for purposes of these chapter 11 cases is: 490 Post St., Suite 500 PMB 2065, San Francisco, CA 94102 United States.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, the Preliminary Approval Motion [Dkt No. 1294], Canadian Data Breach Settlement Agreement, attached as Exhibit A to the Preliminary Approval Motion, and/or Debtors' *Modified Fifth Amended Joint Plan of Chrome Holding Co. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 1655] (the "Plan").

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 section 105 of the Bankruptcy Code, Bankruptcy Rule 7023, Rule 23 of the Federal Rules of Civil Procedure, and all applicable law, the relief requested in the Motion is hereby authorized and approved on the terms set forth herein.

3. The Canadian Data Breach Settlement meets the requirements for final approval of Federal Rule of Civil Procedure 23(e) and the factors identified by the Eighth Circuit in *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988) (the "*Van Horn* Factors"). The Court finds that the Canadian Data Breach Class Representatives 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 Canadian Data Breach Settlement treats class members equitably relative to each other. The Court has determined that the Canadian Data Breach 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.

4. The Canadian Data Breach Settlement, attached hereto as **Exhibit A**, and the Addendum thereto, attached hereto as **Exhibit B**, are approved on a final basis.

5. The Canadian Data Breach Class Settlement Benefits Plan, attached hereto as **Exhibit C**, is approved on a final basis.

6. The form and manner of notice in relation to the claims process ("Canadian Class Claims Process Notice") to Canadian Data Breach Settlement Class Members, attached hereto as **Exhibit D**, is approved on a final basis.

7. 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 Claims Process 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) publication on a dedicated website to be created by the Canadian Claims Administrator; (d) a one-time publication through the Canada Newswire in English and French; and (e) publication on Canadian Data Breach Class Counsel's website at https://knd.law/class-actions/23-and-me/.

8. All objections to the Motion, the Canadian Data Breach Settlement, the Canadian Data Breach Settlement Benefits Plan, or any other relief requested in the Motion that have not been withdrawn, waived, compromised, settled, or released, and all reservations of rights in such objections (if any), are hereby OVERRULED in all respects on the merits and denied.

9. The failure to mention any provision of the Canadian Data Breach Settlement in this Order shall not impair its efficacy, it being the intent and effect of this Order that the Canadian Data Breach Settlement and the compromises and agreements contained therein are approved in all respects and all relief contemplated by the Canadian Data Breach Settlement is hereby granted.

10. Pursuant to the terms of the Canadian Data Breach Settlement, the Canadian Class Action Parties shall be deemed to release, acquit, satisfy, and forever discharge the Debtor Released Parties, including the Cyber Insurers (as defined in the Plan), 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, and the Debtor Released Parties shall be deemed 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 relating in any way to the institution, prosecution, or settlement of the Canadian Class Action 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. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Canadian Data Breach Settlement or this Order.

11. After entry of this Order, the Debtors' Claims and Noticing Agent (Kroll Restructuring Administration LLC) shall be authorized to transfer Proofs of Claims Filed by creditors in Class 5 – Canadian Data Breach Class Settlement Claims and/or information relating to such Claims, and Concilia, with the assistance of Canadian Data Breach Class Counsel, shall have exclusive authorization to reconcile and administer claims of Canadian Data Breach Settlement Class Members in accordance with the terms of the Canadian Data Breach Class Settlement Agreement. In accordance with the terms of the Plan, such Class 5 – Canadian Data Breach Class Settlement Claims shall be disallowed after entry of this Order as against the Estates and the Plan Administration Trust and shall not be entitled to any additional recovery or distribution from the Plan Administration Trust, other than as set forth in the Canadian Data Breach Class Settlement Agreement and the Canadian Data Breach Settlement Class Benefits Plan.

12. The Canadian Data Breach Class Proof of Claim shall, without further order of the

Court, be ALLOWED in the amount of $3,250,000 in full satisfaction of such claim.

13. 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.

14. Class Counsel are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Dated: February 17, 2026
St. Louis, Missouri
cjs

Brian C. Walsh
United States Bankruptcy Judge

Order Prepared by:

KND COMPLEX LITIGATION
Sage Nematollahi (admitted *pro hac vice*)
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Canadian Data Breach Class Counsel

EXHIBIT A
SETTLEMENT AGREEMENT

PRIVILEGED & CONFIDENTIAL
SUBJECT TO FRE 408 & STATE LAW EQUIVALENTS

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."[1]

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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[1] 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
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Canada M4P 1E4
ek@knd.law | sn@knd.law | ts@knd.law

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

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pbasta@paulweiss.com | chopkins@paulweiss.com | jchoi@paulweiss.com |
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
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Email: sn@knd.law
Telephone: 236-888-7700

On behalf of the Canadian Plaintiffs

/s/ *Christopher Hopkins*

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*)
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ghotz@paulweiss.com

On behalf of the Debtors and Debtors in Possession

EXHIBIT B
ADDENDUM TO THE SETTLEMENT AGREEMENT

Execution Version

ADDENDUM TO AGREEMENT[1]

This addendum (the "Addendum") to the Agreement to which this Addendum is attached, is made and entered into on November 24, 2025 by and among the Debtors and the Canadian Plaintiffs.

RECITALS

WHEREAS, on September 5, 2025, the Parties entered into the Agreement to resolve claims arising from the Cyber Security Incident and other issues related to class certification pursuant to rule 7023 of the Federal Rules of Bankruptcy Procedure and/or the authority to file a class proof of claim.

WHEREAS, Section VII of the Agreement contemplates that the Agreement may be "modified, changed, amended, or otherwise altered only by a written amendment signed by each Party."

WHEREAS, the Debtors are in discussions with Various Underwriters at Lloyds subscribing to Cyber and Liability Policy UMR B1510CY2300014, Allied World Specialty Insurance Company, Houston Casualty Company and Landmark American Insurance Company (the "Cyber Insurers") regarding a potential settlement (the "Cyber Insurance Settlement") that contemplates a "buy back" of the Debtors' cyber insurance policies (the "Cyber Insurance Policies") for a purchase price equal to the remaining coverage limits under the Cyber Insurance Policies (the "Cyber Insurance Proceeds").

WHEREAS, as part of the Cyber Insurance Settlement, the Cyber Insurers are seeking a release as part of any settlement of a claim that is covered by the Cyber Insurance Policies that will be funded with the Cyber Insurance Proceeds.

WHEREAS, the Debtors intend to fund a portion of the settlement amount contemplated in the Agreement with the Cyber Insurance Proceeds.

NOW, THEREFORE, in consider of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Section III.A of the Agreement is hereby amended to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth below:

> 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 (i) the Debtors and any of their respective members, shareholders, affiliates, related entities, current and former officers, directors, employees,

[1] Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Agreement.

principals, auditors, agents, successors, predecessors, and representatives; and (ii) Various Underwriters at Lloyds subscribing to Cyber and Liability Policy UMR B1510CY2300014, Allied World Specialty Insurance Company, Houston Casualty Company and Landmark American Insurance Company (the "Cyber Insurers") that issued certain cyber insurance policies to the Debtor for the period from May 1, 2023 through May 1, 2024 (the "Cyber Insurance Policies") (collectively, 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.

2. Except as specifically set forth herein, the Agreement remains in full force and effect.

3. This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument. Delivery of an executed counterpart of a signature page by facsimile or any other electronic transmission shall be effective as delivery of a manually executed counterpart of this Addendum.

[*Signature Pages to Follow*]

IN WITNESS WHEREOF, the Parties have executed this Addendum 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 Addendum and are entering into the foregoing Addendum 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
Telephone: 236-888-7700

On behalf of the Canadian Plaintiffs

/s/ *Christopher Hopkins*

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 in the above-captioned cases

EXHIBIT C
CANADIAN DATA BREACH CLASS SETTLEMENT 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.*,[1] 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**")[2] 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

[1] 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.

[2] 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 D
CANADIAN CLASS CLAIMS PROCESS NOTICE

In re 23andMe Canadian Consumer Privacy Class Action

SHORT-FORM NOTICE OF SETTLEMENT APPROVAL AND CLAIMS PROCESS

Please read this notice carefully. A settlement may affect your legal rights.

You may have to take prompt action.

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**")[1] 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**").

On September 5, 2025, a settlement was reached amongst the parties ("**Canadian Data Breach Settlement**"). The Canadian Data Breach Settlement provides for the payment of US$3.25 million for the benefit of the Canadian Data Breach Settlement Class, inclusive of legal fees, expenses and applicable taxes.

On October 2, 2025, the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division ("**U.S. Chapter 11 Insolvency Court**") preliminary approved the Canadian Data Breach Settlement, and certified the claim on behalf of the Canadian Data Breach Settlement Class.

On November 19, 2025, the Canadian Court recognized the Order of the U.S. Chapter 11 Insolvency Court, dated October 2, 2025, under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("***CCAA***").

On February XX, 2026, the United States Bankruptcy Court approved the Canadian Data Breach Settlement on a final basis, and granted relevant relief.

On XXXXXXX, 2026, the Canadian Court recognized the Order of the U.S. Chapter 11 Insolvency Court, dated February XX, 2026, under the *CCAA*.

The proceeds of the Canadian Data Breach Settlement are available to 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; (iii) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident; and (iv) did not opt out of the Canadian Data Breach Settlement in accordance with the Court-approved procedure (hereinafter, together with the Canadian Plaintiffs, "Canadian Data Breach Class Members").

[1] 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".

Any Canadian Data Breach Settlement Class Member who wishes to submit a claim for compensation from the Canadian Data Breach Settlement must submit a Canadian Claim form by no later than by no later than 11:59 pm Pacific Standard Time on XXXXXXXX, 2026.

For further details and instructions regarding how to submit a Canadian Claim Form, please visit the Canadian Settlement Website at https://www.canadian23andmesettlement.ca/en.

CANADIAN CLAIMS ADMINISTRATOR

All inquiries in relation to the administration of the Canadian Data Breach Settlement must be directed to the Court-appointed Canadian Claims Administrator, at the contact information provided below:

Concilia Services Inc.
1-5900 Andover Avenue
Montreal, Quebec, H4T 1H5
Email: 23andMe@conciliainc.com
Phone: +1-888-770-8437

CANADIAN DATA BREACH CLASS COUNSEL

Please note that Class Counsel are not the claims administrator and will not be able to address inquires with respect to the claims process. Canadian Data Breach Class Counsel can be contacted at:

Sage Nematollahi (he/him)
KND Complex Litigation
sn@knd.law

INTERPRETATION

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE SUPREME COURT OF BRITISH COLUMBIA HAVE AUTHORIZED DISTRIBUTION OF THIS NOTICE.

QUESTIONS ABOUT THIS NOTICE SHOULD BE DIRECTED TO THE CANADIAN CLAIMS ADMINISTRATOR AND SHOULD NOT BE DIRECTED TO THE COURTS.

In re 23andMe Canadian Consumer Privacy Class Action

LONG-FORM NOTICE OF SETTLEMENT APPROVAL AND CLAIMS PROCESS

Please read this notice carefully. A settlement may affect your legal rights.

You may have to take prompt action.

This notice is directed to 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; (iii) received a notice from 23andMe notifying the customer that their personal information was compromised in the Cyber Security Incident; and (iv) did not opt out of the Canadian Data Breach Settlement in accordance with the Court-approved procedure;

(hereinafter, together with the Canadian Plaintiffs, "Canadian Data Breach Class Members").

The United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division, and the Supreme Court of British Columbia have approved a settlement achieved on behalf of the Canadian Data Breach Class Members ("**Canadian Data Breach Settlement**") in relation to claims arising from a data security breach that 23andMe identified and disclosed in October 2023 ("**Cyber Security Incident**").

If you are a Canadian Data Breach Class Member, you must act in a timely fashion to submit a claim for compensation from the Canadian Data Breach Settlement, in accordance with the information provided in this notice. Please review this notice carefully for details.

A. IMPORTANT DEADLINE TO FILE A CLAIM FOR COMPENSATION

Aa claim for compensation must be submitted by way of a Canadian Claim Form by no later than 11:59 p.m. Pacific Standard Time on XXXXX, 2026.

The Canadian Claim Form may be submitted electronically on the dedicated settlement website at https://www.canadian23andmesettlement.ca/en ("**Canadian Settlement Website**")

A copy of the Canadian Claim Form may also be found on the Canadian Settlement Website.

B. BACKGROUND OF THE CANADIAN CLASS ACTION AND THE CANADIAN DATA BREACH SETTLEMENT

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**")[2] who were affected in a data security breach that 23andMe identified and disclosed in October 2023 ("**Cyber Security Incident**"). The defendants

[2] 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".

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**").

On September 5, 2025, Canadian Data Breach Settlement was reached amongst the parties. The Canadian Data Breach Settlement provides for the payment of US$3.25 million for the benefit of the Canadian Data Breach Settlement Class, inclusive of legal fees, expenses and applicable taxes.

On October 2, 2025, the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division ("**U.S. Chapter 11 Insolvency Court**") preliminary approved the Canadian Data Breach Settlement, and certified the claim on behalf of the Canadian Data Breach Settlement Class.

On November 19, 2025, the Canadian Court recognized the Order of the U.S. Chapter 11 Insolvency Court, dated October 2, 2025, under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("***CCAA***").

On February XX, 2026, the United States Bankruptcy Court approved the Canadian Data Breach Settlement on a final basis, and granted relevant relief.

On XXXXXXX, 2026, the Canadian Court recognized the Order of the U.S. Chapter 11 Insolvency Court, dated February XX, 2026, under the *CCAA*.

Copies of important Court Orders and settlement documents are available on the Canadian Settlement Website at https://www.canadian23andmesettlement.ca/en.

C. CLASS MEMBERS' ENTITLEMENT TO COMPENSATION

Pursuant to the Orders of the U.S. Chapter 11 Insolvency Court and the Canadian Court approving the Canadian Data Breach Settlement, the Canadian Data Breach Class Members may submit a claim for compensation two types of claims, as follows.

FIRST: EXTRAORDINARY CLAIMS. 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 Court-appointed Canadian Claims Administrator, Concilia Services Inc., will review and determine the extraordinary claims. If the amount available in the Canadian Extraordinary Claims Distribution Fund is less that 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.

SECOND: ORDINARY CLAIMS. Each Canadian Data Breach Class Member may submit a claim for a pro-rated share of the available settlement distribution funds with respect to an ordinary claim without the need to provide further proof or documentation.

The available settlement fund, after the deduction of the Court-approved legal fees, expenses, costs, honorarium payments and applicable taxes, will be administered and distributed by the Canadian Claim Claims Administrator, in accordance with the Canadian Data Breach Settlement Class Benefits Plan.

A copy of the Canadian Data Breach Settlement Class Benefits Plan is available on the Canadian Settlement Website at https://www.canadian23andmesettlement.ca/en.

D. OPTIONS AVAILABLE TO THE CANADIAN DATA BREACH SETTLEMENT CLASS MEMBERS:

The available options are as follows:

1. **SUBMIT A CANADIAN CLAIM FORM:** To submit a claim for compensation, you must submit a Canadian Claim form by no later 11:59 p.m. Pacific Standard Time on XXXXX, 2026. For further details and instructions, please visit the Canadian Settlement Website at https://www.canadian23andmesettlement.ca/en.
2. **DO NOTHING:** Give up any right to compensation.

CANADIAN CLAIMS ADMINISTRATOR

All inquiries in relation to the administration of the Canadian Data Breach Settlement must be directed to the Court-appointed Canadian Claims Administrator, at the contact information provided below:

Concilia Services Inc.
1-5900 Andover Avenue
Montreal, Quebec, H4T 1H5
Email: 23andMe@conciliainc.com
Phone: +1-888-770-8437

CANADIAN DATA BREACH CLASS COUNSEL

Please note that Class Counsel are not the claims administrator and will not be able to address inquires with respect to the claims process. Canadian Data Breach Class Counsel can be contacted at:

Sage Nematollahi (he/him)
KND Complex Litigation
sn@knd.law

INTERPRETATION

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE SUPREME COURT OF BRITISH COLUMBIA HAVE AUTHORIZED DISTRIBUTION OF THIS NOTICE.

QUESTIONS ABOUT THIS NOTICE SHOULD BE DIRECTED TO THE CANADIAN CLAIMS ADMINISTRATOR AND SHOULD NOT BE DIRECTED TO THE COURTS.