

**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

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<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**

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