

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.

SETTLEMENT AGREEMENT

This *Settlement Agreement* (“Agreement”) is made and entered into on August 4, 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 Settlement Class Representatives (as defined herein) in the consolidated action *In re 23andMe, Inc., Customer Data Security Breach Litigation*, MDL 3098, Case No. 24-md-03098-EMC currently pending before the Honorable Edward M. Chen in the United States District Court for the Northern District of California. The Debtors and the Settlement Class Representatives 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, after the Company’s announcement of the Cyber Security Incident, over 40 putative class action lawsuits were filed against 23andMe asserting claims for various common law torts and various statutory claims.

WHEREAS, on December 21, 2023, 23andMe filed a Motion to Transfer Actions to the Northern District of California pursuant to 18 U.S.C. § 1407 for Coordinated or Consolidated Pretrial Proceedings with the Judicial Panel on Multidistrict Litigation (“JPML”), MDL No. 3098 (the “Cyber Class Action”).

WHEREAS, on April 11, 2024, the JPML centralized the multidistrict litigation before the Honorable Edward M. Chen of the Northern District of California (the “MDL Court”).

WHEREAS, on June 5, 2024, the MDL Court appointed interim co-lead class counsel (“Cyber Class Action Counsel”).

WHEREAS, on June 26, 2024, plaintiffs in the Cyber Class Action filed their consolidated class action complaint against 23andMe.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in 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”).

WHEREAS, on September 5, 2024, representatives (the “Settlement Class Representatives”) of U.S. persons whose personal information was impacted by the Cyber Security Incident (the “Cyber Class Action Members”), by and through Cyber Class Action Counsel, and 23andMe, Inc., entered into that certain Class Action Settlement Agreement and Release (the “Class Action Settlement Agreement” or, as modified by the Conditional Settlement Order (as hereafter defined) and modifications in response thereto, the “Prepetition Settlement Agreement”).

WHEREAS, on December 4, 2024, the MDL Court conditionally granted preliminary approval of the Class Action Settlement Agreement on the terms set forth in the *Order Conditionally Granting Motion for Preliminary Approval* (the “Conditional Settlement Order”).

WHEREAS, on March 12, 2025, 23andMe and Cyber Class Action Counsel filed a status report in the MDL Court confirming that 23andMe intended to go forward with the Settlement as informed by the Court on December 4, 2024.

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.

WHEREAS, on May 30, 2025, Cyber Class Action Counsel, on behalf of the Cyber Class Action Members, filed the *Motion for an Order Allowing Data Breach Victim Class to File a Class Proof of Claim* [Docket No. 539].

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. Cyber Class Action Counsel may file one, consolidated class proof of claim (the “Cyber Class POC”) on behalf of the Cyber Class Action Members, subject to the following:
 1. The Cyber Class POC must be submitted on or before the Cyber Security Incident Bar Date.
 2. The Cyber Class POC may be filed in an amount determined by Cyber Class Action Counsel in accordance with the Bar Date Order and applicable law.

3. The amount of the claim asserted on the Cyber Class POC must include all amounts contemplated in the Cyber Class Action, including, among other things, amounts reserved for (a) attorneys' fees, (b) litigation expenses, (c) service awards for named plaintiffs, (d) settlement administration costs, (e) data monitoring programs (*i.e.*, Privacy Shield), and (f) cash distributions for Cyber Class Action Members.
4. Notwithstanding the filed amount of the Cyber Class POC, or the amount of such Cyber Class POC that is "allowed" following adjudication or administration of the claim in these chapter 11 cases, the aggregate cash distributions to be made on account of the Cyber Class POC shall not exceed \$50 million in the aggregate (the "Cyber Security Incident Settlement Cap"); *provided* that if the Cyber Class POC receives distributions on account of such claim in the form of consideration other than cash or cash equivalents, the value of consideration shall be calculated based on the fair market value ("FMV") of such consideration, which FMV shall be determined by mutual agreement between Cyber Class Action Counsel and the Debtors, in consultation with the Official Committee of Unsecured Creditors (the "Committee"), or, if the parties are unable to reach agreement, the Bankruptcy Court.
5. The Debtors' right to contest the allowed amount of the Cyber Class POC is fully preserved but solely with respect to amounts in excess of \$30 million (the "Cyber Security Incident Minimum Claim").
6. Cyber Class Action Counsel shall engage in good faith negotiations with the Debtors and the Committee regarding the terms of a mutually acceptable chapter 11 plan which is in all material respects consistent with this Agreement (an "Acceptable Plan"), and Cyber Class Action Counsel agree that any plan that is in material respects consistent with this Agreement constitutes an Acceptable Plan.
7. If an Acceptable Plan contemplates separate classification of Cyber Class Action Members as a distinct voting class under such chapter 11 plan, Cyber Class Action Counsel and Cyber Class Action Members shall support such separate classification; *provided* that such class of Cyber Class Action Members receives pro rata treatment with all other general unsecured classes on account of any allowed Cyber Class POC, unless otherwise agreed by Cyber Class Action Counsel or is otherwise in all material respects consistent with this Agreement.
8. Cyber Class Action Counsel shall use commercially reasonable efforts to encourage Cyber Class Action Members to support and vote in favor of an Acceptable Plan, including but not limited to submitting a letter of support for such Acceptable Plan to be included as part of the solicitation package.

9. If an Acceptable Plan contemplates certification of the Cyber Class Action Members as a settlement class pursuant to Rule 23 of the Federal Rules of Civil Procedures (made applicable by Rule 7023 of the Federal Rules of Bankruptcy Procedure), Cyber Class Action Counsel shall seek approval of a process (without objection from the Debtors) whereby:
- (a) The funds approved for the Cyber Class POC will be placed in a Qualified Settlement Fund pursuant to § 468B of the Internal Revenue Code and related Treasury Regulations or similar trust under such plan (the “Cyber Class Action Trust”) for the benefit of Cyber Class Action Members and Cyber Class Action Counsel; *provided* that in the event the placement of funds into such Qualified Settlement Fund impacts tax efficiencies and/ or raises any issues related to regulatory compliance for the Cyber Class Action Trust or any other trust contemplated under an Acceptable Plan, Cyber Class Action Counsel agree to discuss with the Debtors, a plan administrator appointed pursuant to the Plan, and the Committee and/or a general unsecured claims trustee, as applicable, to consider other trust options;
 - (b) Cyber Class Action Counsel will oversee distribution of the Cyber Class Action Trust pursuant to a proposed benefits plan approved by the Court (the “Cyber Class Benefits Plan”);
 - (c) Any Cyber Class Action Member that timely filed a proof of claim (“POC”) shall have the opportunity to “opt out” of the Cyber Class Benefits Plan by timely and validly electing to opt out of the Cyber Class Benefits Plan. Any Cyber Class Action Member that fails to timely opt out of the Cyber Class Benefits Plan, regardless of whether such Cyber Class Action Member timely filed a proof of claim, shall receive benefits as set forth in the Cyber Class Benefits Plan and may not maintain a separate POC in the Chapter 11 Cases. Any Cyber Class Action Member that opts-out may be placed in a separate class under an Acceptable Plan.
 - (d) If more than 2% of the Cyber Class Action Members opt out of the Cyber Class Benefits Plan, the Debtors shall have the option to either (i) provide Cyber Class Action Counsel with notice either (a) terminating the Cyber Security Incident Settlement Cap and Cyber Security Incident Minimum Claim and preserving the Debtors’ ability to object to the full amount of the Cyber Class POC or (b) objecting to certification of the Cyber Class Action Members under Rule 7023 of the Federal Rules of Bankruptcy Procedure; or (ii) impose reductions to the Cyber Security Incident Settlement Cap and Cyber Security Incident Minimum Claim, which reductions shall be calculated at a rate of \$50 per opt out for each opt out in excess of 2% of the total Cyber Class Action Members.

- B. Cyber Class Action Counsel shall support a continued stay of the Cyber Class Action through the effective date of an Acceptable Plan.
- C. Upon the effective date of an Acceptable Plan (the “Plan Effective Date”), Cyber Class Action Counsel shall promptly move to dismiss the Cyber Class Action with prejudice and without costs to any Party.

III. Mutual Releases.

- A. Upon the Plan Effective Date, Cyber Class Action Counsel, Settlement Class Representatives and the Cyber Settlement Class Members (the “Cyber 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, agents, successors, predecessors, and representatives (the “Debtor Released Parties”) for any claims arising out of the Cyber Security Incident that the Cyber 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 Cyber Class Action Parties for any claims arising out of the Cyber Security Incident, including any claims arising out of or relate in any way to the institution, prosecution or settlement of the Cyber Class Action against 23andMe Inc., that the Debtors can, shall, or may have against the Cyber 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 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.** This Agreement shall be binding upon the Debtors and any subsequently appointed chapter 11 or chapter 7 trustee and shall be enforceable by the Settlement Class Representatives 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. To the extent the Bankruptcy Court declines jurisdiction for any reason, the Parties shall request that the MDL Court undertake jurisdiction for the sole purpose of implementing this Agreement.
- 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. **Approval by the Bankruptcy Court.** 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 the entry of any order by the Bankruptcy Court approving of the Agreement in full, which may include the order confirming a chapter 11 plan. Absent such an order, this Agreement and all the provisions hereunder will be of no effect.

[Remainder of the page intentionally left blank.]

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:



Norman E. Siegel
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112
Tel: (816) 714-7100
siegel@stuevesiegel.com

Cari Campen Laufenberg
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3400
Seattle, WA 98101
Tel: (206) 623-1900
claufenberg@kellerrohrback.com

Gayle M. Blatt
CASEY GERRY FRANCAVILLA BLATT LLP
110 Laurel Street
San Diego, CA 92101
Tel: (619) 238-1811
gmb@cglaw.com

Tobias S. Keller
KELLER BENVENUTTI KIM LLP
101 Montgomery Street, Suite 1950
San Francisco, CA 94104
Tel: (415) 496-6723
tkeller@klklp.com

*On behalf of the Settlement Class Representatives and
Cyber Class Action Members*

/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*