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. 1226, 1735, 1808

ORDER GRANTING U.S. DATA BREACH CLASS COUNSEL'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

Upon the motions (the "Motions")[2] of the U.S. Data Breach Settlement Class Counsel ("Class Counsel"), for entry of an order (this "Order") (a) finally approving the U.S. Data Breach Settlement; (b) certifying the U.S. Data Breach Settlement Class for settlement purposes only; (c) approving the attorneys' fee award of 25% of the Settlement Fund; (d) awarding the reasonable expenses requested by Class Counsel in the Motions, the amount of which was updated in their Motion for Final Approval; (e) approving service awards in the amount of $1,000 for each Settlement Class Representative; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motions in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the U.S. Data Breach Class Counsel's Notices of the

[1] The Wind-Down Debtor's service address for purposes of this chapter 11 case 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 and/or the 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").

Motions and opportunity for a hearing on the Motions were appropriate and no other notice need be provided; and this Court having reviewed the Motions and all related filings, and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motions 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 Motions are 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 Motions is hereby authorized and approved on the terms set forth herein.

3. The Court certifies, for settlement purposes only pursuant to Rule 23 of the Federal Rules of Civil Procedure, made applicable hereto by Bankruptcy Rule 7023, the Settlement Class and Statutory Subclass defined in the Settlement Benefits Plan as follows: the U.S. Data Breach Settlement Class is defined as all natural persons who were residents of the United States at any time between May 1, 2023 and October 1, 2023 and who received a notice from 23andMe that their Personal Information was compromised in the Cyber Security Incident. The Statutory Subclass is defined as Settlement Class Members who were residents of Alaska, Oregon, California, or Illinois at any time between May 1, 2023 and October 1, 2023.

4. The U.S. Data Breach Settlement Class and Statutory Subclass specifically exclude: (a) 23andMe and its officers and directors; (b) all Settlement Class Members who timely and validly request to opt-out from the Settlement Class; (c) the Judge assigned to evaluate the fairness of this settlement; (d) potential class members who have provided 23andMe

with an express release of claims arising out of or related to the Cyber Security Incident prior to August 4, 2025; and (e) any holder of a U.S. Data Breach Arbitration Claim.

5. The Court finds that the Settlement Class and Statutory Subclass each satisfy the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: (a) the Settlement Class and Statutory Subclass are each sufficiently numerous that joinder of all members is impracticable, (b) there are questions of law or fact common to the Settlement Class and Statutory Subclass, (c) the Settlement Class and Statutory Subclass Representatives' claims are typical of those of the Settlement Class and Statutory Subclass Members, and (d) the Settlement Class and Statutory Subclass Representatives fairly and adequately protect the interests of the Settlement Class and Statutory Subclass. The Court further finds that the Settlement Class and Statutory Subclass satisfy the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes; that common questions of law and fact predominate over questions affecting individual members, and a class action is a superior method for fairly and efficiently adjudicating the claims of the Settlement Class Representatives and class members.

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

7. For the reasons stated on the record at the January 28, 2026 hearing, the Court finds that notice to the Settlement Class satisfied due process. *See Mullane v. Central Hanover Bank & Trust Co*., 339 U.S. 306, 314 (1950); *DeBoer v. Mellon Mortgage Co*., 64 F.3d 1171, 1176 (8th Cir. 1995).

8. For the small group of individuals who first received email notice on January 5, 2026, those individuals are to be provided supplemental notice and their deadline to object, opt-out, and submit a claim shall be extended to March 1, 2026. Should any objections from this group of individuals be filed by March 1, 2026, the Court will consider them.

9. The Court has considered all objections, including those that are untimely, unfiled, or otherwise procedurally defective, and including the objections by the two non-class members who lack standing to object. The Court overrules all objections for the reasons stated on the record at the January 28, 2026, hearing. *See* Docs. 1674 (Objector Coxhead), 1738 (Objector Bayard), 1775, 1813, 1835 (Objectors Navarro, Brown, Gill, and Lamons), 1799 (Objector Medlock), and those attached as Exhibits K and L to the Declaration of the Settlement Administrator (Objectors Teagle and Delaney). The Court determined that the filing by Salman Jaberi (Doc. 1490), which the Court had originally identified as an objection, is a supplement to his proof of claim and is not an objection to the Settlement.

10. The Class Members listed in **Exhibit 1** are excluded from the Settlement because they properly opted out of the settlement. This list shall be supplemented after March 1, 2026 to include any individuals from the subset of Settlement Class Members who first received notice on January 5, 2026 and who properly opt out by March 1, 2026.

11. The failure to mention any provision of the Settlement in this Order shall not impair its efficacy, it being the intent and effect of this Order that the Settlement and the

compromises and agreements contained therein are approved in all respects and all relief contemplated by the Settlement is hereby granted.

12. The law firms of Stueve Siegel Hanson LLP, Casey Gerry Francavilla Blatt LLP, and Keller Rohrback L.L.P. were appointed as U.S. Data Breach Class Counsel in this case.

13. Class Counsel's request for a fee award in the amount of 25% of the Settlement Fund is granted. "In the Eighth Circuit, use of a percentage method of awarding attorney fees in a common-fund case is not only approved, but also 'well established.'" *In re Xcel Energy, Inc., Securities, Derivative & "ERISA" Litigation*, 364 F. Supp. 2d 980, 991 (D. Minn. 2005) (quoting *Petrovic v. Amoco Oil Co*., 200 F.3d 1140, 1157 (8th Cir. 1999)). Selecting a reasonable percentage depends on "considering relevant factors from the twelve factors listed in *Johnson v. Ga. Highway Express, Inc*., 488 F.2d 714, 719–20 (5th Cir. 1974)." *In re Target Corp. Customer Data Security Breach Litigation*, 892 F.3d 968, 977 (8th Cir. 2018) (cleaned up). The Court finds that the *Johnson* factors weigh in favor of the requested fee: Class Counsel spent considerable time on this case to the preclusion of other employment; the case presented questions that were novel and complex; Class Counsel are skilled and they efficiently resolved this litigation in multiple forums despite the numerous and substantial risks and skilled opposing counsel; Class Counsel took on this case on a purely contingent basis; the benefits that resulted from Class Counsel's efforts are meaningful to the U.S. Data Breach Class; and the requested fee is less than the customary benchmark in the Eighth Circuit. And, despite not being required, the lodestar crosscheck shows that even the highest possible multiplier considered of 2.08 is well within what is permitted in the Eighth Circuit. *See Rawa v. Monsanto Co.*, 934 F.3d 862, 870 (8th Cir. 2019) (approving 5.3 multiplier); *In re Charter Communications, Inc., Securities Litigation*, No. 4:02-1186, 2005 WL 4045741, at *18 (E.D. Mo. June 30, 2005) (finding reasonable a 5.61 cross-

check multiplier).

14. Class Counsel shall have discretion on how to apportion the fee amongst themselves and amongst other Plaintiffs' counsel who may have worked on this case. Once Class Counsel have made their apportionment decisions, and if there are no disagreements with the allocation by other Plaintiffs' counsel, Class Counsel shall file on the record a notice disclosing details of the firms and amounts or percentages allocated. If disagreements exist, then Class Counsel shall file a motion for approval of their proposed allocation.

15. Pursuant to the terms of the Settlement, the Cyber Class Action Parties shall be deemed to, and have agreed 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 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, and the Debtor Released Parties shall be deemed to, and have agreed 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 relating 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. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement or this Order.

16. 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 3 – U.S. Data Breach Class Settlement Claims and/or information relating to such Claims, and Kroll, with the assistance of Class Counsel, shall have exclusive authorization to administer claims of Settlement Class Members in accordance with the terms of the U.S. Data Breach Class Settlement Agreement. In accordance with the terms of the Plan, such Class 3 – U.S. 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 U.S. Data Breach Class Settlement Agreement and the U.S. Data Breach Settlement Class Benefits Plan.

17. Further, Class Counsel's request for $250,400.46 in expenses to be paid from the Settlement Fund is also approved. These expenses were reasonably incurred to litigate this case.

18. Finally, Class Counsel's request for service awards in the amount of $1,000 for each of the 34 Settlement Class Representatives, which will be paid from the Settlement Fund, is granted.

19. Notice of each 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.

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

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

Dated: January 30, 2026
St. Louis, Missouri
cjs

Brian C. Walsh
United States Bankruptcy Judge

Order Prepared By:

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EXHIBIT 1

Exclusion List

Count	First Initial	Last Name
1	A	ABEYTA
2	C	ABEYTA-POWERS
3	C	CAMPOS
4	W	EASOM
5	D	FLATAU
6	N	GARRETT
7	D	GIBSON
8	N	GRABOWSKI
9	D	HAMILTON
10	J	JAY
11	D	JONES
12	L	NIVEN
13	R	PAPOI
14	M	PETERS
15	C	REDMAN
16	D	REDNER
17	D	REY SILVA
18	K	ROBINSON
19	C	SLAVIN
20	C	STARNES
21	S	STREETER
22	B	SUMMAR
23	E	VOLLMER
24	T	WILLIAMS