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

JOINT STIPULATION, GLOBAL SETTLEMENT, AND AGREED ORDER BY AND AMONG THE PLAN ADMINISTRATION TRUST, THE WIND-DOWN DEBTOR, AND THE PEOPLE OF THE STATE OF CALIFORNIA

This stipulation and agreed order (this "Stipulation")[2] is made as of October 16, 2026 by and among the Plan Administration Trust, the wind-down debtor in the above-captioned case (the "Wind-Down Debtor" and, collectively with the Wind-Down Debtor's debtor subsidiaries prior to the Effective Date of the Plan, the "Debtors"),[3] as applicable, and the People of the State of California, by and through their attorney, Rob Bonta, Attorney General of the State of California, ("California" and, together with the Plan Administration Trust and the Wind-Down

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

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Modified Fifth Amended Joint Plan of Chrome Holding Co. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1655] (the "Plan").

[3] On January 21, 2026, the Court entered an order [Docket No. 1843] (the "Case Closing Order"), which (a) closed all of the Debtors' and Wind-Down Debtors', as applicable, Chapter 11 Cases, except for the Chapter 11 Case of Wind-Down Debtor Chrome Holding Co. and (b) directed that all Remaining Matters (as defined in the *Wind-Down Debtors' Application For Entry of an Order (I) Closing Certain Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 1778]) be administered and adjudicated at Wind-Down Debtor Chrome Holding Co. Accordingly, pursuant to the Case Closing Order, the Plan Administration Trust is filing this Stipulation on behalf of Wind-Down Debtor Chrome Holding Co. but this Stipulation relates to all of the California POCs (as defined herein) filed against any of the Debtors or the Wind-Down Debtor, as applicable.

Debtor, the "Parties").[4]

Recitals

WHEREAS, in October 2023, the corporate predecessor of the Debtors identified and disclosed a data breach in which a threat actor obtained unauthorized access to information relating to certain of its customers, including California residents (the "2023 Cyber Security Incident");

WHEREAS, the disclosure of the 2023 Cyber Security Incident resulted in numerous actions being filed or otherwise threatened against the Debtors as well as the initiation of various governmental investigations;

WHEREAS, on March 23, 2025, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Missouri (the "Court");

WHEREAS, on April 30, 2025, the Court entered an order [Docket No. 349], which, among other things, set September 19, 2025, as the deadline by which a governmental unit, as defined in section 101(27) of the Bankruptcy Code, must file proofs of claim in the Chapter 11 Cases (the "Governmental Bar Date");

WHEREAS, on June 27, 2025, the Court entered the *Order (I) Approving (A) the Debtors' Entry Into the Sale Transaction Documents, (B) the Sale to the Purchaser of the Acquired Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, and (C) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (II) Authorizing the Debtors*

[4] Article VI of the Plan provides that "the Plan Administration Trust, and the Representatives, as applicable, shall have the sole authority to . . . (c) settle or compromise any Disputed Claim or Interest without any further notice to or action, Order, or approval by the Bankruptcy Court . . . ." Accordingly, the Parties submit that pursuant to Article VI of the Plan, the Parties can enter into this Stipulation and settle the California POCs (as defined below) and the Disputes (as defined below) without Court (as defined below) approval but are filing this Stipulation with the Court to provide certainty to the Parties. The Plan Administration Trust reserves all rights under Article VI of the Plan, including the right to settle or compromise any Disputed Claim or Interest without any further notice to or action, Order, or approval by the Court (as defined below).

to Consummate Transactions In Connection Therewith; and (III) Granting Related Relief [Docket No. 910] (the "Sale Order"), approving the sale of substantially all of the Debtors' assets to the Chrome Purchaser and overruling California's objection to the sale, among others;

WHEREAS, on July 3, 2025, California filed a notice of appeal in the United States District Court for the Eastern District of Missouri (the "District Court") seeking to appeal the Sale Order (collectively with any other further appeals, the "California Sale Order Appeal");

WHEREAS, on July 14, 2025, at approximately 8:00 a.m. Eastern Time (the "Sale Consummation Date"), the sale of substantially all of the Debtors' assets to the Chrome Purchaser was consummated [Docket No. 994];

WHEREAS, on September 4, 2025, California filed Proof of Claim No. 258657 against Chrome Holding Co. (f/k/a 23andMe Holding Co.) and Proof of Claim No. 258656 against ChromeCo, Inc. (f/k/a 23andMe, Inc.) (collectively, the "California POCs"), which sought an unliquidated amount of civil penalties for police-and-regulatory claims relating to or arising out of the 2023 Cyber Security Incident;

WHEREAS, on December 1, 2025, the Court entered an order [Docket No. 1662] confirming the Plan (the "Confirmation Order"). On December 5, 2025, the Court entered an amended version of the Confirmation Order [Docket No. 1696];

WHEREAS, on December 9, 2025, the Wind-Down Debtor filed a notice [Docket No. 1709] disclosing, among other things, that the Effective Date occurred on December 5, 2025;

WHEREAS, on April 16, 2026, the Plan Administration Trust filed an objection to the California POCs (the "California POC Objection");

WHEREAS, on May 27, 2026, California commenced an action captioned *The People of the State of California* v. *Chrome Holding Co. (f/k/a 23andMe Holding Co.) et al.*, Case No. CGC-26-636891, in the Superior Court of the State of California, City and County of San Francisco (the "State Court Action");

WHEREAS, on May 31, 2026, the Plan Administration Trust filed the *Plan Administration Trust's Emergency Motion to Enforce the Plan and the Confirmation Order Against the State of California* [Docket No. 2212] seeking an order prohibiting California from pursuing the State Court Action and requiring California to dismiss the State Court Action (the "Motion to Enforce");

WHEREAS, on July 10, 2026, the Court entered an order [Docket No. 2333] (the "July 10 Order") granting in part and denying in part the Motion to Enforce;

WHEREAS, on July 17, 2026, California filed a notice of appeal [Docket No. 2364] as to the July 10 Order (the "California State Litigation Appeal");

WHEREAS, on September 29, 2026, the District Court affirmed the Sale Order and dismissed the California Sale Order Appeal with prejudice [Docket No. 2732] (the "September 29 Order");

WHEREAS, on October 16, 2026, California filed a notice of appeal in the United States Court of Appeals for the Eighth Circuit as to the September 29 Order dismissing the California Sale Order Appeal;

WHEREAS, the Plan Administration Trust contends that it may, pursuant to Article XII.R. of the Plan, seek reimbursement from California for attorneys' fees and costs that the Plan Administration Trust and the Wind-Down Debtor incurred as a result of California's commencement of the State Court Action;

WHEREAS, disputes exist between the Parties with respect to, among other things, (a) the California POCs, including the California POC Objection; (b) the State Court Action; (c) the Motion to Enforce, the July 10 Order, and the California State Litigation Appeal; (d) the California Sale Order Appeal; and (e) the Plan Administration Trust's right to seek reimbursement from California of attorneys' fees and costs pursuant to Article XII.R. of the Plan (collectively, with any other pending disputes, claims, causes of action, motions, contested matters, appeals, or other proceedings between California, on the one hand, and any of the Debtors, the Wind-Down Debtor, or the Plan Administration Trust, on the other hand, whether before the Court, the District Court, or any other court or tribunal, the "Disputes");

WHEREAS, the Parties desire to resolve the Disputes globally and consensually by way of this Stipulation to avoid the cost, risk, burden, and delay of litigation while preserving all defenses and without admission of liability by any Party; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Stipulation on the terms set forth herein.

* * *

NOW, IT IS THEREFORE STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED:

1. The foregoing recitals are incorporated herein by reference.

2. The California POCs shall be deemed allowed in the total amount of $6,010,000.00 and classified and treated as Allowed Chrome Other General Unsecured Claims, subject to the terms herein.

3. Within 10 calendar days following the Court's approval of this Stipulation, the Plan Administration Trust shall pay to California a total lump sum of $6,010,000.00 (the "Settlement Amount") in a manner and method to be provided by California to the Plan

Administration Trust. Such funds may be used in the sole discretion of the Attorney General of the State of California to provide consumer relief related to the 2023 Cyber Security Incident and for the costs associated therewith, with any amount not used for that purpose being transferred within one year into the Unfair Competition Law Fund for the exclusive use of the Attorney General for the enforcement of consumer protection laws.

4. The Plan Administration Trust's payment of the Settlement Amount to California, once paid in full, will constitute full and complete satisfaction of the California POCs and, together with the dismissals and releases described herein, will fully and finally resolve the Disputes. For the avoidance of doubt, the Settlement Amount represents the total consideration California shall receive from the Plan Administration Trust, the Debtors, the Wind-Down Debtor, and their estates on account of the California POCs, the Disputes, or any other claims, causes of action, disputes, or other matters between California on the one hand and the Plan Administration Trust, the Wind-Down Debtor, or the Debtors on the other hand.

5. Within four business days of the Plan Administration Trust's payment of the Settlement Amount to California in full, California shall dismiss, or cause to be dismissed, with prejudice, (a) the California State Litigation Appeal; (b) the California Sale Order Appeal; (c) the State Court Action; and (d) any other action, appeal, or proceeding commenced by California that is pending before any court or tribunal and comprises any of the Disputes. Each of the Parties may take any actions as may be reasonably necessary to effectuate the global resolution of the Disputes contemplated by this Stipulation. For the avoidance of doubt, this includes the agreement of the Plan Administration Trust, the Debtors, and the Wind-Down Debtor to: (a) stipulate to the dismissal, without the payment of any costs or fees, of the State Court Action; (b) stipulate to the dismissal, without the payment of any costs or fees, of the California State Litigation Appeal; (c)

stipulate to the dismissal, without the payment of any costs or fees, of the California Sale Order Appeal; and (d) provide the Attorney General with the identifying and contact information of California residents whose information was accessed or otherwise compromised during the 2023 Cyber Security Incident, to the extent reasonably necessary for the distribution of the consumer relief provided for in Paragraph 3.

6. The Notice and Claims Agent may update the claims register in this Chapter 11 Case to designate the California POCs as "satisfied in full" immediately upon payment in full of the Settlement Amount.

7. Notwithstanding anything to the contrary herein, this Stipulation shall become effective only if it is executed by the Plan Administration Trust, the Wind-Down Debtor, and California. Unless and until all such parties have executed this Stipulation, this Stipulation shall be of no force or effect, and the Plan Administration Trust shall have no obligation to pay any portion of the Settlement Amount.

8. Upon execution of this Stipulation, all briefing, discovery or other deadlines currently scheduled relating to the estimation of the California POCs and/or the California POC Objection shall be extended by 30 days. To preserve the currently scheduled proceedings in the event this Stipulation is not approved, the Parties respectfully request that the Court reschedule, subject to the Court's availability, (a) the status conference concerning estimation of the California POCs from November 3, 2026, to December 3, 2026, and (b) the hearing concerning estimation of the California POCs from November 10, 2026, to December 10, 2026.

9. The Plan Administration Trust agrees that the Debtors and the Wind-Down Debtor shall be prohibited from engaging in (a) direct consumer sales of goods and services for five years and (b) collection of (or maintenance of) personally identifiable information for five years other

than personally identifiable information that the Plan Administration Trust is required to retain under the Plan, the Confirmation Order, or the Plan Administration Trust Agreement to fulfill its obligations or perform its duties under those agreements.

10. Upon the Plan Administration Trust's payment of the Settlement Amount, California shall be deemed to, and hereby agrees to, release, acquit, satisfy, and forever discharge the Debtors, the Wind-Down Debtor, their estates, any successors thereto, including the Plan Administration Trust, and each of their former or current members, shareholders, affiliates, related entities, officers, directors, managers, employees, principals, successors, predecessors, and representatives (the "Debtor Released Parties") for any claims arising out of or related to the 2023 Cyber Security Incident or the Disputes, 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. For the avoidance of doubt, the release described herein does not release, acquit, satisfy, or forever discharge any regulatory liability that may have been or may be incurred by the Debtors, the Wind-Down Debtor, their estates, including the Plan Administration Trust, after the Effective Date of the Plan or by the other Debtor Released Parties after the Sale Consummation Date, whether presently existing or arising in the future, solely to the extent such liability does not arise from or relate to the 2023 Cyber Security Incident or the Disputes. For the avoidance of doubt, this release shall in no way apply to 23andMe Research Institute (f/k/a TTAM Research Institute).

11. Upon the Plan Administration Trust's payment of the Settlement Amount, the Plan Administration Trust and the Wind-Down Debtor shall be deemed to, and hereby agree to, release, acquit, satisfy, and forever discharge California and each of its representatives, predecessors, and successors (the "California Released Parties") for any claims arising out of or related to the 2023

Cyber Security Incident or the Disputes, 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. For the avoidance of doubt, the release described herein shall include any and all claims for reimbursement or costs by or on behalf of the Plan Administration Trust and the Wind-Down Debtors related to the Disputes.

12. 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 Stipulation shall not be released.

13. The Parties acknowledge that they have read and understand Section 1542 of the California Civil Code which reads as follows: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party." All Parties hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to any claims that they have between and/or among them regardless of whether they know or suspect them to exist as of the time of the execution of this Stipulation.

14. This Stipulation may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

15. This Stipulation constitutes the entire agreement between the Parties in respect of the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto.

16. Nothing in this Stipulation shall be construed as a waiver of the validity, in part or in whole, of any claim filed by California.

17. Nothing in this Stipulation constitutes a waiver of any other rights under the Bankruptcy Code.

18. This Stipulation shall be binding upon and inure to the benefit of the Wind-Down Debtor, the Debtors, their estates, the Plan Administration Trust, and California, as well as their respective heirs, representatives, predecessors, successors and assigns, as the case may be.

19. Nothing in this Stipulation shall in any way be construed as or deemed to be evidence of or reflect an admission on behalf of any of the Parties to this Stipulation regarding any claim or right that such Party may have against any other Party to this Stipulation unless such claim or right is specifically addressed in this Stipulation.

20. Each of the Parties represents and warrants to the other Parties that it has: (a) entered into this Stipulation freely and voluntarily and with full knowledge of its significance; and (b) been represented by counsel of its own choice in the negotiation, drafting, and execution of this Stipulation.

21. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the "Local Rules"), or otherwise, the terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

22. The Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Stipulation. Any request for relief brought before the Court to resolve a dispute arising from or related to this Stipulation, and the matters agreed to herein, shall be

brought on proper notice and in accordance with the relevant Bankruptcy Rules and the Local Rules.

23. The Plan Administration Trust will provide notice of this Stipulation to the following parties: (a) the U.S. Trustee; (b) the GUC Representative; (c) the Equity Representative; (d) California (or its counsel); (e) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (f) any other person designated by the Court as requiring notice.

24. Notice of this Stipulation as provided herein is hereby deemed good and sufficient notice of this Stipulation, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

25. The Notice and Claims Agent and the Clerk of this Court are authorized to take any and all actions necessary and appropriate to give effect to this Stipulation.

IT IS SO ORDERED.

Dated: October 26, 2026
St. Louis, Missouri
cjs

Brian C. Walsh
United States Bankruptcy Judge

STIPULATED AND AGREED TO THIS 16TH DAY OF OCTOBER 2026:

CHROME HOLDING CO.,

By: *Thomas Walper*
Name: Thomas Walper
Title: Director

PLAN ADMINISTRATOR

By: *Thomas Walper*
Name: Thomas Walper, not individually, but solely as Plan Administrator of the Plan Administration Trust

FOR THE PEOPLE OF THE STATE OF CALIFORNIA:

ROB BONTA
Attorney General

/s/ Ian Hogg
Nicklas A. Akers
Senior Assistant Attorney General
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Dated: October 16, 2026