

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)

Related Doc. 1334

**ORDER (I) PRELIMINARILY APPROVING THE PIXEL CLASS SETTLEMENT  
AGREEMENT BETWEEN THE DEBTORS AND THE PIXEL PLAINTIFFS;  
(II) PRELIMINARILY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES  
ONLY; (III) APPROVING THE FORM AND MANNER OF NOTICE TO CLASS  
MEMBERS OF THE CLASS CERTIFICATION AND SETTLEMENT;  
(IV) SCHEDULING A FAIRNESS HEARING TO CONSIDER FINAL APPROVAL OF  
THE PIXEL SETTLEMENT AGREEMENT; AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors and the Pixel Plaintiffs for entry of an order (this “Order”) (a) preliminarily approving the settlement (the “Settlement”) contemplated in the settlement agreement attached hereto as **Exhibit A** (the “Settlement Agreement”), between the Debtors and the Pixel Plaintiffs, on behalf of the Pixel Settlement Class (together with the Debtors, the “Parties”); (b) certifying the Pixel Settlement Class for settlement purposes only; (c) approving the form and manner of notice to Pixel Settlement Class Members (the “Pixel Class Notice”) attached hereto as **Exhibit B**; (d) approving the claim form (the “Pixel Claim Form”) attached hereto as **Exhibit C**; (e) approving the Pixel Settlement Class Benefits Plan

<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> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

attached hereto as **Exhibit D**; (f) approving the form and manner by which Pixel Settlement Class Members may exclude themselves from the Settlement (the “**Pixel Opt-Out Form**”) attached hereto as **Exhibit E**; (g) scheduling a fairness hearing to consider final approval of the Settlement Agreement; and (h) granting related relief, all as more fully set forth in the Motion; 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 Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, the Pixel Settlement Class and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing, if any, 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 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 sections 105 and 363(b) of the Bankruptcy Code, Bankruptcy Rules 7023 and 9019, Rule 23 of the FRCP and all applicable law, the Settlement Agreement is hereby preliminarily authorized and approved on the terms set forth herein.
3. The Settlement Agreement was negotiated in good faith and is hereby preliminarily approved, subject to a final hearing.

4. The Court preliminarily certifies, for settlement purposes only, pursuant to Rule 23 of the Federal Rules of Civil Procedure, made applicable hereto by Bankruptcy Rule 7023, the Pixel Settlement Class defined in the Motion as follows: any individual who visited <https://www.lemonaidhealth.com/> (the “Website”) between June 30, 2019 (*i.e.*, four years prior to the filing of the complaint in the Pixel Action) through July 14, 2025 (the “Class Period”).

5. The Court preliminarily finds that the Pixel Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: (a) the Pixel Settlement Class is sufficiently numerous that joinder of all members is impracticable, (b) there are questions of law or fact common to the Pixel Settlement Class, (c) the Pixel Plaintiffs’ claims are typical of those of the Pixel Settlement Class, and (d) the Pixel Plaintiffs fairly and adequately protect the interests of the Settlement Class. The Court further preliminarily finds that the Pixel Settlement Class satisfies 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 Pixel Plaintiffs and class members.

6. The Court additionally finds that the Pixel Plaintiffs and Pixel 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 preliminarily 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 at this juncture.

7. Pixel Plaintiffs Michelle Igoe, A.J., H.G., L.V., M.M are hereby appointed as

settlement class representatives.

8. The law firms of Migliaccio & Rathod LLP and Almeida Law Group are hereby appointed as Pixel Class Counsel.

9. The following schedule relating to the approval process for the Settlement Agreement is approved; *provided* that the schedule may be modified as mutually agreed between the Debtors and Pixel Class Counsel without further order of the Court; *provided, further*, that any such modification(s) to the schedule do not shorten the time periods in respect of the Notice Deadline, the Objection and Opt-Out Deadline, and the Claims Deadline:

EVENT	DEADLINE
23andMe shall serve or cause to be served the notice required by the CAFA	10 days following the filing of the Motion for Preliminary Approval
23andMe shall, for the purpose of facilitating Pixel Class Notice, provide or cause to be provided to the Pixel Claims Administrator information about the Pixel Settlement Class Members to effectuate the Notice Plan	No later than 30 days following entry of the Preliminary Approval Order
Plan Confirmation Hearing	November 19, 2025 or as soon as reasonably practicable
Notice plan substantial completion deadline (“ <u>Notice Deadline</u> ”)	10 days following the Plan Confirmation Hearing
Pixel Class Counsel shall file a motion for fees, expenses, costs, and Service Awards	25 days following the Plan Confirmation Hearing
Deadline for objections and opt outs (“ <u>Objection and Opt-Out Deadline</u> ”)	40 days following the Plan Confirmation Hearing
Pixel Class Counsel shall file all papers in support of the application for the Final Approval Order and Final Judgment	55 days following the Plan Confirmation Hearing
Hearing on Final Approval of the Settlement	January 20, 2026 at 10:00 a.m., prevailing Central Time



EVENT	DEADLINE
Deadline for submitting a claim (“ <u>Claims Deadline</u> ”)	90 days following the Plan Confirmation Hearing

10. The forms of the Class Notice to Pixel Settlement Class Members (in substantially the form attached hereto as **Exhibit B**) concerning the Settlement Agreement and the process Pixel Settlement Class Members must follow to exclude themselves from or object to the Settlement Agreement are hereby approved.

11. The Claim Form attached hereto as **Exhibit C** and the method of distributing benefits to Pixel Settlement Class Members, including the method of processing class-member claims as set forth in the Motion, are hereby approved.

12. The Pixel Settlement Class Benefits Plan attached hereto as **Exhibit D** including the allocation of the Pixel QSF is hereby approved.

13. The Pixel Opt-Out Form attached hereto as **Exhibit E** and the manner and method by which Pixel Settlement Class Members may exclude themselves from or object to the Settlement are hereby approved.

14. Kroll Notice Media Solutions (“Kroll”) is hereby authorized to serve as the Settlement Administrator for the Pixel Settlement Class.

15. Pixel Class Counsel or their designee, including the Settlement Administrator, shall bear the responsibility of the preparation and service of the Class Notice by (a) email using the same email list the Pixel Defendants used to notify their affected customers of the Bar Dates; and (b) via publication, as described in the SA. *See* SA., Ex. A, Term Sheet for Pixel Class Benefits Plan.

16. Eligible Pixel Class Members shall be provided with the opportunity to opt out of the Pixel Settlement Class by timely and validly making the appropriate election in the

Solicitation Materials in accordance with the solicitation procedures approved by the Court in connection with the Disclosure Statement Motion.

17. Nothing herein modifies the Bar Date Order, including with respect to the General Bar Date, for any individual who did not timely file a Pixel POC.

18. Pixel Class Members who wish to object to the Settlement must send such objection, according to the instructions set out in the Class Notice, such that it is received by the Parties and filed with the Court no later than the objection deadline set forth in this Order and the Class Notice, which shall be set at forty (40) days following the Plan Confirmation Hearing.

19. The Court shall, if objections are filed, conduct a hearing for final consideration and approval of the Settlement Agreement and the award of Pixel Class Counsel's fees and expenses, which hearing shall take place at least sixty (60) days after the Plan Confirmation Hearing.

20. No creditor, other than the Pixel Settlement Class Members defined in the Settlement Agreement, shall gain any rights by reason of the Settlement Agreement. Nor shall the Settlement Agreement be admissible and/or used in any fashion in any action by any creditors.

21. All of the Debtors' rights and defenses to any claim that is not the subject of this Settlement Agreement are expressly reserved.

22. In furtherance of this Order, the Settlement Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by mutual agreement of the Parties without further order of the Court, provided such modification, amendment, or supplement is not material.

23. 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 preliminarily approved in all respects and all relief contemplated by the Settlement is hereby granted; *provided* that, for the avoidance of doubt, the releases contemplated in Section III of the Settlement Agreement are subject to entry of the Final Approval Order and upon entry thereof, such releases will be effective as of the Plan Effective Date.

24. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim unless expressly contemplated herein; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

25. 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.


26. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

28. No later than two business days after the date of this Order, the Debtors shall serve on the Notice Parties a copy of the Order and shall file a certificate of service no later than 24 hours after service.

29. The Final Approval Hearing is set for January 20, 2026 at 10:00 a.m., prevailing Central Time.

Dated: October 2, 2025  
St. Louis, Missouri  
cjs

  
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Brian C. Walsh  
United States Bankruptcy Judge

**Order Prepared By:**

**Carmody MacDonald P.C.**

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*Counsel to the Debtors and Debtors in  
Possession*

**Exhibit A**

Settlement Agreement

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 September 16, 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, the “Company”) and the named plaintiffs (the “Lead Plaintiffs”) in *A.J., et al. v. Lemonaid Health Inc. and LMND Medical Group, Inc. d/b/a Lemonaid Health*, No. 3:23-cv-03288 pending before the Honorable Rita F. Lin in the United States District Court for the Northern District of California (the “Pixel Action”). The Debtors and the Lead Plaintiffs may be referred to individually as a “Party” and together as “Parties.”<sup>1</sup>

### **RECITALS:**

WHEREAS, in November 2021, the Company acquired Debtor Lemonaid Health, Inc., an on-demand platform providing access to medical care and pharmacy services online and offering telemedicine, lab and pharmacy fulfillment services to patients in all 50 states and the District of Columbia.

WHEREAS, Debtor Lemonaid Health, Inc. (“Lemonaid”) has extensive contractual relationships with four non-Debtor professional medical corporations, including LMND Medical Group, Inc. A Professional Corporation (California) (“LMND”), that are 100% owned by licensed medical providers in four jurisdictions.

WHEREAS, on June 30, 2023, undersigned counsel (with the exception of Levenfeld Pearlstein, LLC, “Pixel Counsel”) on behalf of the Lead Plaintiffs and putative class members comprising any individual who visited <https://www.lemonaidhealth.com/> (the “Website”) between June 30, 2019 (*i.e.*, four years prior to the filing of the complaint in the Pixel Action) through July 14, 2025 (collectively, the “Pixel Putative Class Action Members”) commenced the Pixel Action alleging damages and seeking injunctive relief arising from certain purported aspects of Lemonaid and LMND’s (collectively, the “Pixel Defendants”) operation and maintenance of the Website.

WHEREAS, the operative complaint in the Pixel Action (the “Third Amended Complaint” or “TAC” attached as Exhibit 2 to Docket No. 837) alleges, in principal part, that the Pixel Defendants embedded certain “pixels” or tracking technologies (“Pixel Technologies”) on the

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<sup>1</sup> 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”).

Website to “intercept and disclose” Pixel Putative Class Action Members’ Private Information<sup>2</sup> to third parties.

WHEREAS, on October 25, 2024, certain of the claims set forth in the TAC were dismissed by the Honorable Rita F. Lin in the United States District Court for the Northern District of California (the “Pixel Court”).

WHEREAS, on November 7, 2024, the Pixel Defendants filed their answer to the TAC as to the remaining claims.

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, as of the Petition Date, the Lead Plaintiffs had not moved for class certification in the Pixel Action.

WHEREAS, as of the Petition Date, the Pixel Action is stayed against Lemonaid under section 362 of the Bankruptcy Code.

WHEREAS, on April 11, 2025, the Lead Plaintiffs and Pixel Defendants filed a joint *Stipulation Extending the Automatic Stay to Defendant LMND Medical Group, Inc.* [Docket No. 216] extending the automatic stay to Pixel Defendant LMND until the earlier of (a) the Debtors’ emergence from the chapter 11 cases and (b) the dismissal or conversion of the Debtors’ chapter 11 cases to a case under chapter 7 of the Bankruptcy Code.

WHEREAS, on April 30, 2025, the 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 July 14, 2025 (the “General Bar Date”) as the deadline for filing general proofs of claim against the Debtors.

WHEREAS, the Bar Date Order required, among other things, that 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 in respect of the Pixel Action (collectively, the “Rule 7023 Issues”) to be fully briefed before the General Bar Date.

WHEREAS, on June 20, 2025, the Lead Plaintiffs, on behalf of the Pixel Putative Class Action Members, filed the *Motion for an Order Allowing Pixel Class to File a Class Proof of Claim* [Docket No. 837].

WHEREAS, by the July 14, 2025 General Bar Date, Lead Plaintiffs filed class proofs of claim on behalf of the Pixel Putative Class Action Members (the “Pixel Class POCs”) in amounts exceeding \$165 billion in aggregate;

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<sup>2</sup> As defined in the TAC, “Private Information” includes Pixel Putative Class Members’ “individually identifiable health information . . . and protected health information.” TAC ¶ 1.



WHEREAS, on July 22, 2025, the Debtors filed the *Debtors' Objection to the Motion for an Order Allowing Pixel Class to File a Class Proof of Claim* [Docket No. 1033].

WHEREAS, on August 4, 2025, the Lead Plaintiffs, on behalf of the Pixel Putative Class Action Members, filed the *Reply in Support of the Motion for an Order Allowing Pixel Class to File a Class Proof of Claim* [Docket No. 1087].

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. Notwithstanding the filed amount of the Pixel Class POCs, one Pixel Class POC shall be deemed to be an allowed claim in the amount of \$3,250,000.00 (the "Pixel Class Allowed Claim") against each of the Lemonaid Health, Inc., Chrome Holding Co., and ChromeCo, Inc. Debtors; *provided* that the recovery on account of the Pixel Class POC is subject to the single satisfaction rule and will not exceed \$3,250,000.00 of distributions on an aggregate basis. The remaining Pixel Class POCs will be withdrawn or on an agreed basis expunged.
  - B. Pursuant to this Agreement, Pixel Counsel and Lead Plaintiffs further agree to the following:
    1. Pixel Counsel shall engage in good faith negotiations with the Debtors and the official committee of unsecured creditors (the "Creditors' Committee") and the official committee of equity holders (the "Equity Committee," and together with the Creditors' Committee, the "Committees") regarding the terms of a mutually acceptable chapter 11 plan (an "Acceptable Plan").
    2. If any plan, whether or not it is an Acceptable Plan, contemplates separate classification of Pixel Putative Class Action Members from other general unsecured creditors, Lead Plaintiffs and Pixel Counsel shall support such separate classification; *provided* that such class of Pixel Putative Class Action Members receives pro rata treatment with all other general unsecured classes on account of the Pixel Allowed Claim, unless otherwise agreed by Pixel Counsel.
    3. Pixel Counsel shall use commercially reasonable efforts to encourage Pixel Putative 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.

4. If an Acceptable Plan contemplates certification of the Pixel Putative 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), Pixel Counsel and the Debtors shall seek approval of a process whereby:
  - a) The funds approved for the Pixel Class Allowed Claim will be placed in a qualified settlement fund (the “Pixel QSF”) for the benefit of Pixel Putative Class Action Members and Pixel Counsel, with Kroll, or another administrator and custodian designated by Pixel Counsel subject to the consent of the Debtors, or any successor thereto, including a plan administrator appointed pursuant to an Acceptable Plan (the “Plan Administrator”), as applicable, which consent shall not be unreasonably withheld; *provided* that in the event the placement of funds into such Pixel QSF impacts tax efficiencies and/or raises any issues related to regulatory compliance for the Pixel QSF or any other trust contemplated under an Acceptable Plan, Pixel Counsel shall discuss with the Debtors or the Plan Administrator, as applicable, and in consultation with the Committees, to consider other trust options, at no additional cost to the Debtors’ estates;
  - b) Pixel Counsel may oversee distribution of the Pixel QSF pursuant to a proposed benefits plan approved by the Bankruptcy Court substantially in the form set forth as **Exhibit A** hereto (the “Pixel Class Benefits Plan”) as part of its order under rules 9019 and 7023 of the Federal Rules of Bankruptcy Procedure preliminarily approving and implementing the terms of this Agreement, which may be separate from or a provision of the order confirming an Acceptable Plan (the “Preliminary Approval Order”);
  - c) The Debtors shall use commercially reasonable efforts to reasonably determine if any Pixel Putative Class Action Member other than the named plaintiffs timely filed a proof of claim (a “Pixel POC”) and, if any Pixel POCs exist, such claims shall have the opportunity to “opt out” of the Pixel Class Benefits Plan by filing a timely request to opt out. Nothing in this Agreement between the Parties nor any Bankruptcy Court approval thereof shall, or shall be deemed to, (i) extend the General Bar Date, (ii) create a new opportunity to file proofs of claim, (iii) constitute a basis of excusable neglect for the failure to timely file a proof of claim, or (iv) compel or prejudice the allowance of a timely-filed individual Pixel POC in any amount;
  - d) Any Pixel Putative Class Action Member that fails to timely opt out of the Pixel Class Benefits Plan shall receive benefits as set forth in the

Pixel Class Benefits Plan. The Lead Plaintiffs and Pixel Counsel shall not object to any Pixel Putative Class Action Member who timely filed an individual proof of claim and opts out being placed in a separate class under the Plan; and

- e) With respect to the Pixel Putative Class Action Members (i) who filed individual POCs, (ii) who opt out of the Pixel Class Benefits Plan in accordance with the opt-out procedures approved by the Bankruptcy Court, and (iii) if applicable, whose Pixel POCs have been subject to certain claims objection procedures, to which the Pixel Putative Class Action Member complied with the requirements of such procedures and for which the Bankruptcy Court denied the disallowance of such claim (the “Opt-Out Pixel Claim”), the Debtors or the Plan Administrator, as applicable, may deduct and withhold from the funds approved for the Pixel Class Allowed Claim amounts that may be necessary to fund distributions on account of such Opt-Out Pixel Claims.
- 5. Upon the effective date of an Acceptable Plan (the “Plan Effective Date”), Pixel Counsel shall promptly move to dismiss the Pixel Action with prejudice and without costs to any parties in the Pixel Action, including, for the avoidance of doubt, Lemonaid and LMND.
- 6. The Pixel Putative Class Action Member who is a member of the Creditors’ Committee shall continue to exercise her fiduciary duty in her capacity as such, including seeking the recusal of her advisers, counsel or proxies from any deliberations or votes of the Creditors’ Committee which counsel to the Creditors’ Committee determines to be appropriate under the Creditors’ Committee’s by-laws.
- 7. 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 Pixel 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 Pixel Class Allowed Claim by way of an objection to the Final Approval Order; *provided, however*, that in the event an Acceptable Plan that has the support of the Equity Committee is approved by the Bankruptcy Court and such plan goes effective in accordance with its terms, the Equity Committee shall not so object to the Approval Order; *provided further* that the hearing to consider the Agreement on a final basis shall not take place before a plan in these chapter 11 cases, whether or not it is an Acceptable Plan, goes effective in accordance with its terms.

### III. Mutual Releases.

- A. Upon the Plan Effective Date, Pixel Counsel, the Lead Plaintiffs and the Pixel Putative Class Action Members who timely filed individual Pixel POCs and who do not opt out of the Pixel Class Benefits Plan (the “Pixel 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 Pixel Technologies that the Pixel 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. Pixel Putative Class Members who (i) timely filed individual Pixel POCs, (ii) opted out of the Pixel Class Benefits Plan and (iii) do not otherwise agree to provide the releases contemplated in the Plan, shall not be deemed to be “Releasing Parties” as contemplated under an Acceptable Plan.
- 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 Pixel Parties for any claims arising out of the Pixel Technologies, including any claims arising out of or related in any way to the institution, prosecution or settlement of the Pixel Action against Lemonaid Health, Inc. that the Debtors can, shall, or may have against the Pixel 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.** 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 Pixel Counsel and Lead 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. **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 the Preliminary Approval Order and the Final Approval Order (the “Approval Orders”). Absent such orders, this Agreement and all the provisions hereunder will be of no effect.
- XVII. **Rule 7023.** The form of Approval Orders and motions in support thereof shall contain additional provisions and exhibits (including declarations) customary for proceedings seeking the application of rule 7023 of the Bankruptcy Procedures to class proofs of claim, including but not limited to those arising under rule 23 of the Federal Rules of Civil Procedure and the Class Action Fairness Act of 2025.

*[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:



---

**ALMEIDA LAW GROUP LLC**

Matthew J. Langley  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Tel: (773) 554-9354  
Email: matt@almeidalawgroup.com



---

**MIGLIACCIO & RATHOD, LLP**

Nicholas A. Migliaccio  
412 H. St. NE #302  
Washington, DC 20002  
Tel: (202) 470-3520  
Email: nmigliaccio@classlawdc.com

*On behalf of the Lead Plaintiffs and Pixel Putative 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*)

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New York, New York 10019

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Email: [pbasta@paulweiss.com](mailto:pbasta@paulweiss.com)  
[chopkins@paulweiss.com](mailto:chopkins@paulweiss.com)  
[jchoi@paulweiss.com](mailto:jchoi@paulweiss.com)  
[ghotz@paulweiss.com](mailto:ghotz@paulweiss.com)

*On behalf of the Debtors and Debtors in Possession in  
the above-captioned cases*



## **Exhibit A**

### **Term Sheet for Pixel Class Benefits Plan**

#### **Certain Definitions**

“Gross Fund”: that amount of cash received, or securities or other property received if and after converted to cash, on account of the Pixel Class Allowed Claim.

“Net Fund”: Gross Fund less Service Awards, Trial Counsel Fee, and Expenses.

“Expenses”: the documented out of pocket costs of Trial Counsel, including but not limited to the fees and expenses of LP at standard hourly rates; the fees and expenses of DA (DA’s fee being \$150,000 plus 7.5% of any excess of the Gross Fund over \$1 million); and the fees and expenses of the Plan Administrator.

“Trial Counsel”: Almeida Law Group, LLC and Migliaccio & Rathod LLP.

“Class Bankruptcy Professionals”: DA and LP.

“DA”: Dundon Advisers LLC

“LP”: Levenstein Pearlstein

“Trial Counsel Fee”: one-third of the Gross Fund

“Service Awards”: \$15,000 to Michelle Igoe and \$10,000 for each other Lead Plaintiff

#### **Provision**

The Plan Administrator shall from the Gross Fund transfer to Trial Counsel the Trial Counsel Fee and Expenses, excepting DA’s and LP’s fees and expenses which it shall pay directly to such firms, and its own fees and expense which it shall retain, and shall pay the Service Awards to each of the Lead Plaintiffs.

The Plan Administrator shall by way of a website, notice of which shall be provided by email to each absent class member of the Pixel Class who receives bankruptcy notices by email, and notice of which shall be provided to each other absent class member by publication, permitting such absent class members (a) to certify he or she accessed the Lemonaid website at least once during the proposed class period, (b) to certify he or she did not consent to the actions alleged in the District Court action to have occurred and to have been improper, (c) to provide payment and tax information, and (d) to consent to the releases of the Settlement and the Chapter 11 Plan, and, having done each of the foregoing, become a “Participating Class Member.” The website shall be functional no later than the latter of December 1, 2025 or two months after the Chapter 11 Plan becomes effective, and the opportunity to participate shall close [four months] later. The Plan Administrator shall remove from the list of Participating Class Members any person whose sign up fails customary algorithmic and other anti-fraud measures.

After the opportunity to become a Participating Class Member has closed, the Plan Administrator shall distribute the Net Fund *pro rata* among all Participating Class Members.

**Exhibits B-1 and B-2**

Pixel Class Notices

## **EXHIBIT B.1**

Pixel Email Notice

To:  
From:  
Subject:

Claim ID: \_\_\_\_\_

## **Did you visit [lemonaidhealth.com](https://www.lemonaidhealth.com/) between June 30, 2019 through July 14, 2025? You may be eligible for a cash payment from a \$3.25 million class action settlement.**

A federal bankruptcy court has authorized this Notice. This is not a solicitation from a lawyer.

A Settlement has been reached with Lemonaid Health, Inc. and LMND Medical Group, Inc. d/b/a Lemonaid Health (collectively, “Lemonaid Health”) in a class action lawsuit about whether it installed and implemented tracking pixels on its website, <https://www.lemonaidhealth.com/>, that disclosed users individually identifiable health information and protected health information (together “Private Information”) to third parties such as Facebook and Google (together the “Pixel Information Recipients”) without users’ knowledge or consent. Lemonaid Health denies any wrongdoing. No judgment or determination of wrongdoing has been made.

### **➤ Who Is Included?**

You received this email because records indicate you may be included in this Settlement as a Settlement Class Member. The Settlement Class includes everyone who visited <https://www.lemonaidhealth.com/> between June 30, 2019 through July 14, 2025 (“Pixel Settlement Class Members”).

### **➤ What Does the Settlement Provide?**

If the Settlement is approved by the Court, a \$3.25 million Settlement Fund will be established. After deducting attorneys’ fees (up to 33.33% of the Settlement Fund) and expenses, up to \$65,000 in service awards to the Class Representatives, and the costs of administering the Settlement, the balance of the Fund will be used to make payments to Pixel Settlement Class Members who submit a valid Claim Form.

### **➤ How To Get Benefits:**

Use your unique Claim ID (located at the top of this email) to file your Claim Form online at [\[website\].com](#). You can also download a Claim Form from the Settlement Website or request one by calling toll free 1- - -. You must submit your Claim Form online by **11:59 p.m. Central Time on Month XX, 202X** or by mail postmarked by **Month XX, 202X**.

### **➤ Your Other Options**

- 1. Opt Out:** If you do not want to be legally bound by the Settlement or receive a payment from it, you must Opt-Out of the Settlement by **Month XX, 202X**. If you Opt-Out of the Settlement, you keep your right, if any, to separately pursue claims regarding the disclosure of your Private Information to the Pixel Information Recipients that are not otherwise barred or released by the bankruptcy proceedings. If you Opt-Out of the Settlement, you will be barred from pursuing any and all claims you have against Lemonaid Health, Inc. and any of the debtors in the bankruptcy proceedings titled *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.)*, et al., Case No. 25-40976-357 (Bankr. E.D. Mo.) (the “Bankruptcy Proceedings”). Please note that any Pixel Settlement Class Members who (a) timely filed individual proofs of claim in the Bankruptcy Proceedings and (b) did not timely or validly opt out of the Pixel Settlement Class as part

of the solicitation process in the Bankruptcy Proceedings, may no longer opt out by submitting an Opt-Out form.

2. **Object:** If you want the Court to know you that you don't like the Settlement and/or the request for attorneys' fees and expenses or service awards, you may submit an objection. Objections must be filed electronically or in person with the Court or may be mailed to the Court and postmarked on or before **Month XX, 202X**. If you object to the Settlement and/or attorneys' fees and expenses or service awards, you are choosing to stay in the Settlement Class and must submit a Claim Form to receive a cash payment.
3. **Do Nothing:** If do nothing and you are a Pixel Settlement Class Member, you will not receive a payment from this Settlement, you will be legally bound by all orders of the Court, and you will not be able to start, continue, or be part of any other lawsuit against Lemonaid Health or Related Entities about the disclosure of your Private Information to the Pixel Information Recipients or any other claims released by the bankruptcy proceedings.

Instructions on how to act on your options are available at [\[website\].com](#).

➤ **When will the Court decide whether to finally approve the Settlement?**

The Court has scheduled a Final Approval Hearing in this case for **Month XX, 202X**, to consider: (1) whether to approve the Settlement; (2) whether to approve attorneys' fees of up to 33.33% of the Settlement Fund plus expenses; (3) whether to approve Service Awards totaling up to \$65,000; and (4) whether any of the objections should be sustained. You or your own lawyer, if you have one, may ask to appear and speak at the Final Approval Hearing at your own expense, but you do not have to.

➤ **How Can I Get More Information?**

For complete information about all of your rights and options, as well as to obtain a Claim Form, view the [Class Notice](#), the Settlement Agreement, and other related documents, visit [\[website\].com](#), call 1-\_\_\_\_-\_\_\_\_ or access the Court Electronic Records (PACER) system online at <https://www.moeb.uscourts.gov>.

NOTICE AUTHORIZED BY: United States Bankruptcy Court for the Eastern District of Missouri

## **EXHIBIT B.2**

### **Pixel Class Action Notice**

United States Bankruptcy Court for the Eastern District of Missouri  
*In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*  
Case No. 25-40976-357

# Class Action Notice

***Authorized by the U.S. Bankruptcy Court***

Did you visit  
[lemonaidhealth.com](https://lemonaidhealth.com)  
between June 30,  
2019 through July  
14, 2025?

You may be eligible for  
a cash payment from a  
class action settlement.

**Read this notice.**

**Your options:**

- Submit a Claim Form by [date].
- Opt-Out by [date].
- Object by [date].
- Do nothing.

## Important things to know:

- This is a class notice for the *A.J., et al. v. Lemonaid Health Inc. and LMND Medical Group, Inc. d/b/a Lemonaid Health*, Case No. 3:23-cv-03288 filed in the United States District Court for the Northern District of California (the "Pixel Action").
- The parties in the Pixel Action have reached a Settlement which has been preliminarily approved by the United States Bankruptcy Court for the Eastern District of Missouri as *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976-357.
- If you take no action, you will still be bound by the Settlement.
- You must file a Claim Form to receive a cash payment.
- Read this notice carefully and completely as it tells you what you can get from the Settlement with Lemonaid Health. It also describes what your other options are.



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# About this Notice

## 1. Why did I get this Notice?

A federal bankruptcy court authorized this Notice because you have a right to know about the proposed Settlement in the case, and all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any appeals are resolved, an administrator appointed by the Court will process all claims, make payments, and provide access to the benefits that the Settlement allows. You can keep informed of the progress [here](#).

### This Notice Explains:

- The lawsuit
- The Settlement
- Your legal rights
- The Settlement benefits
- Who can get benefits
- How to get benefits

## 2. What do I do next?

Read this Notice carefully to determine if you are a Settlement Class Member and to understand the Settlement and its benefits.

You must submit a Claim Form to receive a cash payment.

Read on to understand the specifics of the Settlement, your choices, and what each choice would mean for you.

## 3. What are the deadlines I should be aware of?

- Your deadline to Object: **[date]**
- Your deadline to Opt-Out of the Settlement: **[date]**
- Your deadline to submit a Claim Form: **[date]**
- Final Approval Hearing: **[date]**

# Learning About the Lawsuit

## 4. What is this lawsuit about?

The lawsuit claims that Lemonaid Health Inc. installed and implemented tracking pixels on its website, <https://www.lemonaidhealth.com/>, that disclosed users individually identifiable health information and protected health information (together "Private Information") to third parties without users' knowledge or consent.

### Private Information varied by individual, but may have included:

medical conditions users were seeking treatment for, medications and services sought, Facebook ID, IP address

## 5. What is the lawsuit called?

The federal lawsuit was initially entitled *A.J., et al. v. Lemonaid Health Inc. and LMND Medical Group, Inc. d/b/a Lemonaid Health*, Case No. 3:23-cv-03288. In March 2025, Chrome Holding Co. (formerly known as 23andMe Holding Co.), the company affiliated with Lemonaid Health Inc. and LMND Medical Group, Inc. (collectively, "Lemonaid Health"), initiated bankruptcy proceedings, *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976-357 (E.D. Mo.) ("Bankruptcy Proceedings"). In the Bankruptcy Proceedings, the individuals who sued Lemonaid Health are now called the Pixel Class Representatives ("Class Representatives") and Lemonaid Health is now referred to as the "Debtor." U.S. Bankruptcy Judge Brian C. Walsh is overseeing the Bankruptcy Proceedings.

## 6. What are the claims in the lawsuit?

The Class Representatives claim that Lemonaid Health unlawfully disclosed their Private Information to unauthorized third parties such as Facebook and Google (together the "Pixel Information Recipients") and that they suffered harm as a result. Lemonaid Health denies any wrongdoing, and no court or other entity has made any judgment or determination as to who is right or wrong, or that any law has been violated.

### Want to know more?

Review the most recent [Complaint](#), which describes the Class Representatives' legal claims against Lemonaid Health, and the relief sought in the lawsuit.

## 7. What is a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other people who have experienced the same or similar circumstances. These individuals are known as "class representatives." Together, the people included in the class action are called a "class," "class members" or "Settlement Class Members."

## 8. Why is there a Settlement in this lawsuit?

The Court did not decide in favor of the Class Representatives or the Debtors. Instead, both sides agreed to a settlement. That way, they avoid the risk and cost of further litigation and allow the Settlement Class Members to receive payments from the Settlement. The Class Representatives and Pixel Class Counsel believe the Settlement is in the best interests of the Settlement Class.

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide benefits to class members.



# Important Facts About the Settlement

## 9. How do I know if I am part of this Settlement?

You are a Settlement Class Member if you visited <https://www.lemonaidhealth.com/> between June 30, 2019 through July 14, 2025 ("Pixel Settlement Class Members").

## 10. Are there exceptions to being included?

Yes, the Pixel Settlement Class **does not** include:

- 1) Lemonaid Health and its officers and directors;
- 2) all Pixel Settlement Class Members who timely and validly elect to Opt-Out from the Pixel Settlement Class; and
- 3) the Judge assigned to evaluate the fairness of this Settlement.

## 11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-\_\_\_-\_\_\_-\_\_\_, send an email to \_\_\_@\_\_\_.com or explore this [website](#) for more information.

## 12. What claims am I releasing if I stay in the Settlement Class?

Unless you exclude yourself or "opt out" from the Settlement, you will remain in the Pixel Settlement Class, which means that all of the Court's orders will apply to you and legally bind you, and you agree to the "Mutual Releases" set forth in Section III of the [Settlement Agreement](#). In contrast, if you opt out of the Settlement, you will retain any remaining rights regarding the disclosure of your Private Information to the Pixel Information Recipients that are not otherwise barred or released by the bankruptcy proceedings.

# The Settlement Benefits

## 13. What does the Settlement provide?

If the Settlement is approved by the Court, a \$3,250,000 Settlement Fund will be established. The Settlement Fund will be used to:

- (1) Make cash payments to Pixel Settlement Class Members who submit valid Claim Forms; See Nos. 14-15
- (2) Pay Service Awards to Class Representatives (up to a total of \$65,000), as approved by the Court;

### Want to know more?

For more detailed information on the benefits of the Settlement, please see the [Settlement Agreement](#) and [Pixel Class Benefits Plan](#).

- (3) Pay attorneys' fees of up to 33.33% of the Settlement Fund and reimburse expenses, as approved by the Court; and
- (4) Pay the costs of notifying Pixel Settlement Class Members of the Settlement, and for the administration of the Settlement.

#### 14. How do I get a Settlement payment?

To get a Settlement Payment you must submit a Claim Form. You can submit a Claim Form with the required attestation online or by U.S. mail. Online Claim Forms must be submitted by **11:59 p.m. Central Time on XXXX, XX, 202X**. Mailed Claim Forms must be postmarked by **XXXX, XX, 202X**. To fill out and submit a Claim Form online, click [here](#).

##### **Submit a Claim Form**

Claim Forms can be submitted [online](#) or printed from the [Settlement Website](#) and mailed to:

Lemonaid Settlement Administrator

\_\_\_\_\_  
\_\_\_\_\_

#### 15. When will I get my payment?

The Court will hold a hearing on **XXXX, XX, 202X**, to consider:

- (1) whether to approve the Settlement;
- (2) any objections;
- (3) the requests for awards to the Class Representatives (a total of \$65,000); and
- (4) the request for an award of attorneys' fees (up to 33.33% of the Settlement Fund) and expenses to Pixel Class Counsel for their work in this Litigation.

##### **Please be patient.**

Settlement payments will be distributed as soon as possible once the Court grants Final Approval of the Settlement and after any appeals are resolved in favor of the Settlement.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Members will be informed of the progress of the Settlement [here](#).

#### 16. How much will my payment be?

Payment amounts will not be determined until after the deadline to file a claim has passed. The Net Settlement Fund (amount remaining after deducting attorneys' fees and expenses, Class Representative service awards, and the costs of administering the Settlement) will be distributed equally among all Pixel Settlement Class Members who submit a valid Claim Form.



## Excluding Yourself from the Settlement

### 17. Why would I Opt-Out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep your right, if any, to separately pursue claims regarding the disclosure of your Private Information to the Pixel Information Recipients that are not otherwise barred or released by the bankruptcy proceedings, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. Please note that by opting out, you will not be entitled to any of the benefits contemplated in this Settlement and you will be barred from pursuing any and all claims you may have against Lemonaid Health, Inc. or any of the debtors in the Bankruptcy Proceedings.

### 18. How do I Opt-Out of the Settlement?

Settlement Class Members who timely filed an individual proof of claim in the Bankruptcy Proceedings were provided with the opportunity to opt out of the Settlement through the chapter 11 solicitation process.

If you did not timely file an individual proof of claim in the Bankruptcy Proceedings, you may exclude yourself from the Settlement by submitting a completed and signed Opt-Out request. Please note, however, that Settlement Class Members who (a) timely filed individual proofs of claim in the Bankruptcy Proceedings and (b) did not timely or validly opt out of the Settlement as part of the chapter 11 solicitation process, may no longer opt out by submitting an Opt-Out request.

Your written Opt-Out request must include:

- (1) the case name and number of the Litigation: *In re: Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976-357;
- (2) your name, current mailing address, and email address;
- (3) a statement indicating that you are a Pixel Settlement Class Member and you want to be excluded from this Settlement, for example "I am a Pixel Settlement Class Member because I accessed [www.lemonaidhealth.com](http://www.lemonaidhealth.com) at least once between June 30, 2019 through July 14, 2025 and I want to be excluded from this Settlement"
- (4) your signature.

You may only exclude yourself—not any other person unless that person is under your legal guardianship (such as a minor child). Opt-Out requests seeking exclusion on behalf of more than one individual may be found invalid by the Settlement Administrator at its sole discretion.

Your Opt-Out request must be postmarked **no later than XXXXX, 202X** to:



## 19. What happens if I Opt-Out of the Settlement?

If you ask to be excluded ("Opt-Out"), you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a Settlement payment, and you cannot object to the Settlement. You will retain any remaining rights to pursue claims regarding the disclosure of your Private Information to the Pixel Information Recipients that are not otherwise barred or released by the Bankruptcy Proceedings (note that you will still be barred from pursuing any and all claims you may have against Lemonaid Health, Inc. or any of the debtors in the Bankruptcy Proceedings).

## 20. If I Opt-Out, can I get any benefits from this Settlement?

No. If you Opt-Out, you will not receive a Settlement payment.

# Objecting to the Settlement

## 21. What does it mean to object to the Settlement?

If you are a Pixel Settlement Class Member, you may object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. The Court will consider your views. If the Court denies approval, no Settlement payments will be provided to anyone, and the lawsuit will continue. If that is what you want to happen, you should object.

## 22. How do I tell the Court that I don't like the Settlement?

To object to the Settlement, you must submit a letter or other document to the Court that includes:

- (1) the case name and number of the Litigation: *In re: Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976-357;
- (2) your full name, address, telephone number, and email address (if any);
- (3) information which verifies you are a Pixel Settlement Class Member (e.g., the unique Claim ID provided on the Email Notice you received about this Settlement, or a sworn statement indicating that you accessed the Lemonaid website at least once during the proposed class period, such as "I certify that I accessed [www.lemonaidhealth.com](http://www.lemonaidhealth.com) at least once between June 30, 2019 through July 14, 2025 and therefore am a Pixel Settlement Class



Member”);

- (4) a statement of all of the grounds for your objection, accompanied by any legal support for your objection;
- (5) a statement of whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (6) a statement of whether you intend to personally appear or speak at the Final Approval Hearing;
- (7) the identity of all counsel representing you and whether they will appear at the Final Approval Hearing;
- (8) a statement of whether you have sold or otherwise transferred your right of recovery to this Settlement to another person or entity, and, if so, the identity of the person or entity; and
- (9) your personal signature or your duly authorized representative’s signature.

Your objection must be submitted to the Court by: (a) mailing it to the address below; or (b) delivering it in person at the United States Bankruptcy Court for the Eastern District of Missouri located at 111 South 10<sup>th</sup> St., 4<sup>th</sup> Floor, St. Louis, Missouri 63102. **Your objection must be filed, received by the Clerk, or postmarked on or before 11:59 p.m. (Central Time) on XXXXX, 202X.**

Clerk’s Office  
United States Bankruptcy Court for the Eastern District of Missouri  
111 South 10th St., 4<sup>th</sup> Floor  
St. Louis, MO 63102

## 23. May I or my attorney speak at the Final Approval Hearing objection?

Yes, you or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

## The Lawyers Representing You

### 24. Do I have a lawyer in this case?

The Court has appointed lawyers, called “Pixel Class Counsel” to represent the Settlement Class in this case. Pixel Class Counsel are Matthew J. Langley of Almeida Law Group LLC and Nicholas A. Migliaccio of Migliaccio & Rathod, LLP:

Matthew J. Langley  
ALMEIDA LAW GROUP LLC  
849 W. Webster Avenue  
Chicago, IL 60614

Nicholas A. Migliaccio  
MIGLIACCIO & RATHOD, LLP  
412 H. St. NE #302  
Washington, DC 20002

You will not be charged for their services.

## 25. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement. If you object to the Settlement or otherwise want to be represented by your own lawyer, you may hire one at your own expense.

## 26. How will the lawyers be paid?

Pixel Class Counsel will ask the Court to approve payment of up to 33.33% of the Settlement Fund for attorneys' fees and reimbursement of litigation expenses incurred in this case. The Court will decide how much Pixel Class Counsel will be paid and the amount of their reimbursement.

Lawyers' fees and expenses will only be awarded if approved by the Court as fair and reasonable in amount.

You have the right to object to the lawyers' fees even if you think the Settlement terms are fair. The lawyers' motion for attorneys' fees and costs will be filed with the Court and posted on the Settlement Website on or before **[notice date]**.

# If You Do Nothing

## 27. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a payment from this Settlement and you will give up any remaining rights to pursue claims regarding the disclosure of your Private Information to the Pixel Information Recipients.

# The Court's Final Approval Hearing

## 28. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. The hearing will be held at:



**Where:** United States Bankruptcy Court for the Eastern District of Missouri, 111 South 10th St., Courtroom 5 North, St. Louis, MO 63102

**When:** [time] on [date]

The date and time of the Final Approval Hearing may change without further notice to the class. You should check the [Settlement Website](#) frequently to confirm that the date has not changed.

Because the Settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the Settlement before it can take effect.

**Case:** *In re Chrome Holding Co. (f/k/a 23andMe Holding Co.), et al.*, Case No. 25-40976-357

**Judge:** The Honorable Brian C. Walsh

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court may also decide how much Pixel Class Counsel and the Class Representatives are entitled to under the Settlement. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

## 29. Do I have to come to the hearing?

No. Pixel Class Counsel will answer questions the Court may have about the Settlement. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider your objection if it was filed on time.

# Key Resources

## 30. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement and the Settlement Benefits Plan. The Settlement Agreement and other related documents can be found [here](#).

If you have additional questions, you may:

- contact the Settlement Administrator by email, phone or mail;
- contact Pixel Class Counsel (information below); or
- access the Court Electronic Records (PACER) system online at <https://www.moeb.uscourts.gov/> or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
<b>Settlement Website</b>	_____
<b>Email</b>	_____
<b>Phone</b>	1-__-__-__
<b>Settlement Administrator</b>	_____ _____ _____
<b>Your Lawyers</b>	Matthew J. Langley ALMEIDA LAW GROUP LLC 849 W. Webster Avenue Chicago, IL 60614  Nicholas A. Migliaccio MIGLIACCIO & RATHOD, LLP 412 H. St. NE #302 Washington, DC 20002
<b>Court</b>	Office of the Clerk United States Bankruptcy Court for the Eastern District of Missouri 111 South 10th St., 4 <sup>th</sup> Floor St. Louis, MO 63102 HOURS: 8:30 a.m. to 4:30 p.m., Monday through Friday, except court-observed holidays.  More information about the Court Clerk's office hours and other locations can be found at <a href="https://www.moeb.uscourts.gov/court-info/court-locations">https://www.moeb.uscourts.gov/court-info/court-locations</a> .  <b>PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.</b>

**Exhibit C**

Pixel Claim Form

\*Barcode\*

Must be  
postmarked or  
submitted online  
NO LATER THAN  
XXXXXXX, 202X.

Claims Administrator

www.[website].com

## Lemonaid Health Claim Form

You may submit this Claim Form online at [www.\[website\].com](http://www.[website].com) or by mailing it to the address above. You must submit your Claim Form online by **11:59 p.m. Central Time on Month XX, 202X** or by mail postmarked by **Month XX, 202X**.

If you file your claim online, you will receive an electronic payment unless you designate otherwise. If you mail this Claim Form, you will receive your payment via check. Tax information may be required to receive a Settlement payment.

### Section I: Your Information

Name: \_\_\_\_\_  
First Name Middle Initial Last Name

Address: \_\_\_\_\_  
Street Address Apt.#/Suite

Address: \_\_\_\_\_  
City State Zip Code

Email Address: \_\_\_\_\_

### Section II: Payment Selection (select only one):

☐ PayPal ☐ Venmo ☐ eMastercard ☐ Zelle

[the Settlement Class Member will be required to provide the email address or phone number associated with selection]

☐ Check [the Settlement Class Member will be required to verify their mailing address]

### Section III: Certification & Signature

By signing this Claim Form, I (a) certify that I have accessed <https://www.lemonaidhealth.com/> at least once between June 30, 2019 through July 14, 2025, (b) did not consent to the actions alleged in the District Court action to have occurred and to have been improper, (c) agree provide payment and tax information, if required, and (d) consent to the releases of the Settlement and the Chapter 11 Plan.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Exhibit D**

Pixel Settlement Class Benefits Plan



### **PIXEL SETTLEMENT CLASS BENEFITS PLAN**

1. **Purpose.** The purpose of this Pixel Settlement Class Benefits Plan (“**Benefits Plan**”) is to document the benefits to be provided to members of the Pixel Class and the procedure for administration of the Pixel Class Settlement Agreement and the Pixel Class Settlement Fund.

2. **Capitalized Terms.** Unless otherwise defined herein, the capitalized terms used in **Benefits Plan** have the meaning ascribed to them in the Pixel Class Settlement Agreement.<sup>1</sup>

3. **Settlement Class.** The Pixel Settlement Class is defined as any individual who visited <https://www.lemonaidhealth.com/> (the “**Website**”) between June 30, 2019 through July 14, 2025.

4. **Funding of Pixel Class Settlement Fund.** The Pixel Class Settlement Fund shall be funded as and when provided under Debtors’ bankruptcy plan and the Court’s order confirming such plan. Subject to the Bankruptcy Court’s final approval of the Pixel Class Settlement Agreement and the Debtors’ plan going effective, the Pixel Class shall be deemed one allowed class proof of claim (the “**Pixel Class Allowed Claim**”) in the amount of \$3,250,000.00 (the “**Settlement Amount**”) against each of the Lemonaid Health, Inc., Chrome Holding Co., and ChromeCo, Inc. Debtors, *provided that* payment of the Pixel Class allowed claim will not exceed \$3,250,000.00 of distributions on an aggregate basis. As further explained below, the funds available for distribution after application of fees and expenses are estimated to be approximately \$1,770,000.00.

5. **Establishment of Settlement Website.** On or by the later of (a) December 1, 2025 and (b) the date two (2) months following the effective date of the bankruptcy plan (such later date, the “**Notice Date**”), the settlement administrator (“**Kroll**”) shall establish the Settlement Website. The Settlement Website shall permit members of the Pixel Class (a) to certify that he or she accessed the Lemonaid website at least once during the Class Period; (b) to certify that he or she did not consent to the actions alleged in the Pixel Class Action to have occurred and to have been improper; (c) to provide payment and tax information; and (d) to consent to the releases of the Pixel Class Settlement Agreement and the Plan, and, by having done each of the foregoing (completion of such steps, the class member’s “**Enrollment**”), become an “**Enrolled Class Member**.” The Settlement Website also shall permit members of the Pixel Class who have not timely filed proofs of claim in the bankruptcy case to opt out of the Pixel Class Settlement Agreement, thereby becoming a “**Non-Participating Class Member**.” The Settlement Website also shall include instructions on how to enroll or opt out by mail, provided that a Class Member who chooses to enroll or opt out by mail must do so by a submission postmarked by no later than the Enrollment Deadline. Class Members may also object to the Pixel Class Settlement Agreement as further explained in section 6 below.

6. **Objection Process.** Class Members who wish to object to the Pixel Class Settlement Agreement must do so by filing a timely written objection with the Clerk of Court at 111 S. Tenth Street, Fourth Floor, Saint Louis, Missouri 63102, filed or postmarked no later than the Objection Deadline identified therein. The objection must include: (a) the case name and number of the Bankruptcy Case; (b) the full name, address, telephone number, and email address of the objecting Class Member; (c) information which verifies the objector is a Class Member (e.g. a copy of the Class Notice addressed to the objector); (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection; (e) a statement confirming whether the objector intends to personally appear or testify at the final approval hearing of the Pixel Class Action Settlement; (f) the identity of all counsel representing the objector and whether they will appear at the final approval hearing of the Pixel Class Action Settlement; (g) a statement

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<sup>1</sup> The foregoing documents are available online at <https://restructuring.ra.kroll.com/23andMe/Home-Index>.



of whether the objector has sold or otherwise transferred the right of their recovery to another person or entity and, if so, the identity of the person or entity; and **(h)** the objector's signature or that of the objector's other duly authorized representative.

7. Claim Noticing. On or by the Notice Date, the Plan Administrator shall provide notice of the Settlement Website as follows: **(a)** by email to each Class Member of the Pixel Class who received notice of the deadline to file proofs of claim in the bankruptcy case, by email, and **(b)** for all others, by publication.

8. Enrollment and Opt-Out Deadline. Class Members who did not file a proof of claim in the bankruptcy case may become an Enrolled Class Member by visiting the Settlement Website and completing the steps identified in section 5, above, on or by the date four (4) months after the Notice Date (the "Enrollment Deadline"). Such Class Members may become a Non-Participating Class Member by opting out as identified in section 5, above, on or before the Enrollment Deadline. Class Members who timely filed a proof of claim who choose to become a Non-Participating Class Member must do so by making the appropriate opt-out election on the voting ballot furnished to them by the Debtors as part of the plan solicitation process. Such form must be completed and returned by no later November 6, 2025.

9. Anti-Fraud Measures. Kroll shall remove from the roster of Enrolled Class Members any person whose Enrollment fails customary algorithmic and other anti-fraud measures.

10. Payment of Professional Fees and Expenses. Pixel Class Counsel intends to seek allowance of its fees and expenses in an amount of approximately one-third of the Settlement Amount (approximately \$1,083,333.33). Upon the transfer of the Pixel Class Settlement Initial Payment to the Pixel Class Settlement Fund, Kroll shall transfer from the Gross Fund to Pixel Class Counsel for such counsel's allowed fees and expenses, except DA and LP's fees and expenses, which Kroll shall pay directly to those firms.

11. Payment to Kroll. Kroll shall pay its own fees and expenses from the Gross Fund. Kroll's estimated fees and expenses are \$330,000.00.

12. Payment of Service Awards. Upon the transfer of the Pixel Class Settlement Initial Payment to the Pixel Class Settlement Fund, Kroll shall transfer from the Gross Fund to each of the Lead Plaintiffs the Service Awards. Pixel Class Counsel shall, upon Kroll's request, furnish or cause to be furnished to Kroll the information necessary for Kroll to complete such transfers. The parties have sought approval of a \$15,000.00 service award for Michelle Igoe and \$10,000.00 for each other Lead Plaintiff.

13. Distribution of Net Fund. The Net Fund will comprise the Settlement Amount (subject to availability of funds), less the fees, expenses, and awards described in sections 10-12 above, or approximately \$1,770,000.00. The amounts in the Net Fund shall be distributed to Enrolled Class Members *pro rata*. Enrolled Class Members will be able to select a method of payment, including options for digital payment. If Kroll determines that the selected payment method is unavailable or otherwise administratively infeasible, a check will be issued at the Enrolled Class Member's last known mailing address or to any updated address located with commercially reasonable effort.

14. Residual Funds. If, after the first distribution of the Net Fund to Enrolled Class Members, additional funds enter the Net Fund in an amount insufficient to pay the administrative costs of another distribution, such remaining amounts in the Net Fund shall be distributed to a *cy pres* recipient in the non-profit healthcare sector.

15. Disputes. To the extent Kroll determines that a claim is deficient in whole or in part, within twenty-one (21) days after Kroll processes all claims, Kroll shall notify the Enrolled Class Member in writing (including by email where the Enrolled Class Member selects email as their preferred method of communication) of the deficiencies and provide the Enrolled Class Member thirty (30) days to cure the deficiencies. The notice shall inform the Enrolled Class Member that they can either attempt to cure the deficiencies outlined in the notice or dispute the determination in writing. If the Enrolled Class Member attempts to cure the deficiencies or disputes the determination but, in the sole discretion and authority of Kroll fails to do so, Kroll shall notify the Enrolled Class Member of that determination within fourteen (14) days of the determination. Kroll shall have the sole discretion and authority to determine whether a claim is deficient in whole or in part but may consult with Pixel Class Counsel in making individual determinations subject to this dispute process.

16. Miscellaneous. No person shall have any claim against Kroll, the Debtors, Pixel Class Counsel, Debtors' Counsel, any of the released parties, and/or the Settlement Class Representatives based on distributions of benefits to Class Members. Information submitted by Class Members pursuant to the terms of the Pixel Class Settlement Agreement shall be deemed confidential and protected as such by Pixel Class Counsel, the Debtors, and Kroll.

17. Modification of Benefits Plan. Should the parties determine, after final approval of the Pixel Class Settlement Agreement and the Debtors' bankruptcy plan, that provisions of this Benefits Plan should be modified in the interests of justice, they shall seek the Court's approval for such modification.

**Exhibit E**

Pixel Opt-Out Form

## Lemonaid Health Opt-Out Form

Submit this Opt-Out Form to tell the Court that you do not want to be part of this Settlement. In doing so, you will not be eligible to receive a Settlement payment, and you cannot object to the Settlement. You will only retain any rights to sue, continue to sue, or pursue claims regarding the disclosure of your Private Information to the Pixel Information Recipients that are not otherwise barred or released by the bankruptcy proceedings (you will be barred from pursuing any and all claims you may have against Lemonaid Health, Inc. and any of the debtors in the bankruptcy proceedings).

You may only exclude yourself or a person under your legal guardianship (such as a minor child). You may not seek exclusion on behalf of more than one individual, if you do, your Opt-Out may be found invalid by the Settlement Administrator at its sole discretion.

You must submit a completed and signed Opt-Out request by U.S. mail postmarked no later than **XXXXX, 202X** to the address below.

### **Section I: Your Information**

Name: \_\_\_\_\_  
First Name Middle Initial Last Name

Address: \_\_\_\_\_  
Street Address Apt.#/Suite

Address: \_\_\_\_\_  
City State Zip Code

Email Address: \_\_\_\_\_

### **Section II: Confirmation & Signature**

By signing this Opt-Out Form I am stating:

- 1) I am a Pixel Settlement Class Member because I accessed [www.lemonaidhealth.com](http://www.lemonaidhealth.com) at least once between June 30, 2019 through July 14, 2025; and
- 2) I want to be excluded from the Settlement in *In re Chrome Holding Co. (f/k/a 23andMe Holding Co., et al.)*, Case No. 25-40976-357 (E.D. Mo.).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

### **Section III: Mail Your Opt-Out Form**

Opt-Out Forms must be postmarked no later than **XXXXX, 202X**, to:
