

Before the American Arbitration Association

If You Purchased the 23andMe Personal Genome Service (the “PGS”) Between October 16, 2007 and November 22, 2013, You Are Entitled To Compensation

This is not a solicitation from a lawyer.

- A proposed settlement has been reached in a class action arbitration. The arbitration claims that 23andMe, Inc. (“23andMe”) sold its Personal Genome Service (“PGS”) to consumers based on inaccurate or misleading information regarding the PGS’s specifications and capabilities, and compliance with applicable federal and state laws. 23andMe denies these claims. The Arbitrator did not rule in favor of Claimants or 23andMe. Instead, the parties agreed to a proposed settlement to avoid the expense and risks of continuing the arbitration.
- You are a class member if you are a resident of the United States of America who purchased for personal use the PGS from 23andMe between October 16, 2007 and November 22, 2013 (“Class Period”) other than for purposes of resale or distribution or to provide to third parties for purposes of research or education.
- If you are a class member, you will be entitled for each PGS unit that you purchased during the Class Period to receive either a Certificate for \$40.00 off the cost of a 23andMe Genetic Testing Kit (the terms of the Certificate are detailed in Ex. 1 to the Settlement Agreement), or \$12.50 in Cash Compensation for each PGS unit that you purchased during the Class Period. You will be entitled to make an election for the \$12.50 in Cash Compensation for each PGS unit that you purchased during the Class Period. If you do not timely elect the Cash Compensation, you will receive the Certificate after the settlement is final.

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the settlement of this Arbitration,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
WHAT IS THIS?	A proposed settlement has been reached in a class action arbitration. The arbitration alleges that 23andMe sold the PGS to consumers based on inaccurate or misleading information regarding the PGS unit’s specifications and capabilities.
SUBMIT AN ELECTION ONLINE OR POSTMARKED BY DECEMBER 6, 2017	This is the only way to receive the Cash Compensation. If you do not submit an Election you will receive the Certificate after the settlement is final. By submitting an Election, you will give up any rights to sue 23andMe separately about the same legal claims in this arbitration.
EXCLUDE YOURSELF FROM THE CLASS BY OCTOBER 20, 2017	If you opt out of the settlement, you will not be eligible to receive the Certificate or Cash Compensation, but you will keep any rights to sue 23andMe separately about the same claims alleged in this arbitration.
OBJECT OR COMMENT BY OCTOBER 20, 2017	You may write to the Arbitrator about why you do, or do not, like the settlement. You must remain in the class to comment in support of or in opposition to the settlement.
APPEAR IN THE ARBITRATION OR ATTEND A HEARING ON NOVEMBER 15, 2017	You may ask to speak before the Arbitrator about the fairness of the settlement. You may enter your appearance with the American Arbitration Association and/or retain an attorney to represent you at your own cost if you so desire.
DO NOTHING	If you do nothing, you will still receive the Certificate but will receive no Cash Compensation. You also give up your right to sue 23andMe on your own regarding any claims that are part of the settlement.

- Your options – **and the deadlines to exercise them** – are further explained in this Notice.

BASIC INFORMATION

1) Why did I get this Notice?

If you purchased for personal use one or more PGS in the U.S. from 23andMe during the Class Period other than for purposes of resale or distribution or to provide to third parties for purposes of research or education, you have a right to know about a proposed settlement of a class action arbitration and your options. If you have received this Notice in the mail or by e-mail, you have been identified from available records as a purchaser of the PGS.

The Arbitrator ordered that you be given this Notice because you have a right to know about a proposed settlement of a class action arbitration, and about your options. If the Arbitrator finally approves this settlement, KCC Class Action Services, a Settlement Administrator appointed by the Arbitrator, will oversee the distribution of the Certificates and Cash Compensation. If you register for updates you can be informed of the progress of the settlement.

This Notice explains the arbitration, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Arbitrator in charge of the case is Robert L. Brent of the American Arbitration Association, and the arbitration is known as *Karen Davis-Hudson and Sarah Diaz v. 23andMe, Inc.*, AAA Case No. 74-20-1400-0032. The people who sued are called the Claimants, and the company they sued, 23andMe, is called the Respondent.

2) What is this arbitration about?

This arbitration claims that 23andMe sold the PGS between October 16, 2007 and November 22, 2013 to consumers based on inaccurate or misleading information regarding the PGS's specifications and capabilities.

23andMe denies that it did anything wrong. The Arbitrator has not made any ruling on the factual allegations in the arbitration.

3) What is a class action arbitration and who is involved?

In a class action arbitration, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." One arbitrator resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4) Am I part of this Class?

If you fit into the following description, you are a Class Member:

All persons and entities resident in the United States of America who purchased for personal use the PGS from 23andMe during the Class Period other than for purposes of resale or distribution or to provide to third parties for purposes of research or education. Excluded from the Settlement Class are (1) employees of 23andMe, including its current or former directors, officers and counsel; (2) any entity that has a controlling interest in 23andMe; (3) 23andMe's affiliates and subsidiaries; and (4) the Arbitrator to whom this case is assigned and any member of the Arbitrator's immediate family. For an explanation of some of the Definitions used in this Notice, you can refer to the Settlement Agreement, which can be accessed at www.23andMesettlement.com.

THE CLAIMS IN THE ARBITRATION

5) What does the arbitration complain about?

23andMe sells the PGS throughout the United States. Claimants allege that 23andMe sold the PGS to consumers based on inaccurate or misleading information regarding the PGS's specifications and capabilities, and in violation of state and federal law. You can read *Claimants' First Amended Demand for Class Action Arbitration* at www.23andMesettlement.com.

6) How does 23andMe answer?

23andMe denies any wrongdoing and denies the Claimants' allegations. You can read 23andMe's *Response to the First Amended Demand for Class Action Arbitration* at www.23andMesettlement.com.

7) Has the Arbitrator decided who is right?

The Arbitrator has not decided whether the Claimants are, or 23andMe is, correct. Instead, the parties agreed to a proposed settlement.

YOUR LEGAL RIGHTS AND OPTIONS

You have to decide now whether to submit a claim, do nothing at all, comment on or object to the proposed settlement, or ask to be excluded from the proposed settlement.

8) What does the proposed settlement provide if I submit a claim?

If you are a Class Member you will be entitled, for each PGS unit that you purchased during the Class Period, to receive either a Certificate for \$40.00 off the cost of a 23andMe Genetic Testing Kit, or \$12.50 in Cash Compensation. The terms and conditions of the Certificate are set forth more fully in Exhibit 1 to the Settlement Agreement, which can be accessed in the “Settlement Documents” section of the settlement website, www.23andMesettlement.com and also will be provided with the Certificate. The Certificate can be fully transferable by gift to any person for the purchase of a Genetic Testing Kit in addition to any other available discounts, but may not be sold or bartered.

You will be entitled to make an Election for the Cash Compensation for each PGS unit that you purchased during the Class Period. If no Election is timely received, the Class Member will receive the Certificate after the settlement is final.

9) How do I submit an Election Form?

Class Members who wish to receive a Cash Compensation must submit an Election, which they can do either online at www.23andMesettlement.com, by mail, e-mail or facsimile. If no Election is timely received, the Class Member will receive the Certificate after the settlement is final.

If you submit it by e-mail or facsimile, you must do so on or before 11:59 p.m. Pacific Time on December 6, 2017. Alternatively, you may also submit your Election Form by mailing it to the following address: **23andMe Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000**. It must be postmarked no later than December 6, 2017.

If you received this Notice in the mail or by e-mail, a link or directions on how to make the Election notification online is included.

10) What happens if I do nothing at all?

By doing nothing, you are electing to stay in the Class but will not receive a Cash Compensation. If no Election is timely received, the Class Member will receive the Certificate after the settlement is final.

Keep in mind that if you do nothing now, you will not be able to separately sue, or continue to sue, 23andMe as part of any other arbitration or lawsuit for the same claims that are the subject of this arbitration. You will also be legally bound by all of the Orders the Arbitrator and awards the Arbitrator issues in this arbitration. You must exclude yourself to start an arbitration or lawsuit, continue with an arbitration or lawsuit, or be part of any other arbitration or lawsuit against 23andMe about the subject matter of this arbitration ever again.

11) Why would I ask to be excluded?

If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get a Certificate or Cash Compensation from the proposed settlement. However, you may then be able to separately sue or continue to sue 23andMe for the legal claims that are the subject of this arbitration. If you exclude yourself, you will not be legally bound by the Arbitrator’s awards in this proposed settlement.

If you bring your own arbitration or lawsuit against 23andMe after you exclude yourself, you will have to hire and pay your own lawyer for that arbitration or lawsuit, and you will have to prove your claims. If you exclude yourself so you can start or continue your own arbitration against 23andMe, you should talk to your own lawyer soon, because your claims may be subject to a filing deadline called a statute of limitations.

12) How do I exclude myself from the Class?

To exclude yourself from the Class, you must send a written request for exclusion *that is postmarked no later than October 20, 2017*, to:

**23andMe Settlement Administrator
P.O. Box 404000
Louisville, KY 40233-4000**

Your request for exclusion **must** be signed by you and contain, in writing: (1) the name of this arbitration, “*Davis-Hudson, et al. v. 23andMe, Inc.*, AAA Case No. 74-20-1400-0032”; (2) your full name and address, telephone number; (3) a clear statement of your intention such as “I wish to be excluded from the Class and do not wish to participate in the settlement.”

13) How do I tell the Arbitrator I don’t like the proposed settlement?

You can ask the Arbitrator to deny approval by filing an objection with the Arbitrator. You cannot ask the Arbitrator to order a larger settlement; the Arbitrator can only approve or deny the settlement. If the Arbitrator denies final approval, no Certificates or Cash Compensation will be sent out and the arbitration will continue. If that is what you want to happen, you must object. If you believe the settlement is unsatisfactory, you may hire your own lawyer to appear before the Arbitrator for you if you wish; however, if you do, you will be responsible for paying that lawyer on your behalf. The Arbitrator will consider your views. By objecting, you understand that you may be subject to discovery.

To object, you must file with the American Arbitration Association a document signed by you or your counsel that contains all the following:

- Your name, current e-mail and U.S. mail address, telephone number, and your lawyer’s name and address if you are objecting through counsel;
- Clearly identify the case name and number of the arbitration, *Davis-Hudson, et al. v. 23andMe, Inc.*, AAA Case No. 74-20-1400-0032;
- A statement of your objections and a detailed description of the grounds for each objection you make;
- All the papers you intend to present to the Arbitrator in opposition to the Settlement Agreement.

Your objection must be signed, emailed to rlbmail@ucla.edu, or postmarked on or before October 20, 2017 with the Arbitrator at:

American Arbitration Association
950 Warren Avenue
East Providence, RI 02914
Re: *Davis-Hudson v. 23andMe, Inc.*
Robert L. Brent, Arbitrator

14) What’s the difference between objecting and excluding?

Objecting is telling the Arbitrator you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Arbitrator you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

15) Can I appear or speak in this arbitration and proposed settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this arbitration and proposed settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

16) How can I appear in this arbitration?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this arbitration, you must file with the Arbitrator a “Notice of Appearance.” The Notice of Appearance must contain the title of the arbitration, a statement that you wish to appear at the final approval hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the final approval hearing on the proposed settlement. If you submit an objection (see question 14 above) and would like to speak about the objection at the final approval hearing, both your Notice of Appearance and your objection should be included in that information.

Your Notice of Appearance must be signed, mailed, and **postmarked by** October 20, 2017 to the Arbitrator at:

American Arbitration Association
950 Warren Avenue
East Providence, RI 02914
Re: *Davis-Hudson v. 23andMe, Inc.*
Robert L. Brent, Arbitrator

THE LAWYERS REPRESENTING YOU

17) Do I have a lawyer in this case?

The law firms of Whatley Kallas, LLP and Podhurst Orseck, P.A. (collectively, “Class Counsel”) represent you and the other Class Members. You will not be charged for these lawyers. More information about Whatley Kallas, LLP and Podhurst Orseck, P.A., their practice, and the firms’ lawyers are available at www.whatleykallas.com and www.podhurst.com.

18) Should I get my own lawyer?

If you choose to remain in the Class, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will be responsible for paying that lawyer.

19) How will the lawyers and the class representative be paid?

From the inception of the litigation in January 2014 to the present, Class Counsel have not received any payment for their services in prosecuting the case, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Arbitrator to finally approve the settlement, Class Counsel will also make a motion to the Arbitrator for an award of attorneys’ fees and expenses for an amount either agreed to or to be awarded by the Arbitrator up to \$2,250,000. No matter what the Arbitrator decides with regard to the requested attorneys’ fees and expenses, Settlement Class Members will never have to pay anything toward the fees or expenses of Class Counsel.

When Class Counsel ask the Arbitrator to finally approve the settlement, they will also ask for payment of up to \$10,000 each for the two named Class Representatives in the arbitration. The payments to the named Class Representatives will be based on the hours they expended acting as Class Representatives. No conditions have been placed on requesting or obtaining such awards.

THE ARBITRATOR’S FAIRNESS HEARING

20) When and where will the Arbitrator decide whether to approve the settlement?

The Arbitrator will hold a final approval hearing at 11:00 a.m. on November 15, 2017, at The Orrick Building, 405 Howard Street, San Francisco, California 94105. This date may change without further notice to the class. Check the settlement website at www.23andMesettlement.com to confirm that the date has not been changed. At this hearing, the Arbitrator will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections that have been properly submitted, the Arbitrator will consider them. The Arbitrator will listen to people who have asked to speak at the hearing. The Arbitrator will also consider Class Counsel’s request for an award of attorneys’ fees, reimbursement of expenses and Class Representative payments. After the hearing, the Arbitrator will decide whether to approve the settlement, and whether to grant Class Counsel’s request for attorneys’ fees, expenses and Class Representative payments. We do not know how long these decisions will take. You may attend and you may ask to speak, but you don’t have to attend or speak.

21) Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Arbitrator may have. You are welcome to attend the hearing at your own expense. If you send an objection, you don’t have to come to the hearing to talk about it. As long as you served your written objection on time and as set forth above, the Arbitrator will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

22) May I speak at the hearing?

You may ask the Arbitrator for permission to speak at the final approval hearing. To do so, you must follow the steps above. You cannot speak at the hearing if you excluded yourself.

FINAL SETTLEMENT APPROVAL

23) What is the effect of final settlement approval?

If the settlement is not finally approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved and the arbitration resumes, the Class will recover more than is provided for under the settlement, or will recover anything.

If the Arbitrator grants final approval of the settlement and the Award is confirmed by the Court, the settlement will become final. After that date (the “Effective Date”), all members of the Settlement Class will release and forever discharge any and all claims or causes of action that were or could have been asserted in the Arbitration against the Released Persons to the extent they arise out of or relate to the marketing, advertising, promotion or sale of the PGS based on the claims asserted in Claimants’ First Amended Demand for Class Action Arbitration relating to the PGS. The text of the release, as it appears in the Settlement Agreement, also provides as follows:

Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Final Award shall have, fully, finally, and forever released, relinquished and discharged Claimants, including all members of the Settlement Class who have not validly opted out of the settlement, and Class Counsel and all other Claimants’ Counsel for all claims relating to or arising out of or connected with the institution, prosecution, assertion, settlement or resolution of the Litigation and/or the Released Claims. By releasing and forever discharging all such claims, whether known or unknown, the Released Persons expressly, by operation of the Final Judgment, waive any and all provisions, rights and benefits conferred by California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

AND ANY OTHER LAW OF ANY JURISDICTION (DOMESTIC OR FOREIGN), OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO SAID PROVISION.

For an explanation of some of the Definitions used in this Notice, you can refer to the Settlement Agreement, which can be accessed at www.23andMesettlement.com.

GETTING MORE INFORMATION

24) Are more details available?

This Notice summarizes the proposed settlement. If you have questions about the precise terms and conditions of this settlement not discussed in this Notice, please see the Settlement Agreement at www.23andMesettlement.com. You may also obtain a **copy** by writing to the Administrator (at the address listed above), or by contacting Class Counsel as set forth below.

At www.23andMesettlement.com, you will find the Stipulation and Agreement of Settlement and Release, Claimants’ First Amended Demand for Class Arbitration, Respondent’s Response to First Amended Complaint for Class Action Arbitration, the papers filed with the Arbitrator in support of this settlement, and instructions on how to submit a Election Form.

You may also obtain more information by contacting Class Counsel through www.whatleykallas.com, or by calling the Settlement Administrator toll free at 1-866-645-6923.

PLEASE DO NOT TELEPHONE THE ARBITRATOR OR THE AMERICAN ARBITRATION ASSOCIATION OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE ELECTION PROCESS.

DATED: , 2017

**ROBERT L. BRENT,
AMERICAN ARBITRATION ASSOCIATION**