

**BEFORE THE AMERICAN ARBITRATION ASSOCIATION**

KAREN DAVIS-HUDSON and SARAH  
DIAZ, individually and on behalf of all others  
similarly situated,

Claimants,

v.

23andMe Inc.,

Respondent.

AAA Case No.: 74-20-1400-0032

**DECLARATION OF ALEX THOMAS ON BEHALF OF SETTLEMENT  
ADMINISTRATOR REGARDING NOTICE**

I, Alex Thomas declare:

1. I am employed as a project manager by Kurtzman Carson Consultants (“KCC”), a nationally-recognized notice and claims administration firm located at 462 S. 4th Street, Louisville, KY 40202. KCC was retained as the Settlement Administrator in this case, and as the project manager, I oversaw the administrative services provided. I submit this declaration regarding the *Davis-Hudson v. 23andMe Inc.*, Notice Program.

2. On September 5, 2017, Respondents' Counsel provided an Excel file containing the names, email addresses, mailing addresses, and number of units purchased for the 335,644 Settlement Class Members. KCC reviewed and scrubbed the data and processed the names and addresses through the United States Postal Service ("USPS") National Change of Address database.

3. On September 15, 2017, KCC established a website for this settlement at [www.23andmesettlement.com](http://www.23andmesettlement.com). On the website, visitors can download the Notice, Settlement Agreement, Preliminary Approval, Election Form, class members could read answers to frequently asked questions, and submit the Election Form online. There have been 21,403 total visitors from unique IPs to the website.

4. On September 15, 2017, KCC established a toll free telephone number that Class Members could call and listen to important dates, options afforded class members, request a notice be mailed to them, and listen to frequently asked questions. KCC has received 17 requests for a notice and election form through the telephone number.

5. On September 15, 2017, KCC sent the Email Notice to 316,667 Class Members, which the verification service we used confirmed were valid email addresses. A true and correct copy of the Email Notice is attached hereto as Exhibit A.

6. On September 25, 2017, KCC mailed the Summary Notice to 18,977 Settlement Class Members whose email notice bounced back. A true and correct copy of the Summary Notice is attached hereto as Exhibit B.

7. To date, 535 unique Class Members had their Summary Notices returned as undeliverable.

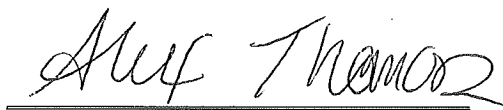
8. The deadline to submit a request for exclusion (“opt-out”) is October 20, 2017. As of October 5, 2017, KCC has received 19 timely opt-outs. A list of all individuals who submitted a request to opt-out of the settlement is attached hereto as Exhibit C.

9. The deadline to submit an objection to the settlement is October 20, 2017. As of October 5, 2017, KCC has received no objections.

10. The deadline to submit a cash compensation election form is December 6, 2017. As of October 5, 2017, KCC has processed 7,402 cash compensation election forms, representing 12,078 units.

11. Per the Settlement Agreement, KCC will send two additional notices by email to class members. The dates of the second and third notices are expected to take place on October 13, 2017 and on November 29, 2017.

I declare under penalty of perjury under the laws of the State of Kentucky that the foregoing is true and correct and that this declaration was executed this 6<sup>th</sup> day of October, 2017, at Louisville, Kentucky.

A handwritten signature in cursive script that reads "Alex Thomas". The signature is written in black ink and is positioned above a horizontal line.

Alex Thomas

# **EXHIBIT A**

**From:** [KCC Settlement Administrator](#)  
**To:** [Alex Thomas](#)  
**Subject:** 23andMe Class Action Settlement  
**Date:** Friday, September 15, 2017 8:31:18 PM

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**Claim ID: 10005169**  
**PIN: 615248**

## **LEGAL NOTICE**

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

*Davis-Hudson, et al. v. 23andMe, Inc.*, AAA Case No. 74-20-1400-0032

#### **WHAT IS THIS NOTICE ABOUT?**

An arbitration is pending before the American Arbitration Association (the "Arbitration") that may affect your rights. The Arbitration claims that 23andMe, Inc. ("23andMe") ("Respondent") sold the Personal Genome Service (the "PGS") to consumers based on inaccurate information regarding the PGS's specifications and capabilities, and compliance with applicable federal and state laws. 23andMe denies these claims. The Arbitrator, Robert L. Brent, did not rule in favor of Claimants or 23andMe. Instead, the parties agreed to a proposed settlement.

#### **AM I A MEMBER OF THE CLASS?**

The class is defined as all persons who reside in the United States of America who purchased for personal use a 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.

#### **WHAT DOES THE SETTLEMENT PROVIDE?**

Subject to Arbitrator approval, all Settlement Class Members will be entitled, for each PGS unit(s) they purchased, to receive either a Certificate for \$40.00 off the cost of a 23andMe Genetic Testing Kit ("Certificate"), or to receive \$12.50 in cash (the "Cash Compensation") for each qualifying purchase. Settlement Class Members will be entitled to make an election for the Cash Compensation for each PGS unit they purchased during the Class Period. If they do not make the Election to receive the Cash Compensation, they will receive the Certificate after the settlement is final. Ex. 1 to the Settlement Agreement, located at [www.23andMesettlement.com](http://www.23andMesettlement.com), provides details on the terms and conditions of the Certificate.

#### **WHAT ARE MY RIGHTS ?**

You have a choice of whether to stay in the Class or not, and you must decide this now.

1. You Can Accept the Settlement. Class Members who wish to receive Cash Compensation **must** elect to do so by December 6, 2017. You can download an Election Form or submit it online at [www.23andMesettlement.com](http://www.23andMesettlement.com). Read the instructions carefully, and submit it online on or before December 6, 2017. Alternatively, you may also submit an Election Form by mailing it to the following address: **23andMe Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000**. It must be received no later than December 6, 2017. Election Forms may also be e-mailed or faxed to [info@23andMesettlement.com](mailto:info@23andMesettlement.com) or **1-866-536-0135**. They must be received by the Administrator no later than 11:59 p.m. Pacific Time on December 6, 2017 to be considered valid. If you fail to submit a timely Election and do not exclude yourself from the settlement, then you will be bound by the settlement but will not receive Cash Compensation, and will instead receive the Certificate. All consideration will be distributed after the settlement becomes final. If you stay in the Class, you will be legally bound by all orders and awards of the Arbitrator, and you won't be able to sue, or continue to sue, 23andMe as part of any other arbitration or lawsuit involving the same claims that are in this arbitration.

2. You Can Object to the Settlement. You can ask the Arbitrator to deny approval by filing an objection with the Arbitrator. You can't ask the Arbitrator to order a larger settlement; the Arbitrator can only approve or deny the settlement. If the Arbitrator denies approval no settlement payments will be sent out and the arbitration will continue. If that is what you want to happen, you must object. 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.

Objections to the proposed settlement will be considered by the Arbitrator only if such objections are filed in writing and emailed to [rlbmail@ucla.edu](mailto:rlbmail@ucla.edu), or postmarked by **October 20, 2017** to the American Arbitration Association, 950 Warren Avenue, East Providence, RI 02914, Re: *Davis-Hudson v. 23andMe, Inc.*, Robert L. Brent, Arbitrator. Objections must clearly state your name, e-mail and U.S. mail address, telephone number, the title of this Arbitration, approximate date you purchased the PGS, and provide a detailed description of the grounds for each objection you make.

3. You Can "Opt Out" of the Settlement. If you exclude yourself from the Class – which is sometimes called "opting-out" of the Class – you won't get a payment from the settlement but won't be barred from asserting claims against 23andMe. Such notice shall include your name, e-mail and U.S. mail address, telephone number, approximate date you purchased the PGS, and a statement that you want to be excluded from the arbitration *Davis-Hudson v. 23andMe, Inc.*, AAA Case No. 74-20-1400-0032. Send the written notice to **23andMe Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000** postmarked no later than **October 20, 2017**.

## THE FAIRNESS HEARING

On November 15, 2017, at 11:00 a.m. at The Orrick Building, 405 Howard Street, San Francisco, California 94105, the Arbitrator will hold a hearing to determine: (1) whether the proposed settlement is fair, reasonable, and adequate and should receive final approval; and (2) whether the application for Claimants' attorneys' fees and expenses of up to \$2,250,000, and payment of up to \$10,000 to each of the two named Class Representatives should be granted. Class Members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval.

## HOW CAN I GET MORE INFORMATION?

This is only a summary of the settlement. If you have questions or want to view the detailed notice or other documents about this arbitration, including the Settlement Agreement, you may visit [www.23andMesettlement.com](http://www.23andMesettlement.com). You may also contact Class Counsel through [www.whatleykallas.com](http://www.whatleykallas.com), or call the Settlement Administrator at: 1-866-645-6923.

By Order of Robert L. Brent, American Arbitration Association.

This message was intended for: [alex.thomas@kccllc.com](mailto:alex.thomas@kccllc.com)  
You were added to the system September 14, 2017.  
For more information [click here](#). [Update your preferences](#)  
[Unsubscribe](#) | [Unsubscribe via email](#)



# **EXHIBIT B**



Claim ID: <<Claim8>>

PIN: <<PINCode>>

## LEGAL NOTICE

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By Order of Robert L. Brent, American Arbitration Association.

# **EXHIBIT C**

**Davis-Hudson v. 23andMe Inc.**

Timely Requests for Exclusion as of October 5, 2017

**Name**

1. Rajiv Mahadevan
2. Wenzel Massag
3. Wanda Doll
4. Gloria C. Higgins
5. Brigitta McGreevy
6. Barbara J Simpson
7. Johnathan Crow
8. Nicole Crow
9. John Wissenbach
10. Frances Fuchs
11. Daniel Mewes
12. Edward Mclaughlin
13. Milford R. Lawhun Jr.
14. Mark J Englund
15. Katherine Hope Borges
16. Steven Herrin
17. Donna Smith
18. M. Valerie Hotchkiss
19. Kent Hoffman