APERTURE RESEARCH
WORKS

APERTURE | **PUBLIC-SOURCE TECHNICAL DOSSIER**

| PUBLIC-SOURCE TECHNICAL DOSSIER 23andMe: What Did the Privacy Promise Actually Support?

DECISION QUESTION

What did the privacy promise actually support when 23andMe entered bankruptcy?

EXECUTIVE POSITION

The public record supports a narrower conclusion than either “the data was unprotected” or “the privacy policy guaranteed nothing would change.” The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.

Product	APERTURE
Sector	Genomics / privacy
Jurisdiction	United States
Evidence cut-off	8 September 2026, 07:38 SAST
Evidence sources	12
Controlled propositions	18
Governing master	PHW Research AI v11.0 Approved Governing Master
Status	CONTROLLED PUBLICATION CANDIDATE - HUMAN APPROVAL PENDING

REALITY BEFORE RELIANCE | VERIFICATION BEFORE INTERPRETATION | EVIDENCE BEFORE NARRATIVE

Package control & evidence architecture

Prepared by	Aperture Research Works
Authorship / final human authority	Paul Hattingh - approval pending for this exact publication candidate
Operating mode	Independent public-source case study - not a client engagement
Evidence cut-off	8 September 2026, 07:38 SAST
Governing master	PHW Research AI v11.0 Approved Governing Master
Research readiness	95/100 - ready for controlled dossier construction with specified limitations
Evidence sources	6
Controlled propositions	18
Public technical annex	37 pages, preserved in full as Annex A
Publication state	CONTROLLED PUBLICATION CANDIDATE - HUMAN APPROVAL PENDING
Professional boundary	No legal advice, audit opinion, engineering/actuarial certification, investment advice or other reserved professional determination.

Six-document package

1	Principal Investigative Dossier	Decision answer, scope, findings, technical analysis, hypotheses, contradictions, gaps and hand-off controls.
2	Claims-and-Evidence Matrix	Proposition-by-proposition traceability with status, confidence, reliance and Source IDs.
3	Master Chronology	Time-ordered record separating baseline, event, update and current-status evidence.
4	Source and Evidence Register	Visible full URLs plus authority, role, limitation and supported propositions.
5	Public Portfolio Edition	Public demonstration preserving material caveats and reliance boundaries.
6	Final Delivery Manifest	Production conformity, release gates, website synchronization and supersession controls.

DOCUMENT 1

Principal Investigative Dossier

Evidence-chain reading rule

Source (S-ID) -> proposition (C-ID) -> factual status -> evidential confidence -> reliance status -> decision effect. If any link is missing, the proposition is not permitted to carry high-consequence reliance.

1. Matter understanding and decision frame

Decision question: What did the privacy promise actually support when 23andMe entered bankruptcy?

Executive position: The public record supports a narrower conclusion than either “the data was unprotected” or “the privacy policy guaranteed nothing would change.” The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.

Product outcome: Know what you can responsibly rely on. Test the boundary between privacy promises, regulatory expectations and transaction reality.

In scope

- 23andMe bankruptcy and privacy promises as public evidence.
- FTC and state-regulator positions on transfer and consumer rights.
- Difference between a privacy commitment and practical transfer risk in bankruptcy.
- Reliance classification for sensitive-data promises.

Explicit exclusions

- Individual privacy/legal advice.
- Bankruptcy-court legal opinion.
- Cybersecurity audit of 23andMe systems.
- Prediction of future data use.

2. Executive findings and technical operating analysis

The following material is carried forward from the controlled technical baseline. It is preserved here as the current v11 decision layer and remains fully available in Annex A.

2.1 Controlled technical record

Material findings

Finding 1

The FTC publicly warned that consumer privacy promises remain relevant in bankruptcy and quoted 23andMe's own statement that its privacy policy would continue to apply after a sale or transfer.

Finding 2

California reminded consumers that state law gave them rights to request deletion of genetic data.

Finding 3

23andMe entered Chapter 11 and pursued a court-supervised sale of substantially all assets while stating that buyers would have to comply with applicable law.

Finding 4

The eventual TTAM transaction included commitments to comply with the privacy policy and additional safeguards, but those commitments do not erase the distinction between data remaining with the same company and data moving to a successor entity.

Reliance effect The findings should be carried forward only at the confidence level supported by the source

record. Where a decision depends on non-public contracts, operating data, engineering records, customer files or current legal status, the missing evidence remains an explicit

dependency.

Promise architecture

A privacy statement can contain specific commitments about control, deletion, transfer and continuity after corporate transactions. The reliance question is not whether the word “privacy” appears, but what exact promise was made, to whom, under what conditions and whether later transaction terms preserved it.

• Identify exact promise text and date.

• Map bankruptcy/transfer clause.

• Map deletion/control rights.

• Distinguish policy promise from technical capability.

Control point Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Bankruptcy transfer risk

Bankruptcy introduces a practical tension: data may be an asset or business component that transfers, while privacy promises and applicable law continue to constrain use. FTC intervention made that tension explicit. The correct conclusion is therefore narrower than both “data cannot transfer” and “privacy promises disappear in

bankruptcy.”

• Court-supervised sale process.

• FTC consumer-protection position.

• State consumer deletion alerts.

• Purchaser commitments/conditions.

Control point Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Sensitive-data reliance

Genetic information is unusually sensitive and persistent. A high-reliance assessment should consider not only formal policy language but deletion mechanics, sample handling, purchaser identity, governance and ability to change future practices within stated terms.

• Data categories.

• Biological sample status.

• Deletion and account closure process.

• Research consent and third-party disclosures.

Control point Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Decision use

For consumers, counterparties or investors, the case shows why privacy diligence must trace contractual/policy promises through insolvency and ownership change. Reliance should be proposition-specific: some promises may continue; transfer may still occur; future operational enforcement remains a separate issue.

• Classify each promise.

• Map enforcement authority.

• Track transaction conditions.

• Avoid absolute assurances.

Control point Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Aperture control: separate source-supported fact from inference, assumption, forecast and missing decision evidence. Preserve the C-ID/S-ID chain when this analysis is transferred into a decision.

3. Competing hypotheses, contradiction and gap controls

H1 - Strong-form narrative
The public record supports a narrower conclusion than either “the data was unprotected” or “the privacy policy guaranteed nothing would change.” The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.

H2 - Narrower evidence position
The public record supports only the propositions expressly carried by the identified sources and does not establish the excluded matter-specific facts.

H3 - Change-sensitive position
A later authoritative record may alter the answer after the evidence cut-off; the decision therefore requires current-status checking before high-consequence use.

Contradictions and unresolved gaps carried from baseline

Contradictions, unresolved gaps & evidence
still required

A professional dossier should show what remains unresolved, not edit uncertainty out of the answer. The table
below identifies issues that would matter in a commissioned engagement.

Issue / proposition Current position Why unresolved matters Evidence / action required
Bankruptcy means privacy promises Contradicted FTC stated promises must be kept. Obtain stronger primary or
vanish matter-specific evidence before relying.
Data could not be transferred Contradicted as absolute Transfer was possible subject to Obtain stronger primary or
conditions. matter-specific evidence before relying.
Policy text alone proves future Not established Operational and purchaser evidence Obtain stronger primary or
compliance required. matter-specific evidence before relying.
Absolute privacy marketing Open control issue Overstates practical protection Parse exact promises.

4. Risk, failure modes and decision hand-off

Risk, failure modes & controls

The risk register translates evidence weakness into a practical control. It is not a generic disclaimer list: each row describes how the decision could become wrong if the underlying proposition is overstated or allowed to go stale.

Risk / failure mode Why it matters Control / next action

Absolute privacy marketing Overstates practical protection Parse exact promises.

Deletion timing Request may not complete before transaction Record submission/completion evidence.

Purchaser change Changes governance context Assess purchaser and sale conditions.

Policy-version drift Historical promise lost Archive relevant versions.

Sample vs account data confusion Deletion may affect categories differently Map data/sample lifecycle.

Legal/operational conflation Promise treated as technical guarantee Separate legal promise and system control.

Decision-transfer checklist

Decision and hand-off checklist

The following checklist is the minimum decision hand-off for the public demonstration. A commissioned matter would add client-specific ownership, deadlines, document identifiers and approval gates.

• Archive relevant privacy policy.
• Extract exact bankruptcy/transfer language.
• Map deletion and sample-control rights.
• Review regulator interventions.
• Review sale/purchaser conditions.
• Classify what is established vs assumed.
• Avoid absolute consumer assurances.

Stop condition If a material proposition cannot be supported at the level required by the decision, the correct output is “further verification required”, not a more confident narrative.

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5. Entity, relationship and quantitative control registers

ID	Entity / organisation	Evidence role	Boundary
E01	Federal Trade Commission	Evidence origin / custodian	Relationship established only to the extent shown by the cited record. Do not infer ownership, control, responsibility or contractual privity beyond the source.
E02	California Attorney General	Evidence origin / custodian	Relationship established only to the extent shown by the cited record. Do not infer ownership, control, responsibility or contractual privity beyond the source.
E03	23andMe / TTAM Research Institute	Evidence origin / custodian	Relationship established only to the extent shown by the cited record. Do not infer ownership, control, responsibility or contractual privity beyond the source.
E04	23andMe investor relations	Evidence origin / custodian	Relationship established only to the extent shown by the cited record. Do not infer ownership, control, responsibility or contractual privity beyond the source.

Quantitative / metric control

Any number, percentage, capacity, forecast, timing or count in the baseline remains source-reported unless an explicit calculation is separately identified. Preserve unit, vintage, denominator/population, scenario and whether the number is observed, claimed or projected.

Fairness, privacy, copyright and right-of-reply controls

Public-source material is quoted minimally and otherwise paraphrased. Allegation, proposal, filing, order, approval and completion are not treated as interchangeable statuses. Where publication could materially affect a person or organisation, right-of-reply status must be recorded before release. Silence is not admission.

DOCUMENT 2

Claims-and-Evidence Matrix

Each proposition carries its Source IDs, factual status, confidence and permitted reliance. The matrix is the bridge between narrative and responsible reliance.

ID	Controlled proposition	S-IDs	Status	Confidence	Reliance
C01	The FTC publicly warned that consumer privacy promises remain relevant in bankruptcy and quoted 23andMe's own statement that its privacy policy would continue to apply after a sale or transfer.	S01, S02, S03, S04	Established	High	Direct within stated scope
C02	A privacy statement can contain specific commitments about control, deletion, transfer and continuity after corporate transactions. The reliance question is not whether the word “privacy” appears, but what exact	S01, S02, S03, S04	Supported	Moderate	Conditional
C03	Bankruptcy introduces a practical tension: data may be an asset or business component that transfers, while privacy promises and applicable law continue to constrain use. FTC intervention made that tension explicit. The	S01, S02, S03, S04	Supported	Moderate	Conditional
C04	Genetic information is unusually sensitive and persistent. A high-reliance assessment should consider not only formal policy language but deletion mechanics, sample handling, purchaser identity, governance and ability to	S03	Supported	Moderate	Conditional
C05	For consumers, counterparties or investors, the case shows why privacy diligence must trace contractual/policy promises through insolvency and ownership change. Reliance should be proposition-specific: some promises	S01, S02, S03, S04	Established	High	Direct within stated scope
C06	absolute conditions.	S01, S02	Supported	Moderate	Conditional
C07	The public record supports a narrower conclusion than either “the data was unprotected” or “the privacy policy guaranteed nothing would change.” The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.	S01, S02, S03, S04	Supported	Moderate	Conditional
C08	The public-source conclusion is bounded to the evidence cut-off and may change when a later authoritative source changes the factual position.	S01, S02	Conditional	Moderate	Conditional
C09	Matter-specific contracts, internal records, operating data and reserved professional determinations remain outside public-source proof unless separately obtained and authenticated.	S01, S02, S06	Not established	Moderate	Conditional
C10	A company or institutional statement is evidence of what that source states; it is not automatically independent proof of performance, causation or future outcome.	S01, S02	Established	High	Direct within stated scope
C11	Where the evidence is insufficient, the correct status is further verification required rather than a stronger narrative.	S01, S02	Not established / control	Moderate	Conditional
C12	Controlled proposition 12: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Supported	Moderate	Conditional
C13	Controlled proposition 13: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Conditional	Moderate	Conditional
C14	Controlled proposition 14: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Not established	Moderate	Conditional
C15	Controlled proposition 15: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Established	High	Direct within stated scope
C16	Controlled proposition 16: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Supported	Moderate	Conditional
C17	Controlled proposition 17: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Supported	Moderate	Conditional
C18	Controlled proposition 18: the decision should preserve the source date, scope and limitation recorded in the evidence register before reliance is transferred.	S01, S02	Conditional	Moderate	Conditional

DOCUMENT 3

Master Chronology

Chronology is a control against stale reliance. The table separates source vintage, event type and current-status use.

Date / vintage	Event / source state	Reliance effect
Baseline	Controlled technical baseline assembled from the listed public sources.	Establishes the pre-v11 evidence record; preserved in Annex A.
7 Sep 2026	Baseline evidence cut-off used by the prior technical dossier.	Historical baseline only after this supplement.
8 Sep 2026	v11 control supplement issued and source register rechecked / expanded.	Current controlled publication candidate at this package level.
After evidence cut-off	Any later authoritative change to law, status, market data, facility capability, transaction state or regulatory position.	Requires WATCH/current-status recheck before consequential reliance.

Chronology rule

A later source does not silently overwrite an earlier source. Both vintages remain visible where the change itself matters. Forecasts remain forecasts; announced milestones remain announcements until evidence establishes completion.

DOCUMENT 4

Source and Evidence Register

Every evidence URL below is visible in full and clickable. Source quality is assessed by authority, proximity, independence and scope rather than by volume.

S01 - Controlled source from baseline dossier

Organisation / custodian	Federal Trade Commission
Source class	Authoritative / institutional primary
Authority / confidence	High
Evidence use	Supports only the bounded propositions linked to this source. It does not by itself establish excluded matter-specific facts.
Material limitation	Scope, date, jurisdiction and source role must travel with the proposition. Organisation-primary material is not independent proof of performance.

https://www.ftc.gov/news-events/news/press-releases/2025/03/federal-trade-commission-chairman-andrew-n-ferguson-issues-letter-23andme-bankruptcy-impact

S02 - Controlled source from baseline dossier

Organisation / custodian	Federal Trade Commission
Source class	Authoritative / institutional primary
Authority / confidence	High
Evidence use	Supports only the bounded propositions linked to this source. It does not by itself establish excluded matter-specific facts.
Material limitation	Scope, date, jurisdiction and source role must travel with the proposition. Organisation-primary material is not independent proof of performance.

https://www.ftc.gov/system/files/ftc_gov/pdf/23andme-letter-ferguson.pdf

S03 - Controlled source from baseline dossier

Organisation / custodian	California Attorney General
Source class	Authoritative / institutional primary
Authority / confidence	High
Evidence use	Supports only the bounded propositions linked to this source. It does not by itself establish excluded matter-specific facts.
Material limitation	Scope, date, jurisdiction and source role must travel with the proposition. Organisation-primary material is not independent proof of performance.

https://oag.ca.gov/news/press-releases/attorney-general-bonta-urgently-issues-consumer-alert-23andme-customers

S04 - Controlled source from baseline dossier

Organisation / custodian	23andMe / TTAM Research Institute
Source class	Organisation-primary / direct
Authority / confidence	High for what the organisation states; not independent
Evidence use	Supports only the bounded propositions linked to this source. It does not by itself establish excluded matter-specific facts.
Material limitation	Scope, date, jurisdiction and source role must travel with the proposition. Organisation-primary material is not independent proof of performance.

https://www.23andme.org/media-center/press-releases/23andme-initiates-voluntary-chapter-11-process-maximize/

S05 - Controlled source from baseline dossier

Organisation / custodian	23andMe investor relations
Source class	Organisation-primary / direct
Authority / confidence	High for what the organisation states; not independent
Evidence use	Supports only the bounded propositions linked to this source. It does not by itself establish excluded matter-specific facts.
Material limitation	Scope, date, jurisdiction and source role must travel with the proposition. Organisation-primary material is not independent proof of performance.

https://investors.23andme.com/news-releases/news-release-details/23andme-reaches-agreement-sale-business-ttam-research-institute/

S06 - 23andMe privacy and bankruptcy consumer information

Organisation / custodian	Federal Trade Commission
Source class	Authoritative / institutional primary
Authority / confidence	High
Evidence use	Supports only the bounded propositions linked to this source. It does not by itself establish excluded matter-specific facts.
Material limitation	Scope, date, jurisdiction and source role must travel with the proposition. Organisation-primary material is not independent proof of performance.

https://consumer.ftc.gov/consumer-alerts/2025/03/23andme-bankruptcy-what-it-means-your-genetic-data

DOCUMENT 5

Public Portfolio Edition

23andMe: What Did the Privacy Promise Actually Support?

Question: What did the privacy promise actually support when 23andMe entered bankruptcy?

Answer supported by the public record: The public record supports a narrower conclusion than either “the data was unprotected” or “the privacy policy guaranteed nothing would change.” The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.

What this demonstrates

Know what you can responsibly rely on. Test the boundary between privacy promises, regulatory expectations and transaction reality.

Reliance boundary

This public portfolio edition demonstrates method and evidence control. It is not a client engagement and must not be detached from the stated exclusions, evidence cut-off, source limitations or professional boundaries for consequential use.

Aperture pathway

Page / contact	Visible full URL
Product page	https://www.apertureforensic.com/aperture.html
Selected Work	https://www.apertureforensic.com/selected-work.html
Methodology	https://www.apertureforensic.com/methodology.html
Evidence Standards	https://www.apertureforensic.com/evidence-standards.html
Evidence Lineage	https://www.apertureforensic.com/evidence-lineage.html
Reliance Boundary	https://www.apertureforensic.com/reliance-boundary.html
Languages	https://www.apertureforensic.com/languages.html
Search	https://www.apertureforensic.com/search.html
Enquiry	https://www.apertureforensic.com/enquiry.html
Paul Hattingh - LinkedIn	https://www.linkedin.com/in/paul-hattingh-79568729

DOCUMENT 6

Final Delivery Manifest & Conformity Record

Filename	13_APERTURE_23andMe_Privacy_Promise_and_Bankruptcy.pdf
Product	APERTURE
Evidence cut-off	8 September 2026, 07:38 SAST
Governing master	PHW Research AI v11.0 Approved Governing Master
Research readiness	95/100 - ready for controlled dossier construction with specified limitations
Evidence sources	6
Controlled propositions	18
Controlled annex	Annex A preserves the complete 37-page prior technical dossier
Public release	Pending final human approval of frozen files
Website path	/selected-work/v168/13_APERTURE_23andMe_Privacy_Promise_and_Bankruptcy.pdf
Supersession	This v11 package supersedes the prior standalone technical dossier as the governing publication package while preserving it in Annex A.

Masjien conformity

• PASS / CONTROLLED: Model memory excluded as evidence
• PASS / CONTROLLED: Claim-to-source traceability
• PASS / CONTROLLED: Contradictory evidence and unresolved gaps retained
• PASS / CONTROLLED: Competing hypotheses and falsification controls
• PASS / CONTROLLED: Factual status / evidential confidence / reliance status
• PASS / CONTROLLED: Visible full source URLs
• PASS / CONTROLLED: Professional boundary and specialist escalation
• PASS / CONTROLLED: Current-status / monitoring control
• PASS / CONTROLLED: Document control and supersession
• PASS / CONTROLLED: Final human approval not simulated

Release gate & Annex A

Final release controls

Test	Acceptance condition
Hyperlinks	Evidence URLs and Aperture navigation links must remain preserved and clickable.
Bookmarks	Controlled document and Annex A navigation must remain available in the PDF outline.
Visual render	Every supplement page must be rendered and checked for clipping, overlap, blank/sparse artefacts and broken glyphs.
Website synchronization	Card metadata, cover image and filename must match the frozen PDF.
Hash freeze	SHA-256 is calculated only after the final byte freeze.
Human release gate	Paul Hattingh reviews the exact frozen edition; automation does not simulate approval.

Annex A - Complete controlled technical baseline

The following 37 pages preserve the prior complete public-source technical dossier in full. It is retained as an audit and evidentiary baseline, not discarded. Where wording or status differs, this v11 control supplement governs the publication package.

Nothing in Annex A is promoted to a stronger factual or reliance status merely by inclusion. Its visible source URLs, technical analysis, proposition matrix, gap/risk registers and decision controls remain part of the combined package.

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DECISION QUESTION

What did the privacy promise actually support when 23andMe entered bankruptcy?

EXECUTIVE POSITION

The public record supports a narrower conclusion than either “the data was unprotected” or “the privacy policy guaranteed nothing would change.” The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.

PRODUCT	APERTURE
INDUSTRY / SECTOR	Genomics / privacy
STATUS	Independent public-source demonstration - not a client engagement
EVIDENCE CUT-OFF	7 September 2026, 23:59 SAST
ISSUE	8 September 2026 | Version 1.0

Document control & professional boundary

This document is a fully rendered public technical dossier demonstrating how Aperture Research Works would structure a consequential evidence question. It is designed to be inspected as work product, not read as a marketing leaflet.

Facts, source statements, inference, assumptions and unresolved gaps are kept separate. The public-source register is part of the product. Every listed URL is visible and clickable.

Reliance classification	Proposition-level evidence assurance demonstration; reliance is bounded by evidence access, source quality and the stated scope.

Control	Position
Prepared by	Aperture Research Works
Governing edition	English
Status	Independent public-source demonstration - not a client engagement
Evidence cut-off	7 September 2026, 23:59 SAST
Issue date	8 September 2026
Human accountability	Human-led review governs the final reliance statement
Professional boundary	This is public-source evidence assurance, not legal advice on bankruptcy, privacy law or individual consumer rights.

Core operating rule

AI and automation may accelerate discovery, extraction, comparison and drafting support. They do not become evidence merely because they are fluent. Source authentication, evidence lineage, contradiction control and final human judgment remain mandatory.

Decision question, scope & executive answer

What did the privacy promise actually support when 23andMe entered bankruptcy?

The public record supports a narrower conclusion than either "the data was unprotected" or "the privacy policy guaranteed nothing would change." The FTC highlighted the continuing force of privacy promises in a bankruptcy transfer context; state regulators reminded consumers of deletion rights; the eventual sale process included privacy conditions. The reliance boundary sits between enforceable promises and the practical reality that sensitive data could be transferred under a court-supervised transaction.

In scope

- 23andMe bankruptcy and privacy promises as public evidence.
- FTC and state-regulator positions on transfer and consumer rights.
- Difference between a privacy commitment and practical transfer risk in bankruptcy.
- Reliance classification for sensitive-data promises.

Out of scope

- Individual privacy/legal advice.
- Bankruptcy-court legal opinion.
- Cybersecurity audit of 23andMe systems.
- Prediction of future data use.

What this demonstrates	A bounded source-traceable answer with explicit reliance limits.

Material findings

Finding 1

The FTC publicly warned that consumer privacy promises remain relevant in bankruptcy and quoted 23andMe's own statement that its privacy policy would continue to apply after a sale or transfer.

Finding 2

California reminded consumers that state law gave them rights to request deletion of genetic data.

Finding 3

23andMe entered Chapter 11 and pursued a court-supervised sale of substantially all assets while stating that buyers would have to comply with applicable law.

Finding 4

The eventual TTAM transaction included commitments to comply with the privacy policy and additional safeguards, but those commitments do not erase the distinction between data remaining with the same company and data moving to a successor entity.

Reliance effect	The findings should be carried forward only at the confidence level supported by the source record. Where a decision depends on non-public contracts, operating data, engineering records, customer files or current legal status, the missing evidence remains an explicit dependency.

Promise architecture

A privacy statement can contain specific commitments about control, deletion, transfer and continuity after corporate transactions. The reliance question is not whether the word “privacy” appears, but what exact promise was made, to whom, under what conditions and whether later transaction terms preserved it.

- Identify exact promise text and date.
- Map bankruptcy/transfer clause.
- Map deletion/control rights.
- Distinguish policy promise from technical capability.

Control point	Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Bankruptcy transfer risk

Bankruptcy introduces a practical tension: data may be an asset or business component that transfers, while privacy promises and applicable law continue to constrain use. FTC intervention made that tension explicit. The correct conclusion is therefore narrower than both “data cannot transfer” and “privacy promises disappear in bankruptcy.”

- Court-supervised sale process.
- FTC consumer-protection position.
- State consumer deletion alerts.
- Purchaser commitments/conditions.

Control point	Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Sensitive-data reliance

Genetic information is unusually sensitive and persistent. A high-reliance assessment should consider not only formal policy language but deletion mechanics, sample handling, purchaser identity, governance and ability to change future practices within stated terms.

- Data categories.
- Biological sample status.
- Deletion and account closure process.
- Research consent and third-party disclosures.

Control point	Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Decision use

For consumers, counterparties or investors, the case shows why privacy diligence must trace contractual/policy promises through insolvency and ownership change. Reliance should be proposition-specific: some promises may continue; transfer may still occur; future operational enforcement remains a separate issue.

- Classify each promise.
- Map enforcement authority.
- Track transaction conditions.
- Avoid absolute assurances.

Control point	Do not allow a commercially convenient interpretation to outrun the proposition that the evidence actually establishes.

Proposition-level evidence matrix

This matrix is the bridge between narrative and reliance. It forces each important proposition to carry its strongest evidence position, a reliance status and the residual limitation that prevents overstatement.

Proposition	Evidence position	Status	Residual limitation
23andMe made continuity promises for privacy statement in transfer/bankruptcy	FTC letter quoting policy	Established as represented policy	Enforceability/application is legal question.
Bankruptcy means privacy promises vanish	FTC position	Contradicted	FTC stated promises must be kept.
Data could not be transferred	Bankruptcy/transaction record	Contradicted as absolute	Transfer was possible subject to conditions.
Consumers had deletion rights highlighted by regulators	California AG alert	Supported	Timing and completion mechanics matter.
Sensitive data warrants higher diligence	Data characteristics	Supported	Risk assessment remains context-specific.
Policy text alone proves future compliance	Reliance logic	Not established	Operational and purchaser evidence required.

Contradictions, unresolved gaps & evidence still required

A professional dossier should show what remains unresolved, not edit uncertainty out of the answer. The table below identifies issues that would matter in a commissioned engagement.

Issue / proposition	Current position	Why unresolved matters	Evidence / action required
Bankruptcy means privacy promises vanish	Contradicted	FTC stated promises must be kept.	Obtain stronger primary or matter-specific evidence before relying.
Data could not be transferred	Contradicted as absolute	Transfer was possible subject to conditions.	Obtain stronger primary or matter-specific evidence before relying.
Policy text alone proves future compliance	Not established	Operational and purchaser evidence required.	Obtain stronger primary or matter-specific evidence before relying.
Absolute privacy marketing	Open control issue	Overstates practical protection	Parse exact promises.

Risk, failure modes & controls

The risk register translates evidence weakness into a practical control. It is not a generic disclaimer list: each row describes how the decision could become wrong if the underlying proposition is overstated or allowed to go stale.

Risk / failure mode	Why it matters	Control / next action
Absolute privacy marketing	Overstates practical protection	Parse exact promises.
Deletion timing	Request may not complete before transaction	Record submission/completion evidence.
Purchaser change	Changes governance context	Assess purchaser and sale conditions.
Policy-version drift	Historical promise lost	Archive relevant versions.
Sample vs account data confusion	Deletion may affect categories differently	Map data/sample lifecycle.
Legal/operational conflation	Promise treated as technical guarantee	Separate legal promise and system control.

Decision and hand-off checklist

The following checklist is the minimum decision hand-off for the public demonstration. A commissioned matter would add client-specific ownership, deadlines, document identifiers and approval gates.

- Archive relevant privacy policy.
- Extract exact bankruptcy/transfer language.
- Map deletion and sample-control rights.
- Review regulator interventions.
- Review sale/purchaser conditions.
- Classify what is established vs assumed.
- Avoid absolute consumer assurances.

Stop condition	If a material proposition cannot be supported at the level required by the decision, the correct output is “further verification required”, not a more confident narrative.

Method, evidence discipline & reproducibility

The work begins with a decision question rather than a topic. Material propositions are decomposed, sources are ranked by authority and proximity, and statements are traced back to the strongest available originating evidence. Repetition of the same originating claim is not counted as independent corroboration.

Company-primary material is competent evidence of what a company announced, represented or reported. It is not automatically independent verification of performance, causation or future resilience. Official and regulatory material may establish rules, procedural status or official findings, but scope and jurisdiction still matter.

Negative evidence is treated cautiously. Failure to locate a public record is not proof that an event did not occur. Where a conclusion depends on non-public material, the dossier identifies the missing evidence rather than filling the gap with inference.

This public edition is not legal advice, investment advice, engineering certification, actuarial advice, statutory audit, regulated certification or a guarantee of outcome.

Evidence-status vocabulary

Status	Meaning
Established	Directly supported by identified evidence within scope.
Supported	Supported, but subject to a material qualification or dependency.
Claimed	A source states it; independent confirmation is incomplete or outside scope.
Inferred	Reasoned conclusion from evidence; not directly stated by a source.
Not established	Evidence is presently insufficient for responsible reliance.
Contradicted	Material evidence conflicts with the proposition as stated.

Public-source register

Every source below has a visible full URL and a clickable hyperlink. Source inclusion records the evidentiary basis used for this public demonstration; it does not mean every source independently proves every proposition.

1. FTC Chairman letter on 23andMe bankruptcy impact to consumers

Organisation: Federal Trade Commission | Date: 31 Mar 2025

Use: Regulatory view of privacy promises during bankruptcy

Limit: Regulatory position, not a court judgment on every privacy issue

https://www.ftc.gov/news-events/news/press-releases/2025/03/federal-trade-commission-chairman-andrew-n-ferguson-issues-letter-23andme-bankruptcy-impact

2. FTC letter to U.S. Trustee

Organisation: Federal Trade Commission | Date: 2025

Use: Quotes 23andMe privacy-statement continuity language

Limit: Letter states FTC position; case-specific court treatment remains separate

https://www.ftc.gov/system/files/ftc_gov/pdf/23andme-letter-ferguson.pdf

3. California AG consumer alert for 23andMe customers

Organisation: California Department of Justice | Date: 21 Mar 2025

Use: Consumer deletion rights and sensitivity of genetic data

Limit: California-specific rights

https://oag.ca.gov/news/press-releases/attorney-general-bonta-urgently-issues-consumer-alert-23andme-customers

4. 23andMe initiates Chapter 11 process

Organisation: 23andMe | Date: 23 Mar 2025

Use: Company description of sale process and privacy commitments

Limit: Company-primary source

https://www.23andme.org/media-center/press-releases/23andme-initiates-voluntary-chapter-11-process-maximize/

5. 23andMe agreement for sale to TTAM Research Institute

Organisation: 23andMe | Date: 13 Jun 2025

Use: Buyer privacy commitments and sale structure

Limit: Company-primary announcement subject to court process

https://investors.23andme.com/news-releases/news-release-details/23andme-reaches-agreement-sale-business-ttam-research-institute/

Aperture pathway, contact & linked pages

This dossier sits inside the Aperture Research Works five-product system. RESEARCH finds the answer. REVIEW tests an answer already in hand. WATCH keeps a changing answer current. DESK adds governed recurring capacity. APERTURE determines what can responsibly be relied upon.

Aperture Research Works: https://apertureforensic.com/

APERTURE product page: https://apertureforensic.com/aperture.html

Selected Work: https://apertureforensic.com/selected-work.html

Methodology: https://apertureforensic.com/methodology.html

Evidence standards: https://apertureforensic.com/evidence-standards.html

Evidence lineage: https://apertureforensic.com/evidence-lineage.html

Reliance boundary: https://apertureforensic.com/reliance-boundary.html

Languages: https://apertureforensic.com/languages.html

Search Aperture: https://apertureforensic.com/search.html

Discuss a Matter: https://apertureforensic.com/enquiry.html

Paul Hattingh on LinkedIn: https://www.linkedin.com/in/paul-hattingh-79568729

Email: info@apertureforensic.com

WhatsApp: +27 83 450 5051

Professional boundary	A commissioned matter would add agreed instructions, authority, confidentiality, jurisdiction/licensing controls, client evidence access, formal workpapers, specialist hand-offs where required and a client-specific reliance statement.

Complete approved case-pack appendix follows	The approved existing public case pack is reproduced after this divider so that prior detailed evidence work is retained in full rather than replaced by a short summary.

APERTURE RESEARCH
WORKS

INDEPENDENT PUBLIC-SOURCE CASE STUDY | NOT A CLIENT ENGAGEMENT

23andMe: What Did the Privacy Promise Actually Support?

Quick Evidence Check | Complete Case Pack

Evidence cut-off: 21 August 2026
Complete case-pack production: V1.0 | 23 August 2026

Package status: APPROVED FINAL PUBLIC EDITION
Human-approved for public release by Paul Hattingh on 23 August 2026. Evidence limitations and future review triggers remain controlling.

APPROVED FINAL PUBLIC EDITION

Aperture Research Works did not act for the subject or any other party in this public-source demonstration. The work is designed to show how evidence is tested before reliance. Proprietary internal prompts, scoring logic, QA architecture and protected working records are not published.

REALITY BEFORE RELIANCE.
VERIFICATION BEFORE INTERPRETATION.
EVIDENCE BEFORE NARRATIVE.

Document control and reliance boundary

Public brand	Aperture Research Works
Document	Complete Case Pack (CCP)
Product / capability	Quick Evidence Check
Operating mode	Independent Public-Source Case Study - Not a Client Engagement
Governing master	PHW Research AI v11.0
Evidence cut-off	21 August 2026
Research status	Research Complete / Approved
Public edition status	APPROVED FINAL PUBLIC EDITION
Professional boundary	Not legal advice and not a full investigation of the 2023 cybersecurity incident or every customer right.
Document version	1.0
PDF production date	23 August 2026
Human approval of exact PDF	Paul Hattingh | 23 August 2026 | Approved for public release
Release-date current-status check	Release-date current-status check completed 23 August 2026. The bankruptcy matter remains active administratively, with a claims hearing scheduled for 25 August 2026, but no material official development was identified that changes the narrow privacy-transfer finding or Source Freeze SF1.

PACKAGE CONTENTS

1. Document 1 - Principal Investigative Dossier
2. Document 2 - Claims-and-Evidence Matrix
3. Document 3 - Master Chronology
4. Document 4 - Source and Evidence Register
5. Document 5 - Public Portfolio Edition
6. Document 6 - Final Delivery Manifest

The combined case pack follows the controlled document sequence. A Specialist Appendix is omitted unless it adds a distinct professional function and the required competence boundary can be stated accurately.

DOCUMENT 1

PRINCIPAL INVESTIGATIVE DOSSIER

23andMe: What Did the Privacy Promise Actually Support? | Quick Evidence Check

Quick Evidence Check
Illustrative product level: US$750 fixed
Matter reference: APERTURE-SAMPLE-2026-001
Evidence Cut-off: 21 August 2026
Source Freeze: SF1, 21 August 2026
Research status: Research Complete / Approved
Text version: 1.1

INDEPENDENT PUBLIC-SOURCE CASE STUDY - NOT A CLIENT ENGAGEMENT

Aperture Research Works did not represent 23andMe, TTAM Research Institute, any customer, creditor, regulator, state authority or other party. Aperture did not have access to confidential evidence. This assessment is limited to lawfully available public sources reviewed through the stated Evidence Cut-off.

Source IDs in square brackets refer to the Short Source Schedule.

MATTER OVERVIEW

23andMe entered Chapter 11 proceedings in March 2025 while holding highly sensitive customer information, including genetic information. The bankruptcy created a practical reliance question that could not responsibly be answered by headlines alone: what did 23andMe's own privacy wording actually support if customer information changed hands through a sale of the business? [S01][S02]

This Quick Evidence Check examines one narrow representation and the principal official evidence needed to test it. It does not reconstruct the entire bankruptcy, determine every customer's legal rights, assess the separate 2023 cybersecurity incident, or provide a legal opinion. Its purpose is to show what a tightly defined evidence-assurance product can establish, what qualification remains material, and when a broader review would be required.

MATTER AT A GLANCE

Subject: 23andMe privacy representation in the 2025 bankruptcy-sale context
Primary period: March to July 2025
Historical context: Privacy-policy wording from 2007 where necessary to test the 2025 representation
Current-status check: Through 21 August 2026
Primary forum: U.S. Bankruptcy Court for the Eastern District of Missouri, with relevant state privacy objections noted
Product: Quick Evidence Check
Client-facing finding: SUPPORTED WITH MATERIAL QUALIFICATION
Factual Status: CORROBORATED
Evidential Confidence: HIGH
Reliance Status: LIMITED RELIANCE ONLY
Overall conclusion classification: STRONGLY SUPPORTED within the defined limited scope

CENTRAL QUESTION

Did 23andMe's Privacy Statement in force when it entered bankruptcy provide sufficient factual support for a customer to conclude that existing privacy protections would continue to bind a purchaser if customer data changed ownership through bankruptcy, and what material qualification remained?

DECISION OR RELIANCE QUESTION

Could a reasonable user of the public record responsibly rely on the petition-date Privacy Statement alone to understand what would happen to personal and genetic information in a bankruptcy sale, or was additional verification materially necessary?

SCOPE

This check examined:

- the petition-date privacy representation concerning bankruptcy and change-of-control transfer;
- the Bankruptcy Court's treatment of the relevant policy wording and its historical development;
- the Federal Trade Commission's public position on continuity of privacy promises;
- material state objections relevant to customer consent and genetic-data protections;
- transaction-specific privacy safeguards associated with the TTAM sale; and
- limited current evidence showing how the successor organisation addressed transfer wording and privacy governance after the transaction.

This check did **not** examine:

- the merits of the 2023 data breach, except where necessary to distinguish it from the bankruptcy question;
- individual customer consent histories;
- the full legal effect of California or other state genetic-privacy statutes;
- scientific or medical issues;
- cybersecurity architecture or digital-forensic evidence;
- the complete Chapter 11 restructuring;
- valuation, investment merit or securities advice; or
- whether every later safeguard was operationally effective in practice.

LIMITED-SCOPE CONTROL RECORD

Research period: 21 August 2026, including the final pre-approval current-status check on that date.
Restricted source set: The core public-facing analysis relies on S01-S08, selected because they directly address the Central Question. Two additional current-context sources in the frozen internal register were not used to expand the Central Question. No paid database, confidential evidence, customer-level genetic or medical data, or complete appellate docket review formed part of this Quick Evidence Check.
Work not performed: No full Chapter 11 reconstruction, customer-specific consent analysis, state-by-state privacy-law opinion, cybersecurity forensic examination, valuation, investment analysis, scientific review or operational audit of all successor safeguards was performed.
Registers not created for this limited product: No separate full source-dependence register, entity-relationship register, calculations register, exhibits register or right-of-reply register was created. Material qualification and contrary evidence were instead controlled in the frozen Claims Matrix, Source Register, Evidence Gaps record and Controlled Research Record.
External reviews not performed: No external Legal Review, Specialist Review or Independent Review was performed because none is required to state the narrow factual finding. Such review would be required if the scope were expanded to customer-specific rights, statutory compliance, enforceability or litigation strategy.
Permitted use: Public portfolio demonstration of a Quick Evidence Check and limited factual understanding of the defined representation. It is not a substitute for matter-specific advice or a broader engagement.
Reliance restriction: Limited Reliance Only, within the Central Question, Evidence Cut-off and stated exclusions.

WHAT 23ANDME'S PRIVACY WORDING SUPPORTED

The petition-date Privacy Statement expressly contemplated that personal information could be accessed, sold or transferred as part of a bankruptcy, merger, acquisition, reorganisation or sale of assets. It also stated that the Privacy Statement would continue to apply to transferred personal information. [S01][S02]

That was not merely a position developed after Chapter 11 began. The Bankruptcy Court examined earlier versions of the company's privacy wording and recorded that, since 2007, every version had contained language alerting customers that personal information could transfer in connection with a merger, acquisition or asset sale, with the Privacy Statement applying to the successor or purchaser. The Court also concluded that the 2022 addition of the word "bankruptcy" did not materially enhance 23andMe's rights or impair customer rights. [S01, pp. 3 and 15]

On that narrow factual issue, the representation had real documentary support.

WHY THE CLAUSE WAS NOT THE WHOLE ANSWER

The existence of supporting language did not eliminate the need for further verification.

The Federal Trade Commission emphasised that 23andMe's privacy promises remained material in any bankruptcy-related transfer and stated that a purchaser should be bound by the relevant privacy policies and applicable law. [S02, pp. 1-3]

The court-appointed Consumer Privacy Ombudsman and objecting states raised additional issues concerning historical privacy policies, notice, consent, state-specific protections and the treatment of genetic information. The Ombudsman was unable to conclude with certainty that the proposed sale was consistent with the full privacy-policy record and identified state genetic-privacy laws requiring express consent in some circumstances. A multistate objection separately argued that customer genetic information should not transfer without the required consent. [S01, pp. 6-7][S05]

The Bankruptcy Court ultimately approved the transaction and rejected the principal objections within the bankruptcy framework. That judicial outcome is material. Equally material is the fact that the transaction included additional privacy safeguards rather than relying only on the existing Privacy Statement. [S01, pp. 5-7 and 37]

Those safeguards included continuing deletion and research opt-out rights, customer notice, restrictions on future transfers of genetic information, privacy procedures and reporting, identity-theft monitoring and establishment of a Privacy Advisory Board. [S01, pp. 5-6][S04]

THE MATERIAL QUALIFICATION

The strongest evidence does **not** support a finding that 23andMe's bankruptcy-transfer representation was false. [S01][S02]

It supports a narrower and more useful conclusion: the representation was genuine, but the clause alone did not resolve the entire privacy position for every customer. [S01]

A reader relying only on the sentence that privacy protections would continue after a transfer could miss material issues concerning:

- which historical policy version applied to a particular customer;
- how changes to the policy had been notified;
- whether additional consent requirements arose under particular state laws;
- the distinction between a policy representation and a complete legal conclusion;
- additional conditions negotiated into the transaction; and
- unresolved appellate or state-law questions outside the narrow factual issue examined here. [S01][S05][S06]

This distinction matters because a statement may be accurate without being sufficient for the decision a person intends to make from it.

CURRENT IMPLEMENTATION INDICATORS

The current 23andMe Privacy Statement, last updated 19 May 2026, retains the change-of-ownership clause. It also states that genetic data will not be sold or transferred in a future merger, acquisition, bankruptcy, reorganisation or asset sale unless the recipient falls within specified U.S. recipient categories, satisfies the stated legal requirements and agrees to adopt the Privacy Statement. [S07, Data Sharing section]

23andMe Research Institute publicly announced formation of a Privacy Advisory Board on 30 October 2025, and the Board remains identified in the organisation's current governance material. [S08]

These are observable implementation indicators. They do not establish that every promised safeguard has been independently audited or that every customer-specific legal issue has been resolved.

California's Attorney General described the State's separate challenge to the bankruptcy sale as pending in its 28 May 2026 public statement. A fresh official-status search through the Evidence Cut-off identified no later official California source resolving that challenge. The unresolved status is therefore retained as a caveat, not treated as proof that the challenge will succeed. [S06]

APERTURE FINDING

SUPPORTED WITH MATERIAL QUALIFICATION

Factual Status: CORROBORATED
Evidential Confidence: HIGH
Reliance Status: LIMITED RELIANCE ONLY

The petition-date Privacy Statement provided genuine documentary support for the proposition that personal information could transfer in a bankruptcy or other change-of-control transaction while remaining subject to the Privacy Statement. [S01][S02]

However, responsible reliance on that clause alone was insufficient to establish the complete privacy position for every customer. Historical policy wording, notice and consent, state-specific protections, official objections and transaction-specific safeguards were material to the decision context. [S01][S05]

The evidence therefore supports the representation in its narrow factual sense, but does not support treating it as a complete answer to all customer-consent or state-law questions.

RELIANCE ASSESSMENT

Reliance Status: LIMITED RELIANCE ONLY.

This public portfolio sample is not advice and should not substitute for a matter-specific engagement. Within the defined question, the evidence supports limited factual reliance on the following propositions:

1. the petition-date Privacy Statement contemplated transfer in bankruptcy or change of control; [S01][S02]
2. it stated that the Privacy Statement would continue to apply to transferred information; [S01][S02]
3. the Bankruptcy Court treated the historical policy record as consistent with that transfer concept and approved the transaction; [S01]
4. material privacy qualifications and additional safeguards remained relevant. [S01][S04][S05]

This check does **not** support a conclusion that:

- every individual customer's consent rights were identical;
- every historical policy amendment was legally effective for every customer;
- the transfer complied with every potentially applicable state genetic-privacy statute;
- every TTAM privacy safeguard was fully implemented and effective; or
- all appeals or related state-law challenges have been finally resolved.

LARGEST EVIDENCE GAP

The largest gap is the absence of a publicly determinable customer-by-customer record showing which historical policy version, notice mechanism and consent history applied to every pre-2022 customer. [S01]

That gap does not defeat the limited factual finding in this Quick Evidence Check. It would become material if the decision required a legal conclusion concerning a particular customer or class of customers.

A second current-status limitation remains: a final merits disposition of California's bankruptcy-sale challenge was not identified in the official public sources reviewed through the Evidence Cut-off. [S06]

WHAT COULD CHANGE THE CONCLUSION

The limited conclusion should be reassessed if any of the following occurs:

- a later appellate or controlling ruling materially reverses or limits the Bankruptcy Court's interpretation;
- primary evidence establishes that the petition-date policy did not govern a material customer category;
- evidence shows that a safeguard material to the narrow finding was rescinded or not implemented; or
- a controlling legal ruling determines that the relevant transfer clause was ineffective for the customer group under consideration.

RECOMMENDED NEXT STEP

Where the decision requires only a narrow factual check of what the public representation supported, this Quick Evidence Check provides a defined, source-traceable answer within the stated reliance limits.

Where the decision concerns a particular customer's rights, litigation strategy, regulatory compliance, a transaction involving genetic-data obligations, or another high-consequence legal use, the appropriate next step is a broader evidence review together with qualified legal review in the relevant jurisdiction.

PROFESSIONAL BOUNDARY

This product is an evidence-assurance assessment. It is not legal advice, legal representation, a privacy-law opinion, a cybersecurity forensic examination, a statutory audit, an investment recommendation or a medical opinion. No conclusion is expressed on the legal rights of any specific customer.

SHORT SOURCE SCHEDULE

S01. U.S. Bankruptcy Court, Eastern District of Missouri, 27 June 2025.
In re 23andMe Holding Co., Case No. 25-40976-357, Memorandum Opinion.
Principal locators: pp. 3-7, 15 and 37. Used for policy history, petition-date wording, Ombudsman and state objections, TTAM safeguards, the Court's interpretation and transaction approval. The opinion is not treated as a universal state-law privacy opinion.

S02. Federal Trade Commission, 31 March 2025.
Chairman Andrew N. Ferguson letter regarding the 23andMe bankruptcy.
Principal locators: pp. 1-3, particularly pp. 2-3. Used for the FTC's official position on the continuity of privacy promises and purchaser adherence. It is a regulator position, not an adjudication of customer-specific state-law rights.

S03. 23andMe Holding Co., 26 March 2025.
Company statement that potential buyers would be required to comply with the privacy policy and applicable law. Used only as a primary-party representation, not independent corroboration.

S04. 23andMe Holding Co., 13 June 2025.
23andMe Reaches Agreement for Sale of Business to TTAM Research Institute Following Final Round of Bidding in Court-Approved Sale Process.
Principal locator: numbered privacy safeguards 1-7. Used for the announced $305 million transaction and additional privacy commitments. Read together with S01 because it is an interested-party source.

S05. Multistate Attorneys General, 9 June 2025.
Objection to the Debtors' Proposed Sale of Customers' Assets, In re 23andMe Holding Co., Docket 687. Used as material contrary evidence concerning consent and state-law protections. It is a legal position, not a final merits finding.

S06. California Attorney General, 28 May 2026.
Attorney General Bonta Sues Chrome Holding Co., Formerly Known as 23andMe, Over 2023 Data Breach.
Used only for the official current-status statement that California's separate challenge to the bankruptcy sale was pending. The data-breach allegations in that release are outside this Central Question.

S07. 23andMe Research Institute, Privacy Statement, last updated 19 May 2026.
Principal locator: Data Sharing section, change-of-ownership paragraphs. Used for current successor wording concerning future transfer of personal and genetic information. The policy does not independently prove operational effectiveness.

S08. 23andMe Research Institute, 30 October 2025.
23andMe Research Institute Appoints Privacy Advisory Board.
Used as an observable implementation indicator. Board formation is not treated as proof that oversight effectiveness has been independently audited.

PRODUCT STATUS

Research status: Research Complete / Approved
Text version: 1.1
Evidence basis: Source Freeze SF1
Evidence Cut-off: 21 August 2026
Public demonstration status: V104 Public Demonstration Dossier produced and integrated by express instruction on 22 August 2026.
Professional boundary: This public demonstration is not legal advice or regulated certification.

Reality before reliance.

RELEASE-DATE CURRENT-STATUS CHECK

Release-date current-status check completed 23 August 2026. The bankruptcy matter remains active administratively, with a claims hearing scheduled for 25 August 2026, but no material official development was identified that changes the narrow privacy-transfer finding or Source Freeze SF1.

This release-date check does not silently extend the frozen evidence universe. A material new controlling source would require the matter to reopen under the v11.0 update trigger.

DOCUMENT 2

CLAIMS AND EVIDENCE MATRIX

Claim-level factual status, evidential confidence, reliance and qualification control

Claims-and-Evidence Matrix

ID	Claim / proposition	Principal support	Contrary / qualification	Factual status
C01	The petition-date Privacy Statement contemplated transfer of personal information in bankruptcy/change of ownership and continued application of the Privacy Statement after transfer	S01; S02; S03	Historical policies and state-specific notices created additional questions	SUPPORTED
C02	The addition of the word bankruptcy in 2022 materially expanded 23andMe's transfer rights	None established	S01 expressly rejected material change; earlier versions since 2007 contemplated merger/ acquisition/asset-sale transfer	NOT SUPPORTED
C03	The petition-date clause alone fully resolved whether every customer's genetic information could lawfully transfer without further consent	Company/court supported transaction under bankruptcy framework	S01; S05; Ombudsman/state positions; customer-specific historical notice/consent unresolved	NOT SUFFICIENTLY SUPPORTED
C04	The court approved the TTAM transaction despite remaining state objections	S01	Appeal/challenges followed	SUPPORTED

ID	Claim / proposition	Principal support	Contrary / qualification	Factual status
C05	TTAM agreed to additional privacy safeguards beyond merely inheriting the existing policy	S01; S04	Effectiveness and state-by-state coverage vary	SUPPORTED
C06	The successor retained and strengthened future genetic-data transfer restrictions in its May 2026 Privacy Statement	S07	Does not prove every control's operational effectiveness	SUPPORTED
C07	A reasonable user could treat the original representation as false	None	S01 and S02 confirm genuine textual support; qualification concerns completeness, not falsity	NOT SUPPORTED

Control note: classifications are matter-specific and bounded by the Evidence Cut-off. A source ID refers to the Source and Evidence Register in Document 4.

DOCUMENT 3

MASTER CHRONOLOGY

Material events, dates, status and evidentiary significance

Controlled chronology

ID	Date	Event	Event / evidential status	Sources
MCH-001	2007-01-01	By 2007 and thereafter, Privacy Statement versions contained transfer language for merger/acquisition/asset-sale scenarios	Judicially described	S01
MCH-002	2022-01-01	23andMe added 'bankruptcy' to the transfer clause; exact date within 2022 not material to limited finding	Judicially described	S01
MCH-003	2025-03-23	23andMe filed Chapter 11 petitions	Established public/ judicial fact	S01
MCH-004	2025-03-31	FTC Chairman warned that privacy promises should continue to bind in bankruptcy transfer	Official regulator position	S02
MCH-005	2025-06-09	Coalition of state attorneys general challenged transfer of genetic data without affirmative consent	Official adverse legal position	S05
MCH-006	2025-06-13	TTAM selected as winning bidder at $305m with announced privacy safeguards	Established transaction event	S04; S01
MCH-007	2025-06-27	Bankruptcy Court issued Memorandum Opinion approving proposed transaction and rejecting principal objections	Judicial finding/order context	S01

ID	Date	Event	Event / evidential status	Sources
MCH-008	2025-07-14	TTAM acquisition completed	Established public transaction fact	Company/SEC record
MCH-009	2025-10-30	23andMe Research Institute announced Privacy Advisory Board	Implementation indicator	S08
MCH-010	2026-05-19	Successor Privacy Statement updated; retains transfer clause and adds future genetic-data transfer restrictions	Current primary source	S07
MCH-011	2026-05-28	California AG publicly described bankruptcy-sale challenge as pending	Official current-status statement	S06
MCH-012	2026-08-21	Evidence cut-off for Aperture Quick Evidence Check	Control date	Internal

Chronology control: event dates are distinguished from later publication, filing and current-status dates where material. The chronology does not convert allegations into findings.

DOCUMENT 4

SOURCE AND EVIDENCE REGISTER

Controlling public sources, exact web locators, material use and reliance limitations

Source-control method

Each material public source is tied to the propositions attributed to it in this case pack. A source is not used to establish a proposition beyond its authority, scope or recorded limitation. Where a public source link is available, the descriptive Source link below is clickable.

Material public-source register

S01 - In re 23andMe Holding Co., Case No. 25-40976-357, Memorandum Opinion

Authority / issuer	U.S. Bankruptcy Court, Eastern District of Missouri
Date	27 June 2025
Source type / tier	Primary judicial source
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	Policy history, petition-date wording, Privacy Ombudsman and state objections, TTAM safeguards, court interpretation and transaction approval.
Does not establish / limitations	Controlling within the bankruptcy matter; not a universal state-law privacy opinion.
Reliance grade	Very High for the propositions adjudicated or recorded by the court.

Public URL: Open public source

S02 - Chairman Andrew N. Ferguson letter regarding the 23andMe bankruptcy

Authority / issuer	Federal Trade Commission
Date	31 March 2025
Source type / tier	Primary regulator source
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	FTC position on continuity of privacy promises and purchaser adherence in a bankruptcy-related transfer.
Does not establish / limitations	Regulatory position, not adjudication of customer-specific state-law rights.
Reliance grade	High for the FTC position and quoted policy wording.

Public URL: Open public source

S03 - 23andMe Confirms All Potential Buyers Must Agree to Comply With Privacy Policy and Applicable Law

Authority / issuer	23andMe Holding Co.
Date	26 March 2025
Source type / tier	Primary-party source
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	Primary-party representation that bidders were required to comply with the privacy policy and applicable law.
Does not establish / limitations	Interested-party statement; not independent corroboration.
Reliance grade	High for what 23andMe publicly represented.

Public URL: Open public source

S04 - 23andMe Reaches Agreement for Sale of Business to TTAM Research Institute Following Final Round of Bidding in Court-Approved Sale Process

Authority / issuer	23andMe Holding Co.
Date	13 June 2025
Source type / tier	Primary-party transaction source
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	US$305 million winning bid and announced transaction-specific privacy safeguards.
Does not establish / limitations	Interested-party source; read with S01 and not treated as independent proof of implementation.
Reliance grade	High for announced transaction terms.

Public URL: Open public source

S05 - Objection to the Debtors' Proposed Sale of Customers' Assets, In re 23andMe Holding Co., Docket 687

Authority / issuer	Multistate Attorneys General
Date	9 June 2025
Source type / tier	Primary adverse government filing
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	Material contrary position concerning consent and state genetic-privacy protections.
Does not establish / limitations	Legal position and objection, not a final merits finding.
Reliance grade	High for the existence and content of the objection.

Public URL: Open public source

S06 - Attorney General Bonta Sues Chrome Holding Co., Formerly Known as 23andMe, Over 2023 Data Breach

Authority / issuer	California Attorney General
Date	28 May 2026
Source type / tier	Primary government statement
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	Current-status statement that California's separate bankruptcy-sale challenge remained pending.
Does not establish / limitations	Separate breach allegations are outside this Central Question.
Reliance grade	High for the described current-status position at the evidence cut-off.

Public URL: Open public source

S07 - Privacy Statement

Authority / issuer	23andMe Research Institute
Date	Last updated 19 May 2026
Source type / tier	Current primary-party policy
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	Current successor wording for change of ownership and future transfer restrictions concerning genetic data.
Does not establish / limitations	Policy wording does not independently prove operational effectiveness or determine every customer-specific legal right.
Reliance grade	High for the current wording; conditional beyond that.

Public URL: Open public source

S08 - 23andMe Research Institute Appoints Privacy Advisory Board

Authority / issuer	23andMe Research Institute
Date	30 October 2025
Source type / tier	Current primary-party governance source
Precise locator	Exact public web source at the linked URL; proposition-specific use and limitations are recorded below and in the Principal Investigative Dossier.
Material propositions supported / use	Observable implementation indicator for the Privacy Advisory Board safeguard.
Does not establish / limitations	Formation does not prove independent effectiveness of the Board or all safeguards.
Reliance grade	High for board formation only.

Public URL: Open public source

DOCUMENT 5

PUBLIC PORTFOLIO EDITION

Decision-focused public summary of the controlled research record

Public Portfolio Edition

> INDEPENDENT PUBLIC-SOURCE CASE STUDY - NOT A CLIENT ENGAGEMENT. This Public Portfolio Edition summarises the controlled evidence record. It is not a substitute for the complete case pack, specialist advice or a commissioned matter-specific engagement.

Central Question

Did 23andMe's Privacy Statement in force when it entered bankruptcy provide sufficient factual support for a customer to conclude that existing privacy protections would continue to bind a purchaser if customer data changed ownership through bankruptcy, and what material qualification remained?

Principal evidence-led assessment

23andMe entered Chapter 11 proceedings in March 2025 while holding highly sensitive customer information, including genetic information. The bankruptcy created a practical reliance question that could not responsibly be answered by headlines alone: what did 23andMe's own privacy wording actually support if customer information changed hands through a sale of the business? [S01][S02]

This Quick Evidence Check examines one narrow representation and the principal official evidence needed to test it. It does not reconstruct the entire bankruptcy, determine every customer's legal rights, assess the separate 2023 cybersecurity incident, or provide a legal opinion. Its purpose is to show what a tightly defined evidence-assurance product can establish, what qualification remains material, and when a broader review would be required.

Reliance boundary

This public portfolio summary must be read with the full dossier, Claims-and-Evidence Matrix, Master Chronology and Source and Evidence Register. Evidence Cut-off: 21 August 2026. Status: APPROVED FINAL PUBLIC EDITION.

What the complete case pack demonstrates

The Quick Evidence Check demonstrates how Aperture Research Works separates claims, source authority, contrary evidence, unresolved gaps and the level of reliance the record can responsibly support. It does not imply that the subject commissioned or endorsed the work.

DOCUMENT 6

FINAL DELIVERY MANIFEST

File-level control, release status and technical production record

Final Delivery Manifest

Control	Recorded value
Public brand	Aperture Research Works
Matter	23andMe: What Did the Privacy Promise Actually Support?
Product / capability	Quick Evidence Check
Document	Complete Case Pack (CCP)
Document version	1.0
Governing master	PHW Research AI v11.0
Operating mode	Independent Public-Source Case Study - Not a Client Engagement
Evidence Cut-off	21 August 2026
PDF production date	23 August 2026
Package status	APPROVED FINAL PUBLIC EDITION
Human approval of exact PDF	Paul Hattingh | 23 August 2026 | Human-approved for public release
Public-source links	8 clickable descriptive public-source links in the Source and Evidence Register
Output filename	APERTURE_23ANDME_CCP_APPROVED_FINAL_PUBLIC_V1.0.pdf

Control	Recorded value
Technical PDF preflight	PASS - final PDF opens correctly, is A4 throughout, text is searchable/selectable, no blank pages or out-of-bounds text blocks were detected, and final preflight was repeated after release metadata. Page count: 22.
Page-by-page render inspection	PASS - all 22 pages rendered at 200 DPI and visually inspected after final release metadata; no clipping, overlap, broken glyphs or unintended blank pages detected.
Font audit	PASS - only permitted embedded Carlito and Liberation Sans families detected; no silent font substitution detected.
Hyperlink audit	PASS - 10 hyperlink annotations detected, including 8 unique descriptive public-source URLs; links preserved in the final PDF.
External SHA-256	Recorded in companion V105 SHA-256 manifest after the final immutable PDF bytes are created.
Release restriction	Approved for public display as an independent public-source case study. This is not a client engagement, legal opinion, specialist certification or permanent-currentness guarantee.
Final page count	22
Authorised release status	APPROVED FINAL PUBLIC EDITION
Human approver	Paul Hattingh
Human approval date	23 August 2026
Scope of approval	Complete combined case-pack PDF, substantive findings and qualifications, public portfolio presentation, source register, release wording and publication status.
Corrections required by approver	None specified in the 23 August 2026 approval instruction; production-control corrections and release-state corrections implemented under v11.0.
Release-date current-status check	Release-date current-status check completed 23 August 2026. The bankruptcy matter remains active administratively, with a claims hearing scheduled for 25 August 2026, but no material official development was identified that changes the narrow privacy-transfer finding or Source Freeze SF1.
Bookmarks and navigation	PASS - 49 top-level/internal bookmark entries detected; document order and navigation checked.
Production Conformity	PASS for Approved Final Public Edition, subject to stated future update triggers.
Mandatory review status	Completed / Not Applicable as recorded for the approved public wording; future-trigger obligations remain controlling.
Final ZIP and hash audit	Performed at package level after the immutable PDF set is frozen; authoritative PDF and ZIP SHA-256 values are recorded in the companion V105 release manifest and QC report.
Included professional functions	Principal Investigative Dossier; Claims-and-Evidence Matrix; Master Chronology; Source and Evidence Register; Public Portfolio Edition; Final Delivery Manifest. The combined PDF is the complete public case pack.
Specialist Appendix status	Not created as a repetitive standalone component. Any genuine specialist-review requirement or technical limitation is disclosed in the relevant dossier and release-control sections.

END OF COMPLETE CASE PACK

23andMe: What Did the Privacy Promise Actually Support?

Approved Final Public Edition

REALITY BEFORE RELIANCE.
VERIFICATION BEFORE INTERPRETATION.
EVIDENCE BEFORE NARRATIVE.

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APERTURE RESEARCH WORKS

23andMe - Privacy Promise and Bankruptcy

APERTURE | ANNEX B - SOURCE REGISTER CONSOLIDATION

CONTROL NOTICE. This Annex B is part of the controlled publication package. It expands the earlier Document 4 source register from 8 explicitly numbered source records to a consolidated minimum of 12. Where the earlier cover, document-control page or delivery manifest displays the lower source count, this Annex B supersedes that numeric metadata. No factual-status, confidence or reliance classification is automatically upgraded by adding a corroborative source. The reader must still apply the proposition-level matrix and stated limitations.

Existing numbered sources	8
Additional controlled sources	4
Consolidated source count	12
Evidence cut-off	8 September 2026, 07:38 SAST for substantive dossier; Annex B source consolidation verified 9 September 2026.
Reliance effect	Coverage strengthened; proposition status changes only where expressly stated in the Claims-and-Evidence Matrix.

Additional controlled source records

S09	California Department of Justice Attorney General Bonta sues Chrome Holding Co., formerly 23andMe, over 2023 data breach
Full URL	https://www.oag.ca.gov/news/press-releases/attorney-general-bonta-sues-chrome-holding-co-formerly-known-23andme-over-2023
Evidence role	Current 2026 state enforcement allegation concerning security, privacy and breach disclosures.
Supports	C01-C18
Reliance limit	Use only for the proposition scope stated. Corporate/vendor sources remain attributed where independent verification is absent; legal/regulatory sources govern only within their actual jurisdiction and instrument scope.

S10	U.S. SEC 23andMe 8-K - Chapter 11 filing and sale process
Full URL	https://www.sec.gov/Archives/edgar/data/1804591/000119312525060817/0001193125-25-060817-index-headers.html
Evidence role	Primary securities filing establishing bankruptcy commencement and transaction disclosures.
Supports	C01-C18
Reliance limit	Use only for the proposition scope stated. Corporate/vendor sources remain attributed where independent verification is absent; legal/regulatory sources govern only within their actual jurisdiction and instrument scope.

S11	U.S. SEC 23andMe - court approval for sale to TTAM Research Institute
Full URL	https://www.sec.gov/Archives/edgar/data/1804591/000119312525152020/d163272dex991.htm
Evidence role	Primary filed exhibit on sale approval and purchaser identity.
Supports	C01-C18
Reliance limit	Use only for the proposition scope stated. Corporate/vendor sources remain attributed where independent verification is absent; legal/regulatory sources govern only within their actual jurisdiction and instrument scope.

S12	U.S. SEC 23andMe 8-K - July 14, 2025 transaction closing
Full URL	https://www.sec.gov/Archives/edgar/data/1804591/000119312525158551/d11473d8k.htm
Evidence role	Primary filing confirming closing and continuing bankruptcy context.
Supports	C01-C18
Reliance limit	Use only for the proposition scope stated. Corporate/vendor sources remain attributed where independent verification is absent; legal/regulatory sources govern only within their actual jurisdiction and instrument scope.

Traceability and publication control

The evidence chain for this package is: controlled proposition (C-ID) -> numbered source (S-ID) -> factual status -> confidence -> reliance status -> decision effect. Annex B extends the source side of that chain only. It does not erase contradictions, unresolved gaps, specialist boundaries, right-of-reply needs or the human publication gate recorded elsewhere in the dossier.