



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Defendants. :

C.A. No.: 2024-1314-MTZ

**[PROPOSED] SCHEDULING ORDER**

WHEREAS, a stockholder class action lawsuit is pending in this Court captioned *Bryant v. The Column Group, LP*, C.A. No. 2024-1314-MTZ (the “Action”);

WHEREAS, (i) Plaintiff Charles Bryant (“Plaintiff”) on behalf of himself and the other members of the Class (as defined in Paragraph 3 below); and (ii) Defendants The Column Group, LP, David V. Goeddel, and David J. Woodhouse (collectively, “Defendants” and together with Plaintiff, the “Parties”) have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement, Compromise, and Release dated July 23, 2025 (the “Stipulation”), subject to the approval of this Court (the “Settlement”);

WHEREAS, in accordance with the Stipulation, Plaintiff and Defendants have

made an application, pursuant to Court of Chancery Rule 23, for entry of a scheduling order in accordance with the Stipulation, approving the form and content of the notice of the Settlement to the Settlement Class, and scheduling the date and time for the Settlement Hearing; and

WHEREAS, the Court having considered the Stipulation and the exhibits attached thereto; the Stipulation being sufficient to warrant notice to the Settlement Class; and all Parties having consented to the entry of this Order.

**NOW THEREFORE, IT IS HEREBY ORDERED**, this \_\_\_\_ day of \_\_\_\_\_, 2025, as follows:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.
2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Class Members.
3. **Preliminary Class Certification:** In accordance with the proposed class definition in the Stipulation, for the purposes of settlement only, the Action preliminarily shall be maintained as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the “Class”):

All record holders and beneficial holders of shares of NGM Biopharmaceuticals, Inc. common stock who either received \$1.55 per

share in cash at the closing of the take-private transaction between NGM and The Column Group, LP (the “Transaction”), on or about April 5, 2024 (the “Closing”), or who dissented from the Transaction, including each such Class Member’s heirs, successors in interest, successors, transferees, and assigns.

Excluded from the Class are: (i) Defendants, (ii) any other director or officer of the Company as of the date of the Closing, (iii) the spouses and minor children of Defendants and the Company’s other directors and officers as of the date of the Closing, (iv) any trusts or other entities controlled by any Defendant or other director or officer of the Company as of the date of the Closing, and (v) the Rollover Stockholders.

4. For purposes of the Settlement only, the Court preliminarily finds that:

(i) the Class is so numerous that joinder of all members is impracticable, satisfying Court of Chancery Rule 23(a)(1); (ii) there are questions of law and fact common to the Settlement Class, satisfying Court of Chancery Rule 23(a)(2); (iii) the claims of Plaintiff are typical of the claims of absent Class Members in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories, satisfying Court of Chancery Rule 23(a)(3); (iv) Plaintiff and Plaintiff’s Counsel are fair and adequate representatives of the Settlement Class, satisfying Court of Chancery Rule 23(a)(4); (v) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members, satisfying Court of Chancery Rule 23(b)(1); and

(vi) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole, satisfying Court of Chancery Rule 23(b)(2).

5. The Court provisionally appoints Plaintiff as the representative for the Class and Heyman Enerio Gattuso & Hirzel LLP, Equity Litigation Group LLP, and The Schall Law Firm as counsel for the Class.

6. **Settlement Hearing:** The Court will hold a hearing (the “Settlement Hearing”) on October 21, 2025, at 3:15 p.m., at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or as may be undertaken via a remote proceeding such as Zoom or by telephone, to, among other things:

(a) Determine whether to finally certify the Settlement Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

(b) Determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the Settlement Class, and whether Plaintiff should be finally appointed as Class Representative for the Class and Plaintiff’s Counsel should be finally appointed as Class Counsel for the Class;

(c) Determine whether the proposed Settlement should be approved

as fair, reasonable, and adequate to Plaintiff and the other members of the Class and in their best interests;

(d) Determine whether the proposed Order and Final Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation;

(e) Determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;

(f) Determine whether and in what amount any award of attorneys' fees and payment of litigation expenses to Plaintiff's Counsel ("Fee and Expense Award") should be paid out of the Settlement Fund, including any incentive award to Plaintiff ("Incentive Award") to be paid solely from any Fee and Expense Award;

(g) Hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award, including any Incentive Award to Plaintiff (the "Fee and Expense Application"); and

(h) Consider any other matters that may properly be brought before the Court in connection with the Settlement.

7. Notice of the Settlement and the Settlement Hearing shall be given to Class Members as set forth in Paragraph 8 of this Order. The Court may adjourn the

Settlement Hearing without further notice to the Class and may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

8. **Retention of Settlement Administrator and Manner of Notice:**

Plaintiff's Counsel are hereby authorized to retain A.B. Data, Ltd. as the settlement administrator (the "Settlement Administrator") to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Net Settlement Fund to eligible Class Members. Notice of the Settlement and the Settlement Hearing shall be given as follows:

(a) Within two business days after the entry of this Order, Defendants will use reasonable efforts to provide or cause to be provided—at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator—the Class Member Records to the Settlement Administrator or Plaintiff's Counsel in electronic format;

(b) No less than sixty calendar days before the date of the Settlement Hearing (the "Notice Date"), the Settlement Administrator shall cause a copy of the Long-Form Notice, substantially in the form attached to the Stipulation as Exhibit B, to be mailed by U.S. first-class mail to potential Class Members at the addresses set forth in the Class Member Records or who otherwise may be identified through further reasonable effort;

(c) Not later than the Notice Date, the Settlement Administrator shall post a copy of the Long-Form Notice on the website established for the Settlement;

(d) Not later than ten business days after the Notice Date, the Settlement Administrator shall cause the Summary Notice, substantially in the form attached to the Stipulation as Exhibit C, to be published once in *Investor's Business Daily* and to be transmitted once over the *PR Newswire*; and

(e) Not later than seven calendar days before the Settlement Hearing, Plaintiff's Counsel shall serve on Defendants' Counsel, and file with the Court, proof, by affidavit or declaration, of such mailing and publication.

9. **Approval of Form and Content of Notice:** The Court: (a) approves, as to form and content, the Long-Form Notice, attached to the Stipulation as Exhibit B, and the Summary Notice, attached to the Stipulation as Exhibit C, and (b) finds that the mailing of the Long-Form Notice and publication of the Summary Notice in the manner and form set forth in Paragraph 8 of this Order: (i) are the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the effect of the proposed Settlement (including the Releases to be provided thereunder), the proposed Plan of Allocation, Plaintiff's Counsel's Fee and Expense Application, and Class Members' rights to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense

Application, and to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

10. **Nominees Procedures:** Brokers and other nominees that held shares of NGM common stock as of the closing of the acquisition of NGM by The Column Group on or about April 5, 2024, as record holders for the benefit of another person or entity shall either: (a) within seven calendar days of receipt of the Long-Form Notice, request from the Settlement Administrator sufficient copies of the Long-Form Notice to forward to all such beneficial owners, and within seven calendar days of receipt of those copies of the Long-Form Notice forward them to all such beneficial owners; or (b) within seven calendar days of receipt of the Long-Form Notice, send a list of the names, addresses, and, if available, email addresses, of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Long-Form Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly



documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

11. Brokers and other nominees that hold securities in their name on behalf of a beneficial owner are hereby ordered to provide information deemed necessary by the Settlement Administrator to assist Eligible Class Members in connection with determining their entitlement to the Net Settlement Fund and to distribute the Net Settlement Fund consistent with the terms of the Plan of Allocation (or such other plan of allocation approved by the Court).

12. **Appearance at Settlement Hearing and Objections:** Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (electronically by File & ServeXpress, by hand, by first-class U.S. mail, or by express service), such that the notice is filed no later than seven calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Plaintiff's Counsel, and shall be deemed to have waived and forfeited

any and all rights he, she, or it may otherwise have to appear separately at the Settlement Hearing.

13. Any Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application ("Objector"), if he, she, or it has any cause why the proposed Settlement, Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award, should not be approved; *provided, however*, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award, unless that person or entity files a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (electronically by File & ServeXpress, by hand, by first-class U.S. mail, or by express service).

14. Any objections must: (i) identify the case name and civil action number, "*Bryant v. The Column Group, LP et al.*, C.A. No. 2024-1314-MTZ"; (ii) state the name of the Objector (and, if the Objector is self-represented, his, her, or its address, and telephone number) and, if represented by counsel, the name, address, and

telephone number of the Objector's counsel; (iii) be signed by the Objector (if the Objector is self-represented) or the Objector's counsel; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court's attention; and (v) include documentary evidence sufficient to prove that the Objector is a member of the Class. If the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the Objector shall provide the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing.

15. Unless the Court orders otherwise, any Class Member who or which does not make his, her, or its objection in the manner provided herein shall: (i) be deemed to have waived and forfeited his, her, or its right to object to any aspect of the proposed Settlement, Plan of Allocation, or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award; (ii) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, the Plan of Allocation, and Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award; and (iii) be deemed to have waived and to be forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement, the Plan of

Allocation, or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award.

16. **Stay and Temporary Injunction:** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiff, and all other members of the Class or other Releasing Plaintiff Parties, from instituting, commencing, or prosecuting any and all of the Released Plaintiff's Claims against any and all of the Released Defendant Parties.

17. **Settlement Fund:** The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

18. **Notice Costs and Administration Costs:** All Notice Costs and Administration Costs shall be paid in accordance with the terms of the Stipulation without further order of the Court.

19. **Taxes:** Plaintiff's Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement

Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

20. **Effectiveness of Judgment:** If the Settlement is approved by the Court following the Settlement Hearing, the Court shall enter the Judgment substantially in the form attached to the Stipulation as Exhibit D. The effectiveness of the Judgment shall not be conditioned upon the approval of an award of attorneys' fees, costs, and/or expenses, either at all or in any particular amount, by the Court.

21. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Plaintiff, the other Class Members, and Defendants, and Plaintiff and Defendants shall revert to their respective positions in the Action immediately before June 3, 2025, as provided in the Stipulation; all of their respective claims and defenses as to any issue shall be preserved without prejudice; and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice Costs and Administrative Costs actually incurred, paid, or payable) shall be returned in accordance with the Stipulation.

22. **Supporting Papers:** Plaintiff's Counsel shall file and serve the

opening papers in support of the proposed Settlement, Plan of Allocation, and Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award, no later than sixty calendar days before the Settlement Hearing. Any objections to the Settlement, the Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award, shall be filed and served no later than fourteen calendar days before the Settlement Hearing. If reply papers are necessary, they are to be filed and served no later than seven calendar days before the Settlement Hearing.

23. **Retention of Jurisdiction:** The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

24. **No Admission:** The Stipulation shall not be deemed to be evidence or constitute an admission or concession by any of the Released Defendant Parties as to (i) the truth of any fact alleged by Plaintiff; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or (iv) any wrongdoing, breach, fault, or liability of any kind by any of them.

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Vice Chancellor Morgan T. Zurn

This document constitutes a ruling of the court and should be treated as such.

**Court:** DE Court of Chancery Civil Action

**Judge:** Morgan Zurn

**File & Serve**

**Transaction ID:** 76714674

**Current Date:** Jul 25, 2025

**Case Number:** 2024-1314-MTZ

**Case Name:** Charles Bryant v. The Column Group, LP, David V. Goeddel, and David J. Woodhouse

**Court Authorizer:** Morgan Zurn

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**/s/ Judge Morgan Zurn**