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Case No. 2024-1314-MTZ



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CHARLES BRYANT,)
)
Plaintiff,)
)
v.) C.A. No. 2024-1314-MTZ
)
THE COLUMN GROUP, LP,)
DAVID V. GOEDDEL, and)
DAVID J. WOODHOUSE,)
)
Defendants.)

ORDER AND FINAL JUDGMENT

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 below); and (ii) Defendants The Column Group, LP, David V. Goeddel, and David J. Woodhouse (collectively, “Defendants” and together with Plaintiff, the “Parties”) have entered into a Stipulation and Agreement of Settlement, Compromise, and Release dated July 23, 2025 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, by Order dated July 25, 2025 (the “Scheduling Order”), this

Court: (a) preliminarily certified a Class solely for purposes of effectuating the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for an award of attorneys' fees and expenses; (d) provisionally appointed Plaintiff as representative for the Class and Plaintiff's Counsel as counsel for the Class; and (e) scheduled a hearing to consider final approval of the Settlement;

WHEREAS, the Court conducted a hearing on October 21, 2025 (the "Settlement Hearing") to consider, among other things: (a) whether the Class should be permanently certified by the Court; (b) whether Plaintiff may be finally appointed as the representative for the Class and Plaintiff's Counsel finally appointed as counsel for the Class, and whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action; (c) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class and in their best interests, and should therefore be approved; (d) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants and granting the Releases provided under the Stipulation; (e) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (f) whether the application by Plaintiff's Counsel for an award of

attorneys' fees and expenses should be approved, including Plaintiff's application for an Incentive Award to be paid solely from any Fee and Expense Award; and

WHEREAS, due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and application by Plaintiff's Counsel for an award of attorneys' fees and expenses and Plaintiff's application for an incentive award; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 22nd day of October, 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 for purposes of the Action.
3. **Incorporation of Settlement Documents:** This Judgment incorporates

and makes a part hereof: (a) the Stipulation filed with the Court on July 23, 2025; and (b) the Long-Form Notice and Summary Notice, which were filed with the Court as Exhibits B and C to the Stipulation.

4. **Notice:** The Court finds that the dissemination of the Long-Form Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder), (iii) the proposed Plan of Allocation, (iv) Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award to be paid solely from any Fee and Expense Award; (v) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **Class Certification:** The Action is finally certified for settlement

purposes only as a non-optout 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.

6. Based on the record of the Action, for purposes of the Settlement only, the Court expressly and conclusively 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 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 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).

7. The Court finally appoints Plaintiff as the representative for the Class and appoints Heyman Enerio Gattuso & Hirzel LLP, Equity Litigation Group LLP, and The Schall Law Firm as counsel for the Class. Plaintiff and Plaintiff's Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

8. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement as set forth in the Stipulation in all respects (including, without limitation: the Settlement Amount, the Releases, including the release of the Released Plaintiff's Claims as against the Released Defendant Parties, and Released Defendants' Claims as against the Released Plaintiff Parties; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate, to the

Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

9. The Action and all of the claims asserted against Defendants in the Action are hereby dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and this Judgment.

10. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on the Parties and all Class Members, as well as their respective successors and assigns.

11. **No Admission:** The Judgment, Stipulation, and Settlement shall not be deemed to be evidence or constitute an admission or concession by any 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. The Released Persons may file the Stipulation and/or this Judgment (i) to effectuate the protections from liability granted under this Judgment or the Stipulation or otherwise to enforce the terms of the Settlement and (ii) in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral

estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. **Releases:** The Releases set forth in the Stipulation, together with the definitions contained in Paragraph I.1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to Paragraph 13 below, upon the Effective Date of the Settlement, Plaintiff, all Class Members, and all other Releasing Plaintiff Parties shall be deemed to have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff's Claims against any of the Released Defendant Parties

(b) Without further action by anyone, and subject to Paragraph 13 below, upon the Effective Date of the Settlement, Defendants and all other Releasing Defendant Parties shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

13. With respect to the releases set forth in Paragraphs 12(a)-(b) above (collectively, the “Released Claims”), the Releasing Plaintiff Parties and Releasing Defendant Parties shall be deemed to have waived all provisions, rights, and benefits conferred by any law of the United States, any law of any state, or principle of common law which governs or limits a person’s release of Unknown Claims to the fullest extent permitted by law, and to have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

14. Notwithstanding Paragraphs 12-13 above, nothing in the Stipulation or in this Judgment shall in any way impair or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to the Stipulation.

15. **Bar Order:** Upon the Effective Date, any claims for contribution under 10 *Del. C.* § 6304(b), in which the injury claimed is based on or arises out of the claimant’s actual or threatened liability to the Class or any Class Member, based upon or arising out of the Released Plaintiff’s Claims (i) against the Defendants and the other Released Defendant Parties; or (ii) by any of the Defendants or the other

Released Defendant Parties against any other person or entity are hereby barred to the fullest extent permitted by law.

16. Pursuant to 10 *Del. C.* § 6304(b), if any of Defendants or the other Released Defendant Parties are determined to be joint tortfeasors with any other persons or entities and jointly and severally liable for damages, then damages jointly recoverable against any such other person or entity will be reduced by the greater of (a) the Settlement Amount, and (b) the pro rata share of the responsibility or liability for such damages, if any, of Defendants or the other Released Defendant Parties. This language is intended to comply with 10 *Del. C.* § 6304(b) so as to preclude any liability of Defendants and the other Released Defendant Parties to any joint tortfeasor for contribution.

17. **Award of Attorneys' Fees and Expenses:** Plaintiff's Counsel are hereby awarded attorneys' fees and expenses in the amount of \$750,000 ("Fee and Expense Award"), which sums the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid out of the Settlement Fund in accordance with the terms of the Stipulation.

18. Plaintiff is hereby awarded an incentive award in the amount of \$5,000 (the "Incentive Award"). The Incentive Award shall be paid to Plaintiff solely from the Fee and Expense Award awarded under Paragraph 17 above.

19. No proceedings or court order with respect to the Fee and Expense

Award or the Incentive Award shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement. Any such proceedings or court order shall be considered separate from this Judgment.

20. **Plan of Allocation of Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments from the Net Settlement Fund to Eligible Settlement Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

21. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Class Members for purposes of the administration, interpretation, implementation, and enforcement of the Settlement.

22. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or

modifications of the Stipulation or any Exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

23. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Judgment shall be without prejudice to the rights of the Parties or the Class; and Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Settlement Term Sheet on June 3, 2025, as provided under the Stipulation.

24. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final Judgment in the Action.

/s/ Morgan T. Zurn
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: Oct 22, 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

/s/ Judge Morgan Zurn