

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE GRITSTONE BIO, INC. SECURITIES LITIGATION	Case No.: 3:24-cv-03640-CRB
--	-----------------------------

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

If you purchased publicly-traded Gritstone bio, Inc. (“Gritstone” or “Company”) securities between March 9, 2023 and April 2, 2024, both dates inclusive (“Settlement Class Period”), and were damaged thereby, you could get a payment from a class action settlement (“Settlement”).

Under law, a federal court has authorized this Notice. This is not attorney advertising.

- **Purpose of Notice:** The purpose of this Notice is to inform you of the proposed Settlement of this pending securities class action (the “Action”) and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) whether Plaintiff’s Counsel’s application for attorneys’ fees and expenses should be approved. This Notice describes important rights you may have and what steps you must take if you wish to participate in, or object to, the Settlement.
- **Summary of Claims Resolved:** The Settlement resolves claims that Court-appointed Lead Plaintiff Richard Rodriguez (“Plaintiff”) asserted on behalf of himself and the Settlement Class¹ against Defendant Andrew R. Allen, the former Chief Executive Officer, President, and Director of Gritstone bio, Inc. (the “Defendant,” together with Lead Plaintiff, are known as the “Parties” and each a “Party”) for alleged violations of federal securities laws by allegedly making materially false and misleading statements during the Settlement Class Period.
- **Statement of Settlement Class Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of six million dollars (\$6,000,000.00) in cash (the “Settlement Amount”). The Net Settlement Fund (as defined below) will be distributed to eligible Settlement Class Members according to a plan of allocation to be approved by the Court. The proposed Plan of Allocation of the Net Settlement Fund is set forth on pages 11-15 below.
- **Reasons for Settlement:** Lead Plaintiff’s principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Lead Plaintiff weighed this benefit against the significant risk that a smaller recovery – or no recovery at all – might be achieved after contested motions, a trial of the Action, and post-trial appeal. That process would be expected to last several years. The Settlement was

¹ All capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation of Settlement, dated May 15, 2026 (the “Stipulation”).

entered into after extended mediation proceedings. Defendant expressly denies that Plaintiff has asserted any valid claims as to Defendant, and expressly denies any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Without admitting any liability, negligence, fault, or other wrongdoing of any kind whatsoever on the part of Defendant or Defendant's Released Parties, or any infirmity in the defenses that Defendant has, or could have, asserted, Defendant is willing to settle to avoid the continuing uncertainty, burden, and expense of the Action in exchange for all Released Claims being finally and fully compromised, settled, and released subject to the terms and conditions set forth in the Stipulation.

- **Estimate of Average Recovery Per Share:** Lead Plaintiff's damages expert estimates that there were approximately 54.9 million allegedly damaged shares of Gritstone securities traded during the Settlement Class Period. If all of those shares elect to participate in the Settlement, the average recovery per share could be approximately \$0.11 per share, before deduction of any fees, expenses, costs, and awards described herein. **Settlement Class Members should note that this recovery is only an estimate.** Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors: (i) when and at what price(s) they purchased Gritstone securities, and if those Gritstone securities were sold, the date(s) and price(s) at which such securities were sold; and (ii) the total number of valid Proof of Claim and Release Forms (or "Claim Forms") submitted and the value of those Claim Forms. Distributions to eligible Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* pages 11-15 below) or such other plan of allocation as may be ordered by the Court.
- **Statement of Potential Outcome of Case If the Action Continued to Be Litigated:** The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Lead Plaintiff were to prevail on each claim asserted against Defendant. Among other things, the Parties disagree on (i) whether Defendant violated the federal securities or any other laws or committed any acts of wrongdoing whatsoever; (ii) whether the allegedly damaging public disclosures were materially false or misleading; (iii) whether Defendant acted with scienter; (iv) whether Defendant's alleged misconduct was the proximate cause of any alleged losses suffered by the Settlement Class; (v) the extent to which external factors, such as general market, economic, and industry conditions, or unusual levels of volatility, influenced the trading prices of the Company's common stock at various times; and (vi) whether Plaintiff and the Settlement Class suffered any harm as a result of Defendant's alleged violations of the federal securities laws and purported subsequent revelation of the truth. Defendant has denied and continues to deny each and all of the claims alleged by Lead Plaintiff and the Settlement Class in the Action. Defendant expressly has denied and continues to deny all charges of wrongdoing or liability against him arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendant has denied and continues to deny, among other allegations, the allegations that Lead Plaintiff or the Settlement Class Members have suffered any damage, that the price of the Company's securities was artificially inflated by reason of alleged misrepresentations, non-disclosures or otherwise, or that Lead Plaintiff or the Settlement Class Members were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. Defendant believes that the evidence developed to date supports his position that he acted properly at all times and that the Action is without merit. In addition, Defendant maintains that he has meritorious defenses to all claims alleged in the Action. Nonetheless, Defendant has concluded that further conduct of the Action would be protracted and expensive. Defendant also has taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Action. Defendant has, therefore, determined that it is desirable and beneficial to him that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

- **Attorneys' Fees and Costs:** Plaintiffs' Counsel have not received any payment for their services in conducting this litigation on behalf of Lead Plaintiff and the members of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, Plaintiff's Counsel will apply to the Court for attorneys' fees not to exceed one-third of the Settlement Amount, plus interest, and reimbursement of expenses not to exceed \$500,000, plus interest, which may include a request for reimbursement of Lead Plaintiff's costs and expenses directly related to his representation of the Settlement Class. If the amounts requested by counsel are approved by the Court, the average cost of fees and expenses would be approximately \$0.05 per share to be paid from the Settlement Fund.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN NOVEMBER 13, 2026	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN NOVEMBER 13, 2026	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Defendant or the Released Defendant's Parties about the Released Claims.
OBJECT NO LATER THAN NOVEMBER 13, 2026	Write to the Court about why you do not like the Settlement.
GO TO A HEARING ON DECEMBER 4, 2026	You may ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights.

INQUIRIES

Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim and Release Form ("Claim Form"), or any other questions by Settlement Class Members should be directed to:

Claims Administrator
Gritstone Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
Email: info@strategicclaims.net

or

Lead Counsel
Samantha Daniels, Esq.
POMERANTZ LLP
600 Third Avenue, 20th Floor
New York, New York 10016
Tel.: (212) 661-1100
Fax: (917) 463-1044
sdaniels@pomlaw.com

TABLE OF CONTENTS

1. Why did I get the Postcard Notice?	Page 4
2. What is this lawsuit about?	Page 4
3. Why is this a class action?	Page 5
4. Why is there a Settlement?	Page 5

5. How do I know if I am part of the Settlement?	Page 5
6. Are there exceptions to being included?	Page 5
7. I am still not sure whether I am included.	Page 6
8. What does the Settlement provide?	Page 6
9. How can I get a payment?	Page 7
10. What am I giving up to get a payment or stay in the Settlement Class?	Page 7
11. How do I exclude myself from the Settlement?	Page 7
12. If I do not exclude myself, can I sue the Defendant later?	Page 8
13. If I exclude myself, can I get money from the proposed Settlement?	Page 8
14. Do I have a lawyer in this case?	Page 8
15. How will the lawyers be paid?	Page 8
16. How do I tell the Court that I object to the Settlement?	Page 9
17. What is the difference between objecting and requesting exclusion?	Page 10
18. When and where will the Court decide whether to approve the Settlement?	Page 10
19. Do I have to come to the hearing?	Page 10
20. What happens if I do nothing at all?	Page 10
21. What happens if the proposed Settlement is approved?	Page 10
22. Can I see the Court file? Whom should I contact if I have questions?	Page 10
Proposed Plan of Allocation of the Net Settlement Fund	Page 11
Special Notice to Securities Brokers and Other Nominees	Page 15

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get the Postcard Notice?

You, or someone in your family, or an investment account for which you serve as a custodian may have purchased publicly-traded Gritstone securities between March 9, 2023 and April 2, 2024, both dates inclusive.

2. What is this lawsuit about?

The case is known as *In re Gritstone bio, Inc. Securities Litigation*, Case No. 3:24-cv-03640-CRB (N.D. Cal.) (the “Action”). The Action is pending in the United States District Court for the Northern District of California.

The Action involves Lead Plaintiff’s allegations that Defendant violated the federal securities laws by making materially false and misleading statements regarding Gritstone’s current Good Manufacturing Practices (“cGMP”) compliance, its capabilities to satisfy its contract with the Biomedical Advanced Research and Development Authority (“BARDA”), and the timeline for launching the CORAL Phase 2b clinical trial. The Second Amended Complaint for Violations of the Federal Securities Laws (the “Second Amended Complaint”) asserts that the alleged misstatements or omissions artificially inflated the price of Gritstone securities during the Settlement Class Period, and that the market price of Gritstone securities declined upon public disclosure of the facts alleged, to the alleged injury of Lead Plaintiff and Settlement Class members. Defendant has denied and continues to deny each, any, and all allegations of wrongdoing, fault, liability, or damage whatsoever asserted in the Action, and the Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendant or any of the Released Defendant’s Parties with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendant has, or could have, asserted. The Settlement resolves all Released Claims as against all Released Defendant’s Parties and all Released Plaintiff’s Parties and dismisses with prejudice the Action.

The issuance of this Notice is NOT an expression of the Court's opinion on the merits or the lack of merits of any of Lead Plaintiff's claims in the Action or whether Defendant engaged in any wrongdoing.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who validly exclude themselves from the class.

4. Why is there a Settlement?

The Parties do not agree regarding the merits of Plaintiff's allegations and Defendant's defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiff were to prevail at trial on each claim. The issues on which Plaintiff and Defendant disagree include: (1) whether Defendant made any statements that were materially false or misleading or otherwise actionable under federal securities law; (2) whether the Defendant acted with an intent to deceive or deliberate recklessness; (3) to the extent any statements were materially false or misleading, whether any subsequent disclosures corrected any prior statements by the Defendant; (4) the causes of the loss in the value of Gritstone securities; and (5) whether Plaintiff and the Settlement Class suffered any harm as a result of Defendant's alleged violations of the federal securities laws and purported subsequent revelation of the truth.

This matter has not gone to trial, and the Court has not decided in favor of either Plaintiff or Defendant. Instead, Plaintiff and Defendant have agreed to settle the case. Plaintiff and Lead Counsel believe the Settlement is best for all Settlement Class Members because of the expense and length of continued proceedings necessary to prosecute the Action against Defendant through trial and appeals, as well as the uncertain outcome and the risk of any litigation. Defendant has denied and continues to deny each and all of the claims and contentions alleged by Plaintiff and is entering into the Stipulation solely to eliminate the uncertainty, distraction, burden, and expense of further litigation and the length of continued proceedings necessary to defend the Action through trial and appeals.

Continued litigation could result in no recovery at all, and Lead Plaintiff may not win at trial. Even if Lead Plaintiff were to win at trial, and also prevail on any appeal brought by Defendant, Lead Plaintiff might not be able to collect some, or all, of any judgment the class may be awarded. Moreover, litigation of this type is usually expensive, and even if Lead Plaintiff's allegations were eventually found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

5. How do I know if I am part of the Settlement?

To be a Settlement Class Member, you must have purchased publicly-traded Gritstone securities between March 9, 2023 and April 2, 2024, both dates inclusive, and have been allegedly damaged thereby.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) persons and entities that suffered no compensable losses; and (b) (i) Defendant and members of his Immediate Family; (ii) any person who served as a control person, officer, and/or director of Gritstone during the Settlement Class Period and members of his or her Immediate Family; (iii) present and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Gritstone; (iv) any entity in which Defendant has or had a controlling

interest; (v) any trust of which Defendant is the settlor or which is for the benefit of Defendant and/or member(s) of his Immediate Family; (vi) Defendant's liability insurance carriers; and (vii) the legal representatives, heirs, successors, and assigns of any person or entity excluded under provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any persons and entities who or which properly exclude themselves from the Settlement Class by filing a valid and timely request for exclusion that is accepted by the Court.

7. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004, by facsimile at (610) 565-7985, by email at info@strategicclaims.net, or by visiting the website www.strategicclaims.net/Gritstone/, or you can fill out and return the Claim Form described in Question 9, to see if you qualify.

8. What does the Settlement provide?

(a) What is the Settlement Fund?

The proposed Settlement provides that Defendant shall direct his insurers to cause the payment of \$6,000,000 in cash; the Settlement Amount, plus any interest earned thereon, is the "Settlement Fund". The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay attorneys' fees and reasonable Litigation Expenses to Plaintiff's Counsel, which may include the costs and expenses of Lead Plaintiff directly related to his representation of the Settlement Class. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the notice and claims administration expenses permitted by the Court, including the costs of printing and mailing notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed according to the Plan of Allocation to be approved by the Court to Settlement Class Members who submit timely, valid Claim Forms.

(b) What can I expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Gritstone securities; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of providing notice to the Settlement Class; and (v) the amount awarded by the Court to Plaintiff's Counsel for attorneys' fees, costs, and expenses and award to Lead Plaintiff.

The Claims Administrator will determine each Settlement Class Member's *pro rata* share of the Net Settlement Fund based upon each Settlement Class Member's "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Settlement Class Members with valid claims.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Claim Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Stipulation or by order of the Court under the below Plan of Allocation ("Authorized Claimants"), which reflects Lead Plaintiff's contention that because of the alleged misrepresentations made by Defendant, the price of Gritstone securities was artificially inflated during the Settlement Class Period, and that certain subsequent disclosures removed the artificial inflation from the price of

Gritstone securities. Defendant has denied and continues to deny these allegations and any and all allegations of wrongdoing, fault, liability, or damage whatsoever asserted in the Action.

9. How can I get a payment?

To qualify for a payment, you must send in a Proof of Claim and Release Form (“Claim Form”). The Claim Form is attached to this Notice. You may also obtain the Claim Form on the Settlement website at www.strategicclaims.net/Gritstone/. Read the instructions carefully, fill out the form, and sign it in the location indicated. The Claim Form may be completed by either: (1) completing and submitting it the electronic version of the Claim Form hosted at www.strategicclaims.net/Gritstone/ by 11:59 p.m. ET on November 13, 2026; or (2) submitting Claim Form together with all documentation requested in the form, postmarked no later than on November 13, 2026, to the Claims Administrator at:

Gritstone Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Fax: 610-565-7985
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

10. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself from the Settlement Class by the November 13, 2026 deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against Defendant and other Released Defendant’s Parties (as defined in the Stipulation) if the Settlement is approved. That means that upon the Effective Date of the Settlement, you and all other Released Plaintiff’s Parties (as defined in the Stipulation) shall be deemed to have fully and forever released the Released Plaintiff’s Claims (as defined in the Stipulation), including Unknown Claims (as defined in the Stipulation), as against the Released Defendant’s Parties and shall be forever barred from asserting, commencing, instituting, prosecuting, or maintaining in any court of law or equity, arbitration, or other forum any and all of the Released Plaintiff’s Claims against any and all of the Released Defendant’s Parties. This release shall apply regardless of whether you have executed a Claim Form, received notice, participated in the Settlement Fund, filed an objection, or had your Claim approved or allowed. All of the Court’s orders will apply to you and legally bind you. You will accept a share of the Net Settlement Fund as the sole compensation for any alleged losses you suffered in the purchase of publicly-traded Gritstone securities during the Settlement Class Period. This is a general description of what you are giving up by staying in the Settlement Class. The specific terms of the release are included in the Stipulation, which is available by visiting the Settlement website, www.strategicclaims.net/Gritstone/.

11. How do I exclude myself from the Settlement?

If you do not want a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendant and the other Released Defendant’s Parties on your own about the claims being released in this Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself, or “opting out,” from the Settlement Class. Defendant can terminate the Settlement if a certain amount of exclusion requests are received.

To exclude yourself from the Settlement, you must mail your written request for exclusion to the

address below. A request for exclusion must (i) state the name, address, email address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity “requests exclusion from the Settlement Class in *In re Gritstone bio, Inc. Securities Litigation*, Case No. 3:24-cv-03640-CRB”; (iii) state the number and type of Gritstone securities that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above or is otherwise accepted by the Court. No further opportunity to request exclusion will be given in this Action. You must mail your exclusion request, **to be received no later than November 13, 2026**, to the Claims Administrator at the following address:

Gritstone Securities Litigation, Attn: Exclusions
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail. If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the Judgment in this case.

12. If I do not exclude myself, can I sue the Defendant later?

No. Unless you exclude yourself by following the instructions above, you give up any rights to sue the Defendant and the other Released Defendant’s Parties for the claims being released in this Settlement. If you have a pending lawsuit against the Released Defendant’s Parties or related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is November 13, 2026.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you will not be a Settlement Class Member, and you may not send in a Claim Form to ask for any money from this Settlement.

14. Do I have a lawyer in this case?

The Court has appointed Pomerantz LLP as Lead Counsel to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Pomerantz LLP is provided above.

15. How will the lawyers be paid?

Plaintiff’s Counsel have expended considerable time litigating the Action on a contingent fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys’ fees or reimbursed for their expenses in advance of this Settlement. Plaintiff’s Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Plaintiff’s Counsel will not receive attorneys’ fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Plaintiff’s Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys’ fees in an amount not to exceed one-third of the Settlement Amount, or \$2,000,000, plus interest, and reimbursement of litigation expenses of no more than \$500,000, which would include a compensatory

award in the amount of \$5,000 to Lead Plaintiff. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

16. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member and you disagree with the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses (including reimbursement of the reasonable costs and expenses to Plaintiff directly related to his representation of the Settlement Class), you can write to the Court about why you disagree. The Court will consider your views.

If you wish to object, you must file your written objection, together with copies of all other papers and briefs supporting the objection, with the Court either electronically, in person at any location of the United States District Court for the Northern District of California, or by mail with the Clerk's Office at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102, **no later than November 13, 2026**. Any objection must (a) state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; (c) must include documents sufficient to prove membership in the Settlement Class, including the number and type of Gritstone securities that the objecting Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale and the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection. Only Settlement Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise. Any Settlement Class Member who does not make his, her or its objection in the manner and time provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement and/or to Lead Counsel's motion for attorneys' fees and expenses and application for an Award to Plaintiff, unless otherwise ordered by the Court.

Attendance at the Settlement Hearing is not necessary, but any Settlement Class Member who does not request exclusion from the Settlement Class may enter an appearance in the Action. A Settlement Class Member may enter an appearance at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by delivering a notice of appearance so that it is received by both Lead Counsel and Defendant's Counsel at the addresses set forth below, and filed with the Clerk of Court, **no later than November 13, 2026**, or as the Court may otherwise direct:

Lead Counsel Pomerantz LLP Jeremy A. Lieberman, Esq. 600 Third Avenue, 20th Floor New York, NY 10016 jalieberman@pomlaw.com	Defendant's Counsel Fenwick & West LLP Catherine Kevane, Esq. One Front Street, 33rd Floor San Francisco, CA 94111 ckevane@fenwick.com
---	--

Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at

the Settlement Hearing. Any Settlement Class Member who does not enter an appearance will be represented by Plaintiff's Counsel.

17. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a settlement hearing (the "Settlement Hearing") on December 4, 2026 at 10:00 a.m. PT, at the United States District Court, Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Courtroom 6, 17th Floor, San Francisco, California 94102. The Court may change the date or time of the Settlement Hearing, or hold the Settlement Hearing by telephone or videoconference, without further notices being sent to the Settlement Class. If the Court changes the date or time of the Settlement Hearing, the Claims Administrator will update the Settlement website, www.strategicclaims.net/Gritstone/, to reflect the new date or time of the hearing. Settlement Class Members should check the Settlement website, www.strategicclaims.net/Gritstone/, to confirm that the date has not been changed.

At this Settlement Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Plaintiff's Counsel for attorneys' fees and Litigation Expenses, including any award to Lead Plaintiff.

19. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend in person at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection by November 13, 2026, the Court will consider it.

20. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Defendant's Parties about the Released Claims (as defined in the Stipulation) ever again.

21. What happens if the proposed Settlement is approved?

If the proposed Settlement is approved, the Court will enter a Final Judgment, dismissing the Action with prejudice. In addition, upon the Effective Date, and by operation of the Judgment, all Released Claims shall have been fully, finally, and forever waived, released, discharged, and dismissed as against all Released Defendant's Parties and all Released Plaintiff's Parties, except with respect to enforcement of the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto.

22. Can I see the Court file? Whom should I contact if I have questions?

This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation, which is available at www.strategicclaims.net/Gritstone/; by contacting Lead Counsel at the address below; by accessing the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

Claims Administrator Gritstone Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 Email: info@strategicclaims.net	or	Lead Counsel Samantha Daniels, Esq. POMERANTZ LLP 600 Third Avenue, 20th Floor New York, New York 10016 Tel.: (212) 661-1100 Fax: (917) 463-1044 sdaniels@pomlaw.com
--	-----------	---

**DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- or industry-wide factors, or company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below.

A Recognized Loss will be calculated for each share of Gritstone common stock purchased or otherwise acquired during the Settlement Class Period (i.e., March 9, 2023 through April 2, 2024, inclusive).² The calculation of Recognized Loss will depend upon several factors, including when shares of Gritstone common stock were purchased or otherwise acquired during the Settlement Class Period, and for what price, and whether those shares were sold, and if sold, when they were sold.

The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund in an equitable and economically feasible manner.

The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that the price of Gritstone common stock was artificially inflated throughout the Settlement Class Period. The estimated alleged artificial inflation in the price of Gritstone common stock is set forth in Table 1 below and is based on certain misrepresentations alleged by Plaintiff and the price change in

² During the Settlement Class Period, Gritstone common stock traded on the Nasdaq Global Select Market ("NASDAQ") under the symbol "GRTS." Trading was suspended on NASDAQ on October 22, 2024, after which Gritstone common stock traded on the OTC Pink Market under the symbol "GRTSQ," until its delisting on April 7, 2025.

the stock following the public disclosures that allegedly corrected those misrepresentations, net of market- and industry-wide factors, and company-specific factors unrelated to the alleged fraud.

The U.S. federal securities laws allow investors to recover losses caused by disclosures which purportedly corrected the defendant's previous misleading statements or omissions. Thus, to have suffered compensable damages, Gritstone common stock purchased or otherwise acquired during the Settlement Class Period must have been held during a period of time in which the price declined due to the disclosure of information which allegedly corrected an alleged false and/or misleading statement or omission. Plaintiff has alleged that such price declines occurred on the following dates: March 1, 2024; and April 2, 2024 (the "Corrective Disclosure Dates"). Accordingly, if a share of Gritstone common stock was sold before March 1, 2024 (the earliest Corrective Disclosure Date) the Recognized Loss for that share is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, if a share of Gritstone common stock was purchased and sold between two consecutive Corrective Disclosure Dates, the Recognized Loss for that share is \$0.00.

Table 1		
Alleged Artificial Inflation in Gritstone Common Stock*		
From	To	Per-Share Price Inflation
March 9, 2023	February 29, 2024	\$1.94
March 1, 2024	April 1, 2024	\$1.02
April 2, 2024	Thereafter	\$0.00

* For each day during the Settlement Class Period, price inflation in the Gritstone common stock shall be limited to that day's closing price.

The "90-day look back" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Gritstone common stock purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the "90-Day Lookback Period") cannot exceed the difference between the purchase price paid for such stock and its average closing price during the 90-Day Lookback Period.³ The Recognized Loss on Gritstone common stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average closing price during the portion of the 90-Day Lookback Period elapsed as of the date of sale (the "90-Day Lookback Value").

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Gritstone common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Calculation of Recognized Loss Per Share of Gritstone Common Stock

For each share of Gritstone common stock purchased or otherwise acquired during the Settlement Class Period (i.e., March 9, 2023 through April 2, 2024, inclusive), the Recognized Loss per share shall be calculated as follows:

- I. For each share purchased or otherwise acquired during the period March 9, 2023 through April 1, 2024, inclusive:
 - a. that was subsequently sold prior to March 1, 2024, the Recognized Loss is \$0.00.

³ The 90-Day Lookback Period is April 2, 2024 through June 28, 2024, inclusive.

- b. that was subsequently sold during the period March 1, 2024 through April 1, 2024, inclusive, the Recognized Loss is the amount of price inflation on the date of purchase as set forth in Table 1 above *minus* the amount of price inflation on the date of sale as set forth in Table 1.
- c. that was subsequently sold during the period April 2, 2024 through June 28, 2024, inclusive (i.e., sold during the 90-Day Lookback Period), the Recognized Loss is *the lesser of*:
 - i. the amount of price inflation on the date of purchase as set forth in Table 1 above; or
 - ii. the purchase price *minus* the “90-Day Lookback Value” on the date of sale set forth in Table 2 below.
- d. that was held as of the close of trading on June 28, 2024, the Recognized Loss is *the lesser of*:
 - i. the amount of price inflation on the date of purchase as set forth in Table 1 above; or
 - ii. the purchase price *minus* the average closing price for Gritstone common stock during the 90-Day Lookback Period, which was \$0.82.

II. For each share purchased or otherwise acquired on or after April 2, 2024, the Recognized Loss is \$0.00.⁴

Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
4/2/2024	\$1.20	5/1/2024	\$0.87	5/31/2024	\$0.85
4/3/2024	\$1.20	5/2/2024	\$0.87	6/3/2024	\$0.85
4/4/2024	\$1.14	5/3/2024	\$0.88	6/4/2024	\$0.85
4/5/2024	\$1.10	5/6/2024	\$0.88	6/5/2024	\$0.85
4/8/2024	\$1.08	5/7/2024	\$0.88	6/6/2024	\$0.85
4/9/2024	\$1.06	5/8/2024	\$0.89	6/7/2024	\$0.84
4/10/2024	\$1.05	5/9/2024	\$0.89	6/10/2024	\$0.84
4/11/2024	\$1.03	5/10/2024	\$0.89	6/11/2024	\$0.84
4/12/2024	\$1.01	5/13/2024	\$0.88	6/12/2024	\$0.84
4/15/2024	\$0.98	5/14/2024	\$0.88	6/13/2024	\$0.84
4/16/2024	\$0.96	5/15/2024	\$0.88	6/14/2024	\$0.84
4/17/2024	\$0.95	5/16/2024	\$0.87	6/17/2024	\$0.84
4/18/2024	\$0.93	5/17/2024	\$0.87	6/18/2024	\$0.83
4/19/2024	\$0.92	5/20/2024	\$0.87	6/20/2024	\$0.83
4/22/2024	\$0.91	5/21/2024	\$0.87	6/21/2024	\$0.83
4/23/2024	\$0.89	5/22/2024	\$0.87	6/24/2024	\$0.83
4/24/2024	\$0.89	5/23/2024	\$0.86	6/25/2024	\$0.83
4/25/2024	\$0.88	5/24/2024	\$0.86	6/26/2024	\$0.83
4/26/2024	\$0.88	5/28/2024	\$0.86	6/27/2024	\$0.82
4/29/2024	\$0.88	5/29/2024	\$0.86	6/28/2024	\$0.82

⁴ On April 2, 2024, Gritstone issued approximately 8.3 million shares of common stock in an offering, which are not eligible for recovery in the Settlement.

4/30/2024	\$0.87	5/30/2024	\$0.86	N/A	N/A
-----------	--------	-----------	--------	-----	-----

INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible shares that participate in the Settlement, which is determined based on the number of Proof of Claim and Release forms submitted and accepted as valid, and when those shares were purchased and sold. The number of claimants who send in claims varies widely from case to case.

A purchase or sale of Gritstone common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

If a Settlement Class Member acquired Gritstone common stock during the Settlement Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that Gritstone shares were originally purchased prior to commencement of the Settlement Class Period, the Recognized Loss for such shares shall be deemed to be zero (\$0.00).

Notwithstanding any of the above, shares of Gritstone common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities are not eligible to participate in the Settlement. In addition, receipt of Gritstone common stock during the Settlement Class Period in exchange for securities of any corporation or entity other than Gritstone shall not be deemed a purchase or sale of Gritstone common stock and are not eligible to participate in the Settlement.

The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against Gritstone common stock held as of the close of trading on March 8, 2023 (the last day before the Settlement Class Period begins) and then against purchases of Gritstone common stock during the Settlement Class Period.

The date of covering a “short sale” shall be deemed to be the date of purchase of shares. The date of a “short sale” shall be deemed to be the date of sale of shares. However, the Recognized Loss on “short sales” is zero. In the event that a claimant has a short position in Gritstone common stock, the earliest subsequent Settlement Class Period purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

With respect to Gritstone common stock purchased or sold through the exercise of a publicly traded option or warrant, the purchase/sale date of the stock shall be the exercise date of the option or warrant and the purchase/sale price of the stock shall be the exercise price of the option or warrant. Any Recognized Loss arising from purchases of Gritstone common stock acquired during the Settlement Class Period through the exercise of a publicly traded option or warrant on Gritstone common stock shall be computed as provided for other purchases of Gritstone common stock in the Plan of Allocation.⁵ For the avoidance of doubt, publicly traded option contracts and warrants themselves are not eligible securities and are not entitled to recover under the Settlement.

Payment according to the Plan of Allocation or such other plan as may be approved by the Court will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the

⁵ The “exercise” of a publicly traded option as used in this sentence includes: (1) purchases of stock as the result of the exercise of a call option, and (2) purchases of stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

total Recognized Losses of all Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Settlement Class Members who do not submit an acceptable Proof of Claim and Release Form, with appropriate supporting documentation, will not share in the Settlement proceeds. The Settlement and the Final Order and Judgment dismissing this Action with prejudice will nevertheless bind Settlement Class Members who do not submit a request for exclusion and/or do not submit an acceptable Proof of Claim and Release Form.

Please contact the Claims Administrator if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim and Release Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Settlement Class Members and the claims-administration process, to decide the issue by submitting a written request.

Defendant, his respective counsel, and all other Released Defendant's Parties will have no responsibility or liability whatsoever for the processing of Proof of Claim and Release Forms, the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Proof of Claim and Release form or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith. Plaintiff and Lead Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement to Authorized Claimants; (b) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (c) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, every six (6) months until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance will then be donated to a 501(c)(3) non-profit organization serving the public interest designated by Lead Counsel that has no affiliation or financial relationship with Lead Counsel, Lead Plaintiff, Defendant, his affiliates, or Defendant's Counsel, and is approved by the Court.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased publicly-traded Gritstone securities during the period from March 9, 2023 through April 2, 2024, both dates inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, within seven (7) calendar days of receipt of the Claims Administrator's notification letter, you either (a) provide to the Claims Administrator the name, last known address, and email address (to the extent that email addresses are available) of each such beneficial owner/purchaser; (b) request a link to the electronic Notice and Claim Form from the Claims Administrator and, within seven (7) calendar days of receipt, email the link to all such beneficial owners/purchasers for whom valid email addresses are available; or (c) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within seven (7) calendar days of receipt, mail the Postcard Notice directly to the beneficial owners/purchasers. If you choose to follow either alternative procedure (b) or

(c), the Court has directed that, upon such mailing or emailing, you send a statement to the Claims Administrator confirming that the mailing or emailing was performed as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing, up to a maximum of \$0.02 plus postage at the current pre-sort rate unit by the Claims Administrator per Postcard Notice actually mailed; \$0.02 per link to the Notice and Claim Form transmitted by email; or \$0.03 per name, address, and email address provided to the Claims Administrator. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page 3 above.

DATED: AUGUST 5, 2026

BY ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA