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8  
9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 DINKO MIHAYLOV, JOHN  
HANCOCK, SHASHANK BAGUL,  
12 JOHN SPADARO, MUSTAPHA  
HOTAIT, and MARCO STARACE,  
13 individually and on behalf of all others  
similarly situated,

14 Plaintiffs,

15 v.

16 TATTOOED CHEF, INC., SALVATORE  
GALLETTI, STEPHANIE  
17 DIECKMANN, and SARAH GALLETTI,  
18 Defendants.

CASE NO. 2:22-cv-09311-GW-E

**NOTICE OF PENDENCY OF  
CLASS ACTION, PROPOSED  
SETTLEMENT, AND MOTION  
FOR ATTORNEYS' FEES AND  
EXPENSES**

EXHIBIT A-2

1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR**  
2 **OTHERWISE ACQUIRED TATTOOED CHEF INC. (“TATTOOED CHEF” OR**  
3 **THE “COMPANY”) COMMON STOCK BETWEEN DECEMBER 15, 2020**  
4 **THROUGH NOVEMBER 28, 2022, INCLUSIVE, AND WERE DAMAGED**  
5 **THEREBY.**

6 **EXCLUDED FROM THE SETTLEMENT CLASS ARE DEFENDANTS,**  
7 **MEMBERS OF FAMILIES OF DEFENDANTS AND THEIR LEGAL**  
8 **REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AND ANY**  
9 **ENTITY IN WHICH DEFENDANTS HAVE OR HAD A CONTROLLING**  
10 **INTEREST.<sup>1</sup>**

11 **PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ELIGIBLE TO**  
12 **PARTICIPATE IN THE SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED**  
13 **BY LEGAL PROCEEDINGS IN THIS LITIGATION. IF YOU ARE A MEMBER**  
14 **OF THE SETTLEMENT CLASS DESCRIBED HEREIN, YOU MAY BE**  
15 **ENTITLED TO RECEIVE A PAYMENT PURSUANT TO THE PROPOSED**  
16 **SETTLEMENT OF THIS ACTION DESCRIBED BELOW. TO CLAIM YOUR**  
17 **SHARE OF THE SETTLEMENT FUND, YOU MUST SUBMIT A VALID**  
18 **PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”)**  
19 **POSTMARKED ON OR BEFORE \_\_\_\_\_, 2026.**

20 **THIS NOTICE WAS AUTHORIZED BY THE COURT IDENTIFIED BELOW.**  
21 **IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE**  
22 **CAREFULLY AND IN ITS ENTIRETY.**

23 **THE SETTLEMENT DESCRIBED IN THIS NOTICE WILL NOT BECOME**  
24 **EFFECTIVE UNTIL THE SETTLEMENT HAS RECEIVED FINAL**  
25 **APPROVAL FROM THE COURT, AND THE SETTLEMENT HAS BECOME**  
26 **FINAL.**

27 **WHY SHOULD I READ THIS NOTICE?**

28 This Notice is given pursuant to an order issued by the United States District Court for the Central District of California (the “Court”). This Notice serves to inform you of the proposed settlement of a class action lawsuit (the “Settlement”) and the hearing (the “Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated April 3,, 2026 (the “Stipulation”). The Stipulation is by and between: (i) John Hancock, Shashank Bagul, John Spadaro, Mustapha Hotait, and Marco Starace, on behalf of themselves and each member of the Settlement Class (“Lead Plaintiffs” or “Plaintiffs”); and (ii) Defendants Salvatore Galletti, Stephanie Dieckmann, and Sarah

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<sup>1</sup>“Controlling interest” is defined as having a majority ownership interest or ownership of the majority of voting stock of the entity.

1 Galletti (collectively, the “Defendants”), by and through their respective counsel of  
2 record in the case (the “Action”). Upon and subject to the terms and conditions hereof,  
3 Lead Plaintiffs on behalf of themselves and the Settlement Class on the one hand, and  
4 each of the Defendants, on the other hand (collectively, “Parties”), intend this Settlement  
5 to be a final and complete resolution of all disputes between the Parties with respect to  
6 the Action. This Notice is not an expression of any opinion by the Court as to the merits  
7 of the claims or defenses asserted in the lawsuit.

8 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

9 The Settlement, if approved, will result in the creation of a cash settlement fund  
10 of \$4,750,000.00 (the “Settlement Amount”). The Settlement Amount, plus accrued  
11 interest (the “Settlement Fund”) and minus the costs of notice and all costs associated  
12 with the administration of the Settlement, as well as attorneys’ fees and expenses, as  
13 approved by the Court (the “Net Settlement Fund”), will be distributed to Settlement  
14 Class Members pursuant to the Plan of Allocation that is described in the next section  
15 of this Notice.

16 Pursuant to the Plan of Allocation (*see* below), if all affected Tattooed Chef  
17 damaged shares for the claims in the Action elect to participate in the Settlement, the  
18 average recovery per share could be \$0.11, before deduction of any fees, expenses, costs,  
19 and awards described herein. A Settlement Class Member’s actual recovery will be a  
20 proportion of the Net Settlement Fund determined by that claimant’s recognized claim  
21 as compared to the total recognized claims submitted. An individual Settlement Class  
22 Member may receive more or less than this average amount depending on the number  
23 of claims submitted, when a Settlement Class Member purchased or acquired Tattooed  
24 Chef common stock, the purchase price paid, and whether those shares were held at the  
25 end of the Settlement Class Period or sold during the Settlement Class Period, and, if  
26 sold, when they were sold and the amount received. *See* Plan of Allocation below for  
27 more information on your recognized claim.

28 ***The Settlement described in this Notice will not become effective until the***

1 *Settlement also has received final approval from the Court, and has become Final.*

2  
3 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

4 **SUBMIT A PROOF OF**  
5 **CLAIM POSTMARKED OR**  
6 **SUBMITTED ONLINE BY**  
7 \_\_\_\_\_, 2026

This is the only way to be eligible to get a payment from the Settlement. If you wish to participate in the Settlement, you will need to complete and submit the enclosed Proof of Claim. Settlement Class Members who do not complete and submit the Proof of Claim in accordance with the instructions on the Proof of Claim and do not submit it within the time required will be bound by the Settlement but will not participate in any distribution of the Net Settlement Fund.

11 **EXCLUDE YOURSELF**  
12 **FROM THE SETTLEMENT**  
13 **CLASS BY MAILING A**  
14 **WRITTEN REQUEST FOR**  
15 **EXCLUSION SO THAT IT IS**  
16 **POSTMARKED NO LATER**  
17 **THAN \_\_\_\_\_, 2026**

You will not be bound by the results of this lawsuit, and you will not receive any payment. This is the **only** option that allows you to ever be part of any other lawsuit against the Released Defendant Parties about the legal claims related to the issues raised in this Action.

16 **OBJECT TO THE**  
17 **SETTLEMENT BY MAILING**  
18 **A WRITTEN OBJECTION SO**  
19 **THAT IT IS POSTMARKED**  
20 **NO LATER THAN \_\_\_\_\_,**  
21 **2026**

If you believe the Settlement is objectionable in any respect, you may mail your objection to the Claims Administrator explaining why you oppose the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a member of the Settlement Class.

21 **ATTEND THE FINAL**  
22 **APPROVAL HEARING ON**  
23 **\_\_\_\_\_, 2026, AT 9:00 A.M.,**  
24 **AND MAIL A NOTICE OF**  
25 **INTENTION TO APPEAR SO**  
26 **THAT IT IS POSTMARKED**  
27 **NO LATER THAN \_\_\_\_\_,**  
28 **2026**

The hearing on whether to approve the Settlement is scheduled for \_\_\_\_\_, 2026, at 9:00 a.m. (the "Final Approval Hearing") and is open to the public. You do not need to attend the hearing unless you wish to speak either in support of the Settlement or in support of any objection you may have submitted, and have mailed a Notice of Intention to Appear so that it is postmarked no later than \_\_\_\_\_, 2026. The Court may postpone the Final Approval Hearing without prior notice or decide to hold the hearing by telephone or videoconference.

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**DO NOTHING**

If you are a Settlement Class Member and do not submit a Proof of Claim postmarked or submitted online by \_\_\_\_\_, 2026, you will not be eligible to receive any payment from the Settlement Fund. You will, however, be bound by the Settlement, unless you have requested exclusion from the Settlement Class.

7  
8  
**POTENTIAL OUTCOME OF THE CASE**

Continuing the case could result in a loss at the pleadings stage, class certification, summary judgment, trial or on appeal. The two sides vigorously disagree on both liability and the amount of money that could be won if Plaintiffs were to prevail at trial. Plaintiffs and Defendants disagree, among other things, about: (1) whether any statement was false or misleading; (2) whether any alleged omitted fact was material; (3) whether there was any wrongdoing on the part of Defendants; (4) the method for determining whether Tattooed Chef's stock price was artificially inflated; (5) the amount of any such alleged inflation; (6) the amount of damages per share, if any, Plaintiffs would be able to prove at trial; (7) the methodology used to determine any such damages; (8) whether there were any mitigating circumstances which would reduce any or all of the damages alleged by Plaintiffs; (9) what class of purchasers would be able to establish standing to recover under the Action; and (10) whether the Action could at all proceed in this Court or should be dismissed.

21  
22  
**REASONS FOR SETTLEMENT**

The Court has not reached any final decisions in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of David Murphy of Phillips ADR, a highly experienced mediator of complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay and uncertainty of further litigation.

28  
As in any litigation, Plaintiffs and the Settlement Class would face an uncertain

1 outcome if they did not agree to the Settlement, and would have to overcome a variety  
2 of significant defenses anticipated to be interposed by Defendants. The Parties expected  
3 that the case could continue for a lengthy period of time and that if Plaintiffs succeeded,  
4 Defendants would file appeals that would postpone final resolution of the case.  
5 Continuation of the case against Defendants could result in a judgment greater than this  
6 Settlement. Conversely, continuing the case could result in no recovery for Plaintiffs at  
7 all or a recovery that is less than the amount of the Settlement.

8 Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable  
9 to the members of the Settlement Class. They have reached this conclusion for several  
10 reasons. Specifically, if the Settlement is approved, the Settlement Class will receive a  
11 significant monetary recovery. Additionally, Plaintiffs' Counsel believe that the  
12 significant and immediate benefits of the Settlement, when weighed against the  
13 significant risk, delay and uncertainty of continued litigation, are a very good result for  
14 the Settlement Class.

#### 15 **ATTORNEYS' FEES AND COSTS SOUGHT**

16 Plaintiffs' Counsel will file a motion for an award of attorneys' fees and expenses  
17 that will be considered at the Final Approval Hearing. Plaintiffs' Counsel will apply for  
18 an award of attorneys' fees in the amount of 28% of the Settlement Amount, plus  
19 payment of expenses incurred in connection with the Action in an amount not to exceed  
20 \$450,000. Such sums as may be approved by the Court will be paid from the Settlement  
21 Fund. Settlement Class Members are not personally liable for any such fees or expenses.

22 The attorneys' fees and expenses requested will be the only payment to Plaintiffs'  
23 Counsel for their efforts in achieving this Settlement and for their risk in undertaking  
24 this representation on a wholly contingent basis. Plaintiffs' Counsel have committed  
25 significant time and expenses in litigating this case for the benefit of the Settlement  
26 Class. To date, Plaintiffs' Counsel have not been paid for their services in conducting  
27 the Action on behalf of the Plaintiffs and the Settlement Class, or for their expenses.  
28 The Court will decide what constitutes a reasonable fee award and may award less than

1 the amount requested by Plaintiffs’ Counsel. The requested fees and expenses, if  
2 approved, would represent, on average, no more than \$0.04 per share in the aggregate.  
3 In addition, Plaintiffs’ Counsel intend to apply to the Court on behalf of Plaintiffs for an  
4 award pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the  
5 Settlement Class. Plaintiffs’ Counsel will seek no more than \$5,000 each for Plaintiffs.

## 6 **HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?**

7 The proposed Settlement affects the rights of the members of the Settlement Class.  
8 The Settlement Class consists of:

9 All persons or entities who purchased or otherwise acquired shares of  
10 Tattooed Chef’s common stock publicly traded on NASDAQ during the  
11 Settlement Class Period,<sup>2</sup> and were allegedly damaged thereby. Excluded  
12 from the Settlement Class are (i) Defendants and their families; (ii) the  
13 officers and directors of the Company, at all relevant times; (iii) members  
14 of the immediate families of the individuals identified in “(i)” and “(ii)”  
15 and their legal representatives, heirs, successors or assigns; and (iv) any  
16 entity in which Defendants have or had a controlling interest. Also  
excluded from the Settlement Class are those entities and individuals who  
timely and validly exclude themselves in accordance with the requirements  
set by the Court.

17 *The sending of this Notice should not be construed as any indication of the*  
18 *Court’s view as to the merits of any claims or defenses asserted by any party to this*  
19 *Action.*

## 20 **THE LITIGATION**

### 21 **Summary of the Litigation**

22 On December 23, 2022, a putative securities class action complaint, captioned  
23 *Mihaylov v. Tattooed Chef, Inc., et al.*, Case No. 2:22-cv-09311-GW-E was filed in the  
24 Court alleging violations of the federal securities laws against Tattooed Chef, Inc.  
25 (“Tattooed Chef” or the “Company”), Salvatore Galletti, and Stephanie Dieckmann.

26 On February 21, 2023, motions to appoint a lead plaintiff and to approve lead

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28 <sup>2</sup> “Settlement Class Period” means the period from December 15, 2020 through  
November 28, 2022, inclusive.

1 plaintiff's selection of counsel were filed.

2 On March 23, 2023, the Court appointed John Hancock, Shashank Bagul, John  
3 Spadaro, Mustapha Hotait, and Marco Starace as Lead Plaintiffs and Bottini & Bottini,  
4 Inc. ("Bottini") as Lead Counsel pursuant to the Private Securities Litigation Reform  
5 Act of 1995 (the "PSLRA").

6 On June 5, 2023, Lead Plaintiffs filed the First Amended Class Action Complaint  
7 for Violations of the Federal Securities Laws (the "FAC"), alleging violations of  
8 Sections 10(b) and 20(a) of the Securities and Exchange Act of 1934 (the "Exchange  
9 Act"), and adding Charles Cargile, Edward Gelfand, Paula Ciaramitaro, Marie Quintero-  
10 Johnson, Sarah Galletti, and BDO USA, LLP ("BDO") as defendants. ECF No. 64.  
11 Among other things, the FAC alleged that defendants made false and misleading  
12 statements about Tattooed Chef's revenue growth and projections, internal controls, and  
13 line of credit, and that the Company's stock price declined when the alleged truth about  
14 the Company's business was allegedly revealed to the market.

15 On July 3, 2023, Tattooed Chef filed a Notice of Automatic Stay and Suggestion  
16 of Bankruptcy advising the Court and parties that Tattooed Chef had filed a voluntary  
17 petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§  
18 101 et seq. in the United States Bankruptcy Court for the Central District of California  
19 (the "Bankruptcy Action").

20 On July 6, 2023, the Court issued an order staying the Action until the Bankruptcy  
21 Action is completed or the stay is lifted by the bankruptcy court. On May 9, 2024, the  
22 bankruptcy court entered its order confirming the Debtors' First Amended Joint Chapter  
23 11 Liquidating Plan (As Modified), dated February 21, 2024. On July 15, 2024, the  
24 Court lifted the stay of the Action as to all defendants except Tattooed Chef.

25 On September 10, 2024, defendants filed a motion to dismiss the FAC. Lead  
26 Plaintiffs filed their opposition to the motion to dismiss on October 25, 2024, and  
27 defendants filed their reply on November 25, 2024. On December 11, 2024, the Court  
28 granted defendants' motion to dismiss the FAC with leave to amend. On February 3,

1 2025, Lead Plaintiffs filed the Second Amended Class Action Complaint for Violations  
2 of the Federal Securities Laws (the “SAC” or the “Complaint”). The SAC challenged  
3 the same alleged misstatements challenged in the FAC and asserted claims under  
4 Sections 10(b) and 20(a) of the Exchange Act. On March 3, 2025, defendants filed a  
5 motion to dismiss the SAC. ECF No. 129. Lead Plaintiffs filed their opposition to the  
6 motion to dismiss on April 14, 2025, and defendants filed their reply on May 12, 2025.

7 On June 9, 2025, the Court granted defendants’ motion to dismiss the SAC. The  
8 Court dismissed defendants BDO, Cargile, Ciaramitaro, Gelfand, and Quintero-Johnson  
9 with prejudice, but granted Lead Plaintiffs leave to amend as to defendants Salvatore  
10 Galletti, Dieckmann, and Sarah Galletti. After the Court’s order dismissing the SAC, the  
11 Parties began exploring the possibility of reaching a negotiated resolution of the Action.  
12 The Parties agreed to participate in a formal mediation and retained David M. Murphy  
13 of Phillips ADR to serve as mediator (the “Mediator”). On December 8, 2025, the  
14 Parties participated in a full-day mediation session before the Mediator. The Parties did  
15 not reach an agreement to settle the Action by the conclusion of the full-day mediation  
16 session, however, the Parties continued negotiations with the assistance of the Mediator.

17 On December 24, 2025, the Mediator issued a mediator’s recommendation, which  
18 the Parties accepted on January 5, 2026. On January 6, 2026, the Parties filed a Joint  
19 Notice of Settlement and Stipulation Adjourning Deadline for Plaintiffs to File Third  
20 Amended Complaint informing the Court that the parties had reached an agreement in  
21 principle to fully and finally resolve the above-captioned litigation, which was granted  
22 by the Court on January 7, 2026. The Parties memorialized their agreement to settle the  
23 Action in a Stipulation of Settlement, which reflects the final and binding agreement to  
24 settle the Action between the Parties.

25 Defendants have denied and continue to deny any wrongdoing or that they have  
26 committed any act or omission giving rise to any liability or violation of law, including  
27 the U.S. securities laws. Defendants have denied and continue to deny each and every  
28 one of the claims alleged by Lead Plaintiffs in the Action on behalf of the Class,

1 including all claims alleged in the Second Amended Class Action Complaint for  
2 Violations of the Federal Securities Laws. Defendants deny that they made any material  
3 misstatements or omissions, deny that the Settlement Class suffered any damages, and  
4 deny that the Settlement Class was harmed by any conduct alleged in the Action.  
5 Defendants continue to believe that the claims asserted in the Action are without merit,  
6 and Defendants are entering into this Settlement solely to eliminate the burden, expense,  
7 and uncertainty of further litigation.

8 Plaintiffs' Counsel believe that the Settlement set forth in the Stipulation confers  
9 a meaningful benefit upon the Settlement Class. Plaintiffs' Counsel have determined  
10 that the Settlement is in the best interests of the Settlement Class.

### 11 **The Release**

12 Unless you exclude yourself, you will remain a member of the Settlement Class,  
13 and that means that you cannot sue, continue to sue, or be part of any other lawsuit  
14 against the Defendants about the same issues in the Action or about issues that could  
15 have been asserted in the Action. It also means that all of the Court's orders will apply  
16 to you and legally bind you and you will release your Released Plaintiffs' Claims in this  
17 case against Defendants and the other Released Defendant Parties. "Released Plaintiffs'  
18 Claims" means any and all claims and causes of action of every nature and description,  
19 whether known claims or Unknown Claims (as defined in the Stipulation), contingent  
20 or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued,  
21 concealed or hidden, regardless of legal or equitable theory and whether arising under  
22 federal, state, common or foreign law, or any other law, that Lead Plaintiffs or any other  
23 member of the Settlement Class: (i) asserted in the Action, or (ii) could have asserted in  
24 any forum that arise out of, or relate to, or are based upon the allegations, transactions,  
25 facts, matters or occurrences, representations or omissions involved, set forth, or referred  
26 to in the Complaint, and that in any way arise out of, relate to, or are based upon, directly  
27 or indirectly, the purchase, acquisition, ownership, disposition, holding, transfer, or sale  
28 of Tattooed Chef's common stock during the Settlement Class Period. Notwithstanding

1 the foregoing, Released Plaintiffs' Claims shall not include: (i) claims to enforce the  
2 Settlement; (ii) claims currently being pursued for alleged damage to Tattooed Chef  
3 against the individual defendants by Peter Hurwitz, Liquidating Trustee of the Ittella  
4 Liquidating Trust in Case No. 2:25-cv-09050-GW; or (iii) any claims by Defendants for  
5 insurance coverage.

6 "Released Defendant Parties" means: Defendants, and previously named  
7 defendants, and each and all of their Related Parties and Defendants' Counsel. "Related  
8 Parties" means each of a Defendant's, and previously named defendants', respective  
9 past, present, or future direct or indirect parents, subsidiaries, divisions, branches,  
10 associates, entities, affiliates or joint ventures, as well as each of their respective past or  
11 present directors, officers, employees, managers, managing directors, supervisors,  
12 contractors, consultants, servants, general partners, limited partners, partnerships,  
13 members, principals, trusts, trustees, advisors, auditors, accountants, agents,  
14 underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys,  
15 fiduciaries, financial or investment advisors or consultants, banks or investment bankers,  
16 personal or legal representatives, counsel, agents, predecessors, predecessors-in-interest,  
17 successors, assigns, spouses, heirs, executors, administrators, legal or personal  
18 representatives of each of them in their capacities as such, related or affiliated entities,  
19 anyone acting or purporting to act for or on behalf of any of them or their successors,  
20 heirs or assigns, any other entities in which a Defendant has or had a controlling interest,  
21 any Immediate Family Member of any Defendant, any trust of which any Defendant is  
22 the settlor or which is for the benefit of any Defendant and/or member(s) of his or her  
23 family, and the legal representatives, heirs, successors in interest or assigns of  
24 Defendants. "Defendants' Counsel" means the law firm of Gibson, Dunn & Crutcher  
25 LLP. "Unknown Claims" means any and all Released Plaintiffs' Claims that Lead  
26 Plaintiffs, or any other Settlement Class Member, do not know or suspect to exist in his,  
27 her, or its favor at the time of the release of the Released Defendant Parties, and any and  
28 all Released Defendants' Claims that any Defendant does not know or suspect to exist

1 in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which  
2 if known by him, her, or it might have affected his, her, or its decision(s) with respect to  
3 the Settlement, including, in the case of any Settlement Class Member, the decision to  
4 object to the terms of the Settlement or to seek to be excluded from the Class. With  
5 respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, the  
6 Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants  
7 shall expressly, and each Settlement Class Member, shall be deemed to have, and by  
8 operation of the Judgment or Alternative Judgment shall have, to the fullest extent  
9 permitted by law, expressly waived and relinquished any and all provisions, rights, and  
10 benefits conferred by any law of any state or territory of the United States, or principle  
11 of common law, including, or which is similar, comparable, or equivalent to, Cal. Civ.  
12 Code § 1542, which provides:

13 **A general release does not extend to claims that the**  
14 **creditor or releasing party does not know or suspect to**  
15 **exist in his or her favor at the time of executing the release**  
16 **and that, if known by him or her, would have materially**  
17 **affected his or her settlement with the debtor or released**  
18 **party.**

19 Lead Plaintiffs, other Settlement Class Members, or the Defendants, may  
20 hereafter discover facts, legal theories, or authorities in addition to, contrary to, or  
21 different from those which any of them now knows or believes to be true with respect to  
22 the subject matter of the Released Plaintiffs' Claims and Released Defendants' Claims,  
23 but Lead Plaintiffs and Defendants expressly, fully, finally, and forever waive,  
24 compromise, settle, discharge, extinguish, and release, and each Settlement Class  
25 Member shall be deemed to have waived, compromised, settled, discharged,  
26 extinguished, and released, and upon the Effective Date and by operation of the  
27 Judgment or Alternative Judgment shall have waived, compromised, settled, discharged,  
28 extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs'  
Claims and Released Defendants' Claims, as applicable, known or unknown, suspected

1 or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent,  
2 which now exist, or heretofore existed, or may hereafter exist, without regard to the  
3 subsequent discovery or existence of such different, contrary, or additional facts, legal  
4 theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and all other  
5 Settlement Class Members, by operation of law shall be deemed to have acknowledged,  
6 that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims  
7 and Released Defendants’ Claims was separately bargained for and was a material  
8 element of the Settlement.

9 **The Parties acknowledge, and each of the Settlement Class Members shall be**  
10 **deemed by operation of law to have acknowledged, that the foregoing waiver was**  
11 **separately bargained for and a key element of the Settlement.**

12 THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE  
13 TO PLAINTIFFS OR TO THE SETTLEMENT CLASS. THIS NOTICE IS NOT  
14 INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH  
15 RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE ACTION OR THE  
16 MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS  
17 SOLELY TO ADVISE YOU OF THE PENDENCY OF THE ACTION AND  
18 PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION  
19 WITH THAT SETTLEMENT. **THE PROPOSED PLAN OF ALLOCATION**

20 Your share of the Net Settlement Fund will depend on the number of valid Proofs  
21 of Claim that Settlement Class Members send in and how many shares of Tattooed Chef  
22 common stock you purchased or otherwise acquired during the relevant period and when  
23 you bought and sold them.

24 The \$4,750,000.00 Settlement Amount and any interest earned thereon shall be  
25 the Settlement Fund. The Settlement Fund less taxes, tax expenses, notice and claims  
26 administration expenses, approved attorneys’ fees and expenses as well as any awards  
27 to the Plaintiffs (the “Net Settlement Fund”) shall be distributed to members of the  
28 Settlement Class who submit valid Proofs of Claim (“Authorized Claimants”).

1 The Claims Administrator shall determine each Authorized Claimant's *pro rata*  
2 share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized  
3 Loss." The Recognized Loss formula is not intended to be an estimate of the amount of  
4 what a Settlement Class Member lost or might have been able to recover after a trial;  
5 nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to  
6 the Settlement. The Recognized Loss formula is simply the basis upon which the Net  
7 Settlement Fund will be proportionately allocated to Authorized Claimants.

8 A claim will be calculated as follows:

- 9
- 10 1. For shares of TTCF common stock **purchased or acquired from December 15,**  
11 **2020 through October 12, 2022,** and
    - 12 a. sold prior to October 13, 2022, the claim per TTCF share is \$0;
    - 13 b. sold from October 13, 2022 through November 28, 2022, the claim per TTCF  
14 share is the lesser of:
      - 15 i. the difference between \$4.49 per TTCF share<sup>3</sup> minus the sales price per  
16 TTCF share, or
      - 17 ii. the difference between the purchase price per TTCF share minus the sales  
18 price per TTCF share;
    - 19 c. sold from November 29, 2022 through February 24, 2023<sup>4</sup>, the claim per TTCF  
20 share is the lesser of:  
21  
22  
23  
24

25 \_\_\_\_\_  
26 <sup>3</sup> The \$4.49 per TTCF share represents TTCF's closing price on October 12, 2022.

27 <sup>4</sup> The November 29, 2022 through February 24, 2023 time period represents the 90-day  
28 period following the end of the Class Period.

- 1 i. \$3.05 per TTCF share<sup>5</sup>, or
- 2
- 3 ii. the difference between the purchase price per TTCF share minus the average
- 4 closing price per TTCF share from November 29, 2022, through the date of
- 5 sale (as set forth in Table A);
- 6 d. retained at the end of February 24, 2023, the claim per TTCF share is the lesser
- 7 of:
- 8 i. \$3.05 per TTCF share, or
- 9
- 10 ii. the difference between the purchase price per TTCF share minus \$1.37 per
- 11 TTCF share<sup>6</sup>.
- 12 2. For shares of TTCF common stock **purchased or acquired from October 13, 2022,**
- 13 **through November 28, 2022**, and
- 14
- 15 a. sold from October 13, 2022 through November 28, 2022, the claim per TTCF
- 16 share is the difference between the purchase price per TTCF share (not to exceed
- 17 \$4.49 per TTCF share) minus the sales price per TTCF share;
- 18 b. sold from November 29, 2022 through February 24, 2023, the claim per TTCF
- 19 share is the lesser of:
- 20 i. \$3.05 per TTCF share, or
- 21
- 22 ii. the difference between the purchase price per TTCF share minus the average
- 23 closing price per TTCF share from November 29, 2022, through the date of
- 24 sale (as set forth in Table 1);

25 <sup>5</sup> The \$3.05 per TTCF share represents TTCF's price decline from its October 12, 2022

26 closing price of \$4.49 per TTCF share, to its November 29, 2022 closing price of \$1.44

27 per TTCF share.

28 <sup>6</sup> The \$1.37 per TTCF share represents the average closing price per TTCF share from

November 29, 2022, through February 24, 2023.

1 c. retained at the end of February 24, 2023, the claim per TTCF share is the  
2 difference between the purchase price per TTCF share minus \$1.37 per TTCF  
3 share.

4  
5 **General Provisions:**

6 1. The date of a purchase or sale of Tattooed Chef common stock is the “trade”  
7 date, and not the “settlement” date.

8 2. Any transaction for Tattooed Chef common stock executed outside of  
9 regular trading hours for the U.S. financial markets shall be deemed to have occurred  
10 during the next regular trading session.

11 3. The first-in, first-out basis (“FIFO”) will be applied to purchases,  
12 acquisitions and sales. Settlement Class Period sales or acquisitions will be matched  
13 first against any holdings at the beginning of the Settlement Class Period, and then  
14 against purchases or acquisitions in chronological order, beginning with the earliest  
15 purchase or acquisition made during the Settlement Class Period. The total of all profits  
16 shall be subtracted from the total of all losses from transactions to determine if a  
17 Settlement Class Member has a recognized claim.

18 4. In the calculations for Recognized Loss, all purchases or acquisitions and  
19 sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount  
20 is calculated to be a negative number, that Recognized Loss shall be set to zero.

21 5. Only if a Settlement Class Member had a net market loss after all profits  
22 from transactions in Tattooed Chef common stock during the Settlement Class Period  
23 are subtracted from all losses, will such Settlement Class Member be eligible to receive  
24 a distribution from the Net Settlement Fund. If the Settlement Class Member has an  
25 overall market loss, the value of the Settlement Class Member’s recognized claim shall  
26 be the *lesser* of: (a) the overall market loss; and (b) the overall Recognized Loss. Shares  
27 held as of the beginning of the Settlement Class Period will be excluded for purposes of  
28 calculating a market gain or loss.



1 To be eligible to receive a cash distribution from the Settlement Fund, you must  
2 timely complete, sign and submit a Proof of Claim and Release Form (“Proof of Claim”).  
3 A Proof of Claim may be downloaded at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). Read the  
4 instructions carefully, fill out the Proof of Claim, include all the documents the form  
5 asks for, sign it, and mail or submit it online so that it is postmarked (if mailed) or  
6 received (if filed electronically) no later than \_\_\_\_\_, 2026. The claim form may be  
7 submitted online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). If you do not submit a valid Proof  
8 of Claim form with all of the required information, you will not receive a payment from  
9 the Net Settlement Fund; however, unless you expressly exclude yourself from the  
10 Settlement Class as described above, you will still be bound in all other respects by the  
11 Settlement, the Judgment, and the release contained in the Stipulation.

12 Members of the Settlement Class who do not exclude themselves from the  
13 Settlement Class and who fail to submit a valid and timely Proof of Claim will  
14 nevertheless be bound by the Settlement if finally approved, and all orders and the  
15 judgment entered by the Court in connection therewith. The Release will become  
16 effective on the Effective Date of the Settlement.

17 Each person or entity submitting a Proof of Claim thereby submits to the  
18 jurisdiction of the Court for purposes of the Action, the Settlement and any proceedings  
19 relating to such Proof of Claim, and agrees that such a filed Proof of Claim will be  
20 subject to review and further inquiry as to such person’s or entity’s status as a member  
21 of the Settlement Class and the allowable amount of the claim.

## 22 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

23 The Stipulation may be terminated under several circumstances outlined in it. If  
24 the Stipulation is terminated, the Action will proceed as if the Stipulation had not been  
25 entered into.

## 26 **WHO REPRESENTS THE SETTLEMENT CLASS?**

27 The law firm of Bottini & Bottini, Inc., represents Plaintiffs in the Action. These  
28 lawyers are called Plaintiffs’ Counsel. These lawyers will apply to the Court for

1 payment of attorneys' fees and expenses from the Settlement Fund; you will not be  
2 otherwise charged for their work. If you want to be represented by your own lawyer,  
3 you may hire one at your own expense.

4 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

5 **IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOU MAY**  
6 **BE ELIGIBLE TO SHARE IN THE BENEFITS OF THIS SETTLEMENT AND**  
7 **WILL BE BOUND BY ITS TERMS UNLESS YOU EXCLUDE YOURSELF**  
8 **FROM THE SETTLEMENT CLASS.**

9 If you want to keep the right to sue or continue to sue Defendants on your own  
10 about the legal issues in the Action, then you must take steps to get out of the Settlement  
11 Class. This is called excluding yourself from, or "opting out" of, the Settlement Class.  
12 If you are requesting exclusion because you want to bring your own lawsuit based on  
13 the matters alleged in this Action, you may want to consult an attorney and discuss  
14 whether any individual claim that you may wish to pursue would be time-barred by the  
15 applicable statutes of limitation or repose.

16 To exclude yourself from the Settlement Class, you must send a letter by mail  
17 saying that you want to be excluded from the Settlement Class. Be sure to include your  
18 name, address, telephone number, and sign the letter. You must also include the number  
19 of shares of Tattooed Chef common stock you purchased or acquired that are subject to  
20 the Action, including the number of shares of Tattooed Chef common stock that you  
21 purchased/acquired and/or sold during the Settlement Class Period, as well as the dates,  
22 number of shares, and prices of each such purchase/acquisition and sale. Your exclusion  
23 request must be *postmarked no later than* \_\_\_\_\_, **2026** and sent to the Claims  
24 Administrator at:

25 *Tattooed Chef Securities Litigation*  
26 Claims Administrator  
27 c/o Epiq  
28 PO Box 2299

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

**CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND EXPENSES, AND/OR THE PLAN OF ALLOCATION?**

Yes. If you are a Settlement Class Member, you may object to the terms of the Settlement. Any objection, filings, and other submissions by the objecting Settlement Class Member must: (a) state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) state with specificity the grounds for the Settlement Class Member's objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (c) include documents sufficient to prove membership in the Settlement Class, including the number of shares of Tattooed Chef common stock that the objecting Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. The objecting Settlement Class Member shall provide documentation establishing membership in the Settlement Class through copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees and expenses, and/or the Plan of Allocation. An objection may be submitted by mailing, postmarked no later than \_\_\_\_\_, 2026, a

1 written statement, accompanied by proof of Settlement Class membership to:

2 *Tattooed Chef Securities Litigation*

3 Claims Administrator

4 c/o Epiq

5 PO Box 2299

6 Portland, OR 97208-2299

7 Attendance at the Final Approval Hearing is not necessary; however, if you wish  
8 to be heard orally at the Final Approval Hearing please indicate in your written objection  
9 your intention to appear at the hearing.

10 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND  
11 EXCLUDING MYSELF FROM THE SETTLEMENT?**

12 Objecting is telling the Court that you do not like something about the proposed  
13 Settlement, the Plan of Allocation, or Plaintiffs' Counsel's request for an award of  
14 attorneys' fees and expenses. You can object *only* if you stay in the Settlement Class.  
15 Excluding yourself is telling the Court that you do not want to be part of the Settlement  
16 Class. If you exclude yourself, you have no basis to object because the Settlement no  
17 longer applies to you.

18 **THE FINAL APPROVAL HEARING**

19 The Court will hold a Final Approval Hearing on \_\_\_\_\_, at \_\_:00 .m.,  
20 before the Honorable George H. Wu either telephonically or in person at the United  
21 States District Court for Central District of California, 350 West First Street, Los  
22 Angeles, CA, 90012, for the purpose of determining whether: (1) the Settlement of the  
23 Action for \$4,750,000.00 in cash should be approved by the Court as fair, reasonable  
24 and adequate; (2) to award Plaintiffs' Counsel attorneys' fees and expenses out of the  
25 Settlement Fund; and (3) the Plan of Allocation should be approved by the Court. The  
26 Court may adjourn or continue the Final Approval Hearing without further notice to  
27 members of the Settlement Class. You should check the Settlement website,  
28 www.\_\_\_\_\_.com, for further details on the Final Approval Hearing.

Any Settlement Class Member may appear at the Final Approval Hearing and be

1 heard on any of the foregoing matters. Any written objection should be mailed to:

2  
3 *Tattooed Chef Securities Litigation*  
4 Claims Administrator  
5 c/o Epiq  
6 PO Box 2299  
7 Portland, OR 97208-2299

8 together with proof of membership in the Settlement Class, so that it is postmarked *no*  
9 *later than \_\_\_\_\_, 2026.*

10 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

11 This Notice contains only a summary of the terms of the proposed Settlement.  
12 The records in the Action may be examined and copied at any time during regular office  
13 hours, and subject to customary copying fees, at the Clerk of the United States District  
14 Court, Central District of California, 350 West First Street, Los Angeles, CA, 90012. In  
15 addition, all the Settlement documents, including the Stipulation, this Notice, the Proof  
16 of Claim form and proposed Judgment may be obtained online at  
17 www.\_\_\_\_\_.com or by contacting the Claims Administrator at:

18 *Tattooed Chef Securities Litigation*  
19 Claims Administrator  
20 c/o Epiq  
21 PO Box 2299  
22 Portland, OR 97208-2299

23 info@\_\_\_\_\_.com  
24 www.\_\_\_\_\_.com

25 In addition, you may contact Frank A. Bottini, Esq., Bottini & Bottini, Inc., 7817  
26 Ivanhoe Ave., Suite 102, La Jolla, CA 92037, 1-858-914-2001, if you have any questions  
27 about the Action or the Settlement.

28 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

\* \* \*

**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

1 If you hold any Tattooed Chef common stock purchased or otherwise acquired  
2 between December 15, 2020 through November 28, 2022, inclusive, as a nominee for a  
3 beneficial owner, then, within ten (10) days after you receive this Notice, you must  
4 either: (1) send a copy of the Postcard Notice by First-Class Mail to all such Persons; or  
5 (2) provide a list of the names and addresses of such Persons to the Claims  
6 Administrator:

7 *Tattooed Chef Securities Litigation*  
8 Claims Administrator  
9 c/o Epiq  
10 PO Box 2299  
11 Portland, OR 97208-2299  
12 info@\_\_\_\_\_.com  
13 www.\_\_\_\_\_.com

14 If you choose to mail the Postcard Notice yourself, you may obtain from the  
15 Claims Administrator (without cost to you) as many copies of the Postcard Notice as  
16 you will need to complete the mailing.

17 Regardless of whether you choose to complete the mailing yourself or elect to  
18 have the mailing performed for you, you may obtain reimbursement for or advancement  
19 of reasonable administrative costs actually incurred or expected to be incurred in  
20 connection with forwarding the Postcard Notice and which would not have been incurred  
21 but for the obligation to forward the Postcard Notice, upon submission of appropriate  
22 documentation to the Claims Administrator.

23 DATED: \_\_\_\_\_

24 \_\_\_\_\_  
25 THE HONORABLE GEORGE H. WU  
26 UNITED STATES DISTRICT JUDGE  
27  
28