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6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
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7 *HOTAIT, and MARCO STARACE*

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. CV 22-9311-GW-Ex

**ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE**

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1 WHEREAS, the parties to the above-entitled action (the “Action”) entered into a
2 Stipulation of Settlement dated April 3, 2026 (the “Stipulation”), which, together with
3 the exhibits thereto, sets forth the terms and conditions for the settlement of the claims
4 alleged in the Action (the “Settlement”); and the Court having read and considered the
5 Stipulation and the accompanying documents; and all capitalized terms used herein
6 having the meanings defined in the Stipulation;

7 WHEREAS, the Stipulation defines the Settlement Class as “all persons or entities
8 who purchased or otherwise acquired shares of Tattooed Chef, Inc.’s (“Tattooed Chef”)
9 common stock publicly traded on NASDAQ during the Settlement Class Period”¹;

10 NOW, THEREFORE, IT IS HEREBY ORDERED, as of the date set forth below,
11 that:

12 1. The Court preliminarily finds that:

13 (a) the Settlement resulted from informed, extensive arm’s-length
14 negotiations, including mediation under the direction of an experienced mediator, David
15 M. Murphy of Phillips ADR;

16 (b) the Settlement is sufficiently fair, reasonable, and adequate to
17 warrant providing notice of the Settlement to the Settlement Class; and

18 (c) the Settlement Class is certified solely for purposes of this
19 Settlement.

20 2. A hearing (the “Final Approval Hearing”), which may be conducted
21 telephonically at the Court’s discretion, is hereby scheduled to be held before the Court
22 on September 3, 2026, at 8:30 a.m., for the following purposes:

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24 ¹The “Settlement Class Period” is defined as “the period from December 15, 2020
25 through November 28, 2022, inclusive.” Excluded from the Settlement Class are (i)
26 Defendants; (ii) the officers and directors of the Company, at all relevant times; (iii)
27 members of the immediate families of the individuals identified in “(i)” and “(ii)” and
28 their legal representatives, heirs, successors or assigns; and (iv) any 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.

1 (a) to finally determine whether the Action satisfies the applicable
2 prerequisites for class action treatment under Rule 23 of the Federal Rules of Civil
3 Procedure;

4 (b) to determine whether the proposed Settlement is fair, reasonable, and
5 adequate, and should be approved by the Court;

6 (c) to determine whether the Judgment as provided under the Stipulation
7 should be entered;

8 (d) to determine whether the proposed Plan of Allocation should be
9 approved by the Court as fair, reasonable and adequate;

10 (e) to consider Plaintiffs' Counsel's application for an award of
11 attorneys' fees and expenses and service awards to the Lead Plaintiffs; and

12 (f) to rule upon such other matters as the Court may deem appropriate.

13 3. The Court reserves the right to approve the Settlement with or without
14 modification and with or without further notice to the Settlement Class and may adjourn
15 the Final Approval Hearing without further notice to the Settlement Class or may
16 conduct the Final Approval Hearing telephonically. The Court reserves the right to enter
17 the Judgment approving the Settlement regardless of whether it has approved the Plan
18 of Allocation or Plaintiffs' Counsel's request for an award of attorneys' fees and
19 expenses.

20 4. The Court approves the form, substance and requirements of the Postcard
21 Notice, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"),
22 the Summary Notice of (I) Pendency of Class Actions and Proposed Settlement; (II)
23 Motion for Awards of Attorneys' Fees and Litigation Expenses; and (III) Settlement
24 Hearings (the "Summary Notice"), and the Proof of Claim and Release form (the "Proof
25 of Claim"), reflected in Docket No. 162-5 at Exhibits A-1, A-2, A-3, and A-4,
26 respectively.

27 5. The Court approves the appointment of Epiq as the Claims Administrator.

28 (a) The Claims Administrator shall commence mailing the Postcard

1 Notice, substantially in the form of Exhibit A-1 in Docket No. 162-5, by First-Class
2 Mail, postage prepaid, on June 18, 2026 (the “Notice Date”), to all Settlement Class
3 Members who can be identified with reasonable effort and to post the Notice on the
4 Settlement website.

5 (b) The Claims Administrator shall cause the Summary Notice to be
6 published in *The Wall Street Journal* and over a national newswire service, within ten
7 (10) calendar days after the Notice Date.

8 6. Plaintiffs’ Counsel shall, at least by August 6, 2026, file with the Court and
9 serve on the Parties proof of mailing of the Postcard Notice, posting of the Notice and
10 Proof of Claim on the Settlement website, and proof of publication of the Summary
11 Notice.

12 7. The form and content of the Postcard Notice, Notice and Summary Notice,
13 and the method set forth herein of notifying the Settlement Class of the Settlement and
14 its terms and conditions, meet the requirements of federal law and due process, constitute
15 the best notice practicable under the circumstances, and shall constitute due and
16 sufficient notice to all persons and entities entitled thereto.

17 8. In order to be entitled to participate in the Net Settlement Fund, in the event
18 the Settlement is consummated in accordance with its terms set forth in the Stipulation,
19 each Settlement Class Member shall take the following actions and be subject to the
20 following conditions:

21 (a) No later than August 4, 2026, each Person claiming to be an
22 Authorized Claimant shall be required to submit to the Claims Administrator a
23 completed Proof of Claim, substantially in a form contained in Exhibit A-4 in Docket
24 No. 162-5 as approved by the Court, signed under penalty of perjury.

25 (b) Except as otherwise ordered by the Court, all Settlement Class
26 Members who fail to timely submit a Proof of Claim within such period, or such other
27 period as may be ordered by the Court, or otherwise allowed, shall be forever barred
28 from receiving any payments pursuant to the Stipulation and the Settlement set forth

1 therein, but will in all other respects be subject to and bound by the provisions of the
2 Stipulation, the releases contained therein, and the Judgment. Notwithstanding the
3 foregoing, the Claims Administrator may accept for processing late submitted claims so
4 long as the distribution of the Net Settlement Fund to Authorized Claimants is not
5 materially delayed thereby, but shall incur no liability for declining to accept a late-
6 submitted claim.

7 (c) As part of the Proof of Claim, each Settlement Class Member shall
8 submit to the jurisdiction of the Court with respect to the claim submitted, and shall
9 (subject to effectuation of the Settlement) release all Plaintiffs' Released Claims as
10 provided in the Stipulation.

11 9. Settlement Class Members shall be bound by all determinations and
12 judgments in the Action, whether favorable or unfavorable, unless they request
13 exclusion from the Settlement Class in a timely and proper manner, as hereinafter
14 provided. A Settlement Class Member wishing to make such request shall mail a request
15 for exclusion in written form by First-Class Mail postmarked to the address designated
16 in the Notice for such exclusions, such that it is received no later than twenty-one (21)
17 calendar days prior to the Settlement Hearing. Such request for exclusion shall indicate
18 the name, address and telephone number of the person seeking exclusion, that the person
19 requests to be excluded from the Settlement Class, and must be signed by such person.
20 The request must also include the number of shares of Tattooed Chef common stock
21 purchased or acquired that are subject to the Action, including the number of shares of
22 Tattooed Chef common stock purchased/acquired and/or sold during the Settlement
23 Class Period, as well as the dates, number of shares, and prices of each such
24 purchase/acquisition and sale. The request for exclusion shall not be effective unless it
25 is made in writing within the time stated above, or the exclusion is otherwise accepted
26 by the Court. Settlement Class Members requesting exclusion from the Settlement Class
27 shall not be entitled to receive any payment out of the Net Settlement Fund as described
28 in the Stipulation and Notice.

1 10. The Court will consider objections to the Settlement, the Plan of Allocation,
2 and/or the award of attorneys' fees and expenses. Any person wanting to object must
3 do so in writing, and such objection and any supporting papers, accompanied by proof
4 of Settlement Class membership, shall be mailed by First-Class Mail postmarked to the
5 address designated in the Notice no later than August 13, 2026. The objecting
6 Settlement Class Member shall provide documentation establishing membership in the
7 Settlement Class through copies of brokerage confirmation slips or monthly brokerage
8 account statements, or an authorized statement from the objector's broker containing the
9 transactional and holding information found in a broker confirmation slip or account
10 statement. Persons who intend to object to the Settlement, the Plan of Allocation, and/or
11 the request for an award of attorneys' fees and expenses and desire to present evidence
12 at the Final Approval Hearing must include in their written objections copies of any
13 exhibits they intend to introduce into evidence at the Final Approval Hearing. If an
14 objector hires an attorney to represent him, her, or it for the purposes of making an
15 objection, the attorney must mail a notice of appearance by First-Class Mail postmarked
16 to the address designated in the Notice no later than August 13, 2026. A Settlement
17 Class Member who mails a written objection does not have to appear at the Final
18 Approval Hearing for the Court to consider his, her or its objection. Any Settlement
19 Class Member who does not make his, her, or its objection in the manner provided shall
20 be deemed to have waived such objection and shall be foreclosed from making any
21 objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the
22 Plan of Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' Counsel.

23 11. All papers in support of the Settlement, the Plan of Allocation, and any
24 application by Plaintiffs' Counsel for an award of attorneys' fees and expenses shall be
25 filed on August 6, 2026. All reply papers shall be filed and served on August 20, 2026.

26 12. All funds held by the Escrow Agent shall be deemed and considered to be
27 in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,
28 until such time as such funds shall be distributed pursuant to the Stipulation and/or

1 further order(s) of the Court. Any investment of funds shall only be in U.S. Treasury
2 securities.

3 13. Plaintiffs' Counsel shall promptly furnish other Parties with copies of any
4 and all objections that come into their possession, and all objections must be provided
5 to all other Parties no later than 3 business days after the deadline set in paragraph 10.

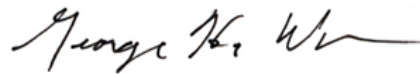
6 14. Pending final determination of whether the Settlement should be approved,
7 the Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or
8 purports to act on their behalf, shall not institute, commence, maintain or prosecute any
9 action in any court or tribunal that asserts any Plaintiffs' Released Claims against any
10 Released Defendants' Parties.

11 15. All reasonable expenses incurred in identifying and notifying Settlement
12 Class Members, as well as administering the Settlement Fund, shall be paid as set forth
13 in the Stipulation.

14 16. If any specified condition to the Settlement set forth in the Stipulation is
15 not satisfied and Plaintiffs or Defendants elect to terminate the Settlement then, in any
16 such event, the Stipulation, including any amendment(s) thereof, shall be null and void
17 except for paragraphs 47-49, which shall survive termination of the settlement and
18 remain valid and binding.

19
20 IT IS SO ORDERED.

21
22 DATED: May 26, 2026



23 _____
24 HON. GEORGE H. WU,
25 UNITED STATES DISTRICT JUDGE
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