

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
7 *HOTAIT, and MARCO STARACE*

8 GIBSON, DUNN & CRUTCHER LLP
CRAIG VARNEN, SBN 172603
9 cvarnen@gibsondunn.com
333 South Grand Avenue
10 Los Angeles, California 90071
Telephone: 213.229.7000
11 Facsimile: 213.229.7520

12 GIBSON, DUNN & CRUTCHER LLP
ALLISON KOSTECKA, Admitted *Pro Hac Vice*
13 akostecka@gibsondunn.com
1900 Lawrence Street, Suite 3000
14 Denver, Colorado 80202
Telephone: 303.298.5700
15 Facsimile: 303.298.5907

16 *Attorneys for Defendants SALVATORE GALLETTI,*
STEPHANIE DIECKMANN, and SARAH GALLETTI

17 IN THE UNITED STATES DISTRICT COURT
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19
20 DINKO MIHAYLOV, JOHN
HANCOCK, SHASHANK BAGUL,
21 JOHN SPADARO, MUSTAPHA
HOTAIT, and MARCO STARACE,
22 individually and on behalf of all others
similarly situated,

23 Plaintiffs,

24 v.

25 TATTOOED CHEF, INC., SALVATORE
GALLETTI, STEPHANIE
26 DIECKMANN, and SARAH GALLETTI,
Defendants.

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

**STIPULATION AND
AGREEMENT OF SETTLEMENT**

1 This Stipulation and Agreement of Settlement, dated as of April 3, 2026 (the
2 “Stipulation”) is entered into between: (a) John Hancock, Shashank Bagul, John
3 Spadaro, Mustapha Hotait, and Marco Starace (collectively, “Lead Plaintiffs”),
4 individually and on behalf of all other members of the Settlement Class (defined below);
5 and (b) Salvatore Galletti, Stephanie Dieckmann, and Sarah Galletti (collectively,
6 “Defendants” and, together with Lead Plaintiffs, the “Parties”), and embodies the terms
7 and conditions of the settlement of the above-captioned litigation (the “Action”) pending
8 in the United States District Court for the Central District of California (the “Court”).
9 This Stipulation is intended by the Parties to fully, finally, and forever resolve,
10 discharge, relinquish, release, waive and dismiss with prejudice, and without costs
11 (except as provided herein), the Released Claims (defined below), upon and subject to
12 the terms and conditions hereof and subject to the Court’s approval.

13 WHEREAS:

14 A. All words or terms used herein that are capitalized shall have the meanings
15 ascribed to those words or terms as set forth herein and in ¶ 1 hereof, entitled
16 “Definitions.”

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

21 C. On February 21, 2023, motions to appoint a lead plaintiff and to approve
22 lead plaintiff’s selection of counsel were filed. ECF Nos. 18, 22, 26, 27, 28.

23 D. On March 23, 2023, the Court appointed John Hancock, Shashank Bagul,
24 John Spadaro, Mustapha Hotait, and Marco Starace as Lead Plaintiffs and Bottini &
25 Bottini, Inc. (“Bottini”) as Lead Counsel pursuant to the Private Securities Litigation
26 Reform Act of 1995 (the “PSLRA”). ECF No. 51.

27 E. On June 5, 2023, Lead Plaintiffs filed the First Amended Class Action
28 Complaint for Violations of the Federal Securities Laws (the “FAC”), alleging violations

1 of Sections 10(b) and 20(a) of the Securities and Exchange Act of 1934 (the “Exchange
2 Act”), and adding Charles Cargile, Edward Gelfand, Paula Ciaramitaro, Marie Quintero-
3 Johnson, Sarah Galletti, and BDO USA, LLP (“BDO”) as defendants. ECF No. 64.
4 Among other things, the FAC alleged that defendants made false and misleading
5 statements about Tattooed Chef’s revenue growth and projections, internal controls, and
6 line of credit, and that the Company’s stock price declined when the alleged truth about
7 the Company’s business was allegedly revealed to the market.

8 F. On July 3, 2023, Tattooed Chef filed a Notice of Automatic Stay and
9 Suggestion of Bankruptcy advising the Court and parties that Tattooed Chef had filed a
10 voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11
11 U.S.C. §§ 101 et seq. in the United States Bankruptcy Court for the Central District of
12 California (the “Bankruptcy Action”). ECF No. 76.

13 G. On July 6, 2023, the Court issued an order staying the Action until the
14 Bankruptcy Action is completed or the stay is lifted by the bankruptcy court. ECF No.
15 77.

16 H. On May 9, 2024, the bankruptcy court entered its order confirming the
17 Debtors’ First Amended Joint Chapter 11 Liquidating Plan (As Modified), dated
18 February 21, 2024.

19 I. On July 15, 2024, the Court lifted the stay of the Action as to all defendants
20 except Tattooed Chef. ECF No. 92.

21 J. On September 10, 2024, defendants filed a motion to dismiss the FAC.
22 ECF No. 102. Lead Plaintiffs filed their opposition to the motion to dismiss on October
23 25, 2024, and defendants filed their reply on November 25, 2024. ECF Nos. 114, 118.

24 K. On December 11, 2024, the Court granted defendants’ motion to dismiss
25 the FAC with leave to amend. ECF No. 122 (tentative ruling adopted as final at ECF
26 No. 123).

27 L. On February 3, 2025, Lead Plaintiffs filed the Second Amended Class
28 Action Complaint for Violations of the Federal Securities Laws (the “SAC” or the

1 “Complaint”). ECF No. 124. The SAC challenged the same alleged misstatements
2 challenged in the FAC and asserted claims under Sections 10(b) and 20(a) of the
3 Exchange Act.

4 M. On March 3, 2025, defendants filed a motion to dismiss the SAC. ECF No.
5 129. Lead Plaintiffs filed their opposition to the motion to dismiss on April 14, 2025,
6 and defendants filed their reply on May 12, 2025. ECF Nos. 137, 139.

7 N. On June 9, 2025, the Court granted defendants’ motion to dismiss the SAC.
8 ECF No. 145. The Court dismissed defendants BDO, Cargile, Ciaramitaro, Gelfand,
9 and Quintero-Johnson with prejudice, but granted Lead Plaintiffs leave to amend as to
10 defendants Salvatore Galletti, Dieckmann, and Sarah Galletti. *Id.*

11 O. After the Court’s order dismissing the SAC, the Parties began exploring the
12 possibility of reaching a negotiated resolution of the Action. The Parties agreed to
13 participate in a formal mediation and retained David M. Murphy of Phillips ADR to
14 serve as mediator (the “Mediator”).

15 P. On December 8, 2025, the Parties participated in a full-day mediation
16 session before the Mediator. The Parties did not reach an agreement to settle the Action
17 by the conclusion of the full-day mediation session, however, the Parties continued
18 negotiations with the assistance of the Mediator.

19 Q. On December 24, 2025, the Mediator issued a mediator’s recommendation,
20 which the Parties accepted on January 5, 2026.

21 R. On January 6, 2026, the Parties filed a Joint Notice of Settlement and
22 Stipulation Adjourning Deadline for Plaintiffs to File Third Amended Complaint
23 informing the Court that the parties had reached an agreement in principle to fully and
24 finally resolve the above-captioned litigation, which was granted by the Court on
25 January 7, 2026. ECF Nos. 150-151.

26 S. The Parties memorialized their agreement to settle the Action in a term
27 sheet executed and finalized on January 21, 2026 (the “Term Sheet”), subject to the
28 execution of this Stipulation and related papers.

1 T. This Stipulation (together with the exhibits hereto) reflects the final and
2 binding agreement to settle the Action between the Parties.

3 U. Defendants have denied and continue to deny any wrongdoing or that they
4 have committed any act or omission giving rise to any liability or violation of law,
5 including the U.S. securities laws. Defendants have denied and continue to deny each
6 and every one of the claims alleged by Lead Plaintiffs in the Action on behalf of the
7 Class, including all claims alleged in the Second Amended Class Action Complaint for
8 Violations of the Federal Securities Laws. Defendants deny that they made any material
9 misstatements or omissions, deny that the Settlement Class suffered any damages, and
10 deny that the Settlement Class was harmed by any conduct alleged in the Action.
11 Defendants continue to believe that the claims asserted in the Action are without merit,
12 and Defendants are entering into this Settlement solely to eliminate the burden, expense,
13 and uncertainty of further litigation.

14 V. This Stipulation, whether or not consummated, any proceedings relating to
15 any settlement, or any of the terms of any settlement, whether or not consummated, shall
16 in no event be construed as, or deemed to be evidence of, an admission or concession on
17 the part of the Defendants, or any of them, with respect to any fact or matter alleged in
18 the Action, or any claim of fault or liability or wrongdoing or damage whatsoever, or
19 any infirmity in any defense that has been or could have been asserted.

20 W. Lead Plaintiffs believe that the claims asserted in the Action have merit.
21 However, Lead Plaintiffs and Lead Counsel recognize and acknowledge the significant
22 likely length and expense of continued proceedings necessary to prosecute the Action
23 through trial and appeals. Lead Plaintiffs and Lead Counsel also have taken into account
24 the uncertain outcome and the risk of any litigation, both on merits and damage issues,
25 especially in complex actions such as the Action, as well as the difficulties and delays
26 inherent in such litigation. Lead Counsel also are mindful of the inherent problems of
27 proof and Defendants' asserted defenses to the claims alleged in the Action. Based on
28 their evaluation, including during the course of the mediation efforts conducted by the

1 Mediator, Lead Plaintiffs and Lead Counsel believe that the Settlement set forth in this
2 Stipulation confers substantial monetary benefits upon the Settlement Class and is in the
3 best interests of Lead Plaintiffs and the Settlement Class.

4 NOW THEREFORE, without any concession by Lead Plaintiffs that the Action
5 lacks merit, and without any concession by Defendants of any liability, wrongdoing, or
6 damages, or as to any lack of merit in their defenses, IT IS HEREBY STIPULATED
7 AND AGREED, by and among the Parties to this Stipulation, through their respective
8 attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules
9 of Civil Procedure, that, in consideration of the benefits flowing to the Parties hereto, all
10 Released Claims, as against all Released Parties, shall be fully, finally, and forever
11 compromised, settled, released, resolved, relinquished, waived, discharged, and
12 dismissed, with prejudice and without costs (except as provided herein), upon and
13 subject to the following terms and conditions:

14 **DEFINITIONS**

15 1. As used in this Stipulation, the following terms shall have the meanings set
16 forth below. In the event of any inconsistency between any definition set forth below
17 and any definition in any other document related to the Settlement, the definition set
18 forth below shall control.

19 (a) “Action” means the civil action captioned *Mihaylov v. Tattooed*
20 *Chef, Inc.*, Case No. 2:22-CV-09311-GW-E, pending in the United States District Court
21 for the Central District of California before the Honorable George H. Wu.

22 (b) “Alternative Judgment” means a form of final judgment that may be
23 entered by the Court in a form other than the form of Judgment provided for in this
24 Stipulation, so long as none of the Parties hereto elects to terminate the Settlement by
25 reason of such variance and instead, each Party consents to the form of Alternative
26 Judgment.

27 (c) “Authorized Claimant” means a Settlement Class Member who
28 submits a valid Claim Form to the Claims Administrator that is approved for payment

1 from the Net Settlement Fund.

2 (d) "Claimant" means a person or entity who or which submits a Claim
3 Form to the Claims Administrator seeking to be eligible to share in the proceeds of the
4 Net Settlement Fund.

5 (e) "Claims Administrator" means the firm to be retained by Lead
6 Counsel, subject to Court approval, to provide all notices approved by the Court to
7 potential Settlement Class Members, to process Claim Forms, and to administer the
8 Settlement.

9 (f) "Defendants" means Salvatore Galletti, Stephanie Dieckmann, and
10 Sarah Galletti.

11 (g) "Defendants' Counsel" means the law firm of Gibson, Dunn &
12 Crutcher LLP.

13 (h) "Effective Date" means the date upon which the Settlement shall
14 have become effective, as set forth in ¶ 38 below.

15 (i) "Escrow Account" means the separate escrow account wherein the
16 Settlement Amount will be deposited and held for the benefit of the Settlement Class.

17 (j) "Escrow Agent" means Lead Counsel.

18 (k) "Fee and Expense Application" means Lead Counsel's application
19 for an award of attorneys' fees and payment of Litigation Expenses incurred in
20 prosecuting the case, including any expenses of Lead Plaintiffs pursuant to 15 U.S.C. §
21 78u-4(a)(4) of the PSLRA.

22 (l) "Final," with respect to a court order, including a judgment, means
23 the later of: (i) if there is an appeal from a court order, the date of final affirmance on
24 appeal (or on any remand) and the expiration of the time for any further judicial review
25 whether by appeal, request for reconsideration or petition for a *writ of certiorari* and, if
26 *certiorari* is granted, the date of final affirmance of the order following review pursuant
27 to the grant; or (ii) the date of final dismissal of any appeal from the order or the final
28 dismissal of any proceeding on, or denial of any petition for *writ of certiorari* to review,

1 the order; or (iii) the expiration of the time for the filing or noticing of any appeal or
2 petition for *certiorari* from the order (or, if the date for taking an appeal or seeking
3 review of the order shall be extended beyond this time by order of the issuing court, by
4 operation of law or otherwise, or if such extension is requested, the date of expiration of
5 any extension if any appeal or review is not sought), without any such filing or noticing
6 being made. However, approval of this Stipulation and entry of final Judgment thereon
7 pursuant to Rule 54(b) is not conditioned on and need not await any ruling by the Court
8 pertaining solely to the Plan of Allocation, or the Court's award of attorneys' fees or
9 expenses; and any appeal or proceeding seeking subsequent judicial review pertaining
10 solely to the Plan of Allocation or the award of attorneys' fees and expenses shall not in
11 any way delay or affect the time set forth above for the Judgment or Alternative
12 Judgment to become Final or otherwise preclude the Judgment or Alternative Judgment
13 from becoming Final.

14 (m) "Immediate Family(ies)" means children, stepchildren, parents,
15 stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-
16 in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, "spouse" shall
17 mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil
18 union.

19 (n) "Judgment" means the proposed final judgment to be entered by the
20 Court approving the Settlement, substantially in the form attached hereto as Exhibit B.

21 (o) "Lead Counsel" means Bottini & Bottini, Inc.

22 (p) "Lead Plaintiffs" means John Hancock, Shashank Bagul, John
23 Spadaro, Mustapha Hotait, and Marco Starace.

24 (q) "Litigation Expenses" means the costs and expenses incurred in
25 connection with commencing, prosecuting, and settling the Action (which may include
26 the costs and expenses of Lead Plaintiffs directly related to their representation of the
27 Settlement Class), for which Lead Counsel intends to apply to the Court for payment or
28 reimbursement from the Settlement Fund.

1 (r) "Net Settlement Fund" means the Settlement Fund less: (i) Court-
2 awarded attorneys' fees and Litigation Expenses; (ii) Notice and Administration
3 Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the Court.

4 (s) "Notice" means the Notice of Pendency of Class Action, Proposed
5 Settlement, and Motion for Attorneys' Fees and Expenses to be sent to Settlement Class
6 Members, which, subject to approval of the Court, shall be substantially in the form
7 attached hereto as Exhibit 2 to Exhibit A hereto.

8 (t) "Notice and Administration Expenses" means all costs, fees, and
9 expenses incurred in connection with providing notice to the Settlement Class and the
10 administration of the Settlement, including but not limited to: (i) providing notice of the
11 proposed Settlement by mail, publication, and other means to Settlement Class
12 Members; (ii) receiving and reviewing Claim Forms for recovery from the Settlement
13 Fund; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding
14 the Settlement and claims administration process; (v) distributing the proceeds of the
15 Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement
16 Fund.

17 (u) "Parties" mean Lead Plaintiffs and Defendants.

18 (v) "Person(s)" means any individual, corporation (including all
19 divisions and subsidiaries), general or limited partnership, association, joint stock
20 company, joint venture, limited liability company, professional corporation, estate, legal
21 representative, trust, unincorporated association, government or any political
22 subdivision or agency thereof, and any other business or legal entity, as well as each of
23 their spouses, heirs, predecessors, successors, representatives, agents, trustees, estates,
24 administrators, executors, or assignees.

25 (w) "Plan of Allocation" means the Plan of Allocation for the Net
26 Settlement Fund, which shall be substantially in the form described in the Notice or any
27 other plan of allocating the Net Settlement Fund approved by the Court.

28 (x) "Preliminary Approval Order" means the proposed Order Granting

1 Preliminary Approval of Class Action Settlement, Approving Form and Manner of
2 Notice, and Setting Date for Hearing on Final Approval of Settlement, substantially in
3 the form attached hereto as Exhibit A.

4 (y) "Postcard Notice" means the proposed postcard notice, substantially
5 in the form attached hereto as Exhibit 1 to Exhibit A hereto.

6 (z) "Proof of Claim" or "Claim Form" means the Proof of Claim and
7 Release form for submitting a claim for recovery from the Settlement Fund, which shall
8 be substantially in the form attached as Exhibit 4 to Exhibit A hereto.

9 (aa) "Related Parties" means each of a Defendant's, and previously
10 named defendants', respective past, present, or future direct or indirect parents,
11 subsidiaries, divisions, branches, associates, entities, affiliates or joint ventures, as well
12 as each of their respective past or present directors, officers, employees, managers,
13 managing directors, supervisors, contractors, consultants, servants, general partners,
14 limited partners, partnerships, members, principals, trusts, trustees, advisors, auditors,
15 accountants, agents, underwriters, insurers, co-insurers, reinsurers, controlling
16 shareholders, attorneys, fiduciaries, financial or investment advisors or consultants,
17 banks or investment bankers, personal or legal representatives, counsel, agents,
18 predecessors, predecessors-in-interest, successors, assigns, spouses, heirs, executors,
19 administrators, legal or personal representatives of each of them in their capacities as
20 such, related or affiliated entities, anyone acting or purporting to act for or on behalf of
21 any of them or their successors, heirs or assigns, any other entities in which a Defendant
22 has or had a controlling interest, any Immediate Family Member of any Defendant, any
23 trust of which any Defendant is the settlor or which is for the benefit of any Defendant
24 and/or member(s) of his or her family, and the legal representatives, heirs, successors in
25 interest or assigns of Defendants.

26 (bb) "Released Claims" means the Released Plaintiffs' Claims and the
27 Released Defendants' Claims.
28

1 (cc) "Released Defendant Parties" means Defendants, and previously
2 named defendants, and each and all of their Related Parties and Defendants' Counsel.

3 (dd) "Released Defendants' Claims" means all claims and causes of
4 action of every nature and description, including both known claims and Unknown
5 Claims (as defined below), whether arising under federal, state, common, or foreign law,
6 or any other law, that Defendants or Released Defendant Parties could have asserted
7 against any of the Released Plaintiff Parties that arise out of or are connected to the
8 institution, prosecution, or settlement of the claims against Defendants in the Action,
9 except for claims relating to the enforcement of the Settlement or any claim against any
10 Person who submits a timely and valid request for exclusion that is accepted by the
11 Court.

12 (ee) "Released Parties" means the Released Defendant Parties and the
13 Released Plaintiff Parties.

14 (ff) "Released Plaintiffs' Claims" means any and all claims and causes
15 of action of every nature and description, whether known claims or Unknown Claims
16 (as defined below), contingent or absolute, mature or not mature, liquidated or
17 unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or
18 equitable theory and whether arising under federal, state, common or foreign law, or any
19 other law, that Lead Plaintiffs or any other member of the Settlement Class: (i) asserted
20 in the Action, or (ii) could have asserted in any forum that arise out of, or relate to, or
21 are based upon the allegations, transactions, facts, matters or occurrences,
22 representations or omissions involved, set forth, or referred to in the Complaint, and that
23 in any way arise out of, relate to, or are based upon, directly or indirectly, the purchase,
24 acquisition, ownership, disposition, holding, transfer, or sale of Tattooed Chef's
25 common stock during the Settlement Class Period. Notwithstanding the foregoing,
26 Released Plaintiffs' Claims shall not include: (i) claims to enforce the Settlement; (ii)
27 claims currently being pursued for alleged damage to Tattooed Chef against the
28 individual defendants by Peter Hurwitz, Liquidating Trustee of the Ittella Liquidating

1 Trust in Case No. 2:25-cv-09050-GW; or (iii) any claims by Defendants for insurance
2 coverage.

3 (gg) “Released Plaintiff Parties” means the Lead Plaintiffs, the Settlement
4 Class, Lead Counsel, and each of their respective past or present trustees, officers,
5 directors, partners, members, employees, contractors, auditors, principals, agents,
6 attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or
7 limited partners or partnerships, limited liability companies, heirs, trustees,
8 administrators, and any of their legal representatives (and the predecessors, heirs,
9 executors, administrators, trustees, successors, Immediate Family members, purchasers,
10 and assigns of each of the foregoing), in their capacities as such. Released Plaintiff
11 Parties does not include any Person who timely and validly sought exclusion from the
12 Settlement Class.

13 (hh) “Settlement” means the resolution of the Action in accordance with
14 the terms and provisions of this Stipulation.

15 (ii) “Settlement Amount” means the total principal amount of four
16 million and seven hundred fifty thousand U.S. dollars (\$4,750,000.00).

17 (jj) “Settlement Class” or “Settlement Class Member” means all persons
18 or entities who purchased or otherwise acquired shares of Tattooed Chef’s common
19 stock publicly traded on NASDAQ during the Settlement Class Period, and were
20 allegedly damaged thereby. Excluded from the Settlement Class are (i) Defendants and
21 their families; (ii) the officers and directors of the Company, at all relevant times; (iii)
22 members of the immediate families of the individuals identified in “(i)” and “(ii)” and
23 their legal representatives, heirs, successors or assigns; and (iv) any entity in which
24 Defendants have or had a controlling interest. Also excluded from the Settlement Class
25 are those entities and individuals who timely and validly exclude themselves in
26 accordance with the requirements set by the Court.

27 (kk) “Settlement Class Period” means the period from December 15,
28 2020 through November 28, 2022, inclusive.

1 (ll) “Settlement Fund” means the Settlement Amount and any interest
2 earned thereon.

3 (mm) “Settlement Hearing” means the hearing to be held by the Court to
4 determine whether: (i) the Settlement is fair, reasonable, and adequate and should be
5 approved; (ii) the Plan of Allocation is fair, reasonable, and adequate and should be
6 approved; and (iii) Lead Counsel’s application for an award of attorneys’ fees and
7 expenses should be approved.

8 (nn) “Stipulation” means this Stipulation and Agreement of Settlement.

9 (oo) “Summary Notice” means the Summary Notice of Pendency of Class
10 Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses for
11 publication, which shall be substantially in the form attached as Exhibit 3 to Exhibit A
12 hereto.

13 (pp) “Taxes” means all federal, state, or local taxes of any kind on any
14 income earned by the Settlement Fund and the expenses and costs incurred in connection
15 with the taxation of the Settlement Fund (including, without limitation, interest,
16 penalties, and the reasonable expenses of tax attorneys and accountants).

17 (qq) “Unknown Claims” means any and all Released Plaintiffs’ Claims
18 that Lead Plaintiffs, or any other Settlement Class Member, do not know or suspect to
19 exist in his, her, or its favor at the time of the release of the Released Defendant Parties,
20 and any and all Released Defendants’ Claims that any Defendant does not know or
21 suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff
22 Parties, which if known by him, her, or it might have affected his, her, or its decision(s)
23 with respect to the Settlement, including, in the case of any Settlement Class Member,
24 the decision to object to the terms of the Settlement or to seek to be excluded from the
25 Class. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’
26 Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and
27 Defendants shall expressly, and each Settlement Class Member, shall be deemed to have,
28 and by operation of the Judgment or Alternative Judgment shall have, to the fullest

1 extent permitted by law, expressly waived and relinquished any and all provisions,
2 rights, and benefits conferred by any law of any state or territory of the United States, or
3 principle of common law, including, or which is similar, comparable, or equivalent to,
4 Cal. Civ. Code § 1542, which provides:

5 **A general release does not extend to claims that the**
6 **creditor or releasing party does not know or suspect to**
7 **exist in his or her favor at the time of executing the release**
8 **and that, if known by him or her, would have materially**
9 **affected his or her settlement with the debtor or released**
 party.

10 Lead Plaintiffs, other Settlement Class Members, or the Defendants, may hereafter
11 discover facts, legal theories, or authorities in addition to, contrary to, or different from
12 those which any of them now knows or believes to be true with respect to the subject
13 matter of the Released Plaintiffs' Claims and Released Defendants' Claims, but Lead
14 Plaintiffs and Defendants expressly, fully, finally, and forever waive, compromise,
15 settle, discharge, extinguish, and release, and each Settlement Class Member shall be
16 deemed to have waived, compromised, settled, discharged, extinguished, and released,
17 and upon the Effective Date and by operation of the Judgment or Alternative Judgment
18 shall have waived, compromised, settled, discharged, extinguished, and released, fully,
19 finally, and forever, any and all Released Plaintiffs' Claims and Released Defendants'
20 Claims, as applicable, known or unknown, suspected or unsuspected, contingent or
21 absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore
22 existed, or may hereafter exist, without regard to the subsequent discovery or existence
23 of such different, contrary, or additional facts, legal theories, or authorities. Lead
24 Plaintiffs and Defendants acknowledge, and all other Settlement Class Members, by
25 operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown
26 Claims" in the definition of Released Plaintiffs' Claims and Released Defendants'
27 Claims was separately bargained for and was a material element of the Settlement.

1 **SCOPE AND EFFECT OF SETTLEMENT**

2 2. The obligations incurred pursuant to the Stipulation are: (i) subject to
3 approval by the Court and the Judgment, or Alternative Judgment, reflecting such
4 approval becoming Final; and (ii) in full and final disposition of the Action with respect
5 to the Released Parties and any and all Released Claims.

6 3. For purposes of this Settlement only, the Parties agree to: (i) certification
7 of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf
8 of the Settlement Class as defined in ¶1(jj); (ii) the appointment of Lead Plaintiffs as
9 class representatives for the Settlement Class; and (iii) the appointment of Lead Counsel
10 as class counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure
11 23(g).

12 4. By operation of the Judgment or Alternative Judgment, as of the Effective
13 Date, Lead Plaintiffs and each Settlement Class Member, on behalf of themselves and
14 each of their respective heirs, executors, trustees, administrators, predecessors,
15 successors, and assigns, in their capacities as such, shall be deemed to have fully, finally,
16 and forever waived, released, discharged, and dismissed, with prejudice, each and every
17 one of the Released Plaintiffs' Claims against each and every one of the Released
18 Defendant Parties and shall forever be barred and enjoined from commencing,
19 instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims
20 against any and all of the Released Defendant Parties, whether or not such Settlement
21 Class Member executes and delivers a Claim Form or shares in the Net Settlement Fund.
22 Claims to enforce the terms of the Stipulation are not released.

23 5. By operation of the Judgment or Alternative Judgment, as of the Effective
24 Date, Defendants, on behalf of themselves and each of their respective heirs, executors,
25 trustees, administrators, predecessors, successors, and assigns, in their capacities as
26 such, shall be deemed to have fully, finally, and forever waived, released, discharged,
27 and dismissed each and every one of the Released Defendants' Claims against each and
28 every one of the Released Plaintiff Parties and shall forever be barred and enjoined from

1 commencing, instituting, prosecuting, or maintaining any and all of the Released
2 Defendants' Claims against any and all of the Released Plaintiff Parties. Claims to
3 enforce the terms of the Stipulation are not released.

4 **THE SETTLEMENT CONSIDERATION**

5 6. In full settlement of the claims in the Action against Defendants and in
6 consideration of the releases specified in ¶¶ 4-5, above, all of which the Parties agree are
7 good and valuable consideration, Defendants, shall pay, or cause to be paid, the
8 Settlement Amount into the Escrow Account within thirty (30) calendar days after the
9 later of the following: (i) the Court's entry of an order preliminarily approving the
10 settlement; or (ii) Defendants' Counsel's receipt of complete payment information,
11 including but not limited to, name and address of payee, wire instructions, IRS Form W-
12 9 for the payment account, and name of a contact to obtain verbal confirmation of the
13 payment instructions. This is a non-reversionary settlement and, if all conditions of the
14 Stipulation are satisfied and the Settlement becomes Final, no portion of the Settlement
15 Fund will be returned to the Defendants or their insurance carriers.

16 7. With the sole exceptions of Defendants' obligation to pay, or cause to be
17 paid, the Settlement Amount into the Escrow Account as provided for in ¶6, and
18 Defendants' obligations pursuant to ¶¶21 and 36, Defendants and Defendants' Counsel
19 shall have no responsibility for, interest in, or liability whatsoever with respect to: (i)
20 any act, omission, or determination by Lead Counsel or the Claims Administrator, or
21 any of their respective designees, in connection with the administration of the Settlement
22 or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;
23 (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or
24 payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or
25 fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any
26 Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement
27 Fund, distributions or other payments from the Escrow Account, or the filing of any
28 federal, state, or local returns.

1 8. Other than the obligation to pay, or cause to be paid, the Settlement Amount
2 pursuant to ¶6, Defendants shall have no obligation to make any other payments into the
3 Escrow Account or to any Settlement Class Member pursuant to this Stipulation.

4 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

5 9. The Settlement Fund shall be used to: (i) pay any Taxes; (ii) pay Notice and
6 Administration Expenses; (iii) pay any attorneys' fees and expenses awarded by the
7 Court; (iv) to pay any other fees and expenses awarded by the Court; (v) pay any other
8 fees and expenses ordered by the Court; and (vi) pay the claims of Authorized Claimants.

9 10. The Net Settlement Fund shall be distributed to Authorized Claimants as
10 provided in ¶¶22-34 hereof. The Net Settlement Fund shall remain in the Escrow
11 Account before and until the Effective Date. All funds held in the Escrow Account, and
12 all earnings thereon, shall be deemed to be in the custody of the Court and shall remain
13 subject to the jurisdiction of the Court until such time as the funds shall have been
14 disbursed or returned, pursuant to the terms of this Stipulation, and/or further order of
15 the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments
16 backed by the full faith and credit of the United States Government (or a mutual fund
17 invested solely in such instruments), or deposit some or all of the funds in non-interest-
18 bearing transaction account(s) that are fully insured by the Federal Deposit Insurance
19 Corporation (“**FDIC**”) in amounts that are up to the limit of FDIC insurance.
20 Defendants and Defendants' Counsel shall have no responsibility for, interest in, or
21 liability whatsoever with respect to investment decisions executed by the Escrow Agent.
22 All risks related to the investment of the Settlement Fund shall be borne solely by the
23 Settlement Fund.

24 11. After the Settlement Amount has been paid into the Escrow Account, the
25 Parties agree to treat the Settlement Fund as a “qualified settlement fund” within the
26 meaning of Treas. Reg. § 1.468B-1. All provisions of this Stipulation shall be
27 interpreted in a manner that is consistent with the Settlement Amount being a “qualified
28 settlement fund” within the meaning of Treasury Regulation § 1.468B-1. In addition,

1 Lead Counsel shall timely make, or cause to be made, such elections as may be necessary
2 or advisable to carry out the provisions of this paragraph 11, including the “relation-back
3 election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such
4 election shall be made in compliance with the procedures and requirements contained in
5 such regulations. It shall be the sole responsibility of Lead Counsel to timely and
6 properly prepare and deliver, or cause to be prepared and delivered, the necessary
7 documentation for signature by all necessary parties, and thereafter to take all such
8 actions as may be necessary or appropriate to cause the appropriate filing(s) to occur.
9 Consistent with the foregoing:

10 (a) For the purposes of Section 468B of the Internal Revenue Code of
11 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the
12 “administrator” shall be Lead Counsel or its successor, which shall timely and properly
13 file, or cause to be filed, all federal, state, or local tax returns and information returns
14 (together, “**Tax Returns**”) necessary or advisable with respect to the earnings on the
15 funds deposited in the Escrow Account (including without limitation the returns
16 described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election
17 described above) shall be consistent with this subparagraph and in all events shall reflect
18 that all Taxes (including any estimated taxes, earnings, or penalties) on the income
19 earned on the funds deposited in the Escrow Account shall be paid out of such funds as
20 provided in subparagraph (c) of this paragraph 11.

21 (b) All Taxes shall be paid out of the Settlement Fund. In all events,
22 Defendants and Defendants’ Counsel shall have no liability or responsibility whatsoever
23 for the Taxes or the filing of any tax return or other document with the Internal Revenue
24 Service or any other state or local taxing authority. Defendants shall have no liability or
25 responsibility for the Taxes of the Escrow Account with respect to the Settlement
26 Amount nor the filing of any Tax Returns or other documents with the Internal Revenue
27 Service or any other taxing authority. In the event any Taxes are owed by any
28 Defendants on any earnings on the funds on deposit in the Escrow Account, such

1 amounts shall also be paid out of the Settlement Fund.

2 (c) Taxes shall be treated as, and considered to be, a cost of
3 administration of the Settlement and shall be timely paid, or caused to be paid, by Lead
4 Counsel out of the Settlement Fund without prior order from the Court or approval by
5 Defendants, and Lead Counsel shall be obligated (notwithstanding anything herein to
6 the contrary) to withhold from distribution to Authorized Claimants any funds necessary
7 to pay such amounts (as well as any amounts that may be required to be withheld under
8 Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with Lead Counsel, each
9 other, and their tax attorneys and accountants to the extent reasonably necessary to carry
10 out the provisions of this paragraph 11.

11 12. This is not a claims-made settlement. As of the Effective Date, Defendants,
12 and/or any other Person(s) funding the Settlement on a Defendants' behalf, shall not
13 have any right to the return of the Settlement Fund or any portion thereof for any reason.

14 **ATTORNEYS' FEES AND EXPENSES**

15 13. Lead Counsel will apply to the Court for an award from the Settlement Fund
16 of attorneys' fees and payment of Litigation Expenses incurred in prosecuting the
17 Action, including reimbursement to Lead Plaintiffs pursuant to the PSLRA, with
18 earnings on such amounts at the same rate and for the same periods as earned by the
19 Settlement Fund. The Fee and Expense Application is not the subject of any agreement
20 between the Defendants and Lead Plaintiffs other than what is set forth in this
21 Stipulation.

22 14. The amount of attorneys' fees and expenses awarded by the Court is within
23 the sole discretion of the Court. Subject to the provisions of ¶15 below, any attorneys'
24 fees and expenses awarded by the Court shall be paid from the Settlement Fund to Lead
25 Counsel immediately after entry of the Judgment (or Alternative Judgment) and an order
26 awarding such attorneys' fees and expenses, notwithstanding the existence of any timely
27 filed objections thereto or to the Settlement, or potential for appeal therefrom, or
28 collateral attack on the awarded fees and expenses, the Settlement, or any part thereof.

1 15. Any payment of attorneys' fees and expenses pursuant to ¶¶13-14 above
2 shall be subject to Lead Counsel's obligation to make refunds or repayments to the
3 Settlement Fund of any paid amounts, plus accrued earnings at the same rate as is earned
4 by the Settlement Fund during the time such funds were in the Escrow Account, if the
5 Judgment approving the Settlement does not become Final and/or the Settlement is
6 terminated pursuant to the terms of this Stipulation or fails to become effective for any
7 reason, or if, as a result of any appeal or further proceedings on remand or successful
8 collateral attack, the award of attorneys' fees and/or expenses is reduced, vacated or
9 reversed by Final non-appealable court order. Lead Counsel shall make the appropriate
10 refund or repayment in full no later than thirty (30) calendar days after receiving notice
11 of the termination of the Settlement pursuant to this Stipulation, notice from a court of
12 appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable
13 court order, or notice of any reduction, vacatur or reversal of the award of attorneys'
14 fees and/or expenses by Final non-appealable court order.

15 16. With the sole exception of Defendants' obligation to pay, or cause to be
16 paid, the Settlement Amount into the Escrow Account as provided for in ¶6, Defendants
17 shall have no responsibility for, and no liability whatsoever with respect to, any payment
18 whatsoever to Lead Counsel in the Action that may occur at any time.

19 17. Defendants shall have no responsibility for, and no liability whatsoever
20 with respect to, any fee or expense awards the Court may make.

21 18. Defendants shall have no responsibility for, and no liability whatsoever
22 with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of the
23 Lead Plaintiffs or Settlement Class Members, or any of them, whether or not paid from
24 the Escrow Account. The Settlement Fund will be the sole source of payment from
25 Defendants for any award of attorneys' fees and expenses ordered by the Court.

26 19. The procedures for and the allowance or disallowance by the Court of any
27 Fee and Expense Application are not part of the Settlement set forth in this Stipulation,
28 and are separate from the Court's consideration of the fairness, reasonableness, and

1 adequacy of the Settlement set forth in the Stipulation; and any order or proceeding
2 relating to any Fee and Expense Application, including any award of attorneys' fees or
3 expenses in an amount less than the amount requested by Lead Counsel, or any appeal
4 from any order relating thereto or reversal, vacatur or modification thereof, shall not
5 operate to terminate or cancel the Stipulation, or affect or delay entry or the finality of
6 the Judgment or Alternative Judgment approving this Stipulation and the Settlement set
7 forth herein. Lead Plaintiffs and Lead Counsel may not cancel or terminate the
8 Stipulation or the Settlement, whether in accordance with ¶¶39-44, or otherwise, based
9 on the Court's or any appellate court's ruling with respect to fees and expenses in the
10 Action.

11 **NOTICE AND ADMINISTRATION EXPENSES**

12 20. Except as otherwise provided herein, the Net Settlement Fund shall be held
13 in the Escrow Account until the Effective Date.

14 21. All Notice and Administration Expenses will be paid out of the Settlement
15 Fund, except that Defendants shall be responsible for and shall pay for, at no cost to the
16 Settlement Class, timely service of any notice that might be required pursuant to the
17 Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, and the costs of providing
18 Tattooed Chef's transfer agent records, pursuant to ¶36, below. Taxes and fees related
19 to the Escrow Account and investment of the Settlement Fund may be paid by Lead
20 Counsel as incurred, without further approval of Defendants or further order of the
21 Court.

22 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

23 22. The Claims Administrator, subject to such supervision and direction of
24 Lead Counsel and/or the Court as may be ordered, or otherwise necessary, or as
25 circumstances may require, shall administer and calculate the claims submitted by
26 Claimants subject to the jurisdiction of the Court and shall oversee distribution of the
27 Net Settlement Fund to Authorized Claimants. Except as stated in ¶6 hereof, Defendants
28 and Defendants' Counsel shall have no responsibility for, interest in, or liability

1 whatsoever with respect to the administration of the Settlement or the actions or
2 decisions of the Claims Administrator, and shall have no responsibility or liability to the
3 Settlement Class in connection with such administration.

4 23. The Claims Administrator shall receive claims and determine, *inter alia*,
5 whether the claim is valid, in whole or part, and each Authorized Claimant's *pro rata*
6 share of the Net Settlement Fund based upon each Authorized Claimant's recognized
7 loss, as defined in the Plan of Allocation included in the Notice, or in such other plan of
8 allocation as the Court may approve.

9 24. Defendants shall have no role in the development of, and will take no
10 position with respect to, the Plan of Allocation. The Plan of Allocation is a matter
11 separate and apart from the Settlement, and any decision by the Court concerning the
12 Plan of Allocation shall not affect or delay entry or the validity or finality of the
13 Judgment or Alternative Judgment approving this Stipulation or the proposed Settlement
14 set forth herein. The Plan of Allocation is not a necessary term of this Stipulation, and
15 it is not a condition of this Stipulation that any particular plan of allocation be approved
16 by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the
17 Stipulation or the Settlement based on the Court's or any appellate court's ruling with
18 respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and
19 Defendants' Counsel shall have no responsibility or liability for reviewing or
20 challenging claims, the allocation of the Net Settlement Fund, or the distribution of the
21 Net Settlement Fund.

22 25. Upon the Effective Date and thereafter, and in accordance with the terms
23 of the Stipulation, the Plan of Allocation, or such further approval or order(s) of the
24 Court as may be necessary or as circumstances may require, the Net Settlement Fund
25 shall be distributed to Authorized Claimants.

26 26. If there is any balance remaining in the Net Settlement Fund (whether by
27 reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from
28 the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible

1 and economical, redistribute such balance among Authorized Claimants who have
2 cashed their checks in an equitable and economic fashion. These redistributions shall
3 be repeated until the balance in the Net Settlement Fund is no longer feasible to distribute
4 to Settlement Class Members. Any balance that still remains in the Net Settlement Fund
5 after re-distribution(s), which is not feasible or economical to reallocate, after payment
6 of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall
7 be contributed to Consumer Federation of America, a non-profit, non-sectarian
8 501(c)(3) organization, or such other non-profit, non-sectarian organization approved by
9 the Court.

10 ADMINISTRATION OF THE SETTLEMENT

11 27. Any Settlement Class Member who fails to timely submit a valid Claim
12 Form (substantially in the form of Exhibit 4 to Exhibit A) will not be entitled to receive
13 any distribution from the Net Settlement Fund, except as otherwise ordered by the Court
14 or allowed by Lead Counsel in its discretion, but will otherwise be bound in all respects
15 by all of the terms of this Stipulation and the Settlement, including the terms of the
16 Judgment or Alternative Judgment to be entered in the Action and all releases provided
17 for herein, and will be barred and enjoined, to the fullest extent permitted by law, from
18 commencing, instituting, prosecuting, or maintaining any and all of the Released
19 Plaintiffs' Claims against any and all of the Released Defendant Parties.

20 28. Lead Counsel shall be responsible for supervising the administration of the
21 Settlement and disbursement of the Net Settlement Fund by the Claims Administrator.
22 Lead Counsel shall have the right, but not the obligation, to advise the Claims
23 Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical
24 defects in any Claim Form submitted. Defendants and Defendants' Counsel shall have
25 no liability, obligation, or responsibility for the administration of the Settlement, the
26 allocation of the Net Settlement Fund, or the reviewing or challenging of claims of
27 Claimants.

28 29. For purposes of determining the extent, if any, to which a Claimant shall be

1 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

2 (a) Each Claimant shall be required to submit a Claim Form,
3 substantially in the form attached hereto as Exhibit 4 to Exhibit A, supported by such
4 documents as are designated therein, including proof of the Claimant's loss, or such
5 other documents or proof as the Claims Administrator or Lead Counsel, in their
6 discretion, may deem acceptable;

7 (b) All Claim Forms must be submitted by the date set by the Court in
8 the Preliminary Approval Order and specified in the Notice, unless such deadline is
9 extended by Lead Counsel in its discretion or by order of the Court. Any Settlement
10 Class Member who fails to submit a Claim Form by such date shall be barred from
11 receiving any distribution from the Net Settlement Fund or payment pursuant to this
12 Stipulation (unless, by order of the Court or the discretion of Lead Counsel, late-filed
13 Claim Forms are accepted), but shall in all other respects be bound by all of the terms of
14 this Stipulation and the Settlement, including the terms of the Judgment or Alternative
15 Judgment and all releases provided for herein, and will be permanently barred and
16 enjoined from bringing any action, claim or other proceeding of any kind regarding the
17 Released Plaintiffs' Claims against any and all of the Released Defendant Parties. A
18 Claim Form shall be deemed to be submitted when mailed, if received with a postmark
19 on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in
20 accordance with the instructions thereon. In all other cases, the Claim Form shall be
21 deemed to have been submitted when actually received by the Claims Administrator;

22 (c) Each Claim Form shall be submitted to and reviewed by the Claims
23 Administrator, under such supervision of Lead Counsel as necessary, who shall
24 determine in accordance with this Stipulation the extent, if any, to which each claim
25 shall be allowed;

26 (d) Claim Forms that do not meet the submission requirements may be
27 rejected. However, before rejecting a Claim Form in whole or in part, the Claims
28 Administrator shall communicate with the Claimant in writing to give the Claimant the

1 chance to remedy any curable deficiencies in the Claim Form submitted. The Claims
2 Administrator, under such supervision of Lead Counsel, as necessary, shall notify, in a
3 timely fashion and in writing, all Claimants whose claims the Claims Administrator
4 proposes to reject in whole or in part for curable deficiencies, setting forth the reasons
5 therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected
6 has the right to a review by the Court if the Claimant so desires and complies with the
7 requirements of subparagraph (e) below;

8 (e) If any Claimant whose timely claim has been rejected in whole or in
9 part for curable deficiency desires to contest such rejection, the Claimant must, within
10 twenty (20) calendar days after the date of mailing of the notice required in subparagraph
11 (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims
12 Administrator a notice and statement of reasons indicating the Claimant's grounds for
13 contesting the rejection along with any supporting documentation, and requesting a
14 review thereof by the Court. If a dispute concerning a claim cannot be otherwise
15 resolved, Lead Counsel shall thereafter present the request for review to the Court.
16 Claimants bear the burden of establishing the sufficiency of their claim.

17 30. Each Claimant who submits a Claim Form shall be deemed to have
18 submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the
19 claim will be subject to investigation and discovery under the Federal Rules of Civil
20 Procedure, provided that such investigation and discovery shall be limited to the
21 Claimant's status as a Settlement Class Member and the validity and amount of the
22 Claimant's claim. In connection with processing the Claim Forms, no discovery shall
23 be allowed on the merits of the Action or the Settlement, and no discovery in any form
24 may be taken from Defendants or Defendants' Counsel related to a Claimant's disputed
25 claim.

26 31. Payment pursuant to the Stipulation and Court-approved Plan of Allocation
27 shall be deemed final and conclusive against any and all Settlement Class Members. All
28 Settlement Class Members whose claims are not approved shall be barred from

1 participating in distributions from the Net Settlement Fund, but otherwise shall be bound
2 by all of the terms of this Stipulation and the Settlement, including the terms of the
3 Judgment or Alternative Judgment to be entered in the Action and the releases provided
4 for herein and therein, and will be barred from bringing any action against the Released
5 Defendant Parties concerning the Released Plaintiffs' Claims.

6 32. All proceedings with respect to the administration, processing and
7 determination of claims described by this Stipulation and the determination of all
8 controversies relating thereto, including disputed questions of law and fact with respect
9 to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in
10 any event delay or affect entry of, or the finality of, the Judgment or Alternative
11 Judgment.

12 33. No Person shall have any claim of any kind against the Released Defendant
13 Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*,
14 ¶¶27-34) or any of its subsections, or otherwise related in any way to the administration
15 of the Settlement, including, without limitation, the processing, review, determination,
16 calculation, investment or distribution of the Net Settlement Fund; the Plan of
17 Allocation; the determination, administration, calculation, processing, review or
18 payment of any claim; nonperformance of the Claims Administrator; the payment or
19 withholding of Taxes (including interest and penalties) owed by the Net Settlement
20 Fund; or any losses incurred in connection therewith.

21 34. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, or
22 the Claims Administrator, or other Person designated by Lead Counsel, based on
23 decisions and distributions made substantially in accordance with the Stipulation and the
24 Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

25 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

26 35. Promptly upon execution of this Stipulation by all Parties, Lead Counsel
27 shall apply to the Court for preliminary approval of the Settlement contemplated by this
28 Stipulation and entry of the Preliminary Approval Order, which shall be substantially in

1 the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*,
2 preliminarily approve the Settlement, set the date for the Settlement Hearing, approve
3 the form of notice, and prescribe the method for giving notice of the Settlement to the
4 Class.

5 36. Defendants, to the extent they have not already done so, shall use their
6 reasonable efforts to obtain and provide to Lead Counsel, or the Claims Administrator,
7 at no cost, as soon as practicable after entry of the Preliminary Approval Order, records
8 from Tattooed Chef's transfer agents in electronic searchable form, to the extent readily
9 available, showing the names and addresses of Persons who purchased or otherwise
10 acquired Tattooed Chef common stock during the Settlement Class Period as well as a
11 list of the record owners during the Class Period.

12 TERMS OF THE JUDGMENT

13 37. If the Settlement contemplated by this Stipulation is approved by the Court,
14 Lead Counsel shall request that the Court enter a Judgment substantially in the form
15 annexed hereto as Exhibit B.

16 EFFECTIVE DATE OF SETTLEMENT

17 38. The Effective Date of this Settlement shall be the first business day on
18 which all of the following shall have occurred or been waived:

19 (a) entry of the Preliminary Approval Order, which shall be in all
20 material respects substantially in the form set forth in Exhibit A annexed hereto;

21 (b) payment of the Settlement Amount into the Escrow Account
22 pursuant to ¶ 6;

23 (c) approval by the Court of the Settlement, following notice to the
24 Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal
25 Rules of Civil Procedure; and

26 (d) a Judgment, which shall be in all material respects substantially in
27 the form set forth in Exhibit B annexed hereto, has been entered by the Court and has
28 become Final; or in the event that an Alternative Judgment has been entered, the

1 Alternative Judgment has become Final.

2 **WAIVER OR TERMINATION**

3 39. Defendants and Lead Plaintiffs shall each have the right to terminate the
4 Settlement and the Stipulation by providing written notice of their election to do so
5 (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14)
6 calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order
7 in any material respect and the Parties’ failure, following a good-faith meet and confer
8 process overseen by the Mediator, to agree on any modifications or amendments to the
9 Stipulation or other papers to address any issues identified by the Court in its order
10 denying preliminary approval of the Settlement; (ii) the Court’s Final refusal to approve
11 this Stipulation or any material part of it; (iii) the Court’s Final refusal to enter the
12 Judgment in any material respect, unless Defendants and Lead Plaintiffs each, in their
13 sole and unfettered discretion, consent to entry of an Alternative Judgment; or (iv) the
14 date upon which the Judgment or Alternative Judgment is modified, vacated or reversed
15 in any material respect by a Final order of the Court, the United States Court of Appeals
16 for the Ninth Circuit, or the Supreme Court of the United States (including following
17 any proceedings on remand). For the avoidance of doubt, Lead Plaintiffs shall not have
18 the right to terminate the Settlement due to any decision, ruling, or order relating to either
19 the Fee and Expense Application or any plan of allocation. For the further avoidance of
20 doubt, Defendants shall deem any decision, ruling, or order that purports to limit the
21 scope of the Released Plaintiffs’ Claims or the Released Defendant Parties to constitute
22 a material change for purposes of the foregoing.

23 40. In addition to the foregoing, Defendants shall also have the right to
24 terminate the Settlement in the event the Termination Threshold (defined below) has
25 been reached.

26 41. Simultaneously herewith, Defendants’ Counsel and Lead Counsel are
27 executing a confidential Supplemental Agreement Regarding Requests for Exclusion
28 (“Supplemental Agreement”). The Supplemental Agreement sets forth certain

1 conditions under which Defendants shall have the sole option to terminate the Settlement
2 and render this Stipulation null and void in the event that requests for exclusion from the
3 Settlement Class exceed certain agreed-upon criteria (the “Termination Threshold”).
4 The Parties agree to maintain the confidentiality of the Supplemental Agreement, which
5 shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise
6 ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed
7 unless ordered by the Court. If submission of the Supplemental Agreement to the Court
8 is required for resolution of a dispute or is otherwise ordered by the Court, the Parties
9 will use their best efforts to have the Supplemental Agreement submitted to the Court *in*
10 *camera* or under seal. In the event of a termination of the Settlement pursuant to the
11 Supplemental Agreement, this Stipulation shall become null and void and of no further
12 force and effect, with the exception of the provisions of ¶¶47-49 which shall continue to
13 apply.

14 42. The Preliminary Approval Order, attached hereto as Exhibit A, shall
15 provide that requests for exclusion shall be received no later than twenty-one (21)
16 calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion
17 pursuant to the Notice, Lead Counsel shall promptly, and in no event no later than three
18 (3) calendar days after receiving a request for exclusion or fifteen (15) calendar days
19 prior to the Settlement Hearing, whichever is earlier, notify Defendants’ Counsel of such
20 requests for exclusion, or written retraction of a request for exclusion, and provide copies
21 of such requests for exclusion or retraction and any documentation accompanying it by
22 email.

23 43. In addition to all of the rights and remedies that Lead Plaintiffs have under
24 the terms of this Stipulation, Lead Plaintiffs shall also have the right (which must be
25 exercised by them unanimously) to terminate the Settlement (with the exception of the
26 provisions of ¶¶47-49, which shall continue to apply) in the event that (i) the Settlement
27 Amount has not been paid in the time period provided for in ¶6 above, but only if Lead
28 Plaintiffs have first provided written notice of the election to terminate to all other Parties

1 and, thereafter, there is a failure to pay the Settlement Amount within fourteen (14)
2 calendar days of such written notice.

3 44. If, before the Settlement becomes Final, any Defendant files for protection
4 under the Bankruptcy Code or any similar law, or a trustee, receiver, conservator, or
5 other fiduciary is appointed under the Bankruptcy Code, or any similar law, and in the
6 event of the entry of a Final order of a court of competent jurisdiction determining the
7 transfer of money or any portion thereof to the Settlement Fund by or on behalf of such
8 Defendant to be a preference, voidable transfer, fraudulent transfer, or similar
9 transaction and any portion thereof is required to be returned, and such amount is not
10 deposited into the Settlement Fund by others within fourteen (14) calendar days of
11 receipt of written notice of such requirement from Lead Plaintiffs, then, at the election
12 of Lead Plaintiffs (which must be exercised by them unanimously), the Parties shall
13 jointly move the Court to vacate and set aside the release given and the Judgment or
14 Alternative Judgment entered in favor of that Defendant or all Defendants, as the case
15 may be, and that Defendant or all Defendants, as the case may be, Lead Plaintiffs and
16 the members of the Settlement Class shall be restored to their litigation positions as of
17 January 5, 2026 (with the exception of the provisions of ¶¶47-49, which shall continue
18 to apply). All releases and the Judgment or Alternative Judgment as to other Defendants
19 shall remain unaffected.

20 45. Defendants warrant, as to the payments they make as to themselves and the
21 payments made on their behalf, pursuant to this Stipulation that, at the time of such
22 payment, they will not be insolvent, nor will payment render them insolvent, within the
23 meaning of and/or for the purposes of the United States Bankruptcy Code, including
24 Sections 101 and 547 thereof.

25 46. If an option to withdraw from and terminate this Stipulation and Settlement
26 arises under any of ¶¶39-41, 43-44 above: (i) neither Defendants nor Lead Plaintiffs (as
27 the case may be) will be required for any reason or under any circumstance to exercise
28 that option; and (ii) any exercise of that option shall be made in good faith, but in the

1 sole and unfettered discretion of Defendants or Lead Plaintiffs, as applicable.

2 47. With the exception of the provisions of this ¶47 and ¶¶48-49, which shall
3 survive termination of this Settlement and continue to apply, in the event the Settlement
4 is terminated as set forth herein or cannot or does not become effective for any reason,
5 then: (i) this Stipulation and the Settlement shall be without prejudice, and none of its
6 terms or the provisions in the Stipulation shall be effective or enforceable except as
7 otherwise specifically provided herein; (ii) the Parties shall be deemed to have reverted
8 to their respective litigation positions in the Action as of January 5, 2026 ; and (iii) except
9 as specifically provided herein, the Parties shall proceed in all respects as if this
10 Stipulation had not been executed and any related proceedings had not occurred and any
11 related order had not been entered. In such event, this Stipulation, and any aspect of the
12 documents (including the Term Sheet) or any papers or proceedings in connection
13 herewith, discussions or negotiations leading to this Stipulation, shall not be offered or
14 admissible in this Action and shall not be used against or to the prejudice of Defendants
15 or against or to the prejudice of Lead Plaintiffs, in any court proceedings, filing,
16 deposition, trial, or otherwise.

17 48. In the event the Settlement is terminated, as provided herein, or fails to
18 become effective, any portion of the Settlement Amount previously paid into the Escrow
19 Account, together with any earnings thereon, less any Taxes paid or due, less Notice and
20 Administration Expenses actually incurred and paid or payable from the Settlement
21 Amount, shall be returned to the Person(s) that made the deposit(s) within thirty (30)
22 calendar days after written notification of such event in accordance with instructions
23 provided by Defendants' Counsel to Lead Counsel. At the request of Defendants'
24 Counsel, the Escrow Agent or their designees shall apply for any tax refund owed or
25 obtainable on or with respect to the amounts deposited in the Escrow Account and shall
26 pay the proceeds, after any deduction of any fees or expenses incurred in connection
27 with such application(s), of such refund to the Person(s) that made the deposits or as
28 otherwise directed.

NO ADMISSION

1
2 49. Except as set forth in ¶50 below, this Stipulation and Settlement, whether
3 or not consummated or Final, and whether or not approved by the Court, and any
4 discussion, negotiation, proceeding, or agreement relating to the mediation, the
5 Stipulation, the Settlement, the Supplemental Agreement, and any matter arising in
6 connection with settlement discussions or negotiations, proceedings, or agreements
7 (including the Term Sheet), shall not be offered or received against or to the prejudice
8 of the Parties or their respective counsel for any purpose other than to enforce the terms
9 hereof, and in particular, but without limitation:

10 (a) do not constitute, and shall not be offered or received against or to
11 the prejudice of any of the Defendants or the Released Defendant Parties as evidence of,
12 or construed as, or deemed to be evidence of, or any presumption, concession, or
13 admission by any of the Defendants or the Released Defendant Parties with respect to
14 the truth of any allegation by Lead Plaintiffs and the Settlement Class, or the validity of
15 any claim that has been or could have been asserted in the Action or in any litigation,
16 including but not limited to the Released Plaintiffs' Claims, or of any liability, damages,
17 negligence, fault, or wrongdoing of any of Defendants, Released Defendant Parties, or
18 any person or entity whatsoever;

19 (b) do not constitute, and shall not be offered or received against or to
20 the prejudice of any of the Defendants or the Released Defendant Parties as evidence, or
21 a presumption, concession, or admission of any fault, misrepresentation, or omission
22 with respect to any statement or written document approved or made by Defendants or
23 the Released Defendant Parties, or against or to the prejudice of Lead Plaintiffs, or any
24 other member of the Settlement Class as evidence of any infirmity in the claims of Lead
25 Plaintiffs, or the other members of the Settlement Class;

26 (c) do not constitute, and shall not be offered or received against or to
27 the prejudice of any of the Defendants or Released Defendant Parties, Lead Plaintiffs,
28 any other member of the Settlement Class, or their respective counsel, as evidence of, or

1 a presumption, concession, or admission with respect to any liability, damages,
2 negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason
3 against or to the prejudice of any of the Defendants or Released Defendant Parties, Lead
4 Plaintiffs, other members of the Settlement Class, or their respective counsel, in any
5 other civil, criminal, or administrative action or proceeding, other than as may be
6 necessary to effectuate the provisions of this Stipulation;

7 (d) do not constitute, and shall not be construed against any of the
8 Defendants or Released Defendant Parties, Lead Plaintiffs, or any other member of the
9 Settlement Class, as an admission or concession that the consideration to be given
10 hereunder represents the amount that could be or would have been recovered after trial;
11 and

12 (e) do not constitute, and shall not be construed as or received as
13 evidence of or as an admission, concession, or presumption against Lead Plaintiffs, or
14 any other member of the Settlement Class, that any of their claims are without merit or
15 infirm or that damages recoverable under the Complaint would not have exceeded the
16 Settlement Amount.

17 50. Notwithstanding ¶49 above, the Parties, and any Released Party, and their
18 respective counsel, may file and rely upon this Stipulation and/or the Judgment or
19 Alternative Judgment in any action or other proceeding that may be brought by or against
20 them, or as to any claim or argument asserted by or against them, in order to support a
21 defense, argument, claim, or counterclaim based on principles of *res judicata*, collateral
22 estoppel, release, statute of limitations, statute of repose, good-faith settlement,
23 judgment bar, or reduction, or any theory of claim preclusion or issue preclusion or
24 similar defense, argument, claim, or counterclaim, or to effectuate any liability
25 protection granted them or under any applicable insurance policy. The Parties may file
26 this Stipulation and/or the Judgment or Alternative Judgment in any action that may be
27 brought to enforce the terms of this Stipulation and/or the Judgment or Alternative
28 Judgment. All Parties submit to the jurisdiction of the Court for purposes of

1 implementing and enforcing the Settlement.

2 **MISCELLANEOUS PROVISIONS**

3 51. Nothing contained herein shall bar the Parties from bringing any action or
4 claim to enforce the terms of this Stipulation, the Judgment, or the Alternative Judgment.

5 52. All of the exhibits to the Stipulation (except any plan of allocation to the
6 extent incorporated in those exhibits), and the Supplemental Agreement, are material
7 and integral parts hereof and are fully incorporated herein by this reference.

8 53. The Parties intend this Stipulation and the Settlement to be the full, final,
9 and complete resolution of all claims asserted or that could have been asserted by the
10 Parties and any other member of the Settlement Class with respect to the Released
11 Plaintiffs' Claims and Released Defendants' Claims. Accordingly, the Parties agree not
12 to assert in any forum that the Action was brought, prosecuted, or defended in bad faith
13 or without a reasonable basis. The Parties and their respective counsel agree that each
14 has complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection
15 with the maintenance, prosecution, defense, and settlement of the Action and shall not
16 make any application for sanctions, pursuant to Rule 11 or other court rule or statute,
17 with respect to any claim or defense in this Action. The Parties agree that the amount
18 paid and the other terms of the Settlement were negotiated at arm's-length and in good
19 faith by the Parties and their respective counsel, including through a mediation process,
20 and reflect a settlement that was reached voluntarily based upon adequate information
21 and after consultation with experienced legal counsel.

22 54. In all events, Lead Plaintiffs and their counsel and Defendants and their
23 counsel shall, in good faith, communicate the terms of the Settlement in a manner that
24 is consistent with the fact that no adjudication of fault was made by the Court or a jury,
25 and shall not otherwise suggest that the Settlement constitutes an admission or other
26 evidence of any claim or defense alleged or of any other wrongdoing by any person.

27 55. This Stipulation, along with its exhibits and the Supplemental Agreement,
28 may not be modified or amended, nor may any of its or their provisions be waived,

1 except by a writing signed on behalf of both Lead Plaintiffs and Defendants (or their
2 successors-in-interest), who would be materially and adversely affected by the
3 modification, amendment, or waiver, by counsel for the Parties hereto.

4 56. The headings herein are used for the purpose of convenience only and are
5 not meant to have legal effect.

6 57. The administration and consummation of the Settlement as embodied in
7 this Stipulation shall be under the authority of the Court, and the Court shall retain
8 jurisdiction for the purpose of entering orders providing for awards of attorneys' fees
9 and Litigation Expenses, and implementing and enforcing the terms of this Stipulation
10 and the Judgment or Alternative Judgment.

11 58. The waiver by any Party of any breach of this Stipulation by any other Party
12 shall not be deemed a waiver of any other prior or subsequent breach by that or any other
13 Party of this Stipulation.

14 59. This Stipulation, its exhibits, and the Supplemental Agreement constitute
15 the entire agreement among the Parties concerning the Settlement and this Stipulation
16 and its exhibits supersede any prior or contemporaneous written or oral agreements,
17 statements, or understandings between the Parties. No representation, warranty, or
18 inducement has been made by any Party concerning this Stipulation and its exhibits other
19 than those contained and memorialized in such documents, and the existence and
20 materiality of and reliance upon any such other representation, warranty, or inducement
21 are hereby disclaimed by all Parties.

22 60. Nothing in the Stipulation, or the negotiations relating thereto, is intended
23 to or shall be deemed to constitute a waiver of any applicable privilege or immunity,
24 including, without limitation, attorney-client privilege, joint defense privilege, work
25 product protection, or mediation privilege.

26 61. Without further order of the Court, the Parties may agree to reasonable
27 extensions of time to carry out any of the provisions of this Stipulation.

28 62. All designations and agreements made, or orders entered during the course

1 of the Action relating to the confidentiality of documents or information shall survive
2 this Stipulation and entry of the Judgment or Alternative Judgment.

3 63. This Stipulation may be executed in one or more counterparts but no party
4 shall be bound unless and until it has been executed and delivered by all Parties. All
5 executed counterparts and each of them shall be deemed to be one and the same
6 instrument. Signatures sent by facsimile or via e-mail in pdf format, or via DocuSign,
7 shall be deemed originals.

8 64. The Released Parties who do not appear on the signature lines below are
9 acknowledged and agreed to be third-party beneficiaries with respect to the releases in
10 this Stipulation and Settlement.

11 65. This Stipulation shall be binding when signed and delivered by all Parties,
12 but the Settlement shall be effective only upon the entry of the Judgment or Alternative
13 Judgment and the payment in full of the Settlement Amount, and subject only to the
14 condition that the Effective Date will have occurred.

15 66. This Stipulation shall be binding upon, and inure to the benefit of, the
16 successors and assigns of the Parties and of all Released Parties.

17 67. The construction, interpretation, operation, effect, and validity of this
18 Stipulation, including the Supplemental Agreement, and all documents necessary to
19 effectuate the Settlement, shall be governed by the laws of the State of California without
20 regard to conflicts of laws, except to the extent that federal law requires that federal law
21 govern.

22 68. This Stipulation shall not be construed more strictly against one Party than
23 another merely by virtue of the fact that it, or any part of it, may have been prepared by
24 counsel for one of the Parties, it being recognized that it is the result of arm's-length
25 negotiations among the Parties, and all Parties have contributed substantially and
26 materially to the preparation of this Stipulation.

27 69. All counsel and any other person executing this Stipulation and any of the
28 exhibits hereto, or any related Settlement document, warrant and represent that they have

1 the full authority to do so, and that they have the authority to take appropriate action
2 required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

3 70. The Parties and their respective counsel agree to cooperate fully with one
4 another in promptly applying for preliminary approval by the Court of the Settlement
5 and for the scheduling of a hearing for consideration of Final approval of the Settlement
6 and entry of the Judgment, and approval of the Plan of Allocation and Lead Counsel's
7 Fee and Expense Application, and to agree promptly upon and execute all such other
8 documentation as reasonably may be required to obtain Final approval by the Court of
9 the Settlement.

10 71. If any Party is required to give notice to another Party under this
11 Stipulation, such notice shall be in writing and shall be deemed to have been duly given
12 upon receipt of hand delivery or email transmission, with confirmation of receipt.
13 Notices shall be provided as follows:

14
15 If to Lead Plaintiffs: Bottini & Bottini, Inc.
16 Attn: Francis A. Bottini, Jr.
17 7817 Ivanhoe Avenue, Suite 102
18 La Jolla, California 92037
19 Telephone: (858) 914-2001
fbottini@bottinilaw.com

20 If to Defendants: Gibson, Dunn & Crutcher LLP
21 Attn: Craig Varnen
22 333 South Grand Avenue,
23 Los Angeles, CA 90071
24 Telephone: (213) 229-7922
cvarnen@gibsondunn.com

25 72. Except as otherwise provided herein, each Party shall bear its own costs.
26
27
28

1 **IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be
2 executed, by their duly authorized attorneys, as of April 3, 2026.

3
4
5 DATED: April 3, 2026


BOTTINI & BOTTINI, INC.

6 By: 
7 Francis A. Bottini, Jr.

8 *Attorneys for Lead Plaintiffs JOHN*
9 *HANCOCK, SHASHANK BAGUL,*
10 *JOHN SPADARO, MUSTAPHA*
11 *HOTAIT, and MARCO STARACE*

12
13
14 DATED: April 3, 2026

GIBSON, DUNN & CRUTCHER LLP

15 By: 
16 Craig Varnen
17 Allison Kostecka
18 Brian Yang

19 *Attorneys for Defendants SALVATORE*
20 *GALLETTI, STEPHANIE DIECKMANN,*
21 *and SARAH GALLETTI*

Local Rule 5-4.3.4 Attestation

I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 3, 2026

/s/ Francis A. Bottini, Jr.
Francis A. Bottini, Jr.

Attorneys for Lead Plaintiffs JOHN HANCOCK, SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA HOTAIT, and MARCO STARACE

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
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. 2:22-cv-09311-GW-E

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING
FOR NOTICE**

EXHIBIT A

19
20
21
22
23
24
25
26
27
28

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, and
10 were allegedly damaged thereby”¹;

11 NOW, THEREFORE, IT IS HEREBY ORDERED, this __th day of _____,
12 2026, that:

13 1. The Court preliminarily finds that:

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

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

19 (c) the Settlement Class is certified solely for purposes of this 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 _____, 2026, at 9:00 a.m., for the following purposes:

23 _____
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 and their families; (ii) the officers and directors of the Company, at all
27 relevant times; (iii) members of the immediate families of the individuals identified in
28 “(i)” and “(ii)” and 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

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"), annexed hereto as Exhibits A-1, A-2, A-3, and A-4, respectively.

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

27 (a) The Claims Administrator shall commence mailing the Postcard
28 Notice, substantially in the form annexed hereto as Exhibit A-1, by First-Class Mail,

1 postage prepaid, on _____, 2026 (the “Notice Date”), to all Settlement Class Members
2 who can be identified with reasonable effort and to post the Notice on the Settlement
3 website.

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

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

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

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

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

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

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

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

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

28 10. The Court will consider objections to the Settlement, the Plan of Allocation,

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

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

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

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

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

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

12 16. If any specified condition to the Settlement set forth in the Stipulation is
13 not satisfied and Plaintiffs or Defendants elect to terminate the Settlement then, in any
14 such event, the Stipulation, including any amendment(s) thereof, shall be null and void.

15 17. The Court may adjourn or continue the Final Approval Hearing without
16 further written notice.

17 18. The Court will consider all further matters arising out of or connected with
18 the Settlement. The Court may approve the Settlement, with such modifications as may
19 be agreed by the Parties, if appropriate, without further notice to the Settlement Class.

20 19.

21 IT IS SO ORDERED.

22
23 DATED: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
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. 2:22-cv-09311-GW-E

POSTCARD NOTICE

EXHIBIT A-1

Court-Ordered Legal Notice

Forwarding Service Requested

*Important Notice about a Securities
Class Action Settlement*

*You may be entitled to a payment.
This Notice may affect your legal
rights.*

Please read it carefully.

Tattooed Chef Securities
Settlement
c/o Epiq
P.O. Box 2299
Portland, OR 97208-2299

Case No. 2:22-cv-09311-GW-E

Case Pending in the United States District Court for the
Central District of California

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.

PLEASE VISIT WWW.TATTOOEDCHEFSECURITIESSETTLEMENT.COM FOR MORE INFORMATION.

There has been a proposed Settlement of claims that Tattooed Chef, Inc. (“Tattooed Chef”) and certain officers and directors of Tattooed Chef violated federal securities laws by disseminating materially false and misleading information to investors about Tattooed Chef’s business prospects. Defendants deny any wrongdoing.

You have received this Postcard Notice because you or someone in your family may have: (i) purchased or otherwise acquired public shares in Tattooed Chef between December 15, 2020 through November 28, 2022, inclusive.

Defendants have agreed to pay a Settlement Amount of \$4,750,000. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys’ fees and expenses, notice and administration costs, any award issued to Lead Plaintiffs, and taxes, is to be divided among all Settlement Class Members who submit a valid Claim Form, in exchange for the settlement of this case and the Releases by Settlement Class Members of claims related to this case. **For all details of the Settlement, read the Stipulation and full Notice, available at www.TattooedChefSecuritiesSettlement.com.**

To qualify for payment, you must submit a Claim Form. The Claim Form can be found on the website www.TattooedChefSecuritiesSettlement.com, or will be mailed to you upon request to the Claims Administrator (1-877-____). **Claim Forms must be postmarked by _____, 2026.** If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, 2026, or you will not be able to sue the Defendants about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you want to object to the Settlement, you may file an objection by _____, 2026. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

The Court will hold a hearing in this case on _____, 2026, to consider whether to approve the Settlement and a request by the lawyers representing the Settlement Class for up to 28% of the Settlement Fund in attorneys’ fees, plus actual expenses up to \$450,000, for litigating the case and negotiating the Settlement, and to consider whether to approve reimbursement of Lead Plaintiffs’ costs and expenses related to their representation of the Class. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll-free 1-877-____ or visit the website www.TattooedChefSecuritiesSettlement.com and read the detailed Notice.

Your Options: You can file a claim, object to the Settlement, exclude yourself from the Settlement Class, or do nothing. Unless you exclude yourself from the Settlement Class, you will be bound by the Settlement and you will release any claims you may have against the Released Parties. More information, including how to object or exclude yourself, is contained in the Notice and the Claim Form.

Deadlines: Claims must be filed by _____, 2026; Settlement objections must be received by _____, 2026; requests for exclusion from the Settlement Class must be received by _____, 2026, and the Court’s Settlement Hearing on final approval of the Settlement is scheduled for _____, 2026.

Lead Plaintiffs’ Counsels’ Representative: The Claims Administrator, Epiq, is available to answer questions concerning the Settlement or any matter contained in the Notice. You may contact the Claims Administrator by calling 1-877-____, emailing info@TattooedChefSecuritiesSettlement.com, or writing to: Tattooed Chef Securities Settlement, c/o Epiq, PO Box 2299, Portland, OR 97208-2299.

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
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. 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.¹**

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

¹“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.

1 **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.

6
7 **POTENTIAL OUTCOME OF THE CASE**

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

21
22 **REASONS FOR SETTLEMENT**

23 The Court has not reached any final decisions in connection with Plaintiffs' claims
24 against Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement,
25 which was reached with the substantial assistance of David Murphy of Phillips ADR, a
26 highly experienced mediator of complex class actions. In reaching the Settlement, the
27 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,² 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

27 _____
28 ² “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
- 14 b. sold from October 13, 2022 through November 28, 2022, the claim per TTCF
15 share is the lesser of:
- 16 i. the difference between \$4.49 per TTCF share³ minus the sales price per
17 TTCF share, or
- 18 ii. the difference between the purchase price per TTCF share minus the sales
19 price per TTCF share;
- 20
- 21 c. sold from November 29, 2022 through February 24, 2023⁴, the claim per TTCF
22 share is the lesser of:
- 23
- 24
- 25

26 _____
³ The \$4.49 per TTCF share represents TTCF's closing price on October 12, 2022.

27 ⁴ 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 share⁵, 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 share⁶.
- 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 ⁵ 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 ⁶ 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. 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. 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

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
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. 2:22-cv-09311-GW-E

SUMMARY NOTICE

EXHIBIT A-3

1 **SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION AND**
2 **PROPOSED SETTLEMENT; (II) MOTION FOR AWARDS OF**
3 **ATTORNEYS' FEES AND LITIGATION EXPENSES; AND (III)**
4 **SETTLEMENT HEARINGS**

5 **TO: (i) All persons and entities who purchased or otherwise acquired Tattooed**
6 **Chef common stock between December 15, 2020 through November 28, 2022,**
7 **inclusive, and were damaged thereby (the "Settlement Class").** Certain
8 persons and entities are excluded from the Settlement Class as set forth in detail
9 in the settlement agreements for the Action and the Notice described below.

10 **PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE**
11 **AFFECTED BY A PENDING CLASS ACTION LAWSUIT**

12 **YOU ARE HEREBY NOTIFIED**, pursuant to Rule 23 of the Federal Rules of
13 Civil Procedure, and an Order of the United States District Court for the Central District
14 of California, that a lawsuit captioned *Mihaylov v. Tattooed Chef*, Case No. 2:22-cv-
15 09311-GW-E (C.D. Cal.) (the "Action") has been certified as a class action for purposes
16 of the settlement.

17 The parties to the Action have reached a proposed settlement ("Settlement") in
18 the amount of \$4,750,000 in cash. If approved, the Settlement will resolve all claims in
19 the Action. A hearing will be held in the Action on _____, 2026 at ____:____.m.,
20 before the Honorable George H. Wu at the United States District Court, First Street
21 Courthouse, 350 W. 1st Street, Courtroom 9D, 9th Floor, Los Angeles, California (the
22 "Court"), to determine whether: (i) the Settlement should be approved as fair,
23 reasonable, and adequate; (ii) the Action should be dismissed with prejudice against
24 Defendants, and the releases specified and described in the settlement agreement (and
25 in the Notice described below) should be entered; (iii) the proposed Plan of Allocation
26 for the Settlement, should be approved as fair and reasonable; and (iv) counsel's
27 applications for awards of attorneys' fees and expenses should be approved.

28 **The Settlement will not become effective until the Settlement receives final**
approval from the Court, and has become final. If approved, the Settlement will
resolve all claims in the Action.

If you are a member of the Settlement Class, your rights will be affected by
the pending Action and the Settlement, and you may be entitled to share in the
settlement proceeds. This notice provides only a summary of the information contained
in the detailed Notice of (I) Pendency of Class Action and Proposed Settlement; (II)
Motion for an Award of Attorneys' Fees and Litigation Expenses; and (III) Settlement
Hearing ("Notice"). You may obtain a copy of both Notices, along with the Claim Form,
on the website for the Settlement, www._____.com. You may also obtain copies
of the detailed Notice and Claim Form by contacting the Claims Administrator at
Tattooed Chef Securities Settlement, c/o Epiq, PO Box 2299, Portland, OR 97208-2299;
1-800 _____; info@_____.com.

 If you are a member of the Settlement Class, in order to be eligible to receive a
payment under the proposed Settlements, you must submit a Claim Form **postmarked**
(if mailed), or online at www._____.com, no later than _____, 2026, in accordance
with the instructions set forth in the Claim Form. If you are a member of the Settlement
Class and do not submit a proper Claim Form, you will not be eligible to share in the

1 distribution of the net proceeds of the Settlement but you will nevertheless be bound by
2 any releases, judgments, or orders entered by the Court for the Action, respectively.

3 If you are a member of the Settlement Class and wish to exclude yourself from
4 the Settlement Class, you must submit a request for exclusion such that it is **received no**
5 **later than** 2026, in accordance with the instructions set forth in the detailed
6 Notice. If you properly exclude yourself from the Settlement Class, you will not be
7 bound by any releases, judgments, or orders entered by the Court for the Action, and
8 you will not be eligible to share in the net proceeds of the Settlement. Excluding yourself
9 is the only option that may allow you to be part of any other current or future lawsuit
10 against Defendants or any of the other released parties concerning the claims being
11 resolved by the Settlement. Please note, however, if you decide to exclude yourself, you
12 may be time-barred from asserting certain of the claims covered by the Action by a
13 statute of repose.

14 Any objections to the proposed Settlement, the proposed Plan of Allocation (as
15 contained in the Notice), and/or counsels' motions for attorneys' fees and expenses, must
16 be SUBMITTED **no later than** 2026, in accordance with the instructions set
17 forth in the detailed Notice.

18 **PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICES,**
19 **DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE.** All
20 questions about this notice, the settlement, or your eligibility to participate in the
21 Settlement should be directed to the counsel set forth below or the Claims Administrator.

22 Requests for the detailed Notice and Claim Form should be made to the Claims
23 Administrator:

24 *Tattooed Chef Securities Settlement*

25 c/o Epiq
26 PO Box 2299
27 Portland, OR 97208-2299
28 1-800-_____

info@_____.com

www._____.com

29 Inquiries, other than requests for the detailed Notice and Claim Form, may be
30 made to counsel as follows:

31 **Inquiries for the Settlement**
32 **should be directed to:**

33 Francis A. Bottini, Jr., Esq.
34 BOTTINI & BOTTINI, INC.
35 7817 Ivanhoe Ave., Suite 102
36 La Jolla, CA 92037
37 1-858-914-2001
38 fab@bottinilaw.com

39 DATED: _____, 2026

40 BY ORDER OF THE COURT
41 United States District Court
42 Central District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
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.
19
20
21
22
23
24
25
26
27
28

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

**PROOF OF CLAIM AND
RELEASE FORM**

EXHIBIT A-4

Tattooed Chef Securities Settlement
c/o Epiq
PO Box 2299
Portland, OR 97208-2299

Toll-Free Number: 1-_____
Email: info@_____.com
Website: www._____.com

PROOF OF CLAIM AND RELEASE FORM

In order to be potentially eligible to receive a share of the net settlement proceeds in connection with (i) the proposed settlement of the action entitled *Mihaylov v. Tattooed Chef*, Case No. 2:22-cv-09311-GW-E (C.D. Cal.) (the “Settlement”), you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the above address, or submit it online at www._____.com, postmarked (or received) no later than _____, 2026. Please submit only **ONE Claim Form**.

Failure to submit your Claim Form by the date specified above will subject your claim to rejection and may preclude you from being eligible to recover any money in connection with the proposed Settlement.

Do not mail or deliver your Claim Form to the Court, the Parties to the actions, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above, or online at www._____.com.

<u>TABLE OF CONTENTS</u>	<u>PAGE #</u>
PART I – GENERAL INSTRUCTIONS	2
PART II – CLAIMANT INFORMATION	7
PART III – SCHEDULE OF TRANSACTIONS IN TATTOOED CHEF INC. CLASS A COMMON STOCK (“TATTOOED CHEF COMMON STOCK”)	9
PART IV – RELEASE OF CLAIMS AND SIGNATURE	12
<u>PART I – GENERAL INSTRUCTIONS</u>	

It is important that you completely read and understand both: (i) the Notice of Pendency of Class Action and Proposed Settlement, including the proposed plans of allocation set forth therein (*i.e.*, the “Plan of Allocation.” The Notice is available for review and download on the website www._____.com. The Notice describes the proposed settlement, how Settlement Class members are affected by the settlement, and the manner in which the net settlement proceeds for the settlement will be distributed if the settlement and proposed plan of allocation receive final court approval. **The Notice also advises recipients that the Settlement will not become effective until the Settlement receives final approval from the court and has become final.** By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

1
2 1. This Claim Form is directed to **all persons and entities who purchased or**
3 **otherwise acquired Tattooed Chef Common Stock between December 15, 2020**
4 **through November 28, 2022, inclusive, and were damaged thereby** (the “Settlement
5 Class”). Certain persons and entities are excluded from the Settlement Class by
6 definition as forth in ¶ ___ of the Notice.

7 2. By submitting this Claim Form, you are making a request to share in the
8 proceeds of the Settlement described in the Notice. **IF YOU ARE NOT A MEMBER**
9 **OF THE SETTLEMENT CLASS, OR IF YOU SUBMITTED A REQUEST FOR**
10 **EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM**
11 **FORM AS YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN**
12 **THE SETTLEMENT. THUS, IF YOU EXCLUDED YOURSELF FROM THE**
13 **SETTLEMENT CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT**
14 **MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

15 3. **Submission of this Claim Form does not guarantee that you will share**
16 **in the proceeds of the Settlement. The distribution of the net settlement proceeds**
17 **will be governed by the Plans of Allocation for the Settlement as set forth in the**
18 **Notice, if it is approved by the Court, or by such other plan of allocation as the**
19 **Court approves.**

20 4. Use the Schedule of Transactions in Part III of this Claim Form to supply
21 all required details of your transaction(s) (including free transfers and deliveries) in and
22 holdings of Tattooed Chef Common Stock. On this schedule, please provide all of the
23 requested information with respect to your holdings, purchases, acquisitions, and sales
24 of Tattooed Chef Common Stock, whether such transactions resulted in a profit or a loss.
25 **Failure to report all transaction and holding information during the requested time**
26 **period may result in the rejection of your Claim.**

27 5. **Please note:** Only Tattooed Chef Common Stock purchased or otherwise
28 acquired between December 15, 2020 through November 28, 2022, inclusive, is
potentially eligible under the Settlement. However, with respect to the Plan of
Allocation, pursuant to the “90-Day Look-Back Period” (described in the Plan of
Allocation set forth in the Notice), your purchases and sales of Tattooed Chef Common
Stock during the period from November 29, 2022 through and including the close of
trading on February 24, 2023 will be used for purposes of calculating loss amounts for
the Settlement. Therefore, in order for the Claims Administrator to be able to calculate
your Claim, the requested sales or purchases and sales information during the 90-Day
Look-Back Period must also be provided. **Failure to report all transaction and**
holding information during the requested time periods may result in the rejection
of your Claim.

1 6. You are required to submit genuine and sufficient documentation for all of
2 your transactions in and holdings of Tattooed Chef Common Stock set forth in the
3 Schedule of Transactions in Part III of this Claim Form. Documentation may consist of
4 copies of brokerage confirmation slips or monthly brokerage account statements, or an
5 authorized statement from your broker containing the transactional and holding
6 information found in a broker confirmation slip or account statement. The Parties and
7 the Claims Administrator do not independently have information about your investments
8 in Tattooed Chef Common Stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR
9 POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR
10 EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY
11 THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM.
12 DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents
13 that you send to the Claims Administrator. Also, do not highlight any portion of
14 the Claim Form or any supporting documents.**

11 7. All joint beneficial owners each must sign this Claim Form and their names
12 must appear as “Claimants” in Part II of this Claim Form. The complete name(s) of the
13 beneficial owner(s) must be entered. If you purchased or otherwise acquired Tattooed
14 Chef Common Stock during the relevant time period and held the shares in your name,
15 you are the beneficial owner as well as the record owner. If you purchased or otherwise
16 acquired Tattooed Chef Common Stock during the relevant time period and the shares
17 were registered in the name of a third party, such as a nominee or brokerage firm, you
18 are the beneficial owner of these shares, but the third party is the record owner. The
19 beneficial owner, not the record owner, must sign this Claim Form.

18 8. **One Claim should be submitted for each separate legal entity.** Separate
19 Claim Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint
20 owners should not include separate transactions of just one of the joint owners, and an
21 individual should not combine his or her IRA transactions with transactions made solely
22 in the individual’s name). Conversely, a single Claim Form should be submitted on
23 behalf of one legal entity including all transactions made by that entity on one Claim
24 Form, no matter how many separate accounts that entity has (*e.g.*, a corporation with
25 multiple brokerage accounts should include all transactions made in all accounts on one
26 Claim Form).

24 9. Agents, executors, administrators, guardians, and trustees must complete
25 and sign the Claim Form on behalf of persons represented by them, and they must:

- 26 (a) expressly state the capacity in which they are acting;
27 (b) identify the name, account number, last four digits of the Social
28 Security Number (or Taxpayer Identification Number), address, and
 telephone number of the beneficial owner of the Tattooed Chef

1 Common Stock (or other person or entity on whose behalf they are
2 acting with respect to); and

- 3 (c) furnish herewith evidence of their authority to bind to the Claim
4 Form the person or entity on whose behalf they are acting.
5 (Authority to complete and sign a Claim Form cannot be established
6 by stockbrokers demonstrating only that they have discretionary
7 authority to trade securities in another person's accounts.)

8 10. If the Court approves the Settlement, payments to eligible Authorized
9 Claimants pursuant to the Plans of Allocation (or such other plans of allocation as the
10 Court may approve) will be made after any appeals are resolved, and after the
11 completion of all claims processing. The claims process will take substantial time to
12 complete fully and fairly. Please be patient.

13 11. **PLEASE NOTE:** As set forth in the Plans of Allocation, each Authorized
14 Claimant shall receive his, her, or its *pro rata* share of the net settlement proceeds.
15 Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant,
16 which will be the Authorized Claimant's Recognized Claim (calculated pursuant to the
17 Settlement Plan of Allocation) divided by the total Recognized Claims of all Authorized
18 Claimants (calculated pursuant to the Settlement Plan of Allocation), multiplied by the
19 total amount in the net settlement fund for the Settlement. If the prorated Distribution
20 Amount to any Authorized Claimant calculates to less than \$10.00, it will not be
21 included in the calculation and no distribution will be made to that Authorized Claimant.

22 12. If you have questions concerning the Claim Form, or need additional copies
23 of the Claim Form or copies of the Notices, you may contact the Claims Administrator,
24 Epiq, at the above address, by email at info@_____.com, or by toll-free phone at 1-
25 800-_____, or you can visit the website maintained by the Claims Administrator,
26 www._____.com, where copies of the Claim Form and Notices are available
27 for downloading.

28 13. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with
large numbers of transactions may request, or may be requested, to submit information
regarding their transactions in electronic files. To obtain the **mandatory** electronic filing
requirements and file layout, you may visit the website www._____, or
you may email the Claims Administrator's electronic filing department at
info@_____.com. **Any file that is not in accordance with the required
electronic filing format will be subject to rejection.** No electronic files will be
considered to have been properly submitted unless the Claims Administrator issues an
email to you to that effect. **Do not assume that your file has been received until you
receive this email. If you do not receive such an email within 10 days of your
submission, you should contact the Claims Administrator's electronic filing
department at info@_____.com to inquire about your file and confirm it was**

1 received.

2 **IMPORTANT PLEASE NOTE:**

3 **YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN**
4 **ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR**
5 **WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL**
6 **WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT**
7 **POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR**
8 **TOLL FREE AT 1-800-_____.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Trust
- Corporation
- Estate
- IRA/401K
- Other _____ (please specify)

**PART III – SCHEDULE OF TRANSACTIONS IN TATTOOED CHEF
COMMON STOCK**

Complete this Part III if and only if you purchased or otherwise acquired Tattooed Chef common stock between December 15, 2020 through November 28, 2022, inclusive. Please be sure to include proper documentation with your Claim Form as described in detail in Part I – General Instructions, ¶ 6, above. Do not include information regarding securities other than Tattooed Chef Common Stock.

1. PURCHASES/ACQUISITIONS FROM DECEMBER 15, 2020 THROUGH FEBRUARY 24, 2023, INCLUSIVE – Separately list each and every purchase/acquisition (including free receipts) of Tattooed Chef Common Stock after the opening of trading on December 15, 2020 through and including the close of trading on February 24, 2023. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding fees, taxes, and commissions)	Confirm Proof of Purchases/ Acquisitions Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>

2. SALES FROM DECEMBER 15, 2020 THROUGH FEBRUARY 24, 2023, INCLUSIVE – Separately list each and every sale/disposition (including free deliveries) of Tattooed Chef Common Stock from December 15, 2020 through and including the close of trading on February 24, 2023. (Must be documented.)

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding fees, taxes, and commissions)	Confirm Proof of Sales Enclosed	IF NONE, CHECK HERE <input type="radio"/>
/ /		\$	\$	<input type="radio"/>	
/ /		\$	\$	<input type="radio"/>	
/ /		\$	\$	<input type="radio"/>	
/ /		\$	\$	<input type="radio"/>	
/ /		\$	\$	<input type="radio"/>	

3. **HOLDINGS AS OF DECEMBER 14, 2020:** State the total number of shares of Tattooed Chef Common Stock held as of December 14, 2020. (Must be documented.) If none, write "zero" or "0."
3 _____
4
4. **HOLDINGS AS OF FEBRUARY 24, 2023** – State the total number of shares of Tattooed Chef Common Stock held as of the close of trading on February 24, 2023. (Must be documented.) If none, write "zero" or "0."
6 _____
7

Confirm Proof
of Holding
Position
Enclosed
○

8 **IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH**
9 **EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER'S**
10 **FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER**
11 **IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH**
12 **EXTRA SCHEDULES, CHECK THIS BOX**
12

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 agree(s) to the determination by the Court(s) of the validity or amount of this Claim
2 and waives any right of appeal or review with respect to such determination;

3 9. that I (we) acknowledge that the claimant(s) will be bound by and subject
4 to the terms of any judgment(s) that may be entered in the actions; and

5 10. that the claimant(s) is (are) NOT subject to backup withholding under the
6 provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the
7 claimant(s) is (are) exempt from backup withholding or (b) the claimant(s) has (have)
8 not been notified by the IRS that he/she/it/they is (are) subject to backup withholding
9 as a result of a failure to report all interest or dividends or (c) the IRS has notified the
10 claimant(s) that he/she/it/they is (are) no longer subject to backup withholding. **If the
11 IRS has notified the claimant(s) that he/she/it/they is (are) subject to backup
12 withholding, please strike out the language in the preceding sentence indicating
13 that the claim is not subject to backup withholding in the certification above.**

14 UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE
15 INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE,
16 CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED
17 HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT
18 TO BE.

19 _____
20 Signature of claimant
21 Date

22 _____
23 Print claimant name here

24 _____
25 Signature of joint claimant, if any
26 Date

27 _____
28 Print joint claimant name here

29 *If the claimant is other than an individual, or is not the person completing this form,
30 the following also must be provided:*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Signature of person signing on behalf of claimant
Date

Print name of person signing on behalf of claimant here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶ 9 on page ___ of this Claim Form.)

1 **REMINDER CHECKLIST**

- 2 1. Sign the above release and certification. If this Claim Form is being made on behalf
3 of joint claimants, then both must sign.
- 4 2. Attach only **copies** of acceptable supporting documentation as these documents will
5 not be returned to you.
- 6 3. Do not highlight any portion of the Claim Form or any supporting documents.
- 7 4. Keep copies of the completed Claim Form and any supporting documentation for
8 your own records.
- 9 5. The Claims Administrator will acknowledge receipt of your Claim Form by mail,
10 within 60 days. Your claim is not deemed filed until you receive an
11 acknowledgement postcard. **If you do not receive an acknowledgement postcard**
12 **within 60 days, please call the Claims Administrator toll-free at 1-800-_____.**
- 13 6. If your address changes in the future, you must send the Claims Administrator written
14 notification of your new address. If you change your name, inform the Claims
15 Administrator.
- 16 7. If you have any questions or concerns regarding your Claim, please contact the
17 Claims Administrator at the address below, by email at _____ .com, or by toll-
18 free phone at _____ or you may visit www._____.com. **DO NOT** call
19 the Court, Defendants, or Defendants' Counsel with questions regarding your claim.

20 THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY
21 FIRST-CLASS MAIL, OR SUBMITTED ONLINE VIA THE WEBSITE
22 WWW._____.COM, **POSTMARKED (OR RECEIVED) NO LATER**
23 **THAN _____, 2026.** IF MAILED, THE CLAIM FORM SHOULD BE
24 ADDRESSED AS FOLLOWS:

25 *Tattooed Chef Securities Settlement*
26 **c/o Epiq**
27 **PO Box 2299**
28 **Portland, OR 97208-2299**

29 If mailed, a Claim Form received by the Claims Administrator shall be deemed to
30 have been submitted when posted, if a postmark date on or before _____, 2026, is
31 indicated on the envelope and it is mailed First Class, and addressed in accordance with
32 the above instructions. In all other cases, a Claim Form shall be deemed to have been
33 submitted when actually received by the Claims Administrator.

34 You should be aware that it will take a significant amount of time to fully process
35 all of the Claim Forms. Please be patient and notify the Claims Administrator of any
36 change of address.

1 BOTTINI & BOTTINI, INC.
Francis A. Bottini, Jr. (SBN 175783)
2 fbottini@bottinilaw.com
Aaron P. Arnzen (SBN 218272)
3 aarnzen@bottinilaw.com
7817 Ivanhoe Avenue, Suite 102
4 La Jolla, California 92037
Telephone: (858) 914-2001
5 Facsimile: (858) 914-2002

6 *Attorneys for Lead Plaintiffs JOHN HANCOCK,*
SHASHANK BAGUL, JOHN SPADARO, MUSTAPHA
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. 2:22-cv-09311-GW-E

**[PROPOSED] JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

EXHIBIT B

19
20
21
22
23
24
25
26
27
28

1 WHEREAS, the Court is advised that the Parties, through their counsel, have
2 agreed, subject to Court approval following notice to the Settlement Class and hearing,
3 to settle the Action upon the terms and conditions set forth in the Stipulation and
4 Agreement of Settlement dated April 3, 2026 (the “Stipulation”), which was filed with
5 the Court; and

6 WHEREAS, on _____, 2026, the Court entered its Order Preliminarily
7 Approving Settlement and Providing for Notice, which preliminarily approved the
8 Settlement, and approved the form and manner of notice to the Settlement Class of the
9 Settlement, and said notice has been made, and the fairness hearing having been held;
10 and

11 NOW, THEREFORE, based on the Stipulation and all of the filings, records and
12 proceedings herein, and it appearing to the Court upon examination that the Settlement
13 set forth in the Stipulation is fair, reasonable and adequate, and upon a Final Approval
14 Hearing having been held after notice to the Settlement Class of the Settlement to
15 determine if the Settlement is fair, reasonable, and adequate and whether the Judgment
16 should be entered in this Action;
17

18 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

19 A. The provisions of the Stipulation, including definitions of the terms used
20 therein, are hereby incorporated by reference as though fully set forth herein.

21 B. The parties have consented to the Court’s jurisdiction for purposes of this
22 settlement, and the Court has jurisdiction of the subject matter of this Action and over
23 all members of the Settlement Class.

24 C. With respect to the Settlement Class, and solely for the purposes of this
25 settlement, the Court finds that:

- 26 (i.) The parties have agreed for purposes of this settlement only that the
27 members of the Settlement Class are so numerous that their joinder
28 in the Action is impracticable;

- 1 (ii.) The parties have agreed for purposes of this settlement only that the
2 Settlement Class is ascertainable because members of the Settlement
3 Class share common characteristics that are sufficient for persons to
4 determine whether they are members of the Settlement Class;
- 5 (iii.) There are questions of law and fact common to the Settlement Class.
6 Those questions include whether the Defendants violated the
7 Securities Act of 1934, whether any misstatements or omissions
8 were material, and whether any misstatements or omissions caused
9 harm to the members of the Settlement Class;
- 10 (iv.) The claims of the Plaintiffs are typical of the claims of the Settlement
11 Class Members. Plaintiffs claim to have purchased or otherwise
12 acquired the common stock of Tattooed Chef, Inc. (“Tattooed Chef”)
13 during the Class Period. Consequently, Plaintiffs claim that they and
14 the other members of the Settlement Class sustained damages as a
15 result of the same purported conduct by Defendants;
- 16 (v.) Lead Plaintiffs and Plaintiffs’ Counsel have fairly and adequately
17 represented and protected the interests of the Settlement Class
18 Members. Plaintiffs have no interests in conflict with absent
19 members of the Settlement Class. The Court is satisfied that
20 Plaintiffs’ Counsel are qualified, experienced, and have represented
21 the Settlement Class to the best of their abilities;
- 22 (vi.) The questions of law or fact common to the members of the
23 Settlement Class predominate over any questions affecting only
24 individual members;
- 25 (vii.) A class action is the superior means of settling the Action.

26 D. The form, content, and method of dissemination of notice given to the
27 Settlement Class was adequate and reasonable and constituted the best notice practicable
28 under the circumstances, including individual notice to all Settlement Class Members

1 who could be identified through reasonable effort.

2 E. Notice, as given, complied with the requirements of California and federal
3 law, satisfied the requirements of due process and constituted due and sufficient notice
4 of the matters set forth herein.

5 F. The Settlement set forth in the Stipulation is fair, reasonable, and adequate.

6 (i.) The Settlement was vigorously negotiated at arm's length by
7 Plaintiffs on behalf of the Settlement Class and by Defendants, all of
8 whom were represented by highly experienced and skilled counsel.
9 The case settled only after: (a) a mediation conducted by an
10 experienced mediator who was thoroughly familiar with this
11 litigation; and (b) the exchange of detailed mediation statements
12 prior to the mediation which highlighted the factual and legal issues
13 in dispute. Accordingly, both the Plaintiffs and Defendants were
14 well-positioned to evaluate the Settlement value of this Action. The
15 Stipulation has been entered into in good faith and is not collusive.

16 (ii.) If the Settlement had not been achieved, the Settlement Class faced
17 the expense, risk, and uncertainty of extended litigation.

18 G. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound
19 by the terms of the Settlement set forth in the Stipulation.

20 **IT IS HEREBY ORDERED THAT:**

21 1. The Settlement Class is defined in the Stipulation as: "all persons or entities
22 who purchased or otherwise acquired shares of Tattooed Chef's common stock publicly
23 traded on NASDAQ during the Settlement Class Period, and were allegedly damaged
24 thereby." "Settlement Class Period" means the period from December 15, 2020 through
25 November 28, 2022, inclusive. Excluded from the Settlement Class are (i) Defendants
26 and their families; (ii) the officers and directors of the Company, at all relevant times;
27 (iii) members of the immediate families of the individuals identified in "(i)" and "(ii)"
28 and their legal representatives, heirs, successors or assigns; and (iv) any entity in which

1 Defendants have or had a controlling interest. Also excluded from the Settlement Class
2 are those entities and individuals who timely and validly exclude themselves in
3 accordance with the requirements set by the Court.

4 2. The Settlement on the terms set forth in the Stipulation is finally approved
5 as fair, reasonable and adequate. The Settlement shall be consummated in accordance
6 with the terms and provisions of the Stipulation. The Action and all the claims asserted
7 against Defendants in the Action by Plaintiffs and the other Settlement Class Members
8 are hereby dismissed with prejudice as to all Defendants. The Parties are to bear their
9 own costs, except as otherwise provided in the Stipulation.

10 3. All Released Defendants' Claims and Released Plaintiffs' Claims, as
11 defined in the Stipulation, are released in accordance with, and as defined in, the
12 Stipulation.

13 4. As provided in the Stipulation, upon the Effective Date, Plaintiffs and each
14 Settlement Class Member shall be deemed to have, and by operation of this Judgment
15 shall have, fully, finally, and forever released, relinquished, and discharged all Released
16 Plaintiffs' Claims against the Released Defendant Parties, whether or not such
17 Settlement Class Member executes and delivers a Proof of Claim and Release.

18 5. As provided in the Stipulation, upon the Effective Date, each of the
19 Released Defendant Parties shall be deemed to have, and by operation of this Judgment
20 shall have, fully, finally, and forever released Plaintiffs, Plaintiffs' Counsel and each and
21 all of the Settlement Class Members from all Released Defendants' Claims.

22 6. All Settlement Class Members who have not made their objections to the
23 Settlement in the manner provided in the Notice are deemed to have waived any
24 objections by appeal, collateral attack, or otherwise.

25 7. All Settlement Class Members who have not properly submitted requests
26 for exclusion (requests to opt out) from the Settlement Class are bound by the terms and
27 conditions of the Stipulation and this Final Judgment.

28 8. The requests for exclusion, if any, by the persons or entities identified in

1 Exhibit 1 to this Judgment are accepted by the Court.

2 9. All other provisions of the Stipulation are incorporated into this Judgment
3 as if fully rewritten herein. To the extent that the terms of this Judgment conflict with
4 the terms of the Stipulation, the Stipulation shall control.

5 10. Plaintiffs and all Settlement Class Members are hereby barred and enjoined
6 from instituting, commencing, maintaining, or prosecuting in any court or tribunal any
7 of the Released Plaintiffs' Claims against any of the Released Defendant Parties. Upon
8 the Effective Date, any and all Persons and entities are permanently barred and enjoined,
9 to the fullest extent permitted by law, from commencing, prosecuting, or asserting any
10 and all claims for contribution or indemnity (or any other claim when the alleged injury
11 to that person or entity is their actual or threatened liability to the Settlement Class or a
12 Settlement Class Member in the Actions) based upon, relating to, arising out of, or in
13 connection with the Released Plaintiffs' Claims, against each and every one of the
14 Released Defendant Parties, whether arising under state, federal, common, statutory,
15 administrative or foreign law, regulation, or at equity, as claims, cross-claims,
16 counterclaims, or third-party claims, in this Action or a separate action, in the Federal
17 Court, or in any other court, arbitration proceeding, administrative proceeding, or other
18 forum; and the Released Defendant Parties are permanently barred and enjoined, to the
19 fullest extent permitted by law, from commencing, prosecuting, or asserting any and all
20 claims for contribution or indemnity (or any other claim when the alleged injury to the
21 Released Defendant Parties is their actual or threatened liability to the Settlement Class
22 or a Settlement Class Member in the Action) based upon, relating to, or arising out of
23 the Released Plaintiffs' Claims, against any person or entity, other than a person or entity
24 whose liability to the Settlement Class has been extinguished pursuant to the Settlement
25 and the Judgment, whether arising under state, federal, common, statutory,
26 administrative, or foreign law, regulation, or at equity, as claims, cross-claims,
27 counterclaims, or third-party claims, in this Action or a separate action, in the Federal
28 Court, or in any other court, arbitration proceeding, administrative proceeding, or other

1 forum. Nothing herein shall bar, release, or alter, in any way, the contractual rights, if
2 any, under the terms of any written agreement among the Defendants. Nothing herein
3 shall bar any action by any of the Parties to enforce or effectuate the terms of the
4 Stipulation, the Preliminary Approval Order, or the Judgment. Any final verdict or
5 judgment obtained by or on behalf of the Settlement Class or a Settlement Class Member
6 against any person or entity subject to this bar order based upon, arising out of, relating
7 to, or in connection with in any way in part or in whole any Released Plaintiffs' Claim
8 shall be reduced by the greater of: (a) an amount that corresponds to the percentage of
9 responsibility of Defendants for common damages; or (b) the amount paid by or on
10 behalf of Defendants to the Settlement Class or Settlement Class Member for common
11 damages.

12 11. Neither the Stipulation nor the Settlement, nor any act performed or
13 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a)
14 is or may be deemed to be, or may be used as, a presumption, concession, or admission
15 of, or evidence of, the validity of any Released Plaintiffs' Claim or of any wrongdoing
16 or liability of the Defendants and the Released Defendant Parties; or (b) is or may be
17 deemed to be, or may be used as a presumption, concession, or admission of, or evidence
18 of, any fault or omission of any of the Defendants and the Released Defendant Parties
19 in any civil, criminal or administrative proceeding in any court, administrative agency
20 or other tribunal; or (c) is or may be deemed to be an admission or evidence that any
21 claims asserted by Plaintiffs were not valid in any civil, criminal or administrative
22 proceeding. Defendants and the Released Defendant Parties may file the Stipulation
23 and/or this Judgment in any action that may be brought against them in order to support
24 a defense or counterclaim based on principles of res judicata, collateral estoppel, release,
25 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion
26 or issue preclusion or similar defense or counterclaim.

27 12. Pursuant to and in full compliance with federal law, this Court hereby finds
28 and concludes that due and adequate notice was directed to all Persons and entities who

1 are Settlement Class Members advising them of the Plan of Allocation and of their right
2 to object thereto, and a full and fair opportunity was accorded to all Persons and entities
3 who are Settlement Class Members to be heard with respect to the Plan of Allocation.

4 13. The Court hereby finds and concludes that the formula for the calculation
5 of the claims of Authorized Claimants, which is set forth in the Notice of Pendency and
6 Proposed Settlement of Class Action (the "Notice") previously submitted to the Court
7 and available on the Settlement website, provides a fair and reasonable basis upon which
8 to allocate the proceeds of the Net Settlement Fund established by the Stipulation among
9 Settlement Class Members, with due consideration having been given to administrative
10 convenience and necessity.

11 14. The Court hereby awards Plaintiffs' Counsel attorneys' fees of
12 \$_____, plus expenses in the amount of \$_____, together with the interest
13 earned thereon for the same time period and at the same rate as that earned on the
14 Settlement Fund until paid. The Court finds that the amount of fees awarded is
15 appropriate and that the amount of fees awarded is fair and reasonable given the
16 contingent nature of the case and the substantial risks of non-recovery, the time and
17 effort involved, and the result obtained for the Settlement Class.

18 15. The awarded attorneys' fees and expenses and interest earned thereon shall
19 immediately be paid to Plaintiffs' Counsel from the Settlement Fund subject to the terms,
20 conditions, and obligations of the Stipulation, which terms, conditions and obligations
21 are incorporated herein.

22 16. The Court hereby awards Plaintiff John Hancock \$_____, Plaintiff
23 Shashank Bagul \$_____, Plaintiff John Spadaro \$_____, Plaintiff Mustapha Hotait
24 \$_____, and Plaintiff Marco Starace \$_____ pursuant to 15 U.S.C. §77z-1(a)(4) in
25 connection with their representation of the Settlement Class.

26 17. In the event that the Stipulation is terminated in accordance with its terms:
27 (i) this Judgment shall be rendered null and void and shall be vacated nunc pro tunc; and
28 (ii) the Action shall proceed as provided in the Stipulation.

