

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): August 4, 2023

TATTOOED CHEF, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-38615

(Commission File Number)

82-5457906

(IRS Employer
Identification No.)

**6305 Alondra Boulevard
Paramount, California 90723**

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(562) 602-0822**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Trading Symbol(s)

Name of each exchange on which registered

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 4, 2023, Salvatore Galletti, President and Chief Executive Officer of Tattooed Chef, Inc., a Delaware corporation (the “Company”) and Chairman of the Board of Directors, resigned from the President and Chief Executive Officer position effective immediately. Mr. Galletti will continue to serve as a Director and non-executive Chairman of the Board of Directors.

On August 8, 2023, the Company and two named executive officers mutually agreed to cancel the unvested portion of restricted stock awards (“RSA”), which were granted on August 10, 2022, without a concurrent grant of a replacement award. The unvested RSA being canceled includes 80,000 shares granted to Giuseppe Bardari, the President of Ittella Italy s.r.l., and 226,666 shares granted to Stephanie Dieckmann, Chief Financial Officer.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
10.1	Restricted stock award termination agreement (Giuseppe Bardari) executed on August 8, 2023
10.2	Restricted stock award termination agreement (Stephanie Dieckmann) executed on August 8, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TATTOOED CHEF, INC.

By: /s/ Stephanie Dieckmann

Name: Stephanie Dieckmann

Title: Chief Financial Officer

Date: August 9, 2023

TATTOOED CHEF, INC.
RESTRICTED STOCK AWARD TERMINATION AGREEMENT

This **RESTRICTED STOCK AWARD TERMINATION AGREEMENT** (this "Agreement"), is entered into as of August 8, 2023, by and between Tattooed Chef, Inc., a Delaware corporation (the "Company"), and Giuseppe Bardari (the "Grantee").

WHEREAS, the Company and the Grantee previously entered into that certain Restricted Stock Award Agreement, dated as of August 10, 2022 (the "Award Agreement"), pursuant to which the Company issued to the Grantee a Restricted Stock Award consisting of, in the aggregate, 120,000 Common Shares of the Company (the "Restricted Stock"), on the terms and conditions and subject to the restrictions set forth in the Award Agreement and the Tattooed Chef, Inc. 2020 Incentive Award Plan.

WHEREAS, as of the date hereof, 40,000 shares of the Restricted Stock are vested (the "Vested Restricted Stock").

WHEREAS, as of the date hereof, 80,000 shares of the Restricted Stock are unvested (the "Unvested Restricted Stock"), and the Company and the Grantee have agreed for various reasons that the Grantee should no longer have the right to obtain the Unvested Restricted Stock.

WHEREAS, effective immediately, the Company and the Grantee desire to terminate the Award Agreement on the terms set forth herein.

WHEREAS, capitalized terms that are used but not defined herein have the meaning ascribed to them in the Award Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Termination. Effective immediately, the Award Agreement is hereby terminated, shall be of no further force and effect, and neither the Company nor the Grantee shall have any further rights, obligations or liabilities whatsoever under the Award Agreement. The Company and the Grantee shall take any other action that may be necessary to cancel the Award Agreement, and the Unvested Restricted Stock thereunder, in each case effective as of the date hereof. The Grantee represents and warrants to the Company that the Grantee has not transferred, assigned or otherwise disposed of any part of or interest in the Award Agreement or the Unvested Restricted Stock.

2. Company Instructions to Transfer Agent. Promptly following the execution of this Agreement, the Company shall instruct its transfer agent to (a) cancel each book entry registration in the records of the transfer agent evidencing the Unvested Restricted Stock and (b) make all necessary book entry adjustments to show the Vested Restricted Stock as fully vested and subject to no further vesting conditions in the records of the transfer agent.

3. Release. The Grantee, on behalf of himself and each of his executors, trustees, affiliates, heirs, successors and assigns (collectively, the "Releasers") hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, and its past, current and future officers, directors, stockholders, corporate affiliates, subsidiaries, parent companies, agents and employees (collectively, the "Releasees") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), of every kind and nature, both at law and in equity, that any Releaser now has, has ever had, or

may hereafter have against the respective Releasees for any right, including any right to any equity in the Company, arising out of the Award Agreement.

4. Miscellaneous. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may be executed in one or more counterparts and may not be changed except in a writing signed by the party against whose interest such change shall operate. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to the principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

COMPANY:

Tattooed Chef, Inc.

By: /s/Edward J. Bidanset
Name: Edward J. Bidanset
Title: Chief Restructuring Officer

GRANTEE:

By: /s/Giuseppe Bardari
Name: Giuseppe Bardari

Signature Page to Restricted Stock Award Termination Agreement

TATTOOED CHEF, INC.
RESTRICTED STOCK AWARD TERMINATION AGREEMENT

This **RESTRICTED STOCK AWARD TERMINATION AGREEMENT** (this "Agreement"), is entered into as of August 8, 2023, by and between Tattooed Chef, Inc., a Delaware corporation (the "Company"), and Stephanie Dieckmann (the "Grantee").

WHEREAS, the Company and the Grantee previously entered into that certain Restricted Stock Award Agreement, dated as of August 10, 2022 (the "Award Agreement"), pursuant to which the Company issued to the Grantee a Restricted Stock Award consisting of, in the aggregate, 340,000 Common Shares of the Company (the "Restricted Stock"), on the terms and conditions and subject to the restrictions set forth in the Award Agreement and the Tattooed Chef, Inc. 2020 Incentive Award Plan.

WHEREAS, as of the date hereof, 113,334 shares of the Restricted Stock are vested (the "Vested Restricted Stock").

WHEREAS, as of the date hereof, 226,666 shares of the Restricted Stock are unvested (the "Unvested Restricted Stock"), and the Company and the Grantee have agreed for various reasons that the Grantee should no longer have the right to obtain the Unvested Restricted Stock.

WHEREAS, effective immediately, the Company and the Grantee desire to terminate the Award Agreement on the terms set forth herein.

WHEREAS, capitalized terms that are used but not defined herein have the meaning ascribed to them in the Award Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Termination. Effective immediately, the Award Agreement is hereby terminated, shall be of no further force and effect, and neither the Company nor the Grantee shall have any further rights, obligations or liabilities whatsoever under the Award Agreement. The Company and the Grantee shall take any other action that may be necessary to cancel the Award Agreement, and the Unvested Restricted Stock thereunder, in each case effective as of the date hereof. The Grantee represents and warrants to the Company that the Grantee has not transferred, assigned or otherwise disposed of any part of or interest in the Award Agreement or the Unvested Restricted Stock.

2. Company Instructions to Transfer Agent. Promptly following the execution of this Agreement, the Company shall instruct its transfer agent to (a) cancel each book entry registration in the records of the transfer agent evidencing the Unvested Restricted Stock and (b) make all necessary book entry adjustments to show the Vested Restricted Stock as fully vested and subject to no further vesting conditions in the records of the transfer agent.

3. Release. The Grantee, on behalf of herself and each of her executors, trustees, affiliates, heirs, successors and assigns (collectively, the "Releasers") hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, and its past, current and future officers, directors, stockholders, corporate affiliates, subsidiaries, parent companies, agents and employees (collectively, the "Releasees") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), of every kind and nature, both at law and in equity, that any Releaser now has, has ever had, or

may hereafter have against the respective Releasees for any right, including any right to any equity in the Company, arising out of the Award Agreement.

4. Miscellaneous. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may be executed in one or more counterparts and may not be changed except in a writing signed by the party against whose interest such change shall operate. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to the principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

COMPANY:

Tattooed Chef, Inc.

By: /s/Edward J. Bidanset
Name: Edward J. Bidanset
Title: Chief Restructuring Officer

GRANTEE:

By: /s/ Stephanie Dieckmann
Name: Stephanie Dieckmann

Signature Page to Restricted Stock Award Termination Agreement