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Attorneys for Plaintiffs and the Putative Class

(Additional Counsel for Plaintiffs Listed On the Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JESUS ANDRADE, MICHAEL
HERNANDEZ, individually, on behalf of
themselves, all others similarly situated, and
the general public,

Plaintiffs,

v.

MMM CONSUMER BRANDS, INC., a
Delaware Corporation; and DOES 1-100,
inclusive.

Defendants.

CASE NO.: STK-CV-UOE-2023-9352

Assigned to the Hon. Blanca Banuelos

**DECLARATION OF MERHDAD
BOKHOUR IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: November 19, 2025

Time: 9:00 a.m.

Dept.: 10B

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1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiffs and the Settlement Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

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1 2017 through 2022 and as a “Super Lawyer” from 2023 through 2025, honors awarded to no more
2 than 2.5% of attorneys in the practice area. In addition, I have been recognized by
3 TopVerdicts.com for securing several of the top wage-and-hour class action settlements and
4 PAGA resolutions in California.

5 8. I am an active member of the California Employment Lawyers Association
6 (“CELA”) and have attended numerous Continuing Legal Education courses on employee
7 advocacy.

8 9. My firm has the experience, resources, and means necessary to allow us to
9 provide adequate representation to all Settlement Class Members in this Action.

10 10. Currently, my firm is acting as co-counsel in at least fifty wage and hour class
11 actions.

12 11. Class Counsel are respected members of the California Bar with strong records
13 of vigorous and effective advocacy for their clients, and they are experienced in handling
14 complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the
15 claims in this action, but they strongly and unequivocally support the proposed Settlement as
16 being in the best interest of the Settlement Class based on the circumstances referenced herein.

17 12. In the opinion of Class Counsel, the recovery for each Settlement Class Member
18 is well within the acceptable range for this type of action. This Settlement is also favorable, as
19 the Settlement Class will promptly receive compensation rather than face the uncertainties
20 inherent in further litigation and the years-long wait for this action to be tried. It is also telling
21 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth
22 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide
23 Settlement obtained in this matter, and no Settlement Class Members have requested exclusion
24 from the Settlement. Based on all considerations, this Settlement is highly favorable and is in
25 the best interests of the Settlement Class.

26 13. In sum, all relevant factors support final approval of the Settlement. The parties
27 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
28 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,

1 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
2 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
3 requesting denial of final approval and no one requested exclusion from the Settlement weighs
4 strongly in favor of approving the Settlement. For these reasons, this Court should conclude
5 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
6 within the range of reasonableness.

7 **The Proposed Enhancement Award to Plaintiffs as Class Representative is Reasonable**

8 14. Plaintiffs and Class Counsel request that the Court finally approve a Class
9 Representative Service Payment of \$10,000 for the time, effort, and risks they undertook in
10 participating in this Action. Because a named Plaintiff is an essential ingredient of any class
11 action, a service payment is appropriate to induce individuals to step forward and assume the
12 burdens and obligations of representing the settlement class. In deciding the amount of service
13 payment for a class representative, relevant factors include the actions the Plaintiffs have taken
14 to protect the interests of the settlement class, the degree to which the settlement class has
15 benefited from those actions, and the amount of time and effort the Plaintiffs expended in
16 pursuing the action.

17 15. In the instant case, Plaintiffs assisted Class Counsel on many occasions with
18 investigating and prosecuting this action. Plaintiffs provided many documents and relevant
19 information to Class Counsel, spent numerous hours educating Class Counsel on the inner
20 workings of Defendant's operations and timekeeping practices, and made himself available for
21 mediation. The amount sought for the Class Representative aligns with the service payments
22 in similar wage and hour class actions. In Class Counsel's experience, service payments in
23 wage and hour actions typically range from \$5,000 to \$40,000. Further, Defendant supports the
24 requested Class Representative Service Payment of \$10,000 to each Plaintiff.

25 16. As such, the service payment requested is intended to compensate Plaintiffs for
26 their critical role in this case and the substantial time, effort, and risks they undertook to help
27 secure the result obtained on behalf of the Settlement Class. The Class Representative Service
28 Payments requested is well-deserved and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

17. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls on the lower end of the Ninth Circuit's historical benchmark for attorneys' fees of 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous cost inherent in class action litigation and a long battle with the corporate Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other wage and hour class litigations. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of \$216,666.67 and costs incurred in the amount of \$20,302.19.

19. Class Counsel will collectively work approximately 163.5 hours on this case. Class Counsel's hourly rate, in this case for Mehrdad Bokhour, is \$750 per hour, and my co-counsel, Joshua Falakassa, worked approximately 48.5 hours on this case at an hourly rate of \$725 per hour and Michael Boyamiam worked approximately 52.5 hours on this case at an hourly rate of \$800 per hour. Accordingly, this results in a total lodestar amount of \$279,587.50, summarized in the following table and the declaration of Class Counsel. The hourly rates above are comparable to those of other attorneys with equal or similar experience.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	62.5 ¹	\$46,875
Joshua Falakassa	12 years	\$725	48.5	\$35,162.50

¹ Includes an estimated 30 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

Michael Boyamiam	17 years	\$800	52.5	\$42,000.00
Total Lodestar				\$124,037.50

20. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

21. It has been my experience that the benchmark for an attorney fee award in California state cases is one-third of a common settlement fund, which the California Supreme Court recently upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of \$216,666.67, which is one-third of the Settlement Amount.

22. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

23. The following are the itemized litigation costs (actually incurred) for the above-referenced matter:

(1)	Mediation	\$7,450
(2)	Filing Fees	\$1,796.76
(3)	PAGA Filing Fee	\$75
(4)	Service of Process	\$250.85
(5)	Expert fees	\$7,290
	Total	\$16,846.61

24. A true and correct copy of the Settlement Agreement is attached as **Exhibit "A"**.

25. The LWDA's confirmation of receipt of this settlement is attached hereto as **Exhibit "B"**.

26. Plaintiffs and the Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California between August 30, 2019 and

1 September 30, 2024. The primary claims, which Defendant disputes, involve allegations that the
2 Class Members were not paid all wages owed due to Defendant's timekeeping practices.
3 Additionally, Plaintiffs allege claims for failure to pay minimum wages and overtime, non-
4 compliant meal and rest periods, wage statement violations, waiting time penalties, and associated
5 PAGA penalties.

6 27. The proposed Settlement here was the product of arm's-length negotiation before
7 a highly experienced and reputable class action mediator, David Phillips, Esq., to reach a
8 settlement.

9 28. Plaintiffs and Class Counsel have diligently investigated the claims raised in this
10 litigation and, after taking into account the disputed factual and legal issues involved in this
11 action, the risks attending further prosecution, and the benefits to be received pursuant to the
12 compromise and settlement of the Action as set forth in the Settlement, concluded that the
13 Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

14 29. As the Settlement Agreement reveals, there is no preferential treatment for any
15 segment of the Settlement Class, as the Settlement is designed to fairly and adequately
16 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),
17 the parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within
18 the range of reasonableness for matters of this nature.

19 30. As set forth at the time of preliminary approval, Class Counsels' investigation into
20 the facts and merits of the wage and hour claims alleged included analyzing substantial amounts
21 of information, correspondence, documents, timekeeping and pay data, policies and procedures,
22 and evidence relating to the class size and the commonality of the claims. During this process,
23 Plaintiffs and Class Counsel investigated the potential claims of similarly situated employees and
24 researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information
25 provided by Defendant as to the total Settlement Class Members, the number of current and
26 former employees, and the number of employees who worked during various time periods and
27 prepared comprehensive damages calculations regarding the wage and hour claims at issue.
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1 31. In light of the uncertainties of protracted litigation, this negotiated Settlement
2 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
3 is, of course, a compromise figure, the potential risks and opportunities for both parties were
4 weighed and considered, resulting in a fair and equitable Settlement. Based upon detailed data
5 obtained through discovery and information exchanges and factoring in claim certification and
6 liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims
7 in preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant
8 denies that any damages should be assessed and denies all of the value assessed by Plaintiffs.

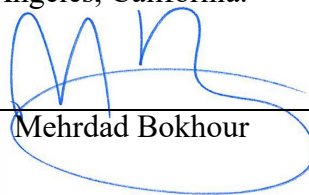
9 32. Moreover, as further detailed in Plaintiffs' Motion for Preliminary Approval of
10 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
11 several grounds.

12 33. The Settlement should be approved, and judgment entered based on the
13 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
14 Settlement Class.

15 34. In compliance with California Rules of Professional Conduct section 1.5.1,
16 Plaintiffs signed a fee split agreement that provides fees will be allocated between Class Counsel
17 as follows: 37.5% to the Bokhour Law Group, P.C., 37.5% to the Falakassa Law, P.C., and 25%
18 to Boyamian Law, Inc. and Hartounian Law, P.C.

19 I declare under penalty of perjury under the laws of California that the foregoing is true
20 and correct, this 22nd day of October 2025, at Los Angeles, California.

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Mehrdad Bokhour

EXHIBIT “A”

Memorandum of Understanding (“MOU”)

Andrade, et al. v. MMM Consumer Brands, Inc.

Superior Court for the County of San Joaquin

Case Number STK-CV-UOE-2023-9352

(Consolidated with Case Number STK-CV-2024-8787)

1. This is a settlement of a wage-and-hour class action and representative action brought pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) entered into between **(1)** Plaintiffs Jesus Andrade and Michael Hernandez (“Plaintiffs”), individually and in their representative capacity on behalf of the Settlement Class, as defined below, and as private attorneys general on behalf of the State of California; and **(2)** Defendant MMM Consumer Brands, Inc. (“Defendant”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.” All terms in this MOU are subject to Court approval.
2. The “Settlement Class” is defined as *all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period*. The “Class Period” means August 30, 2019, through September 30, 2024. Defendant represents that the Settlement Class consists of approximately 199 class members who worked a total of approximately 13,139 workweeks during the Class Period.
3. The “PAGA Settlement Class” is defined as *all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period*. The “PAGA Period” means the period from August 25, 2022, through September 30, 2024. Defendant represents that the PAGA Settlement Class consists of approximately 93 employees who worked a total of approximately 4,712 pay periods during the PAGA Period.
4. The non-reversionary Gross Settlement Amount (“GSA”) is **\$650,000.00** to be paid by Defendant in full settlement of the released claims described below. Defendant shall pay the employer’s share of the payroll taxes outside of, and in addition to, the GSA. The Parties agree to deductions from the GSA on the following terms:
 - a. Defendant will not object to a request for attorneys’ fees by Plaintiffs’ counsel of up to one-third of the GSA.
 - b. Defendant will not object to reimbursement of Plaintiffs’ counsel’s actual out-of-pocket costs from the GSA.
 - c. Defendant will not object to a request for a representative enhancement award to Plaintiffs for up to \$10,000.00 each. In exchange for the enhancement award, the long-form settlement agreement shall contain a general release of claims by Plaintiffs and a waiver of claims pursuant to Civil Code section 1542.
 - d. The Parties agree that reasonable settlement administration costs will be deducted from the GSA and that ILYM Group, Inc., Phoenix Settlement

Administrators, and CPT Group, Inc. are mutually acceptable settlement administrators.

- e. The Parties agree that \$10,000.00 will be allocated to PAGA penalties. Of this amount, 75% (i.e., \$7,500.00) shall go to the State of California, and 25% (i.e., \$2,500.00) shall be distributed to the PAGA Settlement Class based on the proportional number of pay periods worked by each PAGA Settlement Class member during the PAGA Period. For tax purposes, the Parties agree that 100% of each PAGA Settlement Class member's individual payment amount shall constitute penalties and interest (and each PAGA Settlement Class member will be issued an IRS Form 1099 for such payment to him or her).
 - f. The Settlement Sum shall be paid as follows: 25% of the Settlement Sum by no later than December 31, 2025, and the remainder 75% by March 1, 2026.
- 5. The net settlement amount ("NSA") is the GSA minus all the deductions referenced in the preceding paragraph and subparagraphs. The NSA shall be distributed pro rata on a "checks cashed" basis based on the proportional number of weeks worked by each Settlement Class member during the Class Period. There shall be no reversion to Defendant. There shall be no claims process. Settlement Class members will be provided with an estimate of their portion of the NSA as part of the class notice process. Settlement Class members will be provided with notice of the settlement, its terms, and their right to opt out, object, appear at the fairness hearing, or challenge their number of weeks worked as set out in the notice.
 - 6. Settlement Class members shall have forty-five (45) calendar days from the date that notices are mailed in which to postmark any dispute of their settlement share calculation, to opt out of the class portion of the settlement, or to object to the settlement. PAGA Settlement Class members shall not be eligible to opt out of the portion of the settlement allocated toward PAGA penalties.
 - 7. Defendant shall pay all employer-side payroll taxes in addition to the GSA.
 - 8. The Parties agree that Plaintiffs will execute a full and complete general release as to all causes of action alleged in Case No. STK-CV-UOE-2023-9352 and Case No. STK-CV-2024-8787, including a waiver of Civil Code section 1542.
 - 9. The Parties will work together in good faith to prepare, finalize, and execute a formal, long-form settlement agreement within 30 days of the execution of this MOU, following the form of the LA Superior Court Model Agreement for Class and PAGA actions. Defendant agrees to not oppose Plaintiffs' Motion for Preliminary Approval to the extent it comports with this MOU and the long-form settlement agreement.
 - 10. Plaintiffs, individually and in their representative capacity on behalf of the Settlement Class and as private attorneys general on behalf of the State of

California, will release the Released Parties of the Released Claims, defined as follows:

- a. The “Released Parties” means Defendant and all its parent companies, holding companies, subsidiaries, affiliates, current and former offices, directors, shareholders, members, agents, attorneys, predecessors, successors, and assigns.
 - b. The “Released Claims” is defined to mean those claims arising out of or related to the allegations set forth in the operative complaints alleged in Case No. STK-CV-UOE-2023-9352 and Case No. STK-CV-2024-8787 and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including claims for: **(1)** failure to pay proper minimum and overtime wages in violation of Labor Code sections 204, 510, 558, 1194, 1194.2, 1182, 1182.12, 1194(a), 1194.2(a), 1197, 1197.1, and 1198, and the applicable IWC Wage Order(s); **(2)** failure to pay sick wages at the proper legal rate, including allegations of violations of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, and 1199; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7, 512, and 516, Civil Code sections 3287 and 3289, and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7, 512, and Civil Code sections 3287 and 3289, and the applicable IWC Wage Order(s); **(5)** failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204, and 210; **(6)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(7)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(8)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); **(9)** all claims arising from or related to allegations of failing to compensate for donning and doffing, and **(9)** all claims for liquidated damages, penalties, including waiting time penalties pursuant to Labor Code sections 201, 202, and 203, interest, fees, costs based on the foregoing.
11. For tax purposes, the Parties agree that 33% of each participating Settlement Class members’ individual payment shall constitute payment in the form of wages (and each participating Settlement Class member will be issued an IRS Form W-2 for such payment to him or her), and 67% of each participating Settlement Class members’ individual payment shall constitute penalties and interest (and each participating Settlement Class member will be issued an IRS Form 1099 for such payment to him or her).
 12. If 10% or more members of the Settlement Class timely submit Opt Out requests, Defendant shall have the right (but not the obligation) to void the settlement described in this MOU. Defendant has represented that the actual number of weeks

worked by the Settlement Class through mediation is approximately 13,139. If the number of workweeks worked by the Class Members is greater than 10% above that estimated by Defendant, then the portion of the GSA attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) shall be increased proportionately for each additional Workweek above the 10% buffer. If the number of pay periods worked by the Aggrieved Employees is greater than 10% above that estimated by Defendant, then the portion of the GSA attributable to PAGA claims (i.e., the PAGA penalties) shall be increased proportionately for each additional pay period worked above the 10% buffer.

13. Any funds associated with uncashed checks shall be donated to a mutually agreed upon cy pres recipient, subject to Court approval.
14. Notwithstanding anything else contained herein, this MOU shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123, subdivision (a).
15. Neither this MOU nor any final form of the settlement agreement will constitute an admission by Defendant of any form of liability or allegation against it.
16. The Parties agree that this MOU is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the settlement terms.
17. The Parties agree that the formal settlement agreement will contain an integration clause.

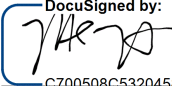
APPROVAL AND EXECUTION BY PARTIES

PLAINTIFFS:

Dated: _____

Jesus Andrade
Plaintiff and Class Representative

Dated: 12/15/2024 _____

DocuSigned by:

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Michael Hernandez
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

MMM Consumer Brands, Inc.

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS':

Dated: _____

FALAKASSA LAW, P.C.

Joshua Falakassa

Attorneys for Plaintiffs and the Putative Class

Dated: _____

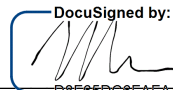
BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour

Attorneys for Plaintiffs and the Putative Class

Dated: 12/18/2024

BOYAMIAN LAW, INC.

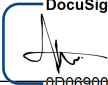
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Michael Boyamian

Attorneys for Plaintiffs and the Putative Class

Dated: 12/11/2024 _____

HARTOUNIAN LAW FIRM, P.C.

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Alex Hartounian
Attorneys for Plaintiffs and the Putative Class

DEFENDANT’S COUNSEL:

Dated: _____

WILKE FLEURY

Jizell K. Lopez
Attorneys for Defendant

DEFENDANT:

Dated: January, 23, 2025

MMM Consumer Brands, Inc.

Michael Hester

By: Michael Hester

Title: Chief Executive Officer

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS':

Dated: _____

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiffs and the Putative Class

Dated: _____

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiffs and the Putative Class

Dated: _____

BOYAMIAN LAW, INC.

Michael Boyamian
Attorneys for Plaintiffs and the Putative Class

Dated: _____

HARTOUNIAN LAW FIRM, P.C.

Alex Hartounian
Attorneys for Plaintiffs and the Putative Class

DEFENDANT'S COUNSEL:

Dated: January 23, 2025

WILKE FLEURY



Jizell K. Lopez
Attorneys for Defendant

2025-01-17 MMM Consumer Brands - MOU - FINAL

Abschließender Prüfbericht

2025-01-23

Erstellt:	2025-01-23
Von:	Snezana Billmann (snezana.billmann@marleyspoon.com)
Status:	Signiert
Transaktions-ID:	CBJCHBCAABAA00ZGMZb5Kh0tyCrQn46Jak72AvTe4cjT

Verlauf für „2025-01-17 MMM Consumer Brands - MOU - FINAL“



Snezana Billmann (snezana.billmann@marleyspoon.com) hat das Dokument erstellt.

2025-01-23 - 13:51:04 GMT



Dokument wurde per E-Mail zur Signatur an Michael Hester (michael.hester@marleyspoon.com) gesendet.

2025-01-23 - 13:51:08 GMT



Michael Hester (michael.hester@marleyspoon.com) hat die E-Mail angezeigt.

2025-01-23 - 15:39:01 GMT



Michael Hester (michael.hester@marleyspoon.com) hat das Dokument mit einer E-Signatur versehen.

Signaturdatum: 2025-01-23 – 15:39:23 GMT – Zeitquelle: Server



Vereinbarung abgeschlossen.

2025-01-23 - 15:39:23 GMT



Adobe Acrobat Sign

EXHIBIT “B”