

The Honorable Karen Donohue
Hearing Date: June 6, 2025
With Oral Argument

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

IN RE FUNKO, INC. SECURITIES
LITIGATION,

No. 17-2-29838-7 SEA

(Consol. with Nos. 18-2-01264-3 SEA,
18-2-01582-1 SEA, 18-2-02535-4 SEA,
18-2-08153-0 SEA, 18-2-12229-5 SEA,
and 18-2-14811-1 SEA)

CLASS ACTION

**CLASS REPRESENTATIVES'
MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND EXPENSES
AND REIMBURSEMENT FOR
CLASS REPRESENTATIVES' TIME**

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TABLE OF CONTENTS

I.	MOTION	1
II.	MEMORANDUM OF AUTHORITIES	1
A.	Introduction	1
B.	The Court Should Award Attorneys' Fees Using the Percentage Method	4
1.	The Common Fund Doctrine Applies.	4
2.	The Requested Fee Is Reasonable.	4
a.	The Settlement Achieved Is an Excellent Result.....	5
b.	Achieving the Settlement Required Significant Time and Labor.	6
c.	A Lodestar Cross-Check Confirms the Reasonableness of the Fee Request.	8
d.	The Contingent Nature of the Case, Risk of Loss, and the Delay in Payment to Class Representatives' Counsel Favor the Requested Award.....	8
e.	The Requested Award Is in Line with Awards Made in Similar Cases.	9
f.	The Experience, Reputation, Ability, and Quality of Counsel, and the Skill They Displayed in the Action, Favor the Fee Requested.....	10
g.	The Reaction of the Class Favors the Fee Request.....	10
h.	Class Representatives' Counsel's Continuing Obligations.	11
C.	Class Representatives' Counsel's Litigation Expenses Are Reasonable and Should Be Approved.....	11
D.	Class Representatives' Reimbursement Requests Are Reasonable.....	12
III.	CONCLUSION	13

TABLE OF AUTHORITIES

CASES

Page(s)

<i>In re Am. Apparel, Inc. S'holder Litig.</i> , 2014 WL 10212865 (C.D. Cal. July 28, 2014).....	11
<i>In re Apple Inc. Sec. Litig.</i> , 2024 WL 4246282 (N.D. Cal. Sept. 18, 2024)	13
<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal. 2015).....	10
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	4
<i>Bowles v. Wash. Dep't of Ret. Sys.</i> , 121 Wash. 2d 52 (Wash. 1993).....	4
<i>Brand v. Dep't of Lab. & Indus. of State of Wash.</i> , 139 Wash. 2d 659 (Wash. 1999).....	4, 5
<i>Carlin v. DairyAmerica, Inc.</i> , 380 F. Supp. 3d 998 (E.D. Cal. 2019).....	2, 13
<i>Dunne v. Quantum Residential Inc.</i> , 2025 WL 896741 (W.D. Wash. Mar. 24, 2025)	8
<i>In re Dynamic Random Access Memory (DRAM) Antitrust Litig.</i> , 2013 WL 12387371 (N.D. Cal. Nov. 5, 2013)	2
<i>Evans v. Zions Bancorp., N.A.</i> , 2022 WL 16815301 (E.D. Cal. Nov. 8, 2022).....	2
<i>In re FireEye, Inc. Sec. Litig.</i> , No. 2017 WL 3536993 (Cal. Super. Ct., Santa Clara Cnty. Aug. 7, 2017)	5
<i>In re GSE Bonds Antitrust Litig.</i> , 2020 WL 3250593 (S.D.N.Y. June 16, 2020)	13
<i>Hallman v. Wells Fargo Bank, N.A.</i> , 2021 WL 9567171 (W.D. Wash. June 10, 2021).....	2, 5, 11
<i>Harpham v. Am. Fam. Mut. Ins. Co.</i> , 2014 WL 5477919 (Wash. Super. Apr. 25, 2014).....	2
<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	11

1	<i>Hefler v. Wells Fargo & Co.</i> ,	
2	2018 WL 6619983 (N.D. Cal. Dec. 18, 2018).....	9
3	<i>Hensley v. Eckerhart</i> ,	
4	461 U.S. 424 (1983).....	5
5	<i>In re Heritage Bond Litig.</i> ,	
6	2005 WL 1594389 (C.D. Cal. June 10, 2005).....	6, 10
7	<i>In re Heritage Bond Litig.</i> ,	
8	2005 WL 1594403 (C.D. Cal. June 10, 2005).....	11
9	<i>Hill v. Garda CL Nw., Inc.</i> ,	
10	2015 WL 13540731 (Wash. Super. Dec. 11, 2015).....	5
11	<i>Kendall v. Odonate Therapeutics, Inc.</i> ,	
12	2022 WL 1997530 (S.D. Cal. June 6, 2022)	9
13	<i>Ketchum v. Moses</i> ,	
14	24 Cal. 4th 1122 (Cal. 2001)	4
15	<i>Khoja v. Orexigen Therapeutics, Inc.</i> ,	
16	2021 WL 5632673 (S.D. Cal. Nov. 30, 2021).....	9, 12
17	<i>Kurtz v. RHHC Trios Health, LLC</i> ,	
18	2024 WL 3930500 (E.D. Wash. Aug. 23, 2024)	9
19	<i>Laffitte v. Robert Half Int'l Inc.</i> ,	
20	1 Cal. 5th 480 (Cal. 2016)	4, 5
21	<i>In re Menlo Therapeutics Inc. Sec. Litig.</i> ,	
22	No. 18CIV06049 (Cal. Super. Ct., San Mateo Cnty. Aug. 14, 2020).....	9
23	<i>In re Micro Focus Int'l</i>	
24	<i>plc Sec. Litig.</i> , Case No. 18CIV01549, (Cal. Super. Ct., San Mateo Cnty. July 27, 2023). 2,	
25	12	
26	<i>Morris v. FPI Mgmt., Inc.</i> ,	
	2022 WL 3013076 (E.D. Wash. Feb. 3, 2022).....	8
	<i>Nat. Gas Anti-Trust Cases, I, II, III, IV</i> , 2006 WL 5377849, (Cal. Super. Ct., San Diego Cnty.	
	Dec. 11, 2006).....	4
	<i>In re Omnivision Techs., Inc.</i> ,	
	559 F. Supp. 2d 1036 (N.D. Cal. 2008).....	4

1	<i>Paton v. Advanced Micro Devices, Inc.</i> ,	
2	No. 1-07-CV-084838 (Cal. Super. Ct., Santa Clara Cnty. Aug. 22, 2014).....	10
3	<i>In re Petrobras Sec. Litig.</i> ,	
4	317 F. Supp. 3d 858 (S.D.N.Y. 2018).....	13
5	<i>Plymouth Cnty. Contributory Ret. Sys. v. Adamas Pharms., Inc.</i> ,	
6	No. 2021 WL 9626239 (Cal. Super. Ct., Alameda Cnty. Apr. 13, 2021).....	9
7	<i>In re ProNAi Therapeutics, Inc. S'holder Litig.</i> ,	
8	No. 16-CIV-02473 (Cal. Super. Ct., San Mateo Cnty. May 24, 2019).....	9
9	<i>Ramirez v. Precision Drywall, Inc.</i> ,	
10	2010 WL 8333843 (Wash. Super. Aug. 11, 2010)	12
11	<i>Summers v. Sea Mar Cmty. Health Ctrs.</i> ,	
12	29 Wash. App. 2d 476, 486 (Wash. Ct. App. 2024)	11
13	<i>Vizcaino v. Microsoft Corp.</i> ,	
14	290 F.3d 1043 (9th Cir. 2002)	4
15	<i>In re Wells Fargo & Co. S'holder Derivative Litig.</i> ,	
16	445 F. Supp. 3d 508 (N.D. Cal. 2020)	13
17	<i>Winters v. State Farm Mut. Auto. Ins. Co.</i> ,	
18	144 Wash. 2d 869 (Wash. 2001).....	4
19	STATUTES & RULES	
20	15 U.S.C. §77z-1(a)	12
21	OTHER AUTHORITIES	
22	Edward Flores & Svetlana Starykh, <i>Recent Trends in Securities Class Action Litigation:</i>	
23	<i>2024 Full-Year Review</i> (Jan. 2025).....	5
24	Laarni T. Bulan & Eric Tam, <i>Securities Class Action Settlements 2024 Review</i>	
25	<i>and Analysis</i> , CORNERSTONE RSCH., (Mar. 2025)	5, 6

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I. MOTION

Class Representatives' Counsel hereby move this Court for an Order pursuant to Superior Court Civil Rule 23 granting an award of attorneys' fees, payment of litigation expenses, and reimbursement for Class Representatives' time.

II. MEMORANDUM OF AUTHORITIES

A. Introduction

Class Representatives' Counsel, after seven years of hard-fought litigation, including multiple amended complaints, a successful appeal of an order dismissing the Action, extensive document discovery, and class certification, achieved a \$14,750,000 all-cash Settlement for the benefit of the Class.¹ Based on their substantial work and the risks they took on during this case, Class Representatives' Counsel now respectfully request that the Court award attorneys' fees representing one-third of the Settlement Amount (\$4,916,666.67), payment of litigation expenses advanced for the Class of \$397,559.12, and interest on both amounts. Class Representatives' Counsel also respectfully ask the Court to approve payments of \$25,000 for each of the three Class Representatives as reimbursement for the significant time they spent pursuing this Action on behalf of themselves and the Class.² Importantly, to date, **not one** objection to any aspect of the proposed Settlement has been filed, nor have **any** Class Members requested exclusion from the Class.

This proposed Settlement represents an outstanding recovery for the Class given the risks, costs, and duration of continued litigation. Absent settlement, this litigation would likely have

¹ Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Stipulation of Settlement, dated February 7, 2025, or the accompanying Declaration of James I. Jaconette in Support of: (1) Class Representatives' Motion for Final Approval of Settlement and Approval of Plan of Allocation; and (2) Class Representatives' Counsel's Motion for an Award of Attorneys' Fees and Expenses and Award to Class Representatives/Plaintiffs ("Jaconette Decl."), and all "¶ ___" and all "Ex. ___" are citations and exhibits to the Jaconette Declaration.

² Further, former named Plaintiff Ernest Baskin respectfully requests a \$5,000 payment for time spent pursuing relief on behalf of the Class.

1 proceeded through summary judgment, trial, and potentially another appeal. Class
2 Representatives and Class Representatives' Counsel faced considerable obstacles in proving
3 liability and damages, yet nevertheless reached a substantial resolution for the Class. The
4 requested fee is fair and reasonable under relevant standards and well within the range of fees
5 courts award. *See, e.g., Harpham v. Am. Fam. Mut. Ins. Co.*, 2014 WL 5477919, at *2 (Wash.
6 Super. Apr. 25, 2014); *Hallman v. Wells Fargo Bank, N.A.*, 2021 WL 9567171, at *2 (W.D.
7 Wash. June 10, 2021); *Carlin v. DairyAmerica, Inc.*, 380 F. Supp. 3d 998, 1029 (E.D. Cal. 2019);
8 *In re Micro Focus Int'l plc Sec. Litig.*, Case No. 18CIV01549, at *6 (Cal. Super. Ct., San Mateo
9 Cnty. July 27, 2023).

10 Class Representatives' Counsel vigorously pursued the Class's claims over seven years,
11 staving off Defendants' efforts to dismiss, including successfully obtaining reversal on appeal of
12 an order granting Defendants' Motion to Dismiss. As a result, Class Representatives' Counsel
13 spent over **21,000** hours prosecuting the securities claims, resulting in a combined lodestar of
14 over **\$14,750,000**. Thus, the requested fee represents a "negative" multiplier on the total lodestar
15 of approximately 0.33 – that is, it would be less than the lodestar Class Representatives' Counsel
16 incurred in securing this recovery for the Class. Courts widely recognize that **positive**
17 "[m]ultipliers can range from 2 to 4 or even higher[.]" *Evans v. Zions Bancorp., N.A.*, 2022 WL
18 16815301, at *7 (E.D. Cal. Nov. 8, 2022), and when "there is a 'negative multiplier,' that is
19 usually a sign that an upward adjustment of the percentage should be made." *In re Dynamic*
20 *Random Access Memory (DRAM) Antitrust Litig.*, 2013 WL 12387371, at *5 (N.D. Cal. Nov. 5,
21 2013).

22 Further, the Class's reaction supports the request for attorneys' fees and expenses.
23 Pursuant to the Court's Order Preliminarily Approving Settlement and Providing for Notice,
24 16,215 copies of the Notice of Pendency of Class Action, Proposed Settlement, and Motion for
25 Attorneys' Fees and Expenses (the "Notice"), in the form approved by the Court, have been
26 mailed to potential Class Members and their nominees. *See* Declaration of Ann Cavanaugh, ¶12.

1 In addition, the Summary Notice of Proposed Settlement of Class Action was published in the
2 national edition of *The Wall Street Journal* and transmitted over *PR Newswire*. *Id.*, ¶13. The
3 Notice advised Class Members that Class Representatives' Counsel will apply to the Court for
4 an award of attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus
5 expenses (including "reasonable costs and expenses (including lost wages) of Class
6 Representatives directly related to their representation of the Class") not to exceed \$500,000. *Id.*,
7 Ex. A. In response, to date, **not one** Class Member has objected to the attorneys' fee and expense
8 request, nor has any Class Member requested exclusion from the proposed Settlement.

9 Therefore, for their diligence in obtaining this significant recovery on behalf of the Class,
10 Class Representatives' Counsel respectfully request an award of attorneys' fees of one-third of
11 the Settlement Amount and payment of expenses in the amount of \$4,916,666.67 and
12 \$397,559.12, respectively, plus interest on both amounts, and Class Representatives each
13 respectfully request payment of \$25,000 for the substantial time they spent pursuing this Action
14 on behalf of themselves and the Class. Further, all costs and expenses incurred prosecuting the
15 securities claims are reasonable in amount and were necessary to the successful result achieved.
16 Finally, each Class Representative has filed herewith a declaration in support of the Settlement,
17 the fee and expense request, and details what they did to prosecute the Action, including
18 collectively spending well over 475 hours performing numerous tasks, including monitoring and
19 communicating with Class Representative's Counsel, reviewing pleadings, searching for and
20 producing documents, and preparing and sitting for depositions.³

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26 ³ See accompanying Declarations of Ronald K. Linde on behalf of The Ronald and Maxine
Linde Foundation ("Linde Decl."), Robert Lowinger ("Lowinger Decl."), and Carl M.
Berkelhammer ("Berkelhammer Decl."). Jaconette Decl., Exs. 1–3.

1 **B. The Court Should Award Attorneys' Fees Using the Percentage Method**

2 **1. The Common Fund Doctrine Applies.**

3 Where, as here, litigation has created a common fund for the benefit of a class, courts
4 may award plaintiffs' counsel reasonable attorneys' fees and expenses out of the fund created.
5 *Winters v. State Farm Mut. Auto. Ins. Co.*, 144 Wash. 2d 869, 877 (Wash. 2001). Additionally,
6 while courts recognize multiple methods of calculating attorneys' fees in civil class actions, in
7 Washington State, "the percentage of recovery approach is used in calculating fees under the
8 common fund doctrine." *Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wash. 2d 52, 73 (Wash. 1993);
9 *see also Boeing Co. v. Van Gemert*, 444 U.S. 472, 478-79 (1980); *Laffitte v. Robert Half Int'l*
10 *Inc.*, 1 Cal. 5th 480, 502-503 (Cal. 2016). Therefore, Class Representatives' Counsel respectfully
11 submit that an award should be made on a percentage basis.

12 **2. The Requested Fee Is Reasonable.**

13 In assessing the reasonableness of a fee request, courts typically consider some or all the
14 following factors: (1) the result obtained; (2) the time, labor, and skill required of counsel; (3)
15 the contingent nature of the case and the delay in payment to counsel; (4) the extent to which the
16 nature of the litigation precluded other employment by counsel; (5) the experience, reputation,
17 and ability of the attorneys who performed the services, the skill they displayed in the litigation,
18 and the novelty, complexity, and difficulty of the case; and (6) the informed consent of the clients
19 to the fee agreement. *Brand v. Dep't of Lab. & Indus. of State of Wash.*, 139 Wash. 2d 659, 666
20 (Wash. 1999); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-50 (9th Cir. 2002); *Ketchum v.*
21 *Moses*, 24 Cal. 4th 1122, 1132 (Cal. 2001). "However, no rigid formula applies and each factor
22 should be considered only 'where appropriate.'" *Nat. Gas Anti-Trust Cases, I, II, III, IV*, 2006
23 WL 5377849, at *3 (Cal. Super. Ct., San Diego Cnty. Dec. 11, 2006). Further, some courts also
24 consider the reaction of the class when assessing fee awards. *See In re Omnivision Techs., Inc.*,
25 559 F. Supp. 2d 1036, 1048 (N.D. Cal. 2008).

1 The requested one-third fee here is consistent with the many cases approving such an
2 award and is warranted in light of the foregoing factors. *See Hallman*, 2021 WL 9567171, at *2
3 (“The fee award, which is one-third of the Gross Fund Value, is reasonable under both the
4 percentage-of-the-fund method and a lodestar cross-check, particularly in light of the substantial
5 time and resources Class Counsel devoted to this risky multi-year litigation on a contingency
6 basis, and in light of the extraordinary results obtained through the Settlement.”); *Laffitte*, 1 Cal.
7 5th 480; (see also cases cited *supra* in §I and *infra* in §II.B.5); *In re FireEye, Inc. Sec. Litig.*, No.
8 2017 WL 3536993, at *5 (Cal. Super. Ct., Santa Clara Cnty. Aug. 7, 2017) (“one-third of the
9 gross settlement” is “facially reasonable” and “is not an uncommon contingency fee allocation”);
10 *Hill v. Garda CL Nw., Inc.*, 2015 WL 13540731, at *2 (Wash. Super. Dec. 11, 2015) (“empirical
11 studies show that, regardless whether the percentage method or the lodestar method is used, fee
12 awards in class actions average around one-third of the recovery”).

13 **a. The Settlement Achieved Is an Excellent Result.**

14 The result achieved is an important, if not the most important, factor to be considered in
15 making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (“most critical factor is the
16 degree of success obtained”). *Cf. Brand*, 139 Wash. 2d at 666 (“We will not overturn a large
17 attorney fee award in civil litigation merely because the amount at stake in the case is small.”).

18 Here, the \$14,750,000 Settlement Amount is an excellent result, representing a recovery
19 as a percentage of damages of 49% to 32%, with a 39% recovery based on the average of the
20 damages range (¶62), far in excess of recoveries in similar cases of this size. *See* Edward Flores
21 & Svetlana Starykh, *Recent Trends in Securities Class Action Litigation: 2024 Full-Year Review*,
22 NERA ECON. CONSULTING, at 26 (Jan. 22, 2025)⁴ (median recovery in securities class action
23 settlements from January 2015 to December 2024 involving total investor losses of \$200 million
24 to \$399 million was 2.9% of estimated losses); Laarni T. Bulan & Eric Tam, *Securities Class*
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26 ⁴ Available at https://www.nera.com/content/dam/nera/publications/2025/PUB_2024_Full-Year_Sec_Trends_0122.pdf.

1 *Action Settlements 2024 Review and Analysis*, CORNERSTONE RSCH., at 8 (Mar. 2025)⁵ (listing
2 7.9% as the median Securities Act settlement as a percentage of statutory damages). The
3 Settlement also compares favorably to recent Securities Act of 1933 (“Securities Act”) recoveries
4 in absolute terms. *See id.* (listing \$10.3 million as the median Securities Act settlement from 2015
5 to 2024).⁶

6 The significance of the proposed Settlement is also demonstrated by the substantial
7 obstacles that had to be overcome in order to achieve it – including Defendants’ multiple attempts
8 to obtain dismissal, a successful appeal of the trial court’s ordering dismissing the Action,
9 Defendants’ efforts to defeat class certification, and the extensive written discovery Plaintiffs
10 propounded, negotiated, and enforced, including extensive interrogatories, requests for
11 admission, hundreds of document requests, and nearly a dozen subpoenas *duces tecum* to third
12 parties, resulting in approximately 1.24 million pages downloaded and reviewed by teams of
13 attorneys in advance of noticing depositions. ¶¶32–38. Similarly, voluminous written discovery
14 was propounded by Defendants. Additional hurdles included the complexity of the claims and
15 the considerable risks and costs that further litigation would have entailed. ¶¶57–61. Given these
16 risks, and the smaller results from similar cases, \$14,750,000 is an excellent result.

17
18 **b. Achieving the Settlement Required Significant Time and Labor.**

19 Over seven years, Class Representatives’ Counsel performed a significant amount of
20 work, including:

- 21 (a) extensive factual investigation of the events underlying Funko’s November
22 1, 2017, initial public offering (“IPO”);
23 (b) analyzing the representations in Funko’s IPO “Offering Documents”;

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25 ⁵ Available at <https://www.cornerstone.com/wp-content/uploads/2025/03/Securities-Class-Action-Settlements-2024-Review-and-Analysis.pdf>.

26 ⁶ See also *In re Heritage Bond Litig.*, 2005 WL 1594389, at *8 (C.D. Cal. June 10, 2005) (recovery of “about 36% of the class’ total net loss” justified one-third fee and collecting cases).

- 1 (c) reviewing and analyzing industry reports, securities analyst reports,
2 comprehensive news reports, and press releases concerning the IPO;
3 (d) filing multiple detailed complaints;
4 (e) prevailing on Defendants' multiple attempts to dismiss the Action, including
5 by successfully appealing the trial court's order granting Defendants' Motion
6 to Dismiss;
7 (f) responding to nearly 500 discovery requests issued to Class Representatives,
8 and reviewing and producing documents on behalf of Class Representatives;
9 (g) defending the then-proposed Class Representatives at their respective
10 depositions;
11 (h) prevailing on Class Representatives' motion for class certification;
12 (i) issuing more than 300 document requests and subpoenas to Defendants and
13 third parties, and undertaking extensive meet and confers and motions to
14 compel to ensure they undertook satisfactory efforts to search for and produce
15 responsive documents and information and then analyzing over 1.24 million
16 pages of produced material;
17 (j) preparing for and participating in a formal day-long mediation session with
18 the mediator, Michelle Yoshida of Phillips ADR, in May 2023, in addition to
19 consulting with a damages expert, submitting detailed mediation statements
20 (and exhibits thereto), and participating in follow-up negotiations with
21 Ms. Yoshida culminating in the Settlement; and
22 (k) preparing all Settlement papers and overseeing the notice and claims process.

23 ¶¶ 19–41.
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1 c. **A Lodestar Cross-Check Confirms the Reasonableness of the Fee**
2 **Request.**

3 While this fee request is based on a percentage-of-recovery methodology, courts may also
4 conduct a “lodestar cross-check” – *i.e.*, “multiplying the number of hours reasonably expended
5 on the claim or motion by a reasonable hourly rate” – to further establish the reasonableness of
6 the requested fee. *Morris v. FPI Mgmt., Inc.*, 2022 WL 3013076, at *6 (E.D. Wash. Feb. 3, 2022).

7 Here, the lodestar cross-check confirms the propriety of the requested fee. In total, Class
8 Representatives’ Counsel expended 21,078.14 hours prosecuting the securities claims, which
9 resulted in a lodestar of \$14,751,613.50.⁷ Thus, the requested one-third fee of \$4,916,666.67,
10 represents a *negative* multiplier on the total lodestar of approximately 0.33 – that is, it would be
11 less than the lodestar Class Representatives’ Counsel incurred in securing this recovery for the
12 Class. There is no question that a negative multiplier is reasonable. *Dunne v. Quantum*
13 *Residential Inc.*, 2025 WL 896741, at *2 (W.D. Wash. Mar. 24, 2025) (in approving 40% fee
14 request, finding the “‘negative’ multiplier of 0.87 [] bolsters the reasonableness of the request”).
15 In fact, federal courts in the Ninth Circuit generally apply a “4x benchmark,” *Morris*, 2022 WL
16 3013076, at *4.

17 d. **The Contingent Nature of the Case, Risk of Loss, and the Delay in**
18 **Payment to Class Representatives’ Counsel Favor the Requested**
19 **Award.**

20 Class Representatives’ Counsel prosecuted this Action on a contingent-fee basis,
21 assuming significant risk that the Action would not result in any recovery and that they would
22 not receive any compensation. To date, Class Representatives’ Counsel have not been
23 compensated for any time or expense since the first securities action against Funko was filed in
24 2017. ¶71. Courts hold that the risk of receiving little or no compensation is a prominent factor

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⁷ The time and expenses devoted to the Action are set forth in the accompanying Declarations
26 of James I. Jaconette Filed on Behalf of Robbins Geller Rudman & Dowd LLP (“RGRD
 Decl.”), Juli E. Farris Filed on Behalf of Keller Rohrbach L.L.P. (“KR Decl.”), Aaron L. Brody
 Filed on Behalf of Stull, Stull & Brody (“SSB Decl.”), and Thomas L. Laughlin, IV Filed on
 Behalf of Scott+Scott Attorneys at Law LLP (“S+S Decl.”).

1 in assessing an award of attorneys' fees. *Kurtz v. RHHC Trios Health, LLC*, 2024 WL 3930500,
2 at *11 (E.D. Wash. Aug. 23, 2024).

3 Here, there were significant liability and damages risks, and success at summary
4 judgment and trial (and on likely appeal) was far from certain. For example, there was a risk of
5 the Court accepting Defendants' likely argument that Class Representatives could not prove their
6 damages were the result of any corrective disclosure released after their stock purchases, and that
7 the significant write-downs of dead stock inventory years after the IPO have no relevance to the
8 Offering Documents at issue here. ¶59. In light of these risks, Class Representatives' Counsel
9 and Class Representatives committed substantial time and resources necessary to successfully
10 prosecute the securities claims.

11 Ultimately, while Class Representatives' Counsel and Class Representatives believe they
12 would have prevailed at summary judgment, trial, and appeal, the complexity of this case made
13 the outcome uncertain. *See Hefler v. Wells Fargo & Co.*, 2018 WL 6619983, at *13 (N.D. Cal.
14 Dec. 18, 2018) (“‘Courts have recognized that, in general, securities actions are highly complex
15 and that securities class litigation is notably difficult and notoriously uncertain.’”). Accordingly,
16 the contingent nature of the representation and the sizable financial risks borne by Class
17 Representatives' Counsel support the fee request.

18 **e. The Requested Award Is in Line with Awards Made in Similar**
19 **Cases.**

20 As noted above (*supra*, §§I, II.B), courts regularly award one-third of the common fund
21 in class actions and securities cases similar to this one. Additional examples include: *Kendall v.*
22 *Odonate Therapeutics, Inc.*, 2022 WL 1997530, at *7 (S.D. Cal. June 6, 2022); *Khoja v. Orexigen*
23 *Therapeutics, Inc.*, 2021 WL 5632673, at *9, 12 (S.D. Cal. Nov. 30, 2021) (awarding one-third
24 and collecting cases); *Plymouth Cnty. Contributory Ret. Sys. v. Adamas Pharms., Inc.*, No. 2021
25 WL 9626239, at *2 (Cal. Super. Ct., Alameda Cnty. Apr. 13, 2021); *In re Menlo Therapeutics*
26 *Inc. Sec. Litig.*, No. 18CIV06049, at *6 (Cal. Super. Ct., San Mateo Cnty. Aug. 14, 2020); *In re*

1 *ProNAi Therapeutics, Inc. S'holder Litig.*, No. 16-CIV-02473, at *5 (Cal. Super. Ct., San Mateo
2 Cnty. May 24, 2019); *Paton v. Advanced Micro Devices, Inc.*, No. 1-07-CV-084838, at *5, *7,
3 (Cal. Super. Ct., Santa Clara Cnty. Aug. 22, 2014) (one-third fee “not an uncommon contingency
4 fee percentage”); *Heritage Bond*, 2005 WL 1594389, at *8.

5 The requested fee award is therefore not just merited by the circumstances of this
6 proposed Settlement, but is also squarely in line with awards in similar cases.

7
8 **f. The Experience, Reputation, Ability, and Quality of Counsel, and the
Skill They Displayed in the Action, Favor the Fee Requested.**

9 The skill, experience, reputation, quality, and ability of the attorneys who prosecuted this
10 case also support the requested fee award. Class Representatives’ Counsel have earned national
11 reputations for excellence through many years of litigating complex actions, particularly
12 securities class actions. As set forth in their Firm Résumés, Class Representatives’ Counsel’s
13 experience, resources, and high-quality attorneys have allowed them to obtain significant
14 recoveries on behalf of their clients. RGRD Decl., Ex. D; KR Decl., Ex. C; SSB Decl., Ex. C;
15 S+S Decl., Ex. C.

16 Courts also consider the quality of opposing counsel in evaluating the work done by
17 plaintiffs’ counsel. *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 261 (N.D. Cal. 2015).
18 Here, Defendants’ Counsel included several large, nationally-renowned law firms, and all have
19 reputations for vigorous and skilled advocacy. In the face of such opposition, Class
20 Representatives’ Counsel developed a case that persuaded Defendants to settle for an amount
21 that is highly favorable to the proposed Class. This factor therefore also weighs strongly in favor
22 of the requested fee.

23 **g. The Reaction of the Class Favors the Fee Request.**

24 While the deadline for objecting to (or opting-out of) the proposed Settlement has not
25 passed, to date, ***not one*** objection has been filed to any aspect of the proposed Settlement, nor
26 has ***any*** Class Member requested exclusion from the Class. “The absence of objections or

1 disapproval by class members to Class Counsel's fee request further supports finding the fee
2 request reasonable." *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. June 10,
3 2005). *See also In re Am. Apparel, Inc. S'holder Litig.*, 2014 WL 10212865, at *15 (C.D. Cal.
4 July 28, 2014) ("In order to gauge the reaction of the other class members, it is appropriate to
5 evaluate the number of requests for exclusion, as well as the objections submitted.").⁸

6
7 **h. Class Representatives' Counsel's Continuing Obligations.**

8 Class Representatives' Counsel's work does not end with the approval of the proposed
9 Settlement. Should the Court approve the Settlement, Class Representatives' Counsel will
10 continue to work on behalf of the Class, including supervising the claims process, answering
11 Class Members' calls and, if necessary, litigating appeals. That work is not accounted for in Class
12 Representatives' Counsel's current lodestar, but merits consideration when evaluating the fee
13 and expense request here.

14 In sum, each of the foregoing factors strongly militates in favor of the reasonableness of
15 Class Representatives' Counsel's fee request, and of granting that request.

16 **C. Class Representatives' Counsel's Litigation Expenses Are Reasonable and Should
17 Be Approved**

18 Attorneys who create a common fund for the benefit of a class are also entitled to payment
19 from the fund of reasonable litigation expenses. *Summers v. Sea Mar Cmty. Health Ctrs.*, 29
20 Wash. App. 2d 476, 486 (Wash. Ct. App. 2024); *Hallman*, 2021 WL 9567171, at *2. In
21 determining whether particular costs are compensable, courts consider whether they are of the
22 type typically billed by attorneys to paying clients in the marketplace. *Harris v. Marhoefer*, 24
23 F.3d 16, 19 (9th Cir. 1994).

24 Here, there is no question the expenses at issue fall into that category and are examples
25 of the types of reasonable expenditures necessary to prosecute an action. As itemized in the Class

26 ⁸ Class Representatives' Counsel will respond to objections in the reply papers and will produce
a full tally of objections and exclusions, if any are received.

Representatives' Counsel Declarations, these expenses include: filing, electronic discovery, deposition, online legal research, expert, consultant, investigator, photocopy, mediation, and travel fees. The total amount of these expenses is \$397,559.12, accrued over seven years. Given that Class Representatives' Counsel have borne these necessary costs and the risk of nonpayment, payment of these costs is fair and reasonable. Courts routinely approve similar payment requests. *See, e.g., Khoja*, 2021 WL 5632673, at, *12; *Micro Focus*, Case No. 18CIV01549, at *6.

D. Class Representatives' Reimbursement Requests Are Reasonable

"Courts may grant service awards to class representatives for the time and effort they expend to recover benefits on behalf of others, and such awards are usually deducted from the common fund." *Ramirez v. Precision Drywall, Inc.*, 2010 WL 8333843 (Wash. Super. Aug. 11, 2010) (collecting cases listing \$20,000 to \$55,000 awards to each class representative). *See also* 15 U.S.C. §77z-1(a)(4) (permitting "award of reasonable costs and expenses (including lost wages) directly relating to the representation of the class to any representative party serving on behalf of the class"). Here, each Class Representative seeks reimbursement of \$25,000 for their time prosecuting the securities claims on behalf of themselves and the Class. A detailed description of their efforts is set forth in their declarations. Each Class Representative devoted an enormous amount of time – collectively, over 475 hours over the course of seven years, representing over \$150,000-worth of their time – to represent other, unknown investors without any promise of a successful resolution or recovery of their losses. *See Lowinger Decl.*, ¶18; *Linde Decl.*, ¶18; *Berkelhammer Decl.*, ¶16. Some of the numerous tasks they performed include: (i) reviewing pleadings, briefs, and orders; (ii) supervising counsel, including regularly communicating with Class Representatives' Counsel about case updates and attending videoconference sessions; (iii) reviewing Defendants' multiple requests for production of documents and searching for and producing documents; (iv) responding to Defendants' multiple interrogatories with hundreds of pages of interrogatory responses; (v) preparing for and sitting for class representative depositions; (vi) conferring with Class Representatives' Counsel in

1 advance of the mediation and, later, the settlement negotiations that ultimately resulted in this
2 proposed Settlement; and (vii) approving the filing all settlement documents. *See* Lowinger
3 Decl., ¶10; Linde Decl., ¶8; Berkelhammer Decl., ¶8.

4 Such requests are routinely granted in similar cases where plaintiffs, through their efforts,
5 pursue a case to a successful conclusion for the benefit of a class. *See, e.g., In re Apple Inc. Sec.*
6 *Litig.*, 2024 WL 4246282, at *8 (N.D. Cal. Sept. 18, 2024) (plaintiff awarded \$29,946.40); *In re*
7 *Wells Fargo & Co. S'holder Derivative Litig.*, 445 F. Supp. 3d 508, 534 (N.D. Cal. 2020), *aff'd*,
8 845 F. App'x 563 (9th Cir. 2021) (\$25,000 for each plaintiff); *In re Petrobras Sec. Litig.*, 317 F.
9 Supp. 3d 858, 879 (S.D.N.Y. 2018) (awarding plaintiffs \$300,000, \$50,000, and \$50,000); *see*
10 *also Carlin*, 380 F. Supp. 3d at 1029 (\$45,000 each for four current named plaintiffs); *In re GSE*
11 *Bonds Antitrust Litig.*, 2020 WL 3250593, at *6 (S.D.N.Y. June 16, 2020) (awarding class
12 representatives \$50,000 each).⁹

13 III. CONCLUSION

14 For the reasons set forth herein and in the accompanying Jaconette Declaration and Final
15 Approval Memorandum and all documents filed in support of preliminary approval, Class
16 Representatives' Counsel respectfully submit that the requirements of Washington State law and
17 due process are readily satisfied here, that the request for an award of attorneys' fees and expenses
18 is fair, reasonable, and appropriate under all the circumstances of this case, and the
19 reimbursement requests are reasonable in amount and supported by declarations, and should
20 therefore all be granted.

21
22
23
24 ⁹ Additionally, former named Plaintiff Ernest Baskin spent over 25 hours (over \$5,000-worth of
25 his time) prosecuting the securities claims, including responding to Defendants' discovery
26 requests, also respectfully requests a \$5,000 payment. Declaration of Ernest Baskin in Support
of Request for Reimbursement for Time and Expenses, Jaconette Declaration, Ex. 4, ¶12. Courts
grant similar requests. *See, e.g., Carlin*, 380 F. Supp. 3d at 1027 ("award[ing] \$5,000 to each
former named Plaintiff").

1 DATED this 2nd day of May 2025.

2
3 Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on May 2, 2025, I caused to be served a true and correct copy of the foregoing on the following recipients via the method indicated:

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9
10 I declare under penalty of perjury under the laws of the State of Washington that the
foregoing is true and correct.

11 DATED this 2nd day of May 2025, at Seattle, Washington.

12
13 KELLER ROHRBACK L.L.P.

14
15 s/ Elizabeth A. Burnett

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