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THE HONORABLE KAREN DONOHUE
JUDGE OF THE SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

| | | |
|---|---|---|
| In re FUNKO, INC. SECURITIES LITIGATION |) | Case 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, 18-2-14811-1 SEA and 18-2-12229-5 SEA) |
| This Document Relates To: |) | |
| ALL ACTIONS. |) | <u>CLASS ACTION</u> |
| |) | MEMORANDUM OF LAW IN SUPPORT OF CLASS REPRESENTATIVES' UNOPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT |

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1 **I. INTRODUCTION**

2 Class Representatives Robert Lowinger, The Ronald and Maxine Linde Foundation, and Carl
3 Berkelhammer (collectively, “Class Representatives”) respectfully submit this memorandum of law
4 in support of their unopposed motion for preliminary approval of the settlement of this class action
5 (“Action”) on the terms outlined in the Stipulation of Settlement, dated February 7, 2025
6 (“Stipulation”).¹ The proposed settlement (“Settlement”) provides for the payment of \$14.75 million
7 in cash for the benefit of the Class² and is the result of hard-fought litigation and arm’s-length
8 negotiations between the Parties with the assistance of an experienced mediator, Michelle Yoshida
9 of Phillips ADR (“Mediator”). The Settlement resolves all claims against all Defendants in this
10 Action.

11 The Settlement is an excellent result for the Class, especially considering the risk of a much
12 smaller – or zero – recovery if the Action were to proceed through summary judgment, trial, and
13 likely appeals. During the course of the Action, Class Representatives’ Counsel conducted a
14 comprehensive investigation, undertook significant motion practice (including successfully obtaining
15 reversal of an order granting Defendants’ motion to dismiss), obtained certification of the Class,
16 reviewed and analyzed more than 1.2 million pages of documents produced by Defendants and third
17 parties, evaluated the value of the claims asserted with the assistance of a financial expert, Bjorn I.
18 Steinholt, CFA, and meaningfully assessed the likelihood of success in further proceedings and at
19 trial. The Parties also participated in extensive settlement negotiations overseen by an experienced
20 mediator, where the strengths and weaknesses of the Parties’ respective positions were fully

21 _____
22 ¹ The Stipulation is attached to the Declaration of James I. Jaconette filed in support of this
23 motion (“Jaconette Decl.”) as Exhibit 1. All capitalized terms not otherwise defined shall have the
24 same meaning as set forth in the Stipulation. Citations are omitted and emphasis is added throughout
25 unless otherwise indicated.

26 ² “Class” means all Persons who purchased or otherwise acquired common stock pursuant to
or traceable to the Registration Statement and Prospectus issued in connection with Funko, Inc.’s
27 (“Funko”) November 1, 2017 Initial Public Offering, excluding Defendants, the officers, directors,
28 and affiliates of Defendants, members of their Immediate Families, their legal representatives, heirs,
29 successors, or assigns, and any entity in which Defendants have or had a controlling interest, as well
30 as those Persons who timely and validly request exclusion from the Class.

1 explored and debated. Class Representatives and Class Representatives’ Counsel, therefore, had
2 sufficient information to make an informed decision regarding the fairness, reasonableness, and
3 adequacy of the proposed Settlement.

4 Accordingly, Class Representatives respectfully ask the Court to enter the proposed Order
5 Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”),
6 submitted herewith. Class Representatives also request that the Court schedule a Settlement Hearing
7 to consider final approval of the proposed Settlement, the Plan of Allocation, Class Representatives’
8 Counsel’s request for attorneys’ fees and expenses, and Class Representatives’ request for payment
9 of their time and expenses they incurred in prosecuting this Action on behalf of the Class.

10 **II. FACTUAL BACKGROUND**

11 **A. This Action**

12 This certified class action alleges strict liability and negligence claims under Sections 11,
13 12(a)(2), and 15 of the Securities Act of 1933 (“Securities Act”) against defendants Funko, certain of
14 Funko’s current and former Officers and Directors (collectively, “Funko Defendants”), private
15 equity firms ACON Investments, L.L.C. (“ACON”), ACON Funko Manager, L.L.C. (“ACON
16 Funko Manager”), ACON Funko Investors, L.L.C. (“ACON Funko Investors”), ACON Funko
17 Investors Holdings I, L.L.C. (“ACON Funko Investors Holdings I”), and ACON Equity GenPar,
18 L.L.C. (“ACON Equity GenPar”) (collectively, “ACON Defendants”) and Fundamental Capital,
19 LLC (“Fundamental”) and Fundamental Capital Partners, LLC (“Fundamental Capital Partners”)
20 (collectively, “Fundamental Defendants”), certain of ACON’s and Fundamental’s Officers and
21 Directors, and underwriters Goldman Sachs & Co. L.L.C., J.P. Morgan Securities LLC, Merrill
22 Lynch, Pierce, Fenner & Smith Incorporated, Piper Jaffray & Co., Jefferies LLC, Stifel, Nicolaus &
23 Company, Incorporated, BMO Capital Markets Corp., and SunTrust Robinson Humphrey, Inc.
24 (n/k/a Truist Securities, Inc.) (collectively, “Underwriter Defendants,” and together with Funko
25 Defendants, ACON Defendants, and Fundamental Defendants, “Defendants”). The Action arises
26 from alleged misstatements and omissions of material fact in the Registration Statement and

1 Prospectus (“Offering Documents”) issued in connection with Funko’s November 1, 2017 Initial
2 Public Offering (“IPO”).

3 To effectuate Funko’s IPO, Defendants issued Offering Documents that Class
4 Representatives allege contain materially false and misleading statements and omissions concerning,
5 *inter alia*, Funko’s financial performance and operations. Among other allegations, Class
6 Representatives asserted that the Offering Documents misrepresented and omitted material facts
7 related to, accumulated excess and obsolete inventory and Funko’s inventory tracking systems,
8 Funko’s channels and practices related to pulling forward revenues, graphics concerning Funko’s
9 performance, and an abandoned e-commerce platform. The Class Representatives also contended
10 that as alleged omitted material facts began to be revealed to the market, Funko’s stock price
11 precipitously fell, damaging Class Representatives and other Class members. Defendants have
12 denied, and continue to deny, Class Representatives’ allegations and claims.

13 **B. Procedural History**

14 Starting in November 2017, multiple plaintiffs filed the first of several related actions in this
15 Court and other courts. *See, e.g.*, Compl. for Violations of Sections 11, 12 and 15 of the Securities
16 Act of 1933, *Lowinger v. Funko, Inc.*, No. 17-2-29838-7 SEA (King Cnty. Super. Ct. Nov. 16,
17 2017); Compl. for Violations of Sections 11, 12 and 15 of the Securities Act of 1933, *Baskin v.*
18 *Funko, Inc.*, No. 18-2-02535-4 SEA (King Cnty. Super. Ct. Jan. 30, 2018); Compl. for Violations of
19 the Securities Act of 1933, *Berkelhammer v. Funko, Inc.*, No. 18-2-02458-31 (Snohomish Cnty.
20 Super. Ct. Mar. 13, 2018). Generally, the actions alleged that Defendants had violated Sections 11,
21 12(a)(2), and 15 of the Securities Act by selling, or offering to sell, Funko common stock pursuant to
22 the allegedly negligently prepared Offering Documents. In July 2018, those actions were
23 consolidated before this Court. *See Order Granting Stipulation Consolidating Cases, Appointing*
24 *Lead & Liaison Counsel, and Providing Schedule for Resp. to Consolidated Compl.*, No. 17-2-
25 29838-7 SEA (July 2, 2018).

1 On August 1, 2018, plaintiffs The Ronald and Maxine Linde Foundation, Robert Lowinger,
2 Michael Surratt, Ernest Baskin, Carl Berkelhammer, and Michael Lovewell (together, “Plaintiffs”)
3 filed the Consolidated Complaint for Violations of the Securities Act of 1933 (“Consolidated
4 Complaint”).³ Thereafter, on October 1, 2018, Defendants moved to dismiss the Action, Plaintiffs
5 opposed on October 31, 2018, and on August 2, 2019, the Court dismissed the Consolidated
6 Complaint without prejudice.

7 On October 3, 2019, plaintiffs filed the First Amended Consolidated Complaint for
8 Violations of the Securities Act of 1933 (“FAC”). Defendants again moved to dismiss the Action on
9 December 6, 2019, plaintiffs again opposed on February 14, 2020, and on August 5, 2020, the Court
10 dismissed the FAC with prejudice. Plaintiffs then filed a timely appeal to the Court of Appeals for
11 the State of Washington (the “Court of Appeals”) on September 4, 2020. Following full briefing and
12 an oral argument, on November 1, 2021, the Court of Appeals issued an unpublished opinion
13 affirming the district court’s opinion in part, reversing it in substantial part, and remanding for
14 further proceedings. Unpublished Op., *In re Funko, Inc. Sec. Litig.*, No. 81811-2-I (Wash. Ct. App.
15 Nov. 1, 2021). Following remand, the Parties conducted extensive fact discovery, including multiple
16 document requests, subpoenas to third parties, and interrogatories, and litigated a number of
17 discovery motions once negotiations to resolve certain discovery disputes reached impasse. In sum,
18 all Parties, as well as third parties, produced over 245,000 documents (totaling over 1.2 million
19 pages) in the Action. The parties litigated discovery disputes regarding the adequacy of discovery
20 responses throughout the pendency of the Action, including during the periods of deposition
21 discovery.

22 ³ On April 15, 2019, plaintiff Berkelhammer was granted voluntary dismissal without
23 prejudice from this action following Berkelhammer’s appointment as the lead plaintiff in a
24 substantially similar action in federal court. *See also* Order Granting Carl Berkelhammer’s Renewed
25 Mot. Appointment as Lead Pl. & Approval of Selection of Lead Counsel & Liaison Counsel,
26 *Kanugonda v. Funko Inc.*, No. 2:18-cv-00812-DGE (W.D. Wash. Jan. 4, 2019), ECF No. 40. To
increase the scope of class representatives by including the federal lead plaintiff, Berkelhammer
rejoined this Action as a Court-appointed Class Representative following the federal court’s entry of
the Order Granting Plaintiff’s Motion for Voluntary Dismissal. *Berkelhammer v. Funko, Inc.*,
No. 2:18-cv-00812-DGE (W.D. Wash. Oct. 13, 2023) ECF No. 110.

1 On July 7, 2023, proposed Class Representatives The Ronald and Maxine Linde Foundation,
2 Robert Lowinger, and Carl Berkelhammer moved for class certification. Thereafter, Defendants
3 conducted discovery of the proposed Class Representatives, including the depositions of each of the
4 three proposed Class Representatives and plaintiffs' expert, Bjorn Steinholt. Defendants then
5 opposed the motion for class certification on September 27, 2023. The Court granted plaintiffs'
6 motion for class certification in its entirety on November 6, 2023.

7 C. Settlement Negotiations

8 On May 16, 2023, the Parties participated in an all-day virtual mediation session conducted
9 by Michelle Yoshida, an experienced mediator at the nationally-recognized complex litigation
10 mediation firm, Phillips ADR. In advance of the mediation, the Parties exchanged mediation
11 statements and extensive documentary exhibits. They also prepared answers to a series of
12 confidential questions, posed by the Mediator in advance of the mediation, which were designed to
13 meaningfully examine the strengths and weaknesses of the claims and defenses. Despite good faith
14 efforts to reach a resolution, the mediation, while productive, was unsuccessful. Thereafter, the
15 Parties continued to litigate the Action, proceeding, *inter alia*, through class certification, class
16 representative depositions, and extensive document discovery, while simultaneously continuing their
17 negotiations through the Mediator.

18 On October 18, 2024, the Mediator issued a "mediator's proposal" of \$14.75 million to settle
19 the Action, which the Parties thereafter accepted.

20 III. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL

21 Washington State has a well-established public policy favoring compromises of litigation,
22 particularly in class actions. *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn. 2d 178, 35 P.3d
23 351 (Wash. 2001); *Indoor Billboard/Wash., Inc. v. Integra Telecom of Wash., Inc.*, 162 Wn. 2d 59,
24 170 P.3d 10 (Wash. 2007).

25 Washington State Superior Court Civil Rule 23 requires judicial approval of all class actions.
26 CR 23(e). There are three steps class representatives must take in order to obtain such approval.

1 First, class representatives must move for preliminary approval of the settlement, requesting
2 permission to provide notice of the settlement to the class and setting certain relevant dates,
3 including for a settlement fairness hearing and deadlines for class members to object or withdraw.
4 *See Pickett*, 145 Wn. 2d at 186; *Deien v. Seattle City Light*, 26 Wn. App. 2d 57, 61, 527 P.3d 102,
5 105 (Wash. Ct. App. 2023). Second, class representatives must disseminate notice to class members
6 informing them of the proposed settlement and their right to object. *Pickett*, 145 Wn. 2d at 186;
7 *Summers v. Sea Mar Cmty. Health Ctrs.*, 29 Wn. App. 2d 476, 491-99, 541 P.3d 381, 390-94 (Wash.
8 Ct. App. 2024), *review denied sub nom. Barnes v. Sea Mar Cmty. Health Cntrs.*, 3 Wn. 3d 1002, 549
9 P.3d 1002 (Wash. 2024). Third, the court holds a settlement fairness hearing at which it considers
10 the fairness, adequacy, and reasonableness of the settlement. *Pickett*, 145 Wn. 2d at 186; *Deien*, 26
11 Wn. App. 2d at 62.

12 Class Representatives have reached the first step in the process and now request that the
13 Court preliminarily approve the Settlement. Thus, in determining whether to grant preliminary
14 approval, the Court need only consider whether ““the proposed settlement appears to be the product
15 of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly
16 grant preferential treatment to class representatives or segments of the class, and falls within the
17 range of possible [judicial] approval.”” 4 William B. Rubenstein, *Newberg and Rubenstein on Class*
18 *Actions* § 13:13 (6th ed. 2024) (quoting *Manual for Complex Litigation (Second)* § 30.44 (1985)).
19 The Settlement easily satisfies these criteria.

20 **A. The Settlement Is the Product of Informed, Arm’s-Length**
21 **Negotiations**

22 Courts accord a presumption of fairness to a proposed settlement when settlement
23 negotiations are overseen by a neutral mediator. *Mannacio v. Sovereign Lending Grp. Inc.*, No.
24 3:22-cv-05498-TMC, 2023 WL 6389792, at *4 (W.D. Wash. Oct. 2, 2023). As discussed above, the
25 Settlement was reached only after extensive arm’s-length negotiations under the guidance of
26 Michelle Yoshida of Phillips ADR, an experienced mediator at a well-known mediation firm run by
Layn R. Phillips, a retired federal judge who founded and operates his eponymous nationally-

1 recognized firm. During and after the mediation, Class Representatives and Defendants debated and
2 fully explored the strengths and weaknesses of their respective claims and defenses. With an
3 informed understanding of the disputed issues in the Action and the risks associated with continued
4 litigation, they negotiated the Settlement. The Settlement is thus presumptively fair. *See Deien*, 26
5 Wn. App. 2d 57 at 62 (“The Settlement is the result of arms’ length negotiations conducted in good
6 faith by experienced attorneys familiar with the legal and factual issues of this case.”); *Probst v.*
7 *State of Wash. Dep’t of Ret. Sys.*, 150 Wn. App. 1062, 2009 WL 1863993, at *1 (Wash. Ct. App.
8 2009) (approving settlement following “discussions with the guidance of an experienced mediator”).

9 The Settlement also does not have any obvious deficiencies and does not unfairly favor any
10 Class members, given that the aggregate cash consideration offered in the Settlement fairly values
11 the claims and the Plan of Allocation treats all Class members equitably, granting everyone who
12 submits a timely and valid Claim Form (Class Representative or not) a *pro rata* distribution of the
13 Net Settlement Fund.

14 **B. The Settlement Amount Is Within the Range of Reasonableness**

15 The Settlement, which provides a large cash benefit to the Class, is certainly within the range
16 of reasonableness. Based on accepted damages models the recovery in this Action expressed as a
17 percentage of damages ranges from 49% to 32%, with a 39% recovery based on the average of the
18 damages range. Indeed, that percentage recovery is significantly – even multiples – higher than the
19 median Securities Act class action settlement as a percentage of statutory damages reported
20 nationally. In Class Representatives’ view, the Settlement acknowledges the merit of the claims
21 asserted and reasonably weighs their likelihood of success in further proceedings and at trial, as well
22 as the alleged damages flowing from the alleged securities law violations.

23 While Class Representatives firmly believe in the strength of their claims, success was far
24 from certain. Defendants vigorously disputed the falsity and materiality of the challenged
25 statements, argued that the Offering Documents properly contained “risk factors” concerning alleged
26 misrepresented and omitted material facts, and asserted that alleged revelations of material omitted

1 facts did not cause the Class’s losses. Those issues would have been heavily disputed throughout the
2 remainder of the Action and should Defendants have prevailed on any of those issues at summary
3 judgment or trial, the Class could have recovered less damages than asserted or no damages at all.

4 In addition, affirmative defenses anticipated to be raised at summary judgment and trial
5 would have required expert testimony on industry-specific issues, negative causation, and damages.
6 Even with the most competent experts in these fields, there could be no guarantee that Class
7 Representatives would prevail on liability and damages. Defendants’ experts, who would no doubt
8 be well-credentialed, would likely present opinions designed to establish affirmative defenses such
9 as negative causation, undermine Class Representatives’ ability to demonstrate liability, and mitigate
10 or even portend to eliminate damages.

11 An evaluation of the benefits of the Settlement must also be tempered by the recognition that
12 any compromise involves concessions on the part of the settling parties. Thus, the possibility that
13 the Class *might* achieve a better recovery after trial (and inevitable appeal) does not preclude a
14 finding that the Settlement is within the “range of reasonableness” appropriate for approval. *Zuern*
15 *v. IDS Prop. Cas. Ins. Co.*, No. C19-6235-MLP, 2021 WL 735751, at *4 (W.D. Wash. Feb. 25,
16 2021). Here, the cash recovery of \$14.75 million is a favorable result for the Class considering the
17 risk of receiving a much smaller recovery, or no recovery at all, if the Action were to continue.

18 Class Representatives’ Counsel have carefully considered and evaluated the likelihood of
19 prevailing and the risk, expense, and duration of continued litigation, and have concluded that the
20 Settlement is fair, reasonable, adequate, and in the best interest of the Class. *Pickett*, 145 Wn. 2d at
21 192 (relevant factors include “likelihood of success by plaintiffs; the amount of discovery or
22 evidence; the settlement terms and conditions; recommendation and experience of counsel; future
23 expense and likely duration of litigation; recommendation of neutral parties . . . each of which, in our
24 opinion, weighs heavily in favor of approval of the settlement as ‘fair, adequate, and reasonable’”)
25 (citation omitted). Counsel’s support of the Settlement further evidences its reasonableness. *Id.* at
26

1 200; *see also Deien*, 26 Wn. App. 2d 57 at 68 (“[G]iven class counsel’s skill and experience,
2 counsel’s support of the settlement was entitled to great weight.”).

3 **IV. THE NOTICE PROGRAM SATISFIES WASHINGTON STATE LAW**
4 **AND DUE PROCESS**

5 Before a court may grant final approval of a class action settlement, CR 23(e) requires that
6 “notice of the proposed dismissal or compromise shall be given to all members of the class in such
7 manner as the court directs.” CR 23(e). “The requirements of CR 23(e) are for the most part
8 procedural, requiring notice of a proposed settlement be given to class members and that they be
9 given an opportunity to object to the settlement.” *Pickett*, 145 Wn. 2d at 188; *see also Summers*, 29
10 Wn. App. 2d at 491 (“This is notice reasonably calculated, under all the circumstances, to apprise
11 interested parties of the pendency of the action and afford them an opportunity to present their
12 objections.”) (citation omitted).

13 Here, the Notice of Pendency of Class Action, Proposed Settlement, and Motion for
14 Attorneys’ Fees and Expenses (the “Notice”) will be mailed or emailed to all Persons who fall within
15 the definition of the Class and whose names and addresses or email addresses can be identified from
16 the shareholder list provided by Funko. In addition, the Claims Administrator will send out letters to
17 entities that commonly hold securities in “street name” as nominees for the benefit of customers who
18 beneficially hold shares. The Parties further propose to supplement the mailed Notice with a
19 “Summary Notice” to be published in *The Wall Street Journal* and over a national newswire service.
20 The Notice and Summary Notice are attached to the Stipulation as Exhibits A-1 and A-3. *See*
21 *Jaconette Decl.*, Ex. 1 (Exs. A-1, A-3). The Claims Administrator will also create a Settlement
22 website and post relevant information and documents and staff a toll-free telephone number that
23 Class members may call to get answers to their questions.

24 Further, to satisfy due process, notice must be “reasonably calculated, under all the
25 circumstances, to apprise interested parties of the pendency of the action and afford them an
26 opportunity to present their objections.” *Summers*, 29 Wn. App. 2d at 491 (quoting *Roes*, 1-2 v.

1 *SFBSC Mgmt., LLC*, 944 F.3d 1035, 1045 (9th Cir. 2019)).⁴ Here, the Notice describes the nature of
2 the Action; sets forth the definition of the Class and the Class’ claims; and discloses the process for
3 Class members to exclude themselves (if applicable) or object. The Notice also describes the
4 Settlement and the reasons the Parties are proposing the Settlement; explains the proposed Plan of
5 Allocation; discloses the date, time, and place of the Settlement Hearing; and states that Class
6 Representatives’ Counsel and Class Representatives will seek awards, and notes the maximum
7 amounts for the requested awards. Thus, the form and substance of the Notice satisfies Washington
8 State law and due process and are the type routinely approved in securities settlements. *See, e.g.*,
9 Stipulation of Settlement, *In re Zillow Grp., Inc. Sec. Litig.*, No. 2:17-cv-01387-JCC (W.D. Wash.
10 Mar. 31, 2023), ECFs 173; Order Granting Mot. Prelim. Approval Class Action Settlement, *In re*
11 *Zillow Grp., Inc. Sec. Litig.*, No. 2:17-cv-01387-JCC, ECF No. 175 (Proposed Notice of Proposed
12 Settlement of Class Action and subsequent Order Granting Motion for Preliminary Approval of
13 Class Action Settlement); Order Preliminarily Approving Settlement & Providing for Notice, *In re*
14 *Micro Focus Int’l plc Sec. Litig.*, Case No. 18CIV01549 (San Mateo Cty. Super. Ct. Feb. 7, 2023)
15 (including court-approved Notice of Proposed Settlement of Class Action and Summary Notice).

16 Finally, Class Representatives propose that the Court appoint A.B. Data, Ltd. (“A.B. Data”) as the
17 Claims Administrator for the Settlement. A.B. Data has satisfactorily served as a settlement
18 claims administrator in hundreds of cases and has the experience and expertise to efficiently and
19 accurately act as the Claims Administrator here. *See* Jaconette Decl., Ex. 2 (A.B. Data Resume).

20 **V. SCHEDULING THE SETTLEMENT HEARING**

21 Should preliminary approval of the Settlement be granted, Class Representatives request the
22 Court establish the following schedule of events leading to the Settlement Hearing:

| EVENT | TIMING |
|---|--|
| Deadline for mailing Notice and Proof of Claim to Class members | Not later than 20 calendar days after execution of the Preliminary Approval Order (the |

26 ⁴ *Pickett*, 145 Wn. 2d at 187-88 (“CR 23 is identical to its federal counterpart, Fed. R. Civ. P. 23, and thus, federal cases interpreting the analogous federal provision are highly persuasive.”).

| | | |
|----|--|---|
| 1 | | “Notice Date”) |
| 2 | Deadline for publishing Summary Notice | Not later than 7 calendar days after the Notice Date |
| 3 | Deadline for filing papers in support of the Settlement, Plan of Allocation, and request for an award of attorneys’ fees, expenses, and payment to the Class Representatives | Not later than 35 calendar days before the Settlement Hearing |
| 4 | | |
| 5 | Deadline for requesting exclusion from the Class and deadline for filing objections to the Settlement, Plan of Allocation, and request for an award of attorneys’ fees, expenses, and payment to the Class Representatives | Not later than 21 calendar days before the Settlement Hearing |
| 6 | | |
| 7 | Deadline for submitting completed Proofs of Claim to the Claims Administrator | Not later than 120 calendar days after the Notice Date |
| 8 | | |
| 9 | Deadline for filing reply papers in support of the Settlement, Plan of Allocation, request for an award of attorneys’ fees, expenses, and payment to the Class Representatives | Not later than 7 calendar days prior to the Settlement Hearing |
| 10 | | |
| 11 | Settlement Hearing | At the Court’s convenience, but no sooner than 100 days following the entry of the Preliminary Approval Order |
| 12 | | |
| 13 | | |
| 14 | | |

15 **VI. CONCLUSION**

16 Based on the foregoing, the Class Representatives believe that the Settlement is a highly
17 favorable resolution and is fair, reasonable, and in the best interests of the Class. Accordingly, Class
18 Representatives respectfully request that the Court preliminarily approve the Settlement and enter
19 the Preliminary Approval Order.
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1 DATED: February 7, 2025

Respectfully submitted,

2 **KELLER ROHRBACK L.L.P.**

3
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22 I certify that this Memorandum contains 3,715
23 words, in compliance with the Local Civil Rules.

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Carl M. Berkelhammer*

CERTIFICATE OF SERVICE

I hereby certify that on February 7, 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 I declare under penalty of perjury under the laws of the State of Washington that the
10 foregoing is true and correct.

11 DATED this 7th day of February 2025, at Seattle, Washington.

12 KELLER ROHRBACK L.L.P.

13
14 *s/Elizabeth A. Burnett*
15 Elizabeth Burnett, Legal Assistant
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