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THE HONORABLE KAREN DONOHUE
JUDGE OF THE SUPERIOR COURT OF WASHINGTON
STATE

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>
)	ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE

1 WHEREAS, an action is pending before this Court entitled *In re Funko, Inc. Securities*
2 *Litigation*, Case No. 17-2-29838-7 SEA (King County Sup. Ct.) (the “Action”);

3 WHEREAS, on November 6, 2023, the Court entered an order (i) granting plaintiffs’
4 motion to certify a class of investors who purchased or otherwise acquired common stock pursuant
5 to or traceable to the Registration Statement and Prospectus issued in connection with Funko,
6 Inc.’s (“Funko”) November 1, 2017 Initial Public Offering; (ii) appointed The Ronald and Maxine
7 Linde Foundation, Robert Lowinger, and Carl M. Berkelhammer as Class Representatives; and
8 (iii) appointed Robbins Geller Rudman & Dowd LLP and Stull, Stull & Brody as Class Counsel
9 and Keller Rohrback L.L.P. as Liaison Counsel; and

10 WHEREAS, on February 7, 2025, the Parties entered into a Stipulation of Settlement (the
11 “Stipulation” or “Settlement”) which is subject to review by this Court and which, together with
12 the exhibits thereto, sets forth the terms and conditions for the Settlement; and the Court having
13 read and considered the Stipulation and the accompanying documents; and the Parties to the
14 Stipulation having consented to the entry of this Order; and all capitalized terms used herein have
15 the meanings defined in the Stipulation.

16 NOW, THEREFORE, IT IS HEREBY ORDERED, this 12th day of February 2025, that:

17 1. The Court preliminarily finds that:

18 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
19 including mediation under the direction of an experienced mediator, Michelle Yoshida;

20 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant
21 providing notice of the Settlement to the Class; and
22

23 (c) the Class shall be composed of all Persons who purchased or otherwise
24 acquired common stock pursuant to or traceable to the Registration Statement and Prospectus
25 issued in connection with Funko’s November 1, 2017 Initial Public Offering, excluding
26 Defendants; the officers, directors, and affiliates of Defendants; members of their Immediate

1 Families; their legal representatives, heirs, successors, or assigns; and any entity in which
2 Defendants have or had a controlling interest. Also excluded from the Class is any Person who
3 timely and validly requests exclusion from the Class.

4 2. A hearing (the “Settlement Hearing”) is hereby scheduled to be held before the
5 Court on **June 6, 2025, at 9:00 a.m.**, for the following purposes:
6

7 (a) to determine whether the proposed Settlement is fair, reasonable, and
8 adequate, and should be approved by the Court;

9 (b) to determine whether the Judgment as provided under the Stipulation should
10 be entered;

11 (c) to determine whether the proposed Plan of Allocation should be approved
12 by the Court as fair, reasonable, and adequate;

13 (d) to consider Class Representatives’ Counsel’s Fee and Expense Application;

14 (e) to consider the Class Representatives’ request pursuant to 15 U.S.C.
15 §77z-1(a)(4) for the payment of their time and expenses they incurred in prosecuting this litigation
16 on behalf of the Class; and
17

18 (f) to rule upon such other matters as the Court may deem appropriate.

19 3. The Court reserves the right to approve the Settlement with or without modification
20 and with or without further notice to the Class and may adjourn the Settlement Hearing without
21 further notice to the Class. The Court reserves the right to enter the Judgment approving the
22 Settlement regardless of whether it has approved the Plan of Allocation or any Fee and Expense
23 Application.
24

25 4. The Court approves the form, substance, and requirements of the Notice of
26 Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses

1 (the “Notice”), the Proof of Claim and Release Form (the “Proof of Claim”), and the Summary
2 Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and
3 Expenses (the “Summary Notice”), annexed hereto as **Exhibits 1, 2, and 3**, respectively.

4
5 5. The Court approves the appointment of A.B. Data, Ltd. as the Claims Administrator
6 to supervise and administer the notice procedure in connection with the proposed Settlement as
7 well as the processing of Proofs of Claim as more fully set forth below and approves the payment
8 of reasonable administration costs to the Claims Administrator from the proceeds of the
9 Settlement:

10 (a) Not later than fourteen (14) calendar days after entry of this Order, Funko
11 shall provide or cause to be provided to the Claims Administrator, at no cost to Class
12 Representatives or the Class, a list in electronic format, containing the names and addresses and e-
13 mail addresses, if available, of purchasers of Funko common stock pursuant and/or traceable to
14 Funko’s November 1, 2017 Initial Public Offering;

15
16 (b) The Claims Administrator shall cause the Notice and the Proof of Claim
17 (“Claim Package”), substantially in the forms annexed hereto, to be e-mailed or mailed, by First-
18 Class Mail, postage prepaid, beginning within twenty (20) calendar days of this Order (the “Notice
19 Date”), to all potential Class members who can be identified with reasonable effort and to be posted
20 on www.FunkoSecuritiesSettlement.com (the “Website”); and

21
22 (c) The Claims Administrator shall cause the Summary Notice to be published
23 once in the national edition of *The Wall Street Journal*, and once over a national newswire service,
24 within seven (7) calendar days after the Notice Date.

25 6. The Claims Administrator shall use the following additional procedures in
26 notifying potential Class members of the Settlement:

1 (a) The Claims Administrator shall send the Claim Package on the Notice Date
2 to each entity included on its proprietary list of brokers, banks, and other nominees, including
3 institutions that are registered with the U.S. Securities and Exchange Commission, as potential
4 nominee holders (“Nominee List”). The Nominee List shall also include institutions that regularly
5 file third-party claims on behalf of their investor clients in securities class actions and all entities
6 that have requested notification in every case involving publicly traded securities;
7

8 (b) The Claims Administrator shall send an e-mail on the Notice Date to entities
9 on the Nominee List that will notify the entity of the pendency of this Action as a class action and
10 the proposed Settlement, and inform each entity of its obligation to either provide the names,
11 addresses, and e-mail addresses of its customers and clients who may be Class members, or request
12 copies of the Claim Package to provide directly to its customers and clients who may be Class
13 members;
14

15 (c) The Claims Administrator shall within twelve (12) calendar days of receipt
16 of names, addresses, and e-mail addresses from nominees, mail the Claim Package to all potential
17 Class members identified by entities on the Nominee List. The Claims Administrator shall also
18 send copies of the Claim Package directly to entities on the Nominee List who indicate that they
19 will directly forward the documents to their customers and clients who may be Class members.
20 Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners
21 shall send a statement to the Claims Administrator confirming that the mailing was made as
22 directed. Additional copies of the Claim Package shall be made available to any record holder
23 requesting such for the purpose of distribution to beneficial owners, and such record holders shall
24 be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper
25 documentation, for the reasonable expense of timely identifying and/or sending the Claim Package
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1 to beneficial owners. Reasonable out-of-pocket expenses actually incurred in connection with the
2 foregoing includes up to \$0.03 for providing names, addresses, and e-mail addresses to the Claims
3 Administrator per record; up to a maximum of \$0.03 per Claim Package mailed by the nominee,
4 plus postage at the rate used by the Claims Administrator; or \$0.03 per Claim Package sent by e-
5 mail;

6
7 (d) All name and address data obtained by the Claims Administrator shall be
8 reviewed to identify and eliminate exact duplicates and incomplete data prior to mailing.
9 Addresses will be checked against the U.S. Postal Service's National Change of Address database
10 to identify address changes and obtain current mailing addresses where available. Any Claim
11 Packages that are returned as undeliverable mail shall be reviewed to determine if an alternative
12 or updated address is available from the Postal Service, and shall be re-mailed to the updated or
13 alternative address. In cases where no address is available from the Postal Service, the Claims
14 Administrator shall attempt to obtain updated or alternative address information from private
15 databases, and will re-mail the Claim Package if such information is available;

16
17 (e) The Claims Administrator shall provide several supplemental notifications
18 to any entity on the Nominee List who does not respond to the initial request for potential Class
19 member names and addresses;

20
21 (f) The Claims Administrator shall cause the Claim Package to be published
22 by the Depository Trust Corporation on the DTC Legal Notice System;

23 (g) The Claims Administrator shall maintain a toll-free number to
24 accommodate potential Class members' inquiries throughout the notification and claims
25 processing period; and
26

1 (h) In addition to the Claim Package, the Claims Administrator shall post the
2 Stipulation and this Order on the Website. The Claims Administrator shall post to the Website the
3 papers in support of the Settlement, the Plan of Allocation, and the Fee and Expense Application
4 after they are filed. The Website shall provide summary information regarding the case and
5 Settlement and highlight important dates, including the date of the Settlement Hearing. All posted
6 documents shall be available for downloading from the Website.
7

8 7. At least seven (7) calendar days prior to the Settlement Hearing, Class Counsel
9 shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of
10 such mailing and publishing, which shall also describe the Claims Administrator's efforts to
11 provide notice to Class members in compliance with the specific requirements set forth above.
12

13 8. This Order and the Stipulation, whether the Settlement contemplated by the
14 Stipulation is consummated or not, and any statements made or proceedings taken pursuant to
15 them are not, shall not be deemed to be, and may not be argued to be or offered or received:

16 (a) against any of the Released Defendant Parties as evidence of, or construed
17 as evidence of, or deemed to be evidence of any presumption, concession, or admission by any of
18 the Released Defendant Parties with respect to the truth of any fact alleged by the Class
19 Representatives in the Complaint or the Action, or the validity of any claim that has been, or could
20 have been, asserted against any of the Defendants in the Complaint or the Action or in any
21 litigation, or the deficiency of any defense that has been, or could have been, asserted in the Action,
22 or of any wrongdoing or liability by any of the Defendants, or any liability, fault,
23 misrepresentation, or omission with respect to any statement or written document approved or
24 made by any of the Defendants;
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1 (b) against the Class Representatives or any Class member or Class
2 Representatives' Counsel as evidence of, or construed as evidence of, or deemed to be evidence
3 of any infirmity of the claims alleged by the Class Representatives in the Complaint or the Action
4 or of any lack of merit to the claims in the Complaint or the Action or of any bad faith, dilatory
5 motive, or inadequate prosecution of the claims in the Complaint or the Action;
6

7 (c) against any of the Defendants, the Class Representatives, or any Class
8 member, or their respective legal counsel, as evidence of, or construed as evidence of, or deemed
9 to be evidence of any presumption, concession, or admission by any of the Defendants, the Class
10 Representatives, or any Class member, or their respective legal counsel, with respect to any
11 liability, damages, negligence, fault, infirmity, or wrongdoing as against any of the Defendants,
12 the Class Representatives, or any Class member, or their respective legal counsel, in any other
13 civil, criminal, or administrative action or proceeding, other than such actions or proceedings as
14 may be necessary to effectuate the provisions of the Stipulation, provided, however, that if the
15 Stipulation is approved by the Court, the Defendants, the Class Representatives, and any Class
16 member, or their respective legal counsel, may refer to it, or file it pursuant to paragraph 48 of the
17 Stipulation, to effectuate the liability protection and releases granted them hereunder;
18

19 (d) against any of the Defendants as evidence of, or construed as evidence of,
20 or deemed to be evidence of any presumption, concession, or admission by any of them that any
21 of the Class Representatives' claims have merit, or that any defenses asserted by the Defendants
22 are without merit, or that the Settlement Amount represents the amount which could or would have
23 been received after trial of the Action against them; or
24

25 (e) against the Class Representatives or any Class member or Class
26 Representatives' Counsel as evidence of, or construed as evidence of, or deemed to be evidence

1 of any presumption, concession, or admission by any of the Class Representatives or any Class
2 member that any of their claims are without merit, or that any defenses asserted by the Defendants
3 have any merit, or that damages recoverable in the Action would not have exceeded the Settlement
4 Amount.

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6 9. The form and content of the Notice and the Summary Notice, and the method set
7 forth herein of notifying the Class of the Settlement and its terms and conditions, meet the
8 requirements of Washington State law and due process, constitute the best notice practicable under
9 the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled
10 thereto.

11 10. In order to be entitled to participate in the Net Settlement Fund, each Class member
12 shall take the following actions and be subject to the following conditions:

13 (a) Within one hundred twenty (120) calendar days from the Notice Date, each
14 Person claiming to be an Authorized Claimant shall be required to submit to the Claims
15 Administrator a completed Proof of Claim, substantially in the form contained in **Exhibit 2**
16 attached hereto and as approved by the Court, supported by such documents as are specified in the
17 Proof of Claim, and signed under penalty of perjury;

18 (b) Except as otherwise ordered by the Court, all Class members who fail to
19 timely submit a Proof of Claim within such period, or such other period as may be ordered by the
20 Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the
21 Stipulation and the Settlement set forth therein, but will in all other respects be subject to and
22 bound by the provisions of the Stipulation, the releases contained therein, and the Judgment.
23 Notwithstanding the foregoing, Class Counsel may, in its discretion, accept for processing late-
24 submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants
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1 is not materially delayed, but shall incur no liability for declining to accept a late-submitted claim;
2 and

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

7 11. Class members shall be bound by all determinations and judgments in this Action,
8 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and
9 proper manner, as hereinafter provided ("Request for Exclusion"). A Class member wishing to
10 make such request shall mail a Request for Exclusion in written form by First-Class Mail to the
11 address designated in the Notice, such that it will be received no later than twenty-one (21)
12 calendar days prior to the date scheduled herein for the Settlement Hearing. Such Request for
13 Exclusion shall indicate the name, address, e-mail address, and telephone number of the person
14 seeking exclusion, and that the person requests to be excluded from the Class, and must be signed
15 by such person. Such persons requesting exclusion must also state the date, price, and number of
16 shares of Funko common stock they purchased or acquired that are subject to the Action, such that
17 they can demonstrate they purchased or acquired those shares pursuant to or traceable to the
18 Registration Statement and Prospectus issued in connection with Funko's November 1, 2017 Initial
19 Public Offering. The Request for Exclusion shall not be effective unless it is made in writing,
20 providing the foregoing information, within the time stated above, and the exclusion is accepted
21 by the Court. Class members requesting exclusion from the Class shall not be entitled to receive
22 any payment out of the Net Settlement Fund as described in the Stipulation and Notice.
23

24 12. Upon receiving any Request for Exclusion, Class Counsel or the Claims
25 Administrator shall promptly provide copies of such request(s) to Defendants' Counsel within two
26

1 (2) calendar days after receiving any Request for Exclusion, or fourteen (14) calendar days prior
2 to the Settlement Hearing, whichever is earlier.

3 13. Any Class member and any other interested person may appear at the Settlement
4 Hearing or by counsel and be heard, to the extent allowed by the Court, either in support of, or in
5 opposition to, the matters to be considered at the hearing, provided, however, that no person shall
6 be heard, and no papers, briefs, or other submissions shall be considered by the Court in connection
7 to such matters, unless no later than **May 16, 2025**, which is twenty-one (21) calendar days prior
8 to the date scheduled herein for the Settlement Hearing, such person files with the Court a
9 statement of objection signed by the objector, even if represented by counsel, setting forth: (i) the
10 name, address, telephone number, and e-mail address of the objector; (ii) whether the person is a
11 Class member; (iii) to which part of the Stipulation the Class member objects; and (iv) the specific
12 reason(s), if any, for such objection, including whether it applies only to the objector, to a specific
13 subset of the Class, or to the entire Class, and any legal and evidentiary support (including
14 witnesses) the Class member wishes to bring to the Court's attention. Such Class member shall
15 also provide documentation sufficient to establish the amount of Funko common stock purchased
16 or acquired pursuant and/or traceable to Funko's November 1, 2017 Initial Public Offering and the
17 prices and dates of such transactions. The objection must also identify all class action settlements
18 to which the objector and his, her, or its counsel have objected in the prior five (5) years. Class
19 members wishing to appear in person at the Settlement Hearing must submit a Notice of Intention
20 to Appear with the objection. If the objector intends to appear at the Settlement Hearing through
21 counsel, the statement of objection must also state the identity of all attorneys who will appear at
22 the Settlement Hearing and such counsel must submit a Notice of Intention to Appear with the
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1 objection. Objection materials must be mailed or delivered such that they are received by each of
2 the following no later than **May 16, 2025**:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court King County Superior Court 516 3rd Avenue Room C-203 Seattle, WA 98104	Ellen Gusikoff Stewart ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway Suite 1900 San Diego, CA 92101	Thomas J. Giblin LATHAM & WATKINS LLP 1271 Avenue of the Americas New York, NY 10020

8 14. All papers in support of the Settlement, the Plan of Allocation, and any Fee and
9 Expense Application shall be filed and served fourteen (14) calendar days prior to the deadline in
10 Paragraph 13 for objections to be filed. All reply papers shall be filed and served at least seven
11 (7) calendar days prior to the Settlement Hearing.

13 15. Any Person who is excluded from the Class by virtue of having submitted a valid
14 and timely Request for Exclusion may, at any point up to the day of the Settlement Hearing, submit
15 a written revocation of Request for Exclusion following the same instructions in Paragraph 11
16 above.

17 16. Upon payment of the Settlement Amount (\$14,750,000) to the Escrow Account by
18 or on behalf of Defendants and/or their insurers, the Settlement Fund shall be deemed and
19 considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the
20 Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further
21 order(s) of the Court.

23 17. Defendants' Counsel and Class Counsel shall promptly, and in no event later than
24 two (2) calendar days after receiving an objection or fourteen (14) calendar days prior to the
25 Settlement Hearing, whichever is earlier, furnish each other with copies of any and all objections
26 that come into their possession.

1 18. Pending final determination of whether the Settlement should be approved, this
2 Action shall be stayed and the Class Representatives, all Class members, and any Person claiming
3 through or on behalf of them, shall not institute, commence, maintain ,or prosecute, and are hereby
4 barred and enjoined from instituting, commencing, maintaining, or prosecuting, any proceeding in
5 any court or tribunal that asserts any Released Plaintiffs' Claim against any Released Defendant
6 Party, except that the Parties shall take all such actions and file such papers as are necessary and
7 appropriate to effect the consummation and approval of the Settlement.
8

9 19. All reasonable expenses incurred in identifying and notifying Class members, as
10 well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event
11 the Settlement is not approved by the Court, or otherwise fails to become effective, neither Class
12 Representatives nor any of their counsel shall have any obligation to repay any amounts actually
13 and properly disbursed, or due and owing from the Settlement Fund except as provided for in the
14 Stipulation.
15

16 20. If any specified condition to the Settlement set forth in the Stipulation is not
17 satisfied and the Class Representatives or Defendants elect to terminate the Settlement, then the
18 Stipulation, including any amendment(s) thereof, shall be null and void, of no further force or
19 effect without prejudice to any party, and may not be introduced as evidence or referred to in any
20 action or proceeding by any person or entity for any purpose, and each party shall be restored to
21 their respective position as it existed on October 20, 2024.
22

23 21. Except for the obligations to cooperate in the production of reasonably available
24 information with respect to the identification of Class members from Funko's shareholder transfer
25 records and to assist in identifying persons to be excluded from the Class, both in accordance with
26 the terms of the Stipulation, in no event shall the Defendants or any of the Released Defendant

1 Parties have any responsibility for the administration of the Settlement, and neither the Defendants
2 nor any of the Released Defendant Parties shall have any obligation or liability to the Class
3 Representatives, Class Representatives' Counsel, or the Class in connection with such
4 administration.

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6 22. No Person shall have any claim against the Class Representatives, Class
7 Representatives' Counsel, the Class members, the Claims Administrator, the Escrow Agent, or
8 any other agent designated by Class Counsel based on distribution determinations or claim
9 rejections made substantially in accordance with the Stipulation and the Settlement, the Plan of
10 Allocation, or further orders of the Court. No person shall have any claim under any circumstances
11 against the Released Defendant Parties, based on any distributions, determinations, claim
12 rejections, or the design, terms, or implementation of the Plan of Allocation.

13
14 23. The Court may adjourn or continue the Settlement Hearing without further written
15 notice.

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

20 DATED: February 12, 2025

21 _____
22 KAREN MATSON DONOHUE
23 KING COUNTY SUPERIOR COURT JUDGE

24 Presented by:

25 **KELLER ROHRBACK L.L.P.**

26 *s/ Juli E. Farris* _____

Juli E. Farris, WSBA #17593

ORDER PRELIMINARILY APPROVING
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13 of 15

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24 *Co-Class Counsel*

25 **SCOTT+SCOTT ATTORNEYS AT LAW LLP**

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ORDER PRELIMINARILY APPROVING
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14 of 15

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5 *Additional Counsel to Class Representative*
Carl M. Berkelhammer

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**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 17-2-29838-7 SEA
Case Title: IN RE FUNKO INC SECURITIES LITIGATION
Document Title: Order
Date Signed: 02/12/2025



Judge: Karen Matson Donohue

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