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**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

**[PROPOSED] FINAL ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”), dated February 12, 2025, on the application of the Parties for approval of the Settlement set forth in the Stipulation of Settlement dated February 7, 2025 (the “Stipulation”).

NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and upon the Settlement Hearing having been held after notice to the Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether the Judgment should be entered in this Action, **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

1           1.       The provisions of the Stipulation, including definitions of the terms used therein,  
2 are hereby incorporated by reference as though fully set forth herein.

3           2.       This Court has jurisdiction of the subject matter of this Action and over all of the  
4 Parties and all members of the Class, including all Class members who did not timely file a  
5 request for exclusion from the Class by the relevant deadline pursuant to the Preliminary  
6 Approval Order.

7           3.       The form, content, and method of dissemination of notice given to the Class was  
8 adequate and reasonable and constituted the best notice practicable under the circumstances,  
9 including individual notice to all Class members who could be identified through reasonable  
10 effort.

11          4.       Notice, as given to the Class, complied with the requirements of Washington State  
12 law, satisfied the requirements of due process, and constituted due and sufficient notice of the  
13 matters set forth herein.

14          5.       The Settlement set forth in the Stipulation is fair, reasonable, and adequate.

15               (a)       The Settlement was negotiated at arm's length by the Class  
16 Representatives and Class Representatives' Counsel on behalf of the Class and by Defendants,  
17 all of whom were represented by highly experienced and skilled counsel. The record is  
18 sufficiently developed and complete to have enabled Class Representatives and Defendants to  
19 have adequately evaluated and considered their respective positions.

20               (b)       If the Settlement had not been achieved, the Class Representatives and  
21 Defendants faced the expense, risk, and uncertainty of extended litigation, including summary  
22 judgment, trial, post-trial motions, and appeals. The Court takes no position on the merits of  
23 either the Class Representatives' or Defendants' arguments but notes these arguments as further  
24 evidence in support of the reasonableness of the Settlement.

25          6.       The Class Representatives and Class Representatives' Counsel have fairly and  
26 adequately represented the interests of the Class members in connection with the Settlement.

1           7.       The Class Representatives, all Class members, and Defendants are hereby bound  
2 by the terms of the Settlement set forth in the Stipulation.

3           8.       The Settlement shall be consummated in accordance with the terms and  
4 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise  
5 provided in the Stipulation.

6           9.       The Court hereby reaffirms its determination in the Preliminary Approval Order  
7 that the Class shall be composed of all Persons who purchased or otherwise acquired common  
8 stock pursuant to or traceable to the Registration Statement and Prospectus issued in connection  
9 with Funko, Inc.'s ("Funko") November 1, 2017, Initial Public Offering. Excluded from the  
10 Class are Defendants; the officers, directors, and affiliates of Defendants; members of their  
11 Immediate Families; their legal representatives, heirs, successors, or assigns; and any entity in  
12 which Defendants have or had a controlling interest. Also excluded from the Class is any Person  
13 who timely and validly requested exclusion from the Class, of which there are none.

14          10.      Upon the Effective Date, all of the claims asserted in the Complaint, or the Action  
15 against the Defendants are hereby dismissed with prejudice, without costs as to the Parties,  
16 except as awarded under the Settlement Fund and approved by the Court.

17          11.      Upon the Effective Date, all Released Defendant Parties are released in  
18 accordance with the Stipulation, and as defined in the Stipulation, each of the Released Plaintiff  
19 Parties are hereby deemed to have fully, finally, and forever waived, released, relinquished, and  
20 discharged each and every one of the Released Plaintiffs' Claims, including Unknown Claims,  
21 against each and every one of the Released Defendant Parties, whether or not the Class member  
22 executes and delivers the Proof of Claim.

23          12.      Upon the Effective Date, each of the Released Plaintiff Parties are hereby forever  
24 barred and enjoined from filing, commencing, instituting, prosecuting, or maintaining, either  
25 directly, indirectly, representatively, or in any other capacity, in this Court, or in any other court  
26 of law or equity, administrative forum, or arbitration tribunal, any claim, counterclaim, cross-

1 claim, third-party claim, or other actions based upon, relating to, or arising out of, directly or  
2 indirectly, any of the Released Plaintiffs' Claims.

3 13. Upon the Effective Date, this Order provides that every Person is permanently  
4 and forever barred and enjoined from filing, commencing, instituting, prosecuting, or  
5 maintaining, either directly, indirectly, representatively, or in any other capacity, in this Court, or  
6 in any other federal, foreign, state, or local court, forum or tribunal, any claim, counterclaim,  
7 cross-claim, third-party claim, or other actions based upon, relating to, or arising out of the  
8 Released Plaintiffs' Claims and/or the transactions and occurrences referred to in the Complaint,  
9 or in any other pleadings filed in this Action (including, without limitation, any claim or action  
10 seeking indemnification and/or contribution, however denominated) against any of the Released  
11 Defendant Parties, whether such claims are legal or equitable, known or unknown, foreseen or  
12 unforeseen, matured or unmatured, accrued or unaccrued, asserted or unasserted, disclosed or  
13 undisclosed, concealed or hidden, contingent or fixed or vested, contractual, rescissory, statutory,  
14 or equitable in nature, or are asserted under federal, foreign, state, local, or common law; this  
15 Order specifically bars all future claims for contribution arising out of the Action – (i) by any  
16 person against any of the Defendants; and (ii) by any of the Defendants against any person, other  
17 than a person whose liability has been extinguished by the Settlement.

18 14. Upon the Effective Date, each of the Released Defendant Parties shall be deemed  
19 to have, and by operation of this Final Order and Judgment shall have, fully, finally, and forever  
20 released Class Representatives, Class Representatives' Counsel, and each and all of the Class  
21 members from all Released Defendants' Claims.

22 15. All Class members who have not made their objections to the Settlement in the  
23 manner provided in the Notice are deemed to have waived any objections by appeal, collateral  
24 attack, or otherwise.

1           16. All Class members who have failed to properly submit requests for exclusion  
2 (requests to opt out) from the Class are bound by the terms and conditions of the Stipulation and  
3 this Final Order and Judgment.

4           17. Neither this Final Order and Judgment, the Preliminary Approval Order, the  
5 Stipulation (including the exhibits thereto), nor any of the negotiations, documents, or  
6 proceedings connected with them shall be argued to be or offered or received:

7                   (a) Against any of the Released Defendant Parties as evidence of, or  
8 construed as evidence of, or deemed to be evidence of any presumption, concession, or  
9 admission by any of the Released Defendant Parties with respect to the truth of any fact alleged  
10 by the Class Representatives in the Complaint or the Action or in any litigation, or the validity of  
11 any claim that has been, or could have been, asserted against any of the Defendants in the  
12 Complaint or the Action, or the deficiency of any defense that has been, or could have been,  
13 asserted in the Action, or of any wrongdoing or liability by any of the Defendants, or any  
14 liability, fault, misrepresentation, or omission with respect to any statement or written document  
15 approved or made by any of the Defendants;

16                   (b) Against the Class Representatives or any Class member or Class  
17 Representatives' Counsel as evidence of, or construed as evidence of, or deemed to be evidence  
18 of any infirmity of the claims alleged by the Class Representatives in the Complaint or the  
19 Action or of any lack of merit to the claims or the Complaint or the Action or of any bad faith,  
20 dilatory motive, or inadequate prosecution of the claims or the Complaint or the Action;

21                   (c) Against any of the Defendants, the Class Representatives, or any Class  
22 member, or their respective legal counsel, as evidence of, or construed as evidence of, or deemed  
23 to be evidence of any presumption, concession, or admission by any of the Defendants, the Class  
24 Representatives, or any Class member, or their respective legal counsel, with respect to any  
25 liability, damages, negligence, fault, infirmity, or wrongdoing as against any of the Defendants,  
26 the Class Representatives, or any Class member, or their respective legal counsel, in any other

1 civil, criminal, or administrative action or proceeding, other than such actions or proceedings as  
2 may be necessary to effectuate the provisions of the Stipulation, provided, however, that if the  
3 Stipulation is approved by the Court, the Defendants, the Class Representatives, and any Class  
4 member, or their respective legal counsel, may refer to it or file it as necessary to effectuate the  
5 liability protection and releases granted them thereunder;

6 (d) Against any of the Defendants as evidence of, or construed as evidence of,  
7 or deemed to be evidence of any presumption, concession, or admission by any of them that any  
8 of the Class Representatives' claims have merit, or that any defenses asserted by the Defendants  
9 are without merit, or that the Settlement Amount represents the amount which could or would  
10 have been received after trial of the Action against them; or

11 (e) Against the Class Representatives or any Class member, or Class  
12 Representatives' Counsel, as evidence of, or construed as evidence of, or deemed to be evidence  
13 of any presumption, concession, or admission by any of the Class Representatives or any Class  
14 member that any of their claims are without merit, or that any defenses asserted by the  
15 Defendants have any merit, or that damages recoverable in the Action would not have exceeded  
16 the Settlement Amount.

17 18. Neither the Stipulation nor the Settlement, nor any act performed or document  
18 executed pursuant to, or in furtherance of, the Stipulation or the Settlement: (a) is or may be  
19 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the  
20 validity of any Released Plaintiffs' Claims or of any wrongdoing or liability of the Defendants or  
21 the Released Defendant Parties; or (b) is or may be deemed to be, or may be used as, a  
22 presumption, concession, or admission of, or evidence of, any fault or omission of any of the  
23 Defendants or the Released Defendant Parties in any civil, criminal, or administrative proceeding  
24 in any court, administrative agency, or other tribunal; or (c) is or may be deemed to be an  
25 admission or evidence that any claims asserted by the Class Representatives, any Class member,  
26

1 or Class Representatives' Counsel were not valid in any civil, criminal, or administrative  
2 proceeding.

3 19. The Parties and other Released Parties may file or refer to this Final Order and  
4 Judgment, the Stipulation, Preliminary Approval Order, and/or any Claim Form: (a) to effectuate  
5 the liability protections granted hereunder or thereunder, including, without limitation, to support  
6 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute  
7 of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory  
8 of claim preclusion or issue preclusion or similar defense or counterclaim; (b) to obtain a  
9 judgment reduction under applicable law; (c) to enforce any applicable insurance policies and  
10 any agreements relating thereto; or (d) to enforce the terms of the Stipulation and/or this Final  
11 Order and Judgment.

12 20. In the event that the Settlement does not become Final and Effective in  
13 accordance with the terms and conditions set forth in the Stipulation, then this Final Order and  
14 Judgment shall be vacated, rendered null and void, and be of no further force and effect, except  
15 as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the  
16 rights of the Parties, and the Parties shall be deemed to have reverted *nunc pro tunc* to their  
17 respective positions as of October 20, 2024, and the Parties shall proceed in all respects as if the  
18 Stipulation had not been executed and the related orders had not been entered, without prejudice  
19 in any way from the negotiation, fact, or terms of the Settlement, and preserving all of their  
20 respective claims and defenses in the Action, and shall revert to their respective positions in the  
21 Action. In such circumstances, the Parties shall thereafter work together to arrive at a mutually  
22 agreeable schedule for resuming litigation of the Action.

23 21. In the event the Judgment does not become Final or the Settlement is terminated  
24 in accordance with the terms and conditions as set forth in the Stipulation, within fifteen (15)  
25 business days of (a) the Order rendering the Settlement and Judgment non-Final such that no  
26 appeal or other action can alter that outcome; or (b) of notice of the Settlement being terminated,

1 all monies then held in the Escrow Account, including interest, shall be returned to the persons  
2 who contributed to the Settlement Fund in accordance with the terms outlined in the Stipulation.  
3 Class Representatives' Counsel shall return any fees or award previously distributed in  
4 connection with the Settlement.

5 22. Exclusive jurisdiction is hereby retained over the Parties for all matters relating to  
6 the Action, including the administration, interpretation, effectuation, or enforcement of the  
7 Stipulation, the Settlement contained therein, the Settlement Fund, and this Final Order and  
8 Judgment, and including any application for fees and expenses incurred in connection with  
9 administering and distributing the Settlement proceeds to the Class members.

10 23. Without further order of the Court, the Parties may agree to reasonable extensions  
11 of time to carry out any of the provisions in the Stipulation.

12 24. Any order approving or modifying the Plan of Allocation, Class Representatives'  
13 Counsel's Fee and Expense Application, or Class Representatives' application for an award  
14 pursuant to 15 U.S.C. §77z-1(a)(4), shall be separate from, and shall not in any way disturb or  
15 affect, the finality of this Judgment, the Stipulation, or the Settlement contained therein, nor any  
16 act performed or document executed pursuant to, or in furtherance of, the Stipulation or the  
17 Settlement.

18 25. The Court finds that during the course of the Action, the Parties and their  
19 respective counsel at all times complied with the requirements of Washington Superior Court  
20 Civil Rules, the Private Securities Litigation Reform Act of 1995, the Securities Litigation  
21 Uniform Standards Act of 1998, and all applicable ethics requirements.

22 26. The Court hereby finds and concludes that the Action was brought, prosecuted,  
23 and/or defended in good faith, with a reasonable basis.

24 27. The Court's orders entered during this Action relating to the confidentiality of  
25 information shall survive this Settlement.

26 28. The Court directs immediate entry of this Judgment by the Clerk of the Court.

1           29.     A separate order shall be entered regarding Class Representatives' Counsel's Fee  
2 and Expense Application, including payment of Class Representatives' and plaintiff Baskin's  
3 time and expenses, as allowed by the Court. A separate order shall be entered regarding the  
4 proposed Plan of Allocation for the Net Settlement Fund. Such orders shall in no way disturb or  
5 affect this Final Order and Judgment and shall be considered separate from this Final Order and  
6 Judgment. Such orders shall in no way affect or delay the finality of this Final Order and  
7 Judgment and shall not affect or delay the Effective Date of the Settlement.

8           30.     Without affecting the finality of this Judgment in any way, this Court hereby  
9 retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance,  
10 disallowance, or adjustment of any Class member's claim on equitable grounds and any award or  
11 distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv) any applications  
12 for attorneys' fees, costs, interest, and payment of expenses in the Action; (v) all Parties for the  
13 purpose of construing, enforcing, and administering the Settlement and this Final Order and  
14 Judgment; and (vi) other matters related or ancillary to the foregoing. There is no just reason for  
15 delay in the entry of this Judgment and immediate entry by the Clerk of the Court is respectfully  
16 directed.

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19 DATED this 6<sup>th</sup> day of June, 2025

\_\_\_\_\_  
KAREN MATSON DONOHUE  
KING COUNTY SUPERIOR COURT JUDGE

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23 resented by:

24 **KELLER ROHRBACK L.L.P.**

25 *s/ Juli E. Farris* \_\_\_\_\_

26 Juli E. Farris, WSBA #17593  
Eric R. Laliberte, WSBA #44840  
1201 Third Avenue, Suite 3400

[PROP] FINAL ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT – 9 of 11

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[PROP] FINAL ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT – 10 of 11

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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: 06/06/2025



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Judge: Karen Matson Donohue

Key/ID Number: \*258555533\*  
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