



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ERIK LYNCH, Individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

C.A. No. 2022-0051-NAC

BRIAN MARIOTTI, KEN BROTMAN,)
GINO DELLOMO, ADAM KRIGER,)
RUSSELL NICKEL, ANDREW)
PERLMUTTER, FUNDAMENTAL)
CAPITAL, LLC, ACON)
INVESTMENTS and FUNKO, INC.,)

Defendants.)

STIPULATION AND AGREEMENT OF COMPROMISE AND SETTLEMENT

This Stipulation and Agreement of Compromise and Settlement (the “Stipulation”), dated April 8, 2026, is entered into by and among the following parties in the above-captioned action (“Action”) and the other parties named herein: (i) plaintiff Erik Lynch (“Plaintiff”), on behalf of himself and on behalf of the Class;¹ and (ii) defendants Brian Mariotti, Ken Brotman, Gino Dellomo, Adam Kriger, Andrew Perlmutter (collectively, the “Director Defendants”), Russell Nickel (together with the Director Defendants, the “Individual Defendants”), Fundamental

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Section I below.

Capital, LLC (“Fundamental”), ACON Investments (“ACON”), and Funko, Inc. (“Funko” or the “Company”) (collectively with the Individual Defendants, Fundamental, and ACON, the “Defendants”).

This Stipulation states all of the terms of the Settlement and resolution of claims asserted in the Action and is intended by Plaintiff, on behalf of himself and the Class, and Defendants to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiff’s Claims (defined below) and the Released Defendants’ Claims (defined below), subject to the approval of the Court.

WHEREAS:

In 2017, Funko completed an initial public offering (“IPO”), using an umbrella partnership C corporation (“Up-C”) structure, whereby Funko’s operating assets continued to be held by a limited partnership, and a new Delaware corporation was formed as a holding company, whose sole material asset was its interest in the limited partnership. Public investors owned their voting and economic interests in the publicly traded corporation, while pre-IPO owners held their voting interests in the publicly traded corporation and their economic interests in the historic partnership. The publicly traded corporation controlled the historic partnership.

In connection with the IPO, Funko created two classes of stock. Funko’s Class A shares, which are traded on the NASDAQ, are held predominantly by public

investors. Funko's Class B shares were issued to the pre-IPO owners and are not publicly traded. Each Class B share, which has voting but not economic rights, corresponds to one of the pre-IPO owners' units in Funko Acquisition Holdings, L.L.C. ("FAH, LLC").

On January 25, 2021, Funko Class A stockholder Leo Schumacher, represented by Plaintiff's Counsel, sent Funko a demand for inspection of books and records pursuant to 8 *Del. C.* §220, seeking to inspect Funko's books and records for the purpose of investigating suspected breaches of fiduciary duty. Schumacher sought to investigate his suspicion that certain of Funko's pre-IPO owners, including Brian Mariotti, ACON, and Fundamental (the "Pre-IPO Owners"), were benefitting from an alleged "double dip" that accrued when (i) the unitholders of FAH, LLC received tax distributions directly from FAH, LLC, but (ii) Funko's board of directors (the "Board") did not dividend to Funko's Class A stockholders the value of excess tax distributions that Funko, as a unitholder of FAH, LLC, received from FAH, LLC, and then (iii) the Pre-IPO Owners exchanged their units in FAH, LLC (and their corresponding Class B Funko shares) for Funko Class A stock. Schumacher contended that these three steps allowed the Pre-IPO Owners to benefit twice from FAH, LLC's tax distributions at the expense of Funko's public Class A stockholders.

Between April and June 2021, Funko produced approximately 4,000 pages of corporate books and records to Plaintiff's Counsel.

On January 18, 2022, Schumacher filed a Verified Class Action Complaint in the Delaware Court of Chancery. The Verified Class Action Complaint alleged three counts for breach of fiduciary duty: one against Mariotti, ACON, and Fundamental for breach of fiduciary duty in their capacity as alleged controlling stockholders of Funko; one against Mariotti, Brotman, Dellomo, and Kriger for breach of fiduciary duty in their capacity as directors of Funko; and one against Mariotti and Nickel for breach of fiduciary duty in their capacity as officers of Funko. Funko was named as an allegedly necessary party.

On February 14, 2022, Defendants filed a motion to dismiss the Verified Class Action Complaint.

On May 5, 2022, the Board announced that Funko had completed a recapitalization transaction (the "May 2022 Recap"), in which Funko used \$74 million to buy 4,251,701 FAH, LLC units; then implemented a reverse unit split to maintain a one-to-one ratio between the number of FAH, LLC units owned by Funko and the number of outstanding shares of Class A stock; then cancelled approximately 1,034,000 FAH, LLC units held by the Pre-IPO Owners. Shortly after the May 2022 Recap, ACON exchanged 12,520,559 FAH, LLC units for shares of Funko Class A common stock, and then sold those shares to The Chernin Group for \$21.00 per

share, or approximately \$263 million. The fact that the May 2022 Recap was completed before ACON's exchange of units and sale of shares prevented the Pre-IPO Owners from participating in the alleged "double dipping" into that \$74 million, and thus neutralized at least part of the alleged harm that this Action sought to prevent or remedy. Defendants contend that no Class A stockholders were harmed by Funko's Up-C structure or any of the conduct Plaintiff alleges, and that the May 2022 Recap rendered the litigation moot in any event.

On May 26, 2022, Schumacher filed a Verified Amended Class Action Complaint. The Verified Amended Class Action Complaint alleged three counts for breach of fiduciary duty: one against Mariotti, ACON, and Fundamental for breach of fiduciary duty in their capacity as alleged controlling stockholders of Funko; one against the Director Defendants for breach of fiduciary duty in their capacity as directors of Funko; and one against Mariotti, Perlmutter, and Nickel for breach of fiduciary duty in their capacity as officers of Funko. Funko was again named as an allegedly necessary party.

On August 12, 2022, Defendants filed motions to dismiss the Verified Amended Class Action Complaint, with opening briefs in support thereof.

On December 15, 2022, Plaintiff filed an application for an award of attorneys' fees and expenses (the "Interim Fee Application"), seeking \$3.291 million

of fees and expenses based on Plaintiff's contention that his suit caused Funko to implement the May 2022 Recap and thus created a corporate benefit.

On December 18, 2023, following briefing and oral argument, the Court denied Defendants' motions to dismiss the Verified Amended Class Action Complaint, and also denied the Interim Fee Application, without prejudice to potential renewal of the application at a later stage in the litigation.

On March 14, 2024, Erik Lynch filed a motion to intervene pursuant to Court of Chancery Rule 24, and Leo Schumacher filed a motion to withdraw.

On October 28, 2024, the Court granted Lynch's motion to intervene and Schumacher's motion to withdraw, allowing Lynch to replace Schumacher as the representative plaintiff in this Action.

On November 4, 2024, Lynch filed a Verified Class Action Complaint in Intervention with identical claims to Schumacher's Verified Amended Class Action Complaint.

Thereafter, the Parties engaged in discovery. Plaintiff served document requests to each of the Defendants and subpoenas to third parties, The Chernin Group and JPMorgan Chase & Co., and responded to document requests and interrogatories. Plaintiff ultimately obtained over 26,000 documents (over 156,000 pages) in response to his discovery requests.

Over the course of the litigation, the Parties periodically engaged in settlement negotiations. The Parties also engaged in settlement negotiations with extensive assistance of David M. Murphy of Phillips ADR Enterprises as mediator. Mr. Murphy assisted in a mediation session on October 21, 2025. During that mediation session, Mr. Murphy made a mediator's recommendation that the Parties settle the remaining claims in this Action for \$5.4 million, which the Parties accepted, subject to provision by the Company to Plaintiff of certain information regarding Funko's receipt of tax distributions since May 2022. That information was provided on November 7, 2025. Also on October 21, 2025, but after the Parties reached agreement in principle respecting the Settlement, the Parties discussed, through the mediator, potentially resolving their dispute with respect to the Interim Fee Application. The Parties ultimately agreed that Funko or its indemnitors or insurers would pay to Plaintiff's Counsel \$3 million in complete resolution of the Interim Fee Application, with such amount payable 30 days after the Stipulation is filed with the Court. This Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge both the Released Plaintiff's Claims and the Released Defendants' Claims with prejudice.

The entry by the Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

Plaintiff continues to believe that his claims have legal merit, but also believes that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel (defined below) have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (ii) the probability of success on the merits of the Released Plaintiff's Claims; (iii) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (iv) the difficulty and risk of collecting any judgment even if the Plaintiff were to prevail; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiff's Claims on the terms set forth herein.

Based on Plaintiff's Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2021, Plaintiff's Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation as well as Plaintiff's own evaluation,

Plaintiff has determined that the Settlement is in the best interests of the Class, is fair, reasonable, and adequate consideration for forgoing the pursuit of potentially superior recovery through further litigation, and has agreed to the terms and conditions set forth herein.

Defendants have denied, and continue to deny, each and every claim and contention alleged by Plaintiff in this Action and deny any and all allegations of fault, wrongdoing, liability, or damages whatsoever. Defendants affirm that at all relevant times they acted properly, lawfully, in good faith, in full accord with their fiduciary duties, and in a manner they reasonably believed to be in the best interests of Funko and its stockholders. Further, Defendants have denied expressly, and continue to deny, all allegations of wrongdoing, fault, liability, or damage against them arising out of any conduct alleged, or that could have been alleged, in this Action. Defendants deny that they have ever committed or attempted to commit any violations of law, any breach of fiduciary duty owed to Funko or its stockholders, or any wrongdoing whatsoever. Defendants deny Plaintiff's allegations concerning "control" and controlling stockholders. Defendants maintain that they had and have meritorious defenses to all claims alleged in this Action.

The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim, any legal or factual allegation, any fault, any

wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that any Defendant asserted or could have asserted. Defendants enter into this Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice in order to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

Plaintiff, for himself and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve the Released Plaintiff's Claims against the Released Defendant Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiff, for himself and on behalf of the Class, and Defendants that, subject to the approval of the Court and pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth herein, the Released Plaintiff's Claims and Released Defendants' Claims shall be fully, finally, and forever settled, compromised, released, discharged, and dismissed on the merits and with prejudice, and are fully, finally, and forever released, resolved, remised, compromised, settled, and discharged with prejudice as to the Released Defendant Parties and the Released Plaintiff Parties, in the manner and upon the terms and conditions set forth herein.

I. Definitions

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and any exhibits attached hereto shall have the meanings specified below:

(a) “Administrative Costs” means all costs, fees, and expenses incurred by the Administrator and/or Plaintiff’s Counsel in providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Notice, reimbursements to nominee owners for forwarding the Notice to their Eligible Beneficial Owners, the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(b) “Administrator” means the firm of A.B. Data.

(c) “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

(d) “Class” means the following: All holders of Funko Class A common stock during the Class Period, except for Excluded Persons as defined in ¶ 1(n) below.

- (e) “Class Member” means a member of the Class.
- (f) “Class Period” means the period from November 2, 2017, to October 21, 2025, inclusive.
- (g) “Court” means the Court of Chancery of the State of Delaware.
- (h) “Defendants’ Counsel” means the law firms of Latham & Watkins LLP, Richards, Layton & Finger, P.A., Aegis Law Group LLP, Connolly Gallagher LLP, and Reed Smith LLP.
- (i) “Effective Date” means the first business day following the date the Judgment becomes Final.
- (j) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of Funko Class A common stock held of record by Cede at the close of trading on October 21, 2025, provided that no Excluded Person may be an Eligible Beneficial Owner.
- (k) “Eligible Record Holder” means the record holder of any shares of Funko Class A common stock, other than Cede, at the close of trading on October 21, 2025, provided that no Excluded Person may be an Eligible Record Holder.
- (l) “Escrow Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited.
- (m) “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

(n) “Excluded Persons” means Funko, Fundamental, ACON, the Individual Defendants, and The Chernin Group, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

(o) “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel purporting to represent Plaintiff or a Class Member, or any Class Member in connection with the Released Plaintiff’s Claims and the Settlement.

(p) “Final,” when referring to the Judgment, means the later of: (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment; or (ii) if any appeal or application for reconsideration, reargument, or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument, or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the

Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of Judgment.

(q) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.

(r) “Mootness Fee” means the payment by Funko’s insurers to Plaintiff’s Counsel in the amount of \$3,000,000 in complete resolution of Plaintiff’s Application for Award of Interim Attorneys’ Fees and Expenses to be made within (30) calendar days of the date this Stipulation is filed with the Court.

(s) “Net Settlement Fund” means the Settlement Fund as defined herein less: (i) any Fee and Expense Award, and interest thereon; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(t) “Notice” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit B.

(u) “Party” means any one of, and “Parties” means, collectively, Defendants and Plaintiff, on behalf of himself and the Class.

(v) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

(w) “Plaintiff’s Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP; Friedlander & Gorris, P.A.; Shobe & Shobe, LLP; Kaskela Law LLC; and Law Offices of Alfred G. Yates, Jr., P.C.

(x) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, as set forth in Section II herein and in the Notice or as otherwise approved by the Court.

(y) “Released Defendant Parties” means the Defendants, and any and all of their past, present, or future immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current, former, or future officers, directors, executives, employees, investors, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders (including The Chernin Group), insurance and re-insurance carriers, underwriters, attorneys (including Defendants’ Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors,

administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons and/or entities acting on their behalf. For the avoidance of doubt, the Released Defendant Parties include all Excluded Persons, as defined herein.

(z) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties to the fullest extent permitted by Delaware law, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the Action; provided, however, that the Released Defendants’ Claims shall not include: (i) any claims to enforce this Stipulation; or (ii) any claims to enforce a final order and judgment entered by the Court. For the avoidance of doubt, Released Defendants’ Claims do not include: (i) any rights to, and claims for, advancement or indemnification; or (ii) any claims that the Released Defendant Parties may have against their respective insurers, co-insurers, or reinsurers, or concerning any insurance coverage or policies that may be available to any of the Released Defendant Parties.

(aa) “Released Plaintiff Parties” means Plaintiff, all other Class Members, Plaintiff’s Counsel, and the legal representatives, heirs, executors,

administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

(bb) “Released Plaintiff’s Claims” means, as against the Released Defendant Parties to the fullest extent permitted by Delaware law, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that (i) Plaintiff alleged, asserted, set forth, or claimed against any Released Defendant Parties in the Verified Amended Class Action Complaint or any complaint filed in the Action; or (ii) Plaintiff, or any other Class Member, could have alleged, asserted, set forth, or claimed against any Released Defendant Parties in any court, tribunal, forum, or proceeding arising out of or relating to the facts or theories that were alleged in the Verified Amended Class Action Complaint or any complaint filed in the Action. Notwithstanding the above,

any claims to enforce the Stipulation or Judgment or challenging the payment of the Mootness Fee shall not be released.

(cc) “Scheduling Order” means the scheduling order to be entered pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(dd) “Securities Transfer Records” means the stock transfer records maintained by or on behalf of Funko listing the names, mailing addresses, and, if available, email addresses for all registered holders of Funko Class A common stock during the Class Period.

(ee) “Settlement” means the agreement, terms, and conditions contained in this Stipulation and its exhibits.

(ff) “Settlement Amount” means the principal amount Five Million Four Hundred Thousand Dollars (\$5,400,000) to be paid pursuant to ¶ 2 (a).

(gg) “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon after being transferred to an account controlled by the Escrow Agent.

(hh) “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation, and whether and in what

amount any award of attorneys' fees and expenses should be paid to Plaintiff's Counsel.

(ii) "Settlement Payment Recipients" means all Eligible Beneficial Owners and all Eligible Record Holders. "Taxes" means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund.

(kk) "Tax Expenses" means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in Section VII.

(ll) "The Chernin Group" means TCG 3.0 Fuji, LP; TCG Capital Management, LP; TCG 3.0-A, LP; TCG 3.0-B, LP; TCG 3.0 Co-Invest, LP; TCG 3.0 Fuji Co-Invest, LP; Jesse Jacobs; and Michael Kerns.

(mm) "Unknown Claims" means any Released Plaintiff's Claims that Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect

to any and all Released Plaintiff's Claims and Released Defendants' Claims, upon the Effective Date, Plaintiff and Defendants shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff, each Class Member, and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Plaintiff's Claims and the Released Defendants' Claims, but the Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and the Released Plaintiff Parties and each Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment shall

have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever any and all Released Plaintiff's Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Released Plaintiff Parties, Class Members, and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

II. Settlement Fund

A. The Settlement Fund

2. In consideration for the full and final release, settlement, and discharge of Released Plaintiff's Claims and Released Defendants' Claims, Plaintiff and Defendants have agreed as follows:

(a) Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account within thirty (30) calendar days after the later of: (i) approval and entry of the Scheduling Order by the Court, or (ii) Plaintiff's Counsel's delivery to Defendants' Counsel of all necessary wiring/payment

information, including a valid mailing address, a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, and any other information reasonably requested to effectuate payment into the Escrow Account.

(b) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

(c) The Settlement Fund shall be administered by the Administrator and the Escrow Agent and shall be used: (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided in Section II herein and the Plan of Allocation as approved by the Court.

(d) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without order of the Court, all reasonable costs and expenses actually incurred in connection with Administrative Costs up to the sum of \$105,000, which shall include the costs of providing notice. Before the Effective Date, Administrative Costs in excess of \$105,000 may be paid from the Settlement Fund only with prior approval of the Court and Defendants. In the event that the Settlement does not become Final,

Administrative Costs paid out of the Settlement Fund shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Administrative Costs may be paid as incurred.

(e) For the avoidance of doubt: (i) neither Plaintiff, the Class Members, nor Plaintiff's Counsel shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with ¶ 2(a); and (ii) the Released Defendant Parties shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Administrative Costs, Taxes, Tax Expenses, Fee and Expense Award or acts or omissions of the Administrator or the Escrow Agent, or the Action, except as provided in ¶ 6.

B. Distribution of the Settlement Fund

3. Subject to the approval of the Court, Plaintiff shall retain the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund.

4. As soon as practicable after the Effective Date, the Administrator shall distribute the Net Settlement Fund to Authorized Claimants as set forth in this

Section II and in accordance with the Plan of Allocation substantially in the form set forth in the Notice or as otherwise approved by the Court.

5. The Net Settlement Fund will be allocated and distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their “Recognized Claims.” Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund (the “Initial Distribution”). If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

6. Plaintiff and Defendants shall work together in good faith and shall use reasonable best efforts to identify information necessary for distribution of the Net Settlement Fund, including:

(a) At no cost to the Settlement Fund, Plaintiff's Counsel, or the Administrator, Funko shall use reasonable best efforts to, within thirty (30) business days after the Court's entry of the Scheduling Order, provide, or cause to be provided, to Plaintiff's Counsel or the Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records showing the names and addresses of registered stockholders during the Class Period. The Administrator may obtain such Securities Transfer Records and an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant, the participant's "DTC number," the relevant number of shares of Funko Class A common stock, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant, on Funko's behalf, with any related costs for obtaining such reports being paid by Funko or Defendants.

(b) Defendants' Counsel shall instruct Defendants that Excluded Persons are not entitled to submit a claim to receive payment out of the Net Settlement Fund.

(c) Defendants shall use reasonable best efforts to provide to the Administrator, no later than thirty (30) business days after execution of this Stipulation, a list in an electronically searchable form such as Excel, containing the names of the Excluded Persons, and for each of the Excluded Persons: (i) the number

of shares of Funko Class A common stock owned by the Excluded Person as of the close of trading on October 21, 2025; and (ii) if applicable, the name and “DTC Number” of the financial institution(s) where his, her, or its shares of Funko Class A common stock were held and the number of shares of Funko Class A common stock that were held at each such financial institution(s), the account number(s) at such financial institution(s) where his, her, or its shares of Funko Class A common stock were held, and the number of shares of Funko Class A common stock held in each such account(s), as of the close of trading on October 21, 2025.

(d) The Administrator and, to the extent they obtain access to the stockholder or Excluded Persons information obtained through ¶¶ 6(a) and (c) of this Stipulation, Plaintiff’s Counsel, shall use the stockholder or Excluded Persons information solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the stockholder or Excluded Persons information to any other party except as necessary to administer the Settlement or as required by law.

7. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Authorized Claimants who received and

deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may instruct the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

8. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after all Notice and Administration Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

9. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for: (i) the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; (ii) the calculation or distribution of any payment from the Net Settlement Fund; (iii) the performance or nonperformance of the Administrator, Escrow Agent, or any nominee holding shares on behalf of a Class Member; and (iv) the determination, administration,

payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

10. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Authorized Claimants to deposit settlement funds distributed by the Administrator.

11. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. No Party may cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants have been provided reasonable notice and an opportunity to review and comment on the Plan of Allocation before execution of the Stipulation and may respond to any inquiries from the Court or any objections regarding the proposed Plan of Allocation. Defendants shall not have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation, except to provide information as required in ¶ 6(a) and (c) of this Stipulation.

12. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

13. Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Administrator concerning the distribution of the Settlement Fund, except to provide information as required in ¶ 6 (a) and (c) of this Stipulation.

14. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

C. The Escrow Agent

15. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to ¶ 2(a) above, in instruments backed by the full faith and credit of the U.S. Government or fully insured by the U.S. Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the U.S. Government, and shall reinvest the proceeds of these instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

16. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of counsel for Plaintiff.

17. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

III. Scope of the Settlement

18. Upon entry of the Judgment, the Action shall be dismissed with prejudice. The foregoing dismissal is without fees, costs, or expenses, except as expressly provided in this Stipulation.

19. Upon the Effective Date, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiff's Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 19, the other Released Plaintiff Parties and any and all of the predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees of any of the foregoing persons, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth herein, and shall thereupon

be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against any and all of the Released Defendant Parties.

20. Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 21, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

IV. Submission of the Settlement to the Court for Approval

21. As soon as practicable after this Stipulation has been executed, Plaintiff and Defendants shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as Exhibit A, providing for, among other things: (a) the dissemination of the Notice, which includes a Plan of Allocation, substantially in the form attached hereto as Exhibit B; and (b) the scheduling of the

Settlement Hearing to consider: (i) the proposed Settlement; (ii) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit C; (iii) Plaintiff's Counsel's Fee Application (defined below); and (iv) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. If the Administrator does not receive, at least five business days before the scheduled date of the Settlement Hearing, any additional information required under ¶ 6, then Plaintiff's Counsel may seek a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed or adjourned and the Administrator does not receive all of the information required under ¶ 6 within six (6) months of the date of this Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

22. The Parties and their attorneys agree to use their individual and collective reasonable best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective reasonable best efforts to effect, take, or cause to be taken all actions, and to do, or

cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Final Judgment in all material respects in the form attached hereto as Exhibit C.

23. If, before the Settlement becomes Final, any action is filed in any court, arbitration tribunal, administrative forum, or other forum of any kind asserting a Released Plaintiff's Claim, Plaintiff agrees to cooperate in good faith with any and all reasonable actions by Defendants (or any of them) seeking a stay or dismissal of such action or proceeding, and preventing and opposing entry of any interim or final relief in favor of the plaintiff in any such action or proceeding.

V. Conditions of Settlement

24. This Settlement shall be subject to the following conditions, which the Parties shall use their reasonable best efforts to effectuate:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the entry of the Judgment in all material respects in the form attached hereto as Exhibit C, including Releases substantially in the form set out herein and dismissal of the Action with prejudice as to Defendants;

(c) the Court's certification of the Class as a non-opt-out class;

(d) the deposit of the Settlement Amount in the Escrow Account in accordance with ¶ 2 (a); and

(e) the occurrence of the Effective Date.

VI. Attorneys' Fees and Expenses

25. Plaintiff's Counsel will submit an application or applications (the "Fee Application") for an award of attorneys' fees in an amount not to exceed 17.5% of the Settlement Amount and an award of litigation expenses or charges in an amount not to exceed \$120,000, plus any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund until paid (together, the "Fee and Expense Award"). The Fee Application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement or the litigation of the Action to date. Plaintiff's Counsel reserve the right to make, and Defendants

reserve the right to oppose, subsequent fee applications should the situation warrant it.

26. Any award of attorneys' fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award), or any subsequent fee applications, shall be paid out of, and not be in addition to, the Settlement Fund.

27. The Fee and Expense Award shall be payable to Plaintiff's Counsel from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiff's Counsel shall, within five (5) business days after Plaintiff's Counsel receive notice of any such failure of the Effective Date to occur, termination of this Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Escrow Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance

of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award, or any other fee and expense award in connection with the Action, shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

28. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from the proposed Stipulation.

29. Plaintiff's Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Class Member, except as approved by the Court.

30. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the payment of attorneys' fees or litigation expenses (other than Defendants' obligation to pay the Settlement Amount) or any allocation of any attorneys' fees or litigation expenses among Plaintiff's Counsel in the Action, or to any other Person who may assert some claim thereto.

VII. Escrow Account and Taxes

31. The Parties agree as follows:

(a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 31, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 31(a) hereof) shall be consistent with this ¶

31 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 31(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Payment Recipients any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither the Released Defendant Parties nor their counsel shall have any responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Escrow Agent (or its agents). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 31.

VIII. Termination of Settlement; Effect of Termination

32. Defendants or Plaintiff shall have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of: (a) the Court's

declining to enter the Scheduling Order, in any material respect; (b) the Court's declining to enter the Judgment approving the Settlement, in any material respect; (c) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (d) failure to satisfy any of the other conditions of Section V.

33. Neither modification nor a reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

34. If either: (a) the Effective Date does not occur; (b) this Stipulation is disapproved, canceled, or terminated pursuant to its terms; or (c) the Settlement otherwise does not become Final for any reason, then (i) the Settlement and this Stipulation (other than this Section, ¶ 27, and Sections IX-X) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings respecting the Released Plaintiff's Claims (and, if applicable, the

Released Defendants' Claims) shall revert to their status before the Settlement; (vi) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Section) had not been entered into by the Parties; and (vii) the Settlement Amount (including any accrued interest thereon in the Escrow Account), less any Administrative Costs and Taxes and Tax Expenses actually incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Escrow Account by Plaintiff's Counsel pursuant to ¶ 27 above, shall be refunded by the Escrow Agent, within thirty (30) calendar days after such cancellation or termination, directly to the Parties who made payments pursuant to ¶ 2(a) in proportion to the portion of the Settlement Amount funded by such Parties.

IX. No Admission of Wrongdoing

35. Nothing in this Stipulation (whether or not consummated) shall be deemed or argued to be evidence of, or to constitute an admission or concession by Defendants, as to (i) the truth of any fact alleged by Plaintiff; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, negligence, or liability or any kind by any of them, which each of them expressly denies.

36. The Parties further mutually covenant that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence of, or an admission or concession by Plaintiff, any Class Member, any Released Plaintiff Parties, Defendants (or any one of them), or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (a) shall (i) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury, or damages to any person or entity, or (b) shall otherwise be admissible, referred to, or used in

any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any indemnification, advancement, or insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

X. Miscellaneous Provisions

37. Plaintiff and Defendants represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of David M. Murphy as mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and consultation with experienced legal counsel.

38. All of the exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation, and shall be incorporated by reference as though fully set forth herein.

39. This Stipulation and the Exhibits constitute the entire agreement among Plaintiff and Defendants, and supersede any prior agreements among Plaintiff and

Defendants with respect to the Settlement. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

40. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiff Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

41. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiff's Counsel and Defendants' Counsel.

42. The waiver by Plaintiff or Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

43. Plaintiff represents and warrants that Plaintiff is a member of the Class and that none of Plaintiff's claims or causes of action referred to in this Stipulation have been assigned, encumbered, or otherwise transferred in whole or in part.

44. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

45. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

46. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

47. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any portion of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

48. Without further Order of the Court, Plaintiff and Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

49. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

50. This Stipulation may be executed in counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

51. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

52. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for any award of attorneys' fees and expenses and enforcing the terms of this Stipulation.

53. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

54. Plaintiff and Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiff's and Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

IN WITNESS WHEREOF, the Parties by their undersigned attorneys have executed this Stipulation as of April 8, 2026.

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/s/ Christopher H. Lyons

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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ERIK LYNCH, Individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

C.A. No. 2022-0051-NAC

BRIAN MARIOTTI, KEN BROTMAN,)
GINO DELLOMO, ADAM KRIGER,)
RUSSELL NICKEL, ANDREW)
PERLMUTTER, FUNDAMENTAL)
CAPITAL, LLC, ACON)
INVESTMENTS and FUNKO, INC.,)

Defendants.)

[PROPOSED] SCHEDULING ORDER

WHEREAS, the parties to the above-captioned action (the “Action”), (i) plaintiff Erik Lynch (“Plaintiff”), on behalf of himself and on behalf of the Class; and (ii) defendants Brian Mariotti, Ken Brotman, Gino Dellomo, Adam Kriger, Andrew Perlmutter (collectively, the “Director Defendants”), Russell Nickel (together with the Director Defendants, the “Individual Defendants”), Fundamental Capital, LLC (“Fundamental”), ACON Investments (“ACON”), and Funko, Inc. (“Funko” or the “Company”) (collectively with the Individual Defendants, Fundamental, and ACON, the “Defendants”),¹ have entered into a Stipulation and Agreement of Compromise and Settlement dated April 8, 2026 (the “Stipulation”),

¹ The “Parties” shall refer to Defendants and Plaintiff collectively.

which sets forth the terms and conditions for the proposed settlement and resolution of certain claims asserted in the Action, subject to review and approval by this Court pursuant to Court of Chancery Rule 23 upon notice to the Class;

NOW, THEREFORE, this ____ day of _____, 2026, upon application of the parties, IT IS HEREBY ORDERED that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Scheduling Order.

2. The Court hereby certifies this Action as a non-opt-out class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following Class:

All holders of Funko Class A common stock during the period from November 2, 2017 to October 21, 2025, inclusive, except for Excluded Persons.²

3. The Court hereby appoints Plaintiff as Class Representative and Plaintiff's Counsel as counsel for the Class.

4. A hearing (the "Settlement Hearing") will be held on _____, 2026, at ___:___m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to: (a)

² "Excluded Persons" means Funko, Fundamental, ACON, the Individual Defendants, and The Chernin Group, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (b) determine whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff's Claims and Released Defendants' Claims against the respective Released Plaintiff Parties and Released Defendant Parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (c) consider the application by Plaintiff's Counsel for an award of attorneys' fees and litigation expenses, including any application by Plaintiff for a service award; (d) hear and determine any objections to the Settlement and/or to the application of Plaintiff's Counsel for an award of attorneys' fees and litigation expenses, including any application by Plaintiff for a service award; and (e) rule on such other matters as the Court may deem appropriate.

5. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for attorneys' fees and litigation expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

6. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Parties, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

7. The Court approves, in form and substance, the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the "Notice"), substantially in the form attached as Exhibit B to the Stipulation.

8. The Court finds that the mailing and publication of the Notice in substantially the manner set forth in this Scheduling Order: (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder and the Plan of Allocation), of Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses, of their right to object to the Settlement, and/or their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of

Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

9. The Court approves A.B. Data, Ltd. as the Administrator.

10. Defendants and Defendants' Counsel shall make reasonable best efforts to cooperate with Plaintiff's Counsel and the Administrator as reasonably necessary to obtain any additional information required under Paragraph 6 of the Stipulation or any other information needed for administration of the Settlement.

11. Not less than sixty (60) calendar days before the Settlement Hearing, the Administrator shall cause the Notice, substantially in the form attached as Exhibit B to the Stipulation, to be mailed by first-class mail, to each Person who was a record holder of Funko Class A common stock during the period from November 2, 2017 to October 21, 2025, at their last known address appearing in the stock transfer records maintained by or on behalf of Funko. All stockholders of record of Funko who were not also the beneficiary of any shares of common stock held by them of record shall be directed in the Notice to forward promptly the Notice to the beneficial owners of those shares. The Administrator shall use reasonable efforts to give notice to such beneficial owners by: (i) making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners; or (ii) mailing additional copies of the

Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial owners.

12. Plaintiff's Counsel shall provide further notice to the Class Members within ten (10) business days of the entry of this Scheduling Order by causing the Stipulation and the Notice to be posted on a Settlement website established and maintained by the Administrator.

13. The costs associated with the distribution of the Notice or any additional notice shall be paid in accordance with the Stipulation.

14. At least thirty (30) business days before the Settlement Hearing, Plaintiff shall file any opening briefs in support of the proposed Settlement, and Plaintiff's Counsel shall file their application for an award of attorneys' fees and expenses, together with any supporting affidavit(s). If any brief, application, or supporting paper is filed under seal, Plaintiff's Counsel shall promptly provide an un-redacted copy of such brief, affidavit, or paper to any person who has: (i) appeared in the Action as an objector or stated an intent to object in accordance with Paragraph 16, below; and (ii) served upon counsel for the Parties, in the manner provided under Paragraph 16, below, a signed undertaking in the form attached as Exhibit A to the Stipulation and Order for the Production and Exchange of Confidential Information (Dkt. 132).

15. At least ten (10) business days before the date of the Settlement Hearing, Plaintiff shall file with the Court proof of mailing of the Notice.

16. At the Settlement Hearing, any Class Member who desires to do so may appear personally or by counsel, and show cause, if any, why the Settlement of the Action in accordance with and as set forth in the Stipulation should not be approved as fair, reasonable, and adequate and in the best interests of the Class; why the Judgment should not be entered in accordance with and as set forth in the Stipulation; or why the Court should not grant Plaintiff's Counsel's application for an award of attorneys' fees and expenses incurred in the Action; provided, however, that unless the Court in its discretion otherwise directs, no Class Member, or any other person, shall be entitled to contest the approval of the terms and conditions of the Settlement or (if approved) the Judgment to be entered thereon, or the allowance of fees and expenses to Plaintiff's Counsel, and no papers, briefs, pleadings, or other documents submitted by any Class Member or any other person (excluding a Party to the Stipulation) shall be received or considered, except by order of the Court for good cause shown, unless, no later than fifteen (15) business days prior to the Settlement Hearing, such person files with the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and serves upon the attorneys listed below: (a) a written and signed notice of intention to appear, which states the name, address,

telephone number, and email address (if available) of the objector or, if represented, his, her, or its counsel; (b) documentation evidencing membership in the Class; (c) a written and detailed statement of objections to any matter before the Court; (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider; and (e) all class actions to which the objector and the objector's counsel have previously objected. These writings must also be served, on or before such filing with the Court, electronically, by hand, or by first-class mail upon the following attorneys:

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Of counsel

Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

17. Unless the Court orders otherwise, any Class Member who or which does not make his, her, or its objection in the manner provided herein shall: (a) be deemed to have waived and forfeited his, her, or its right to object, including any right of appeal, to any aspect of the proposed Settlement or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses; (b) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, or the attorneys' fees and litigation expenses requested or awarded; and (c) be deemed to have waived and be forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement or the requested or awarded attorneys' fees and litigation expenses.

18. At least five (5) business days before the date of the Settlement Hearing, the Parties may file any reply in response to any objections to the Settlement, and Plaintiff's Counsel shall file any reply in response to any objections to their application for an award of attorneys' fees and expenses. If any reply is filed under seal, Plaintiff's Counsel shall promptly provide an un-redacted copy of such reply to any person who has: (i) submitted an objection in compliance with Paragraph 16, above; (ii) requested an un-redacted copy of the reply; and (iii) provided to Plaintiff's

Counsel a signed undertaking in the form attached as Exhibit A to the Stipulation and Order for the Production and Exchange of Confidential Information (Dkt. 132).

19. Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination by the Court of whether the Settlement should be approved, the Court bars and enjoins Plaintiff, and all other members of the Class, from instituting, commencing, or prosecuting any and all of the Released Plaintiff's Claims against any and all of the Released Defendant Parties.

20. All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. If the Settlement is approved by the Court at or following the Settlement Hearing, the Court shall enter an Order and Final Judgment, substantially in the form of Exhibit C to the Stipulation.

22. Funko or its indemnitors or insurers shall cause to be paid to Plaintiff's Counsel fees in the amount of \$3,000,000 in complete resolution of the Interim Fee Application within thirty (30) calendar days of the date the Stipulation is filed with the Court.

23. If the Settlement is terminated as provided in the Stipulation, this Scheduling Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Scheduling Order shall be without prejudice to the rights of Plaintiff, the other Class Members, and the Defendants, and Plaintiff and the Defendants shall revert to their status before the Settlement, as provided in the Stipulation.

24. The Court may, for good cause, extend any of the deadlines set forth in this Scheduling Order without further notice.

IT IS HEREBY ORDERED this ____ day of _____, 2026.

Vice Chancellor Nathan A. Cook



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ERIK LYNCH, Individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

C.A. No. 2022-0051-NAC

BRIAN MARIOTTI, KEN BROTMAN,)
GINO DELLOMO, ADAM KRIGER,)
RUSSELL NICKEL, ANDREW)
PERLMUTTER, FUNDAMENTAL)
CAPITAL, LLC, ACON)
INVESTMENTS and FUNKO, INC.,)

Defendants.)

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF STOCKHOLDER CLASS ACTION, SETTLEMENT
HEARING, AND RIGHT TO APPEAR**

The Court of Chancery of the State of Delaware authorized this Notice.

This is not a solicitation from a lawyer.

**TO: ALL PERSONS WHO HELD SHARES OF FUNKO, INC. (“FUNKO”
OR THE “COMPANY”) CLASS A COMMON STOCK FROM
NOVEMBER 2, 2017 TO OCTOBER 21, 2025, INCLUSIVE (“CLASS
PERIOD”)**

NOTICE OF PENDENCY OF CLASS ACTION:¹ Please be advised that your rights as a Funko Class A stockholder will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) with respect to any shares of Funko Class A common stock you held during the Class Period.

NOTICE OF SETTLEMENT: Please also be advised that: (i) plaintiff Erik Lynch (“Plaintiff”), on behalf of himself and on behalf of the Class; and (ii) defendants Brian Mariotti, Ken Brotman, Gino Dellomo, Adam Kriger, Andrew Perlmutter (collectively, the “Director Defendants”), Russell Nickel (together with the Director Defendants, the “Individual Defendants”), Fundamental Capital, LLC (“Fundamental”), ACON Investments (“ACON”), and Funko (collectively with the Individual Defendants, Fundamental, and ACON, the “Defendants”), have agreed to a proposed settlement of the Action, as set forth in the Stipulation. The proposed Settlement, if approved by the Court, will resolve all claims in the Action against Defendants.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Class (as defined herein) (“Class Members”) will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

¹ Any capitalized terms not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise and Settlement entered into by the Parties on April 8, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.FunkoStockholderSettlement.com. Questions? Call 1-877-311-3743, email info@FunkoStockholderSettlement.com, or visit www.FunkoStockholderSettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:

<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <u>RECEIVED</u> NO LATER THAN _____, 2026.</p>	<p>If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's Fee Application, including Plaintiff's application for a service award, you may write to the Court and explain the reasons for your objection.</p>
<p>ATTEND A HEARING ON _____, 2026, AT _____ .M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <u>RECEIVED</u> NO LATER THAN _____, 2026.</p>	<p>Filing a written objection and notice of intention to appear that is received by _____, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the _____, 2026 hearing may be conducted by telephone or videoconference (<i>see</i> § 9 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>

**WHAT THIS NOTICE
CONTAINS**

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1. WHAT IS THE PURPOSE OF THIS NOTICE?

- The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement of the Action as against the Defendants (the “Settlement”). The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed

Plan of Allocation for the Settlement proceeds, and Plaintiff’s Counsel’s Fee Application, including Plaintiff’s requested service award (the “Settlement Hearing”). *See* § 9 below for details about the Settlement Hearing, including the date and time of the hearing.

- The Court directed that this Notice be mailed to you because you may be a Class Member. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights. **Please Note:** The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

- The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Authorized Claimants will be made after any appeals are resolved.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

2. WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

Summary of Claims, Issues, Defenses, and Relief Sought in the Action

- In 2017, Funko completed an initial public offering (“IPO”), using an umbrella partnership C corporation (“Up-C”) structure, whereby Funko’s operating assets continued to be held by a limited partnership, and a new Delaware corporation was formed as a holding company, whose sole material asset was its interest in the limited partnership. Public investors owned their voting and economic interests in the publicly traded corporation, while pre-IPO owners held their voting interests in the publicly traded

corporation and their economic interests in the historic partnership. The publicly traded corporation controlled the historic partnership.

- In connection with the IPO, Funko created two classes of stock. Funko's Class A shares, which are traded on the NASDAQ, are held predominantly by public investors. Funko's Class B shares were issued to the pre-IPO owners and are not publicly traded. Each Class B share, which has voting but not economic rights, corresponds to one of the pre-IPO owners' units in Funko Acquisition Holdings, L.L.C. ("FAH, LLC").

- On January 25, 2021, Funko Class A stockholder Leo Schumacher, represented by Plaintiff's Counsel, sent Funko a demand for inspection of books and records pursuant to 8 *Del. C.* §220, seeking to inspect Funko's books and records for the purpose of investigating suspected breaches of fiduciary duty. Schumacher sought to investigate whether certain of Funko's pre-IPO owners, including Brian Mariotti, ACON, and Fundamental (the "Pre-IPO Owners"), were benefitting from an alleged "double dip" that accrued when (i) the unitholders of FAH, LLC received tax distributions directly from FAH, LLC, but (ii) Funko's board of directors (the "Board") did not dividend to Funko's Class A stockholders the value of excess tax distributions that Funko, as a unitholder of FAH, LLC, received from FAH, LLC, and then (iii) the Pre-IPO Owners exchanged their units in FAH, LLC (and their corresponding Class B Funko shares) for Funko Class A stock. Schumacher contended that these three steps allowed the Pre-IPO Owners to benefit twice from FAH, LLC's tax distributions at the expense of Funko's public Class A stockholders.

- Between April and June, 2021, Funko produced approximately 4,000 pages of corporate books and records to Plaintiff's Counsel.

- On January 18, 2022, Schumacher filed a Verified Class Action Complaint in the Delaware Court of Chancery. The Verified Class Action Complaint alleged three counts for breach of fiduciary duty: one against Mariotti, ACON, and Fundamental for breach of fiduciary duty in their capacity as alleged controlling stockholders; one against Mariotti, Brotman, Dellomo, and Kriger for breach of fiduciary duty in their capacity as directors; and one against Mariotti and Nickel for breach of fiduciary duty in their capacity as officers. Funko, Inc. was named as an allegedly necessary party.

- On February 14, 2022, Defendants filed a motion to dismiss the Verified Class Action Complaint.

- On May 5, 2022, the Board announced that Funko had completed a recapitalization transaction (the “May 2022 Recap”), in which Funko used \$74 million to buy 4,251,701 FAH, LLC units; then implemented a reverse unit split to maintain a one-to-one ratio between the number of FAH, LLC units owned by Funko and the number of outstanding shares of Class A stock; then cancelled approximately 1,034,000 FAH, LLC units held by the Pre-IPO Owners. Shortly after the May 2022 Recap, ACON exchanged 12,520,559 FAH, LLC units for shares of Funko Class A common stock, and then sold those shares to The Chernin Group for \$21.00 per share, or approximately \$263 million. The fact that the May 2022 Recap was completed before ACON’s exchange of units and sale of shares prevented the Pre-IPO Owners from participating in the alleged “double dipping” into that \$74 million, and thus neutralized at least part of the alleged harm that this Action sought to prevent or remedy. Defendants contend that no Class A stockholders were harmed by Funko’s Up-C structure or any of the conduct Plaintiff alleges, and that the May 2022 Recap rendered the litigation moot in any event.

- On May 26, 2022, Schumacher filed a Verified Amended Class Action Complaint. The Verified Amended Class Action Complaint alleged three counts for breach of fiduciary duty: one against Mariotti, ACON, and Fundamental for breach of fiduciary duty in their capacity as alleged controlling stockholders of Funko; one against the Director Defendants for breach of fiduciary duty in their capacity as directors of Funko; and one against Mariotti, Perlmutter, and Nickel for breach of fiduciary duty in their capacity as officers of Funko. Funko was again named as an allegedly necessary party.

- On August 12, 2022, Defendants filed motions to dismiss the Verified Amended Class Action Complaint, with opening briefs in support thereof. Defendants argued, among other things, that Plaintiff was precluded from challenging their conduct because the Company’s corporate structure and the Company’s policy of not issuing dividends had been disclosed when Plaintiff and other Class Members purchased stock; that Funko’s decision not to issue a dividend was not a breach of fiduciary duty because it was a valid exercise of business judgment; and that Plaintiff’s claims should be dismissed because they were rendered moot by the May 2022 Recap.

- On December 15, 2022, Plaintiff filed an application for an award of attorneys’ fees and expenses (the “Interim Fee Application”),

seeking \$3.291 million of fees and expenses based on the corporate benefit created when Plaintiff's suit caused Funko to implement the May 2022 Recap.

- On December 18, 2023, following briefing and oral argument, the Court denied Defendants' motions to dismiss the Verified Amended Class Action Complaint, and also denied the Interim Fee Application, without prejudice to potential renewal of the application at a later stage in the litigation.

- On March 14, 2024, Erik Lynch filed a motion to intervene pursuant to Court of Chancery Rule 24, and Leo Schumacher filed a motion to withdraw.

- On October 28, 2024, the Court granted Lynch's motion to intervene and Schumacher's motion to withdraw, allowing Lynch to replace Schumacher as the representative plaintiff in this Action.

- On November 4, 2024, Lynch filed a Verified Class Action Complaint in Intervention with identical claims to Schumacher's Verified Amended Class Action Complaint.

- Thereafter, the Parties engaged in discovery. Plaintiff served document requests to each of the Defendants and subpoenas to third parties, The Chernin Group and JPMorgan Chase & Co., and responded to document requests and interrogatories. Plaintiff ultimately obtained over 26,000 documents (over 156,000 pages) in response to his discovery requests.

- Over the course of the litigation, the Parties periodically engaged in settlement negotiations. The Parties also engaged in settlement negotiations with extensive assistance of David M. Murphy of Phillips ADR Enterprises as mediator. Mr. Murphy assisted in a mediation session on October 21, 2025. During that mediation session, Mr. Murphy made a mediator's recommendation that the Parties settle the remaining claims in this Action for \$5.4 million, which the Parties accepted, subject to provision by the Company to Plaintiff of certain information regarding Funko's receipt of distributions since May 2022. That information was provided on November 7, 2025. The Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge both the Released Plaintiffs' Claims and the Released Defendants' Claims with prejudice.

- Also on October 21, 2025, but after the parties reached agreement in principle respecting the Settlement, the parties discussed, through the mediator, potentially resolving their dispute with respect to the Interim Fee Application. As discussed in more detail below at page __, the parties ultimately agreed that Funko or its indemnitors or insurers would pay to Plaintiff's Counsel \$3 million in complete resolution of the Interim Fee Application, with such amount payable 30 days after the Stipulation is filed with the Court. The payment of the mootness fee is not subject to approval by the Court.

- The entry by the Parties into the Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

- Plaintiff continues to believe that his claims have legal merit, but also believes that the Settlement set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel (defined below) have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (ii) the probability of success on the merits of the Released Plaintiff's Claims; (iii) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (iv) the difficulty and risk of collecting any judgment even if the Plaintiff were to prevail; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiff's Claims on the terms set forth therein.

- Based on Plaintiff's Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2021, Plaintiff's Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation as well as Plaintiff's own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class, is fair, reasonable, and

adequate consideration for forgoing the pursuit of potentially superior recovery through further litigation, and has agreed to the terms and conditions set forth in the Stipulation.

- The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that any Defendant asserted or could have asserted. Defendants enter into the Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice in order to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

- Plaintiff, for himself and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve the Released Plaintiffs' Claims against the Released Defendant Parties.

- On _____, 2026, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

- If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court solely for purposes of the Settlement consists of:

“All holders of Funko Class A common stock during the period from November 2, 2017 to October 21, 2025, inclusive, except for Excluded Persons.” Excluded Persons are defined in the Stipulation as: Funko, Fundamental, ACON, the Individual Defendants, and The Chernin Group, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party (“Excluded Persons”). Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

Please Note: The Class is a non “opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

4. WHAT ARE THE TERMS OF THE SETTLEMENT?

- In consideration of the settlement of the Released Plaintiff’s Claims (defined herein) against Released Defendant Parties (defined herein), the Defendants will deposit or cause to be deposited the \$5,400,000 Settlement Amount into an interest-bearing escrow account for the benefit of the Class.

5. WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

- Plaintiff continues to believe that the claims asserted in the Action have merit, but also believes that the Settlement set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff’s Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff’s Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth in the Stipulation.

- Based on Plaintiff’s Counsel’s thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff’s Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff’s Counsel’s evaluation, as well as his own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth in the Stipulation.

- Defendants have denied, and continue to deny, each and all of the claims alleged by Plaintiff and the Class in the Action. Defendants expressly have denied, and continue to deny, all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants deny that Plaintiff or the Class were harmed by the conduct alleged, or that could have been alleged, in the Action. Defendants believe that the Action is without merit and the evidence developed to date supports their position that they acted in good faith and in a manner they reasonably believed to be in accordance with all applicable rules, regulations, and laws. Defendants deny Plaintiff’s allegations concerning “control” and controlling stockholders. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

- Nevertheless, the Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely because they consider it desirable that the Released Plaintiff’s Claims be settled and dismissed with prejudice in order to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiff’s Claims.

<p>6. WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE? HOW WOULD I RECEIVE MY PAYMENT?</p>
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- As stated above, the \$5,400,000 Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the “Net Settlement Fund” (that is, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less: (i) any Taxes and Tax Expenses; (ii) any Administrative Costs; (iii) any attorneys’ Fee and Expense Award ordered by the Court, including Plaintiff’s requested service award; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

- The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a

plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

- The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.FunkoStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

UNDERSTANDING YOUR PAYMENT – NET SETTLEMENT FUND

As used in this Notice, the term “Settlement Payment Recipients” means all Eligible Beneficial Owners and all Eligible Record Holders. “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of Funko Class A common stock held of record by Cede at the close of trading on October 21, 2025, provided that no Excluded Person may be an Eligible Beneficial Owner. “Eligible Record Holder” means the record holder of any shares of Funko Class A common stock, other than Cede, at the close of trading on October 21, 2025, provided that no Excluded Person may be an Eligible Record Holder.

Plaintiff’s Counsel will work with the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund, and to ensure that the Settlement Payment Recipients do not include Excluded Persons. The Settlement Fund will be administered by the Administrator and the Escrow Agent and shall be used (subject to Court approval): (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award, including Plaintiff’s requested service award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided below. This Section describes the Plan of Allocation provided for under Section II of the Stipulation.

Following the Effective Date, the Administrator shall distribute the Net Settlement Fund to the Settlement Payment Recipients on a per-share basis. Settlement Payment Recipients do not have to submit a claim form or take any other action in order to receive payment.

Only the Settlement Payment Recipients will qualify to share in the distribution of the Settlement Fund to the Class after payment of settlement administration expenses, attorneys’ fees and expenses, and Taxes and Tax Expenses.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE

SETTLEMENT. ONLY PERSONS WHO HELD SHARES OF FUNKO CLASS A COMMON STOCK DURING THE CLASS PERIOD, OTHER THAN THE EXCLUDED PERSONS, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, Defendants, and Defendants' Counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, Escrow Agent, any DTC Participants, or any nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

The Net Settlement Fund will not be distributed to the Settlement Payment Recipients until the Court has approved the Settlement and the proposed Plan of Allocation (or such other allocation plan as the Court may approve), the time periods for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the Judgment approving the Settlement and the Plan of Allocation have expired, and the Judgment becomes Final.

The Court has jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member. The Court also has the power to modify the Plan of Allocation without further notice to Class Members.

As soon as practicable after the Effective Date, the Administrator will distribute the Net Settlement Fund to the Settlement Payment Recipients as set forth below.

- The Net Settlement Fund will be allocated and distributed on a per-share basis among the Settlement Payment Recipients (the "Initial Distribution"). Each Settlement Payment Recipient will receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of "Eligible Shares" held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at the close of trading on October 21, 2025 (the "Settlement Date"), and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of Funko Class A common stock as of the Settlement Date, other than Excluded Persons.
- With respect to Funko Class A common stock held of record at the closing by DTC through its nominee Cede, provided that the Administrator has the

necessary DTC Information, the Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants by first distributing that portion of the Net Settlement Fund among the DTC Participants by paying each DTC Participant the Per-Share Recovery times its respective Settlement Date Security Position (defined below). For each DTC Participant, the “Settlement Date Security Position” means the number of shares of Funko Class A common stock reflected on the DTC allocation report for the Settlement Date, less any shares that were held by an Excluded Person as of the close of trading on October 21, 2025. The Administrator shall further take all appropriate steps to instruct DTC Participants to distribute the portion of the Net Settlement Fund that they receive to the Eligible Beneficial Holders on a *pro rata* basis in accordance with each Eligible Beneficial Owner’s “Settlement Date Beneficial Ownership Position,” which means, for each Eligible Beneficial Owner, the number of shares of Funko Class A common stock beneficially owned by such Eligible Beneficial Owner as of the Settlement Date. Defendants shall cooperate with Plaintiff’s Counsel and the Administrator to provide information as to themselves and make reasonable best efforts to obtain information from the other Excluded Persons and, as applicable, the relevant DTC Participants to attempt to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient (a) to identify the number of shares of Funko Class A common stock beneficially owned by each Excluded Person as of the Settlement Date, (b) to identify the DTC Participant or non-Cede record holder through which such shares were held as of the Settlement Date, and (c) to enable any relevant DTC Participant to identify and exclude from payment all shares of Funko Class A common stock beneficially owned by each Excluded Person as of the Settlement Date (collectively, the “Excluded Person Information”).

- With respect to Funko Class A common stock held of record at the Settlement Date other than by Cede, as nominee for DTC (a “Settlement Date Non-Cede Record Position”), provided that the Administrator first receives the necessary Record Holder Information, the Administrator will distribute the *pro rata* amount of the Net Settlement Fund attributable to the Eligible Record Holders by paying directly to each Eligible Record Holder an amount equal to the Per-Share Recovery times the number of shares of Funko Class A common stock comprising such Settlement Date Non-Cede Record Position.

- The Net Settlement Fund shall be distributed to Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award (including Plaintiff’s requested service award) have been paid from the Settlement Fund or reserved.
- If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff’s Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.
- The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Settlement Payment Recipients to deposit settlement funds distributed by the Administrator, but the foregoing does not limit the right of the Defendants and Released Defendant Parties to enforce the terms of and their rights under the Stipulation.

<p>7. WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p>

- If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that Plaintiff, and all other Released Plaintiff Parties (as defined below) shall have waived, released, discharged, and dismissed each and every one of the Released Plaintiff’s Claims (as defined below), including Unknown Claims (as defined below), against each

and every one of the Released Defendant Parties (as defined below) and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiff's Claims against any and all of the Released Defendant Parties. Claims to enforce the terms of the Settlement are not released.

- The following capitalized terms used in this section 7 shall have the meanings specified below:

“Released Defendant Parties” means the Defendants, and any and all of their past, present, or future immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current, former, or future officers, directors, executives, employees, investors, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, insurance and re-insurance carriers, underwriters, attorneys (including Defendants' Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons and/or entities acting on their behalf.

“Released Defendants' Claims” means, as against the Released Plaintiff Parties to the fullest extent permitted by Delaware law, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the Action; provided, however, that the Released Defendants' Claims shall not include: (i) any claims to enforce the Stipulation; or (ii) any claims to enforce a final order and judgment entered by the Court. For the avoidance of doubt, Released Defendants' Claims do not include: (i) any rights to, and claims for, advancement or indemnification; or (ii) any claims that the Released Defendant Parties may have against their respective insurers, co-insurers, or reinsurers, or concerning any insurance coverage or policies that may be available to any of the Released Defendant Parties.

“Released Plaintiff Parties” means Plaintiff, all other Class Members, Plaintiff's Counsel, and the legal representatives, heirs, executors,

administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

“Released Plaintiff’s Claims” means, as against the Released Defendant Parties to the fullest extent permitted by Delaware law, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that (i) Plaintiff alleged, asserted, set forth, or claimed against any Released Defendant Parties in the Verified Amended Class Action Complaint or any complaint filed in the Action; or (ii) Plaintiff, or any other Class Member, could have alleged, asserted, set forth, or claimed against any Released Defendant Parties in any court, tribunal, forum, or proceeding arising out of or relating to the facts or theories that were alleged in the Verified Amended Class Action Complaint or any complaint filed in the Action. Notwithstanding the above, any claim to enforce the Stipulation or Judgment shall not be released.

“Unknown Claims” means any Released Plaintiff’s Claims that Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff’s Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiff and Defendants shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or

other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff, each Class Member, and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the Released Plaintiff's Claims and the Released Defendants' Claims, but the Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and the Released Plaintiff Parties and each Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever any and all Released Plaintiff's Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Released Plaintiff Parties, Class Members, and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

8. HOW WILL PLAINTIFF'S COUNSEL BE PAID?

- Plaintiff's Counsel² have not received any payment for their services in pursuing claims asserted in the Action, nor have Plaintiff's Counsel been paid for their expenses incurred in connection with the Action.

- In connection with the Settlement, Plaintiff's Counsel will apply for a Fee and Expense Award to include an award of attorneys' fees of up to 17.5% of the Settlement Amount, plus an award of expenses incurred in connection with the Action in the amount not to exceed \$120,000, plus any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund until paid (the "Fee Application"). Plaintiff may also submit an application for a service award of up to \$5,000, to be paid (if approved) from the Fee and Expenses Award to Plaintiff's Counsel. The Fee Application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement, including Plaintiff's requested service award.

- Any award of attorneys' fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

- In addition, as noted above, after the parties came to agreement on the material terms of the Settlement, the parties mediated and resolved the Interim Fee Application. In the Interim Fee Application, Plaintiff asserted that he had caused the company to engage in the May 2022 Recap, which Plaintiff acknowledged addressed the harm he had alleged would have occurred as a result of exchanges that took place at the time of the May 2022 Recap. The May 2022 Recap effectively cancelled a number of units held by private unitholders in an amount equal to the portion of the \$74 million in cash held by the Company at the time into which Plaintiff alleged the private unitholders otherwise would have been able to "double dip" into upon exchanging their private units into public shares. The Interim Fee Application thus requested that the Court award Plaintiff's attorneys with a fee of \$3.291 million. At a hearing on December 18, 2023, the Court deferred ruling on the Interim Fee Application pending further development of the record respecting the portion of the claims that addressed exchanges that occurred before the

² Plaintiff's Counsel means Robbins Geller Rudman & Dowd LLP, Friedlander & Gorris, P.A., Shobe & Shobe, LLP, Kaskela Law LLC, and Law Offices of Alfred G. Yates, Jr., P.C.

May 2022 Recap, which Plaintiff alleged had not been mooted as a result of the May 2022 Recap.

After the parties agreed on the material terms of the Settlement, the parties agreed, with the aid of the mediator, Mr. Murphy, to resolve the Interim Fee Application. In light of the risk and uncertainty of continued litigation over the Interim Fee Application, the Company's insurers agreed to pay \$3 million to resolve the Interim Fee Application, to be paid within 30 days of the date the Stipulation is filed with the Court. The payment of \$3 million from Funko's insurers to Plaintiff's Counsel to resolve the Interim Fee Application will not come out of or otherwise affect the Settlement consideration and is not subject to approval by the Court.

The Settlement consideration, out of which the Fee and Expense Award will be paid, addresses the harm that Plaintiff contends was not resolved by the May 2022 Recap.

Plaintiff believes that the release of claims at issue in this litigation is fair and reasonable because stockholders are receiving a payment in the Settlement for claims related to exchanges prior to the May 2022 Recap, the claims arising in connection with exchanges at the time of the May 2022 Recap were mooted by the May 2022 Recap itself, and there were no remaining damages. The Settlement will not, however, release any claims arising out of the payment of the \$3 million from Funko's insurers to Plaintiff's Counsel to resolve the Interim Fee Application. If you wish to object to the release of any claims that are covered by the release, the procedure to do so is described below.

<p>9. WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO ATTEND THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?</p>
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- Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement

Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

- **Please Note:** The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by telephone or video, without further written notice to Class Members. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by telephone or video, it is important that you monitor the Court's docket and the Settlement website, www.FunkoStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.FunkoStockholderSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, www.FunkoStockholderSettlement.com.

- The Settlement Hearing will be held on _____, 2026, at [:] [] .m., before the Honorable Nathan A. Cook, Vice Chancellor, at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, to, among other things:

1. Determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
2. Determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed Class Representative for the Class and Plaintiff's Counsel should be finally appointed Class Counsel for the Class;
3. Determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to Plaintiff and the other members of the Class and in their best interests;
4. Determine whether the proposed Order and Final Judgment approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation should be entered;

5. Determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;

6. Determine whether and in what amount any Fee and Expense Award to Plaintiff's Counsel, including Plaintiff's requested service award, should be paid out of the Settlement Fund;

7. Hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award, including Plaintiff's requested service award; and

8. Consider any other matters that may properly be brought before the Court in connection with the Settlement.

- Any Class Member may object to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's Fee Application ("Objector"); provided, however, that no Objector shall be heard or entitled to object unless, no later than fifteen (15) business days before the Settlement Hearing (*i.e.*, by _____, 2026), such person: (1) files his, her, or its written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below; and (2) serves such papers on Plaintiff's Counsel and Defendants' Counsel (electronically by File & Serve*Xpress*, by hand, by first-class U.S. mail, by express service, or by email) at the addresses set forth below.

REGISTER IN CHANCERY

Register in Chancery
Court of Chancery of the State of Delaware
Leonard L. Williams Justice Center
500 North King Street
Wilmington, DE 19801

PLAINTIFF'S COUNSEL

Christopher H. Lyons
Robbins Geller Rudman & Dowd LLP
1521 Concord Pike, Suite 301
Wilmington, DE 19803
clyons@rgrdlaw.com

Jeffrey M. Gorris
Friedlander & Gorris, P.A.
1201 N. Market St., Suite 2200
Wilmington, DE 19801
jgorris@friedlandergorris.com

DEFENDANTS' COUNSEL

<p>Raymond J. DiCamillo John M. O'Toole RICHARDS, LAYTON & FINGER, P.A. 920 North King Street Wilmington, DE 19801</p> <p><i>Attorneys for Defendant Funko, Inc. and the Individual Defendants</i></p> <p>Jarrett W. Horowitz Louis F. Masi CONNOLLY GALLAGHER LLP 1201 North Market Street, 20th Floor Wilmington, DE 19801 (302) 757-7300 <i>Attorneys for Defendant ACON Investments</i></p> <p>Brian M. Rostocki Justin M. Forcier REED SMITH LLP 1201 N. Market Street, Suite 1500 Wilmington, DE 19801</p> <p><i>Attorneys for Defendant Fundamental Capital, LLC</i></p>	<p>OF COUNSEL:</p> <p>Kevin M. McDonough Thomas J. Giblin LATHAM & WATKINS LLP 1271 Avenue of the Americas New York, NY 10020</p> <p>Michael K. Ross Thomas E. Shakow AEGIS LAW GROUP LLP 801 Pennsylvania Avenue, NW Suite 740 Washington, DC 20004</p> <p>Carla M. Wirtschafter REED SMITH LLP 1901 Avenue of the Stars, Suite 700 Los Angeles, CA 90067</p>
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Any objections must: (i) identify the case name and civil action number, “*Lynch v. Mariotti, et al.*, C.A. No. 2022-0051-NAC”; (ii) state the name, address, telephone number, and email address (if available) of the Objector and, if represented by counsel, the name, address, telephone number, and email address of the Objector’s counsel; (iii) be signed by the Objector, even if represented by counsel; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing; (v) include documentary evidence sufficient to prove that the

Objector is a member of the Class; and (vi) identify all class actions to which the Objector and the Objector's counsel have previously objected. Plaintiff's Counsel are authorized to request from any Objector additional information or documentation sufficient to prove that the Objector is a member of the Class.

- You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

- If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiff's Counsel's Fee Application (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth above so that the notice is received on or before [____], 2026. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

- You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth above so that the notice is received on or before [____], 2026.

- The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you plan to attend the Settlement Hearing, you should confirm the date, time, and location with Plaintiff's Counsel.

- Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the Plan of Allocation, or Plaintiff's

Counsel's Fee Application, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

**10. CAN I SEE THE COURT FILE?
WHO SHOULD I CONTACT IF I HAVE QUESTIONS?**

- This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular business hours at the Office of the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, www.FunkoStockholderSettlement.com.
- If you have questions regarding the Settlement, you may contact the Administrator by mail at *Funko Stockholder Settlement*, c/o A.B. Data, Ltd., P.O. Box 173024, Milwaukee, WI 53217; by telephone at 1-877-311-3743; or by email at info@FunkoStockholderSettlement.com. You may also contact Plaintiff's Counsel: Christopher H. Lyons, Robbins Geller Rudman & Dowd LLP, 1521 Concord Pike, Suite 301, Wilmington, DE 19803, 1-800-449-4900, settlementinfo@rgrdlaw.com; or Jeffrey M. Gorris, Friedlander & Gorris, P.A., 1201 N. Market St., Suite 2200, Wilmington, DE 19801, (302) 573-3500. ***Do not contact the Court or its staff with questions about the terms of the proposed Settlement.***

11. WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

- If you are a broker or other nominee that held shares of Funko Class A common stock during the period from November 2, 2017 through October 21, 2025, inclusive, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices, forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such

beneficial owners to A.B. Data, Ltd. at info@FunkoStockholderSettlement.com or *Funko Stockholder Settlement*, c/o A.B. Data, Ltd., P.O. Box 173024, Milwaukee, WI 53217. If you choose the second option, the Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses actually incurred in connection with the foregoing include up to \$0.03 per record for providing names, addresses, and, if available, email addresses to the Administrator, up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Administrator, or \$0.03 per Notice sent by email. A copy of this Notice may also be obtained from the Settlement website, www.FunkoStockholderSettlement.com, by calling the Administrator toll free at 1-877-311-3743, or by emailing the Administrator at info@FunkoStockholderSettlement.com.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY ABOUT THIS NOTICE OR QUESTIONS ABOUT THE TERMS OF THE PROPOSED SETTLEMENT.

DATED: _____

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ERIK LYNCH, Individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

C.A. No. 2022-0051-NAC

BRIAN MARIOTTI, KEN BROTMAN,)
GINO DELLOMO, ADAM KRIGER,)
RUSSELL NICKEL, ANDREW)
PERLMUTTER, FUNDAMENTAL)
CAPITAL, LLC, ACON)
INVESTMENTS and FUNKO, INC.,)

Defendants.)

[PROPOSED] ORDER AND FINAL JUDGMENT

A hearing having been held before the Court on the ___ day of _____, 2026, to determine: (1) whether the terms and conditions of the settlement proposed in the Stipulation and Agreement of Compromise and Settlement between: (i) plaintiff Erik Lynch (“Plaintiff”), on behalf of himself and on behalf of the Class; and (ii) defendants Brian Mariotti, Ken Brotman, Gino Dellomo, Adam Kriger, Andrew Perlmutter (collectively, the “Director Defendants”), Russell Nickel (together with the Director Defendants, the “Individual Defendants”), Fundamental Capital, LLC (“Fundamental”), ACON Investments (“ACON”), and Funko, Inc. (“Funko” or the “Company”) (collectively with the Individual Defendants, Fundamental, and ACON, the “Defendants”), dated April 8, 2026 (the “Stipulation”), which is

incorporated herein by reference, provides for a fair, reasonable, and adequate settlement for the Released Plaintiff's Claims; and (2) whether the Order and Final Judgment should be entered in the above-captioned class action (the "Action"), and the Court having considered all matters submitted to it at the hearing and otherwise;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties for purposes of the Settlement.

3. The Court finds that the mailing and internet distribution of the Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Plan of Allocation and releases to be provided thereunder); (iii) Plaintiff's Counsel's application for an award of attorneys' fees and expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation, and Plaintiff's Counsel's application for attorneys' fees and expenses; and (v) their right to appear at the

Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

4. Consistent with the Scheduling Order, the Court grants final certification of a non-opt-out Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of:

All holders of Funko Class A common stock during the period from November 2, 2017, to October 21, 2025, inclusive, except for Excluded Persons.¹

5. The Court also appoints Plaintiff as Class Representative, and Robbins Geller Rudman & Dowd LLP; Friedlander & Gorris, P.A.; Shobe & Shobe, LLP; Kaskela Law LLC; and Law Offices of Alfred G. Yates, Jr., P.C. (“Plaintiff’s Counsel”) as counsel for the Class.

6. The Settlement of this Action, as provided for in the Stipulation, is approved as fair, reasonable, and adequate, and in the best interests of Plaintiff and the Class.

¹ “Excluded Persons” means Funko, Fundamental, ACON, the Individual Defendants, and The Chernin Group, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

7. The formula for the calculation of payments to eligible Class Members as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund, with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Order and Final Judgment (or otherwise preclude this Order and Final Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

8. Pursuant to Court of Chancery Rule 23, this Court approves the Settlement in all respects, and the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Final Judgment.

9. Without further order of the Court, Plaintiff and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

10. Upon the Effective Date, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiff's Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 19 of the Stipulation, the other Released Plaintiff Parties and any and all of the predecessors, successors, assigns,

agents, representatives, trustees, executors, administrators, estates, heirs, and transferees of any of the foregoing persons, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against the Released Defendant Parties.

11. Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 20 of the Stipulation, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

12. Plaintiff's Counsel are hereby awarded attorneys' fees in the sum of \$ _____, which sum the Court finds to be fair and reasonable, and payment of and expenses in the amount of \$ _____. Such sums shall be paid pursuant to the provisions of the Stipulation. Neither Plaintiff, nor Plaintiff's Counsel, nor any Class Member shall make, or assist any other counsel in making, any application for an award of fees or expenses in any other jurisdiction from the Released Defendant Parties. In addition, Plaintiff is awarded a service award in the amount of \$ _____, to be paid from the Fee and Expense Award.

13. The binding effect of this Order and Final Judgment and the obligations of Plaintiff, Class Members, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of attorneys' fees and expenses or the Plan of Allocation.

14. Plaintiff and Defendants, and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiff's Claims against all Released Defendant Parties, and Released Defendants' Claims against all Released Plaintiff Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released parties.

15. Neither this Order and Final Judgment, the Stipulation, nor the fact or any terms of the Settlement, nor any communications relating thereto, is evidence of, or an admission or concession by Plaintiff, any Class Member, any Released Plaintiff Parties, the Defendants, or any of the Released Defendant Parties of any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, this Order and Final Judgment, any terms of the Stipulation or this Order and Final Judgment, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (a) shall (i) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury, or damages to any person or entity, or (b) shall

otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any indemnification, advancement, insurance rights, or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

16. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Final Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order and Final Judgment shall be without prejudice to the rights of Plaintiff, the Defendants or the Class; and Plaintiff and the Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation.

17. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

18. The Action is hereby dismissed in its entirety and with prejudice. Except as otherwise provided in this Order and Final Judgment and the Stipulation, Plaintiff has no responsibility to bear the costs, fees, and expenses of any Defendant, and Defendants shall have no responsibility to bear the costs, fees, and expenses of Plaintiff.

IT IS HEREBY ORDERED this ___ day of _____, 2026.

Vice Chancellor Nathan A. Cook