



GRANTED

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

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: Nathan A Cook

File & Serve

Transaction ID: 78989570

Current Date: Apr 10, 2026

Case Number: 2022-0051-NAC

Case Name: CONF ORD /Erik Lynch v. Brian Mariotti, et al.

Court Authorizer: Nathan A Cook

Court Authorizer

Comments:

The Settlement Hearing will be held on July 8, 2026, at 11:00 a.m.

/s/ Judge Nathan A Cook