



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RICHARD NORWOOD, individually)
and on behalf of all others similarly)
situated,)
) C.A. No.: 2018-0056-KSJM
Plaintiff,)
) CLASS ACTION
v.)
)
STAN LEE, and GILL CHAMPION,)
)
Defendants.)
_____)

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (together with the attached Exhibits, which are incorporated by reference, the “Stipulation”), is made and entered into as of this 7th day of September 2022, by and among: (i) plaintiff Richard Norwood (“Plaintiff”), on his own and on behalf of the Class (as defined herein); and (ii) defendants Joan Celia Lee as the Lee Family Trustee (“Lee”)¹ and Gill Champion (“Champion,” and together with Lee “Defendants”), by and through their respective undersigned counsel, and embodies the terms and conditions of the settlement of the above-captioned stockholder class action (the “Action”). Each

¹ Joan Celia Lee as Trustee of the Lee Family Survivor’s Trust “A” Dated October 12, 1985 was substituted as a defendant in place of Stan Lee and the Estate of Stan Lee. For purposes of this Stipulation, references to “Defendant Lee” or “Lee” refer to Stan Lee and/or his successor.

party to this Stipulation is a “Party” and, collectively, are the “Parties.” This Stipulation is submitted pursuant to Delaware Court of Chancery Rule 23.

Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement (defined below) embodied in this Stipulation is intended: (i) to be in full and final disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims (defined below) against each and every one of the Parties.

WHEREAS, based upon a unanimous vote by its Board of Directors, on May 5, 2017, POW! Entertainment, Inc. (“POW” or the “Company”) entered into an agreement and plan of merger (“Merger Agreement”) with First Creative International Limited (“First Creative”), a Hong Kong corporation, Camsing Entertainment International, Inc. (“Merger Sub”), a Delaware corporation and wholly-owned subsidiary of First Creative (collectively, “Camsing”), pursuant to which Camsing would acquire all outstanding shares of POW (the “Merger”) for \$11.5 million less certain deductions (the “Merger Consideration”);

WHEREAS, on September 7, 2017, POW disseminated a proxy statement (the “Proxy Statement”) in relation to the Merger Agreement and Merger which recommended that POW shareholders vote in favor of the Merger, that stated POW shareholders would receive *pro rata* cash payments of approximately \$0.05 per share

after deducting for all net liabilities of POW as further described therein, and scheduled a special meeting of stockholders for September 28, 2017;

WHEREAS, on September 28, 2017, the Company held its special meeting of stockholders, and stockholders holding a majority of the Company's voting stock approved the Merger;

WHEREAS, on October 23, 2017, following the special meeting of stockholders, the Merger was consummated;

WHEREAS, following the special meeting of stockholders and the casting of votes on the Merger, POW stockholders learned that the net Merger Consideration was approximately \$6.2 million, or \$0.04691 per share, after all liabilities and debts were accounted for;

WHEREAS, on January 24, 2018, Plaintiff filed a Verified Class Action Complaint for Breach of Fiduciary Duty (the "CAC") in the Court of Chancery of the State of Delaware styled *Norwood v. Lee, et al.*, C.A. No. 2018-0056-KSJM, naming as defendants Lee – Chairman of POW's Board of Directors (the "Board") and Chief Creative Officer of POW; and Champion – President, Chief Executive Officer ("CEO") and director of the Company, in their capacities as the alleged controlling stockholders and POW and sole members of the Board;²

² The CAC also named POW's Chief Financial Officer, Bick Le, as a defendant; however, on October 30, 2020, the Court entered an order granting Plaintiff's Notice of Voluntary Dismissal of Defendant Bick Le.

WHEREAS, the CAC generally alleges that Defendants breached their fiduciary duties to POW stockholders by engaging in a flawed sale process, designed to extract benefits for both Defendants and Camsing, including post-close employment, post-close equity stakes, and the transfer of Merger-related costs, to the detriment of POW stockholders;

WHEREAS, on May 14, 2018, Defendant Champion filed his answer to the CAC. On June 28, 2018, Defendant Lee filed his Answer to the CAC. On November 1, 2018, the Action was reassigned to the Honorable Kathaleen St. Jude McCormick;

WHEREAS, as a result of the death of Defendant Lee, Plaintiff filed a Motion to Substitute the Lee Family Trustee for Defendant Lee, which the Court granted on July 8, 2020;

WHEREAS, on January 13, 2021, the Court entered an Order granting, with modifications, the Parties' Stipulation Governing Case Schedule, and shortly thereafter, the Parties began engaging in written discovery;

WHEREAS, on June 28, 2021, the Court entered an Order Governing the Production and Exchange of Confidential and Highly Confidential Information. Over the next several months, counsel for Plaintiff and Defendant Champion met and conferred via telephone and letters to discuss certain outstanding discovery issues raised by both Parties. The Parties agreed that they would supplement any

deficient responses within 60 days from the completion of the Parties' respective document productions;

WHEREAS, on November 16, 2021, the Court entered an Order granting the Parties' Amended Stipulation Governing Case Schedule ("Amended Stipulation") which provided for the completion of all fact discovery by February 28, 2022. The Amended Stipulation also informed the Court that the Parties agreed to mediate the Action on January 13, 2022;

WHEREAS, on November 19 and November 20, 2021, Defendant Champion and Plaintiff confirmed that each had completed their respective document productions;

WHEREAS, on January 13, 2022, following the submission of confidential mediation statements, the Parties participated in a virtual mediation session with Robert A. Meyer, Esq. of JAMS. At the mediation, the Parties reached an agreement in principle to settle their claims for a payment of \$950,000, to be distributed among the Class (as defined herein) and agreed to cooperate to prepare definitive documentation memorializing the terms of the proposed settlement;

WHEREAS, on January 18, 2022, the Parties agreed to extend the deadline to supplement any deficient discovery responses by 30 days while counsel worked to draft an agreeable binding term sheet ("Term Sheet");

WHEREAS, on February 4, 2022, counsel for the Parties executed the Term

Sheet setting forth the general terms on which the Parties agreed to resolve the Action subject to Court approval;

WHEREAS, Plaintiff, through Plaintiff's counsel, has conducted an investigation and pursued discovery relating to the claims and the underlying events and circumstances alleged in the Action. Plaintiff's counsel has analyzed the evidence obtained during their investigation, including the Proxy Statement, Merger Agreement, SEC filings, and discovery documents produced in the Action, and has also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto;

WHEREAS, based on their investigation and prosecution of the Action, Plaintiff and Plaintiff's counsel have concluded that the terms and conditions of the Settlement (as defined herein) and the Stipulation are fair, reasonable and adequate to, and in the best interests of, the members of the Class;

WHEREAS, this Stipulation is intended to fully, finally and forever resolve and discharge the Released Plaintiff Claims against the Released Defendant Parties (as defined herein) with prejudice, and it is the intention of the Parties that the Settlement will release all the Released Plaintiff Claims against the Released Defendant Parties that were alleged or could have been alleged in this Action;

WHEREAS, 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 asserted in the Action;

WHEREAS, Defendants have denied, and continue to deny, any allegations of wrongdoing and liability on their respective parts and that they have committed any violation of law or breach of duty of any kind or engaged in any wrongful act or omission relating to or in connection with the Merger Agreement, the Proxy Statement, or Merger, including any of the wrongful acts alleged in the Action, and all Defendants expressly maintain that they have diligently and scrupulously complied with any and all legal and equitable duties, and are entering into this Stipulation solely to eliminate the burden, expense, and distraction of further litigation;

WHEREAS, the Parties recognize that the litigation has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and that the Settlement reflects an agreement that was reached voluntarily after consultation with experienced legal counsel;

WHEREAS, the Parties wish to finally and irrevocably resolve their differences and thereby avoid the time, expense and acrimony associated with the Action; and

NOW THEREFORE, without any admission or concession on the part of Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or any lack of merit in their defenses

whatsoever by Defendants, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by the Parties, subject to the approval of the Court and pursuant to Delaware Court of Chancery Rule 23 and the other conditions set forth herein, for good and valuable consideration, the sufficiency of which is hereby acknowledged, that the Action shall be fully and finally settled, compromised, released and dismissed, on the merits and with prejudice, on the terms set forth below (the “Settlement”).

1. DEFINITIONS

In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation, shall have the meanings specified below:

1.1 “Account” means the account at Huntington National Bank which is to be maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested in instruments backed by the full faith and credit of the United States Government, or fully insured by the United States Government or an agency thereof, and the proceeds of these instruments shall be reinvested at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the

Escrow Agent, including disbursement or failure of disbursement, payment of fees, costs, expenses or taxes, elections, or any other act, omission or obligation regarding the Settlement Fund, including with respect to this Stipulation or further order(s) of the Court.

1.2 “Administrative Costs” means all costs and expenses associated with providing Notice of the Settlement to the Class or otherwise administering or carrying out the terms of the Settlement, including, without limitation, Taxes (defined below) and Tax Expenses (defined below) relating to the Account, the actual costs of printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing Notice via mail, website, telephone and email as needed, the fees and expenses of the Settlement Administrator in connection with administration of the Settlement.

1.3 “Class” means a non-opt out class, certified pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(3), for settlement purposes only, that includes any and all record holders and beneficial holders of POW common stock who held or owned such stock on October 23, 2017, the date of the closing of the Merger, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors,

administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them. Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and, legal representatives, heirs, successors-in-interest, transferees and assigns of any such excluded person or entity. Also excluded from the Class is any Person who exercised their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware and their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them.

1.4 “Class Counsel” means the law firms of Faruqi & Faruqi, LLP, 685 Third Avenue, 26th Floor, New York, NY 10017 and Cooch and Taylor, P.A, 1007 N. Orange Street, Suite 1120, Wilmington, Delaware 19801.

1.5 “Class Member(s)” means a Person who falls within the definition of the Class as set forth herein.

1.6 “Class Plaintiff” or “Plaintiff” means Plaintiff Richard Norwood, on his own and on behalf of the Class.

1.7 “Closing” means October 23, 2017.

1.8 “Defendants” mean Joan Celia Lee as the Lee Family Trustee and Gill Champion.

1.9 “Effective Date” means the first business day following the date the Judgment becomes Final. Any disputes or appeals relating solely to a Fee and Expense Award, or any special award to Plaintiff, shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final.

1.10 “Escrow Agent” means Huntington National Bank or its successor(s), which shall hold any and all escrowed funds in the Account.

1.11 “Excluded Persons” means Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and legal representatives, heirs, successors-in-interest, transferees and assigns of any such excluded person or entity; and any Person who exercised their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware and their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them.

1.12 “Fee and Expense Award” means an award to Class Counsel of fees and expenses and any awarded interest thereon, to be paid from the Settlement Amount, approved by the Court in accordance with this Stipulation and in full

satisfaction of any and all claims for attorneys' fees or expenses that have been, could be or could have been asserted by Class Counsel or any other counsel for any member of the Class in connection with the Action.

1.13 "Final" means, with respect to any order or judgment of the Court, that such order or judgment represents a final and binding determination of all issues within its scope and has not been reversed, vacated, or modified in any way and is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process or because of passage, without action, of time for seeking appellate review. Without limitation, an order or judgment becomes final when: (a) either no appeal therefrom has been filed and the time has passed for any notice of appeal to be timely filed therefrom; or (b) if any appeal is taken, the date on which all appeals, including petitions for rehearing or reargument, have been finally disposed of (whether through expiration of time to file, denial of any request for review, affirmance on the merits, or otherwise). For purposes of this paragraph, an "appeal" shall include appeals as of right, discretionary appeals, interlocutory appeals, any motion for reconsideration or rehearing, and proceedings involving any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. Any disputes or appeals relating solely to the amount, payment or allocation of attorneys' fees and expenses 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 the Judgment from becoming final.

1.14 “Judgment” means the Order and Final Judgment to be entered in the Action substantially in the form attached as Exhibit 4 hereto.

1.15 “Net Settlement Fund” means the Settlement Fund less any Fee and Expense Award, Administrative Costs and other Court-approved deductions.

1.16 “Notice” means the Notice of Pendency of Class Action, Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit 2.

1.17 “Parties” means, collectively, Defendants and Plaintiff, on behalf of himself and Class Members.

1.18 “Person(s)” means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

1.19 “Released Claims” means Released Plaintiff Claims and Released Defendant Claims, collectively or individually.

1.20 “Released Defendant Claims” means any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Released Plaintiff Parties: (i) arising out of and/or relating in any way to the prosecution of, participation in, and/or settlement of the Action; or (ii) that otherwise in any way relate to the subject matter of the Action; *provided, however*, that the Released Defendant Claims shall not include the right to enforce the Settlement or this Stipulation. “Released Defendant Claims” specifically includes, without limitation, all Unknown Claims (defined below).

1.21 “Released Defendant Parties” means Defendants, POW, and each and every one of their past and/or present family members, heirs, principals, trustees, executors, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, agents, investment bankers, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers, and attorneys (including Defendants’ counsel), whether or not served with process and whether or not such Person appeared or was named as a defendant in the Action.

1.22 “Released Parties” means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

1.23 “Released Plaintiff Claims” means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, liabilities, obligations, duties, rights, costs, expenses, attorneys’ fees, and/or causes of action of any kind or character, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, which Plaintiff or any Class Member, ever had, now has, or may have against any of the Released Defendant Parties, whether class, representative, or individual in nature, whether based on state, local, foreign, federal (including, but not limited to, any state or federal securities laws), statutory, regulatory, common or other law or rule, which are based upon, arise out of, involve, directly or indirectly, or relate in any way to any of the facts, allegations, conduct, actions, inaction, breaches of fiduciary duty or other obligations, statements, misrepresentations, omissions, transactions, events or occurrences that were, could have been, or in the future could be alleged, asserted, or claimed in the Action, or relate to the subject matter thereof, in any court (whether state or federal), tribunal, forum, or proceeding; *provided, however*, that the Released Plaintiff Claims shall not include the right to enforce the Settlement or this Stipulation. “Released Plaintiff Claims” specifically includes, without limitation, all Unknown Claims (defined below).

1.24 “Released Plaintiff Parties” means Plaintiff, all other Class Members, and their respective trustees, officers, directors, employees, agents, advisors, experts and attorneys (including Class Counsel).

1.25 “Scheduling Order” means the [Proposed] Scheduling Order to be entered by the Court, substantially in the form attached hereto as Exhibit 1.

1.26 “Settlement Administrator” means Analytics Consulting LLC, the firm retained by Class Counsel, subject to approval of Defendants and the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement in accordance with the terms and conditions set forth in this Stipulation, the plan of allocation and any orders of the Court relating thereto.

1.27 “Settlement Amount” means the sum of Nine Hundred Fifty Thousand Dollars (\$950,000) in cash to be paid into the Account pursuant to the terms of this Stipulation.

1.28 “Settlement Fund” means the Settlement Amount plus any accrued interest or income earned thereon.

1.29 “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 Class Counsel.

1.30 “Summary Notice” means the summary notice for publication, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit 3.

1.31 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

1.32 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) returns.

1.33 “Unknown Claims” means any and all Released Plaintiff Claims which Plaintiff or any other Class Member does not know or suspect exists in his, her, its or their favor at the time of the release of the Released Plaintiff Claims against the Released Defendant Parties, including without limitation those which, if known, might have affected his, her, its or their decision(s) with respect to the Settlement, and any and all Released Defendant Claims which Defendants or any other Released Defendant Party does not know or suspect to exist in his, her, its or their favor at the time of the release of the Released Defendant Claims against the Released Plaintiff

Parties, which if known might have affected his, her, its or their decision(s) with respect to the Settlement. With respect to any and all the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, Plaintiff and Defendants expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil 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 and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future,

including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, and without regard to the subsequent discovery or existence of different or additional facts. Plaintiff and Defendants also acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of the Released Plaintiff Claims and the Released Defendant Claims was separately bargained for and is a key element of the Settlement.

2. NO ADMISSION OF LIABILITY

2.1 It is agreed and understood that nothing herein is to be construed as an admission of wrongdoing or liability on the part of any Defendant, and that each Defendant expressly denies all allegations of wrongdoing or liability on any of their respective parts and specifically maintains that they have not committed any violation of law or breaches of fiduciary duty or engaged in any wrongdoing whatsoever.

2.2 Defendants have vigorously denied and continue to vigorously deny any wrongdoing or liability with respect to all claims asserted in the Action, including any allegations that they have committed any violations of law, that they have acted improperly in any way, and/or that they have any liability or owe any damages of any kind to Class Plaintiff or the Class, but are entering into this Stipulation solely because they consider it desirable that the Released Plaintiff

Claims be settled and dismissed with prejudice in order to, among other things, eliminate the burden, inconvenience, expense, risk and distraction of further litigation, and finally put to rest and terminate all of the Released Plaintiff Claims which were or could have been asserted against Defendants in the Action.

2.3 Class Plaintiff and his counsel have vigorously asserted and continue to vigorously assert that all of their claims have legal merit. Class Plaintiff, based on his direct oversight of the prosecution of this matter, along with the input of Class Counsel, has agreed to settle the claims raised in the Action after considering: (i) the benefits that Class Plaintiff and the other members of the Class will receive from the resolution of the Action; (ii) the attendant risks of going to trial, including the risk of failing to prove liability and/or damages greater than the Settlement Amount; (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation; and (iv) the view that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the Class Members. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Class Plaintiff of any infirmity in the claims asserted in the Action.

3. SETTLEMENT CONSIDERATION

3.1 In consideration of the full and final release, settlement, satisfaction, compromise, and discharge of all matters between the Parties, the Parties, through their counsel, have agreed to the following consideration:

a. Settlement Amount

3.2

i. Defendants' insurers, on behalf of all Defendants, shall pay or cause to be paid the Settlement Amount.

ii. The Settlement Amount will be paid in accordance with the instructions to be provided by the Escrow Agent within thirty (30) calendar days following the later of: (1) the date of entry of the Scheduling Order; and (2) the date of Class Counsel furnishing to Defendants' counsel adequate written payment instructions consisting of wire transfer instructions and a completed W-9 form for the Settlement Fund, including an address and tax ID number. The Settlement Amount shall be paid by wire transfer.

iii. All funds held in the 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. The Settlement Administrator shall, subject to the supervision, direction and approval of the Court, oversee administration and distribution of the Account.

iv. The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used: (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award and any special award

to Plaintiff; and (iii) following the payment of (i) and (ii) herein, for subsequent disbursement of the Net Settlement Fund in accordance with ¶ 3.4.

v. Apart from the payment of the Settlement Amount, Defendants and the Released Defendant Parties shall have no further monetary obligation to Plaintiff, the Class Members, or Class Counsel under this Settlement. All Administrative Costs, any Fee and Expense Award (including any interest thereon), and any and all costs associated with the allocation and distribution of the Net Settlement Fund will be paid solely out of the Settlement Fund, and no Defendant shall have any obligation to pay or bear any amounts, expenses, costs, damages, assessment or fees to or for the benefit of any Plaintiff, Class Member, or Class Counsel. For the avoidance of doubt, neither Plaintiff, Class Members, nor Class Counsel shall seek any other relief as a condition of the Settlement, and the Defendants and the Released Defendant Parties shall have no other obligations, liabilities or responsibilities in connection with the Settlement, Settlement Fund, or the Action, except as specifically set forth herein.

b. Taxes

3.3

i. The Parties, the Escrow Agent, and the Settlement Administrator agree that the Settlement Fund is intended to be and should be treated as being at all times a “qualified settlement fund” within the meaning of Treasury

Regulation (“Treas. Reg.”) § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Settlement Administrator 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.

ii. For the purposes of § 468B of the Code and the Treasury regulations promulgated thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described above) shall be consistent with this ¶ 3.3 and in all events shall reflect that all Taxes as defined in ¶ 1.31 herein (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

iii. All: (a) Taxes (including any estimated Taxes, interest or

penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants and the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (b) Tax Expenses, and costs incurred in connection with the operation and implementation of this ¶ 3.3 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to any filing (or failing to file) the returns described in this ¶ 3.3), shall be paid out of the Settlement Fund. In no event shall Defendants or the Released Defendant Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Released Defendant Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Administrator out of the Settlement Fund without further consent of Defendants, or prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members any funds necessary to pay such amount, 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(l)(2)). The Parties agree to cooperate with the Settlement Administrator, the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 3.3.

iv. Defendants and the Released Defendant Parties are not responsible for Taxes, Tax Expenses, or Administrative Costs, nor shall they be liable for any claims with respect thereto.

v. In the event the Settlement does not become Final, all amounts in the Account shall be returned pursuant to the instructions of Defendants' counsel, less any costs or expenses paid, incurred, or due and owing consistent with this Stipulation.

c. Distribution of the Settlement Fund

3.4

i. As soon as reasonably practicable after the Effective Date, the Net Settlement Fund will be distributed by the Settlement Administrator, as set forth in this ¶ 3.4.

ii. The Net Settlement Fund will be allocated and distributed on a pro-rata per-share basis to all Class Members who held shares of POW common stock on October 23, 2017 (the date the Merger closed); provided, however, that no distribution or payment shall be made to any Excluded Persons.

iii. Excluded Persons shall have no claim to and shall not receive any payment from the Net Settlement Fund, in whole or in part. The Excluded Persons hereby relinquish any right to receive any part of the Net Settlement Fund. In the event that any Excluded Person learns that he, she, they or it has received payment from the Net Settlement Fund, he, she, they or it shall provide reasonable notice to the Settlement Administrator and take steps reasonably requested by the Settlement Administrator to promptly return said funds to the Settlement Administrator.

iv. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of initial distribution (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons to the extent they receive settlement payments, or for any other reason), Class Counsel shall, if economically feasible, distribute in an equitable and economic fashion such balance among the Class Members 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, Class Counsel may instruct the Settlement Administrator to distribute any remaining balance in the Net Settlement Fund, after provision for all anticipated expenses, in accordance with Delaware's unclaimed property law.

v. Prior to the Effective Date, the Escrow Agent may, at the

direction of Class Counsel, pay from the Account, without further approval from Defendants or further order of the Court, all Administrative Costs actually and reasonably incurred. The Escrow Agent shall not disburse the Settlement except as provided in this Stipulation or by an order of the Court.

vi. Upon the Effective Date, neither the Defendants, their insurance carriers nor any other Person or entity who or which paid any portion of the Settlement Fund, shall have any right to the return of the Settlement Fund or any portion thereof.

vii. No person shall have any claim against Plaintiff, Class Counsel or any agent designated by Class Counsel that arises from or relates to the administration and distribution of the Net Settlement Fund in accordance with this Stipulation or any order of the Court.

viii. Other than as expressly provided herein, Defendants and the Released Defendant Parties shall not have any involvement in, responsibility for, or liability relating to the administration of the Settlement Fund or the distribution of the Net Settlement Fund. In addition, other than as expressly provided herein, Defendants and the Released Defendant Parties shall not have any responsibility or liability for the acts or omissions of Class Counsel, any of their agents, the Settlement Administrator, or the Escrow Agent in connection with the administration of the Settlement Fund, the distribution of the Net Settlement Fund,

or otherwise.

d. Costs of Distribution

3.5

i. The Escrow Agent shall pay out of the Account any and all costs associated with the allocation and distribution of the Net Settlement Fund (including the costs of any re-distribution of the Net Settlement Fund).

4. CLASS CERTIFICATION

4.1 Solely for purposes of the Settlement and for no other purpose, the Parties stipulate to and seek Court approval of a non-opt-out class of stockholders pursuant to Court of Chancery Rule 23(a), 23(b)(1), and 23(b)(3).

4.2 The Parties also stipulate to seek Court approval of the appointment of: (a) Plaintiff as Class representative; and (b) Class Counsel as counsel for the Class.

5. SCOPE OF SETTLEMENT AND RELEASES

5.1 Upon entry of the Judgment, the Action shall be dismissed with prejudice, on the merits and without costs, except as provided herein.

5.2 Upon the Effective Date, Plaintiff, and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall fully, completely, finally, and forever release,

relinquish, settle and discharge, and by operation of the Judgment, shall fully, completely, finally, and forever release, relinquish, settle and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any of the Released Plaintiff Claims against any of the Released Defendant Parties.

5.3 Upon the Effective Date, Defendants, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall fully, completely, finally, and forever release, relinquish, settle and discharge, and by operation of the Judgment, shall fully, completely, finally, and forever release, relinquish, settle and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any of the Released Defendant Claims against any of the Released Plaintiff Parties.

6. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

6.1 As soon as practicable after the execution of this Stipulation, the Parties shall: (1) take all steps necessary to stay the Action pending further order of the Court; and (2) jointly apply to the Court to seek entry of the Scheduling Order (substantially in the form attached hereto as Exhibit 1): providing for, among other things: (i) preliminary certification of the Action as a class action on behalf of the Class defined herein; (ii) approval of the form and mailing of the Notice (substantially in the form attached hereto as Exhibit 2); (iii) the publication of the Summary Notice (substantially in the form attached hereto as Exhibit 3); (iv) enjoining prosecution of any Released Claims pending entry of the Judgment; and (v) scheduling a Settlement Hearing to consider (a) the proposed Settlement, (b) the joint request of the Parties that the Judgment be entered substantially in the form attached hereto as Exhibit 4, (c) the Fee Application, and (d) any objections to the foregoing.

7. NOTICE

7.1 Defendants shall provide or cause to be provided to the Settlement Administrator, within five (5) business days of the date of entry of the Scheduling Order, the last known postal addresses of all stockholders of record of Company common stock who held or owned shares on October 23, 2017. All costs of providing notice, as well as other Administrative Costs, shall be paid from the Account, and no Defendant shall have any further responsibility for such costs. The

Settlement Administrator shall provide notice of the proposed Settlement in accordance with the Scheduling Order.

7.2 Class Counsel and/or the Settlement Administrator shall file with the Court an appropriate declaration or affidavit with respect to the preparation and mailing of the Notice. Such declaration or affidavit shall be filed in accordance with the Scheduling Order.

8. CONDITIONS OF SETTLEMENT

8.1 This Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to achieve:

a. the Court enters the Scheduling Order in all material respects in the form attached hereto as Exhibit 1;

b. the Court enters the Judgment in all material respects in the form attached hereto as Exhibit 4;

c. the contributions to the Settlement Fund as required by ¶ 3.2 of this Stipulation have been made;

d. the Action shall be dismissed with prejudice;

e. the Effective Date shall have occurred; and

f. the Parties have complied with their obligations set forth herein.

9. ATTORNEYS' FEES AND EXPENSES

9.1 Class Counsel intends to petition the Court for an award of attorneys' fees and expenses incurred in connection with the Action in an amount not to exceed \$300,000 (the "Fee Application"). Defendants agree not to oppose the Fee Application. The Parties acknowledge and agree that any Fee and Expense Award shall be paid from the Settlement Fund. The Fee Application shall be the only petition for attorneys' fees and expenses filed by or on behalf of Plaintiff and Class Counsel. In the event that the Court awards any attorneys' fees or reimbursement of expenses to counsel for any Class Member other than Class Counsel in connection with the Settlement, such fees and/or expenses shall be paid out of the Settlement Amount and no Defendant shall have any further responsibility therefor.

9.2 Plaintiff reserves the right to petition the Court for a service award to be paid to Plaintiff in compensation for Plaintiff's time and effort in connection with this Action during its pendency ("Service Award"). Any Service Award for Plaintiff ordered by the Court shall be paid exclusively out of any Fee and Expense Award and no Defendant shall have any further responsibility therefor.

9.3 Any fees and expenses awarded by the Court to Class Counsel shall be payable to Class Counsel from the Account following final approval of the Settlement by the Court, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. As soon as practicable after entry of an Order by the Court

awarding attorneys' fees and expenses, and prior to disbursement of the Net Settlement Fund, the Settlement Administrator shall disburse from the Settlement Fund to Class Counsel an amount equal to the Fee and Expense Award. Similarly, should the Court approve a Service Award, the Settlement Administrator shall disburse from the Account to Plaintiff an amount equal to the Service Award after the Effective Date and prior to disbursement of the Net Settlement Fund.

9.4 In the event that (i) this Stipulation is terminated pursuant to its terms or (ii) the Fee and Expense Award or the Service Award is disapproved, reduced, reversed or otherwise modified, as a result of any further proceedings including any successful collateral attack, then Class Counsel and/or Plaintiff shall, within five (5) business days after Class Counsel receives notice of any such termination of the Stipulation, or disapproval, reduction, reversal or other modification of the Fee and Expense Award or Service Award, return to the Account, as applicable, either (i) the entirety of the Fee and Expense Award or Service Award, or (ii) the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award or the amount awarded by the Court in the Service Award on the one hand, and any attorneys' fees and expenses, or service award, ultimately and finally awarded on appeal, further proceedings on remand or otherwise, on the other hand.

9.5 The disposition of the Fee Application or any Service Award shall not be a precondition to the effectiveness of this Stipulation or the dismissal of the Action in accordance with this Stipulation, and the Fee Application and any application for a Service Award may be considered separately from the Stipulation. Any disapproval or modification of the Fee Application or Service Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, provide any of the Parties or any Class Member with the right to terminate or withdraw from the Settlement, or affect or delay the binding effect or finality of the Judgment and the release of the Released Claims. Final resolution of the Fee Application or the application for a Service Award shall not be a condition to the dismissal, with prejudice, of the Action or effectiveness of the releases of the Released Claims. Notwithstanding any other provision of this Stipulation, no fees or expenses shall be paid to Class Counsel in the absence of the occurrence of Court approval of the Fee Application.

9.6 Class 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. The Released Defendant Parties shall have no input into or responsibility or liability regarding the fairness, reasonableness, or adequacy of the Fee and Expense Award or any Service Award, or for the allocation by Class Counsel of any Fee and Expense Award.

10. STAY PENDING COURT APPROVAL

10.1 Class Plaintiff and Defendants agree to stay the proceedings in the Action (including discovery) and to not initiate any other proceedings against one another other than those incident to the Settlement itself pending the occurrence of the Effective Date. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any Class Member in, any other proceedings against any of the Released Defendant Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Plaintiff Claim.

11. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

11.1 The Parties shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so to the other Party(ies) 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, or modifying, the Judgment in any material respect; (c) modification or reversal of the Judgment in any material respect on or following appellate review, remand, collateral attack or other proceedings; or (d) failure to satisfy any of the other conditions contained herein (other than the occurrence of the Effective Date). Neither a modification nor a reversal on appeal of the amount of fees, costs, or expenses awarded by the Court to Class Counsel from the Settlement Amount shall

be deemed a material modification of the validity or finality of the Settlement or this Stipulation.

11.2 If (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 Fund shall be refunded (less any Administrative Costs that have reasonably been incurred) by the Escrow Agent to Defendants or Defendants' insurer within ten (10) business days after such cancellation or termination, and (ii) Plaintiff and Defendants shall be deemed to have reverted to their respective litigation status immediately prior to January 13, 2022; they shall negotiate a new trial schedule in good faith and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice, and neither the Stipulation, the Exhibits hereto, nor the settlement negotiations shall be used or referred to in any action or proceeding for any purpose (other than to enforce the terms remaining in effect).

11.3 If: (a) the Effective Date does not occur; or (b) the Settlement does not become Final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in the Action or in any future or other proceedings.

12. MISCELLANEOUS PROVISIONS

12.1 The Parties: (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

12.2 Neither Defendants nor any Released Defendant Party shall have any responsibility or liability for the acts or omissions of Class Counsel or any of their agents, as described herein.

12.3 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

12.4 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

12.6 The Parties represent and agree that the terms of the Settlement reached between them were negotiated at arm's-length and in good faith and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery, after consultation with experienced legal counsel and with the assistance of an experienced mediator. The Parties reserve their right to rebut, in a

manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis.

12.7 The Parties covenant and agree that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission or concession by Plaintiff or Defendants or their counsel, any Class Member, or any Released Defendant Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by Plaintiff, Defendants, any Class Member or any Released Defendant Parties, or any damages or injury to Plaintiff, Defendants, any Class Member or any Released Defendant Parties. Nothing in this Stipulation constitutes an admission of any factual allegations, litigation misconduct or wrongdoing by any party. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation of the Settlement: (a) is or may be deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released Plaintiff Claim or of any wrongdoing or liability of the Released Defendant Parties; (b) is or may be deemed to be, or may

be used as, a presumption, concession, or admission of, or evidence of, any fault or omission of any of the Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (c) is or may be deemed to be an admission or evidence that any claims asserted by Plaintiff or his counsel were not valid in any civil, criminal, or administrative proceeding. The Released Defendant Parties may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.8 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 an award of attorneys' fees and expenses to Class Counsel and enforcing the terms of this Stipulation.

12.9 Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

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

12.11 The waiver by any Party of any breach of this Stipulation by another Party shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

12.12 This Stipulation and the Exhibits constitute the entire agreement between the Parties and supersede any prior agreements among the Parties 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. It is understood by the Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Stipulation is entered may turn out to be other than or different from the facts now known to each party or believed by such party to be true; each party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Stipulation shall be in all respects effective and not subject to termination by reason of any such different facts or law.

12.13 This Stipulation may be executed in one or more counterparts, including by facsimile, electronic mail or as an original signature by any of the signatories hereto, and as so executed shall constitute one agreement.

12.14 The Parties and their respective counsel of record agree that they will use reasonable best efforts to obtain all necessary approvals of the Court required by

this Stipulation (including, but not limited to, using their reasonable best efforts to resolve any objections raised to the Settlement and to obtain the dismissal of the Action with prejudice and without costs except as provided herein), and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

12.15 Plaintiff and Class Counsel represent and warrant: (a) that Plaintiff is a member of the Class; and (b) that none of Plaintiff's claims or causes of action referred to in the Action or in this Stipulation have been assigned, encumbered, or in any manner transferred in whole or in part.

12.16 This Stipulation shall be binding upon and shall inure to the benefit of Defendants, the Released Defendant Parties, Plaintiff, and 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 party may merge, consolidate or reorganize.

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

12.18 This Stipulation shall not be construed more strictly against one Party than another by virtue of the fact that it, or any part 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 Settlement.

12.19 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 conflicts of law principles. Any action or proceeding to enforce any of the terms of the Stipulation or Settlement, or any other action or proceeding arising out of or relating in any way to this Stipulation, the Settlement, or the Judgment, shall: (i) be brought, heard and determined exclusively in the Court, which shall retain jurisdiction over the Parties and all such disputes (provided that, in the event that subject matter jurisdiction is unavailable in the Court, then any such action or proceeding shall be brought, heard and determined exclusively in any other state or federal court sitting in Wilmington, Delaware); and (ii) not be litigated or otherwise pursued in any forum or venue other than the Court (or, if subject matter jurisdiction is unavailable in the Court, then in any forum or venue other than any other state or federal court sitting in Wilmington, Delaware). Each Party hereto: (1) consents to personal jurisdiction in any such action (but in no other action) brought in this Court; (2) consents to service of process by registered mail upon such party and/or such party's agent; (3) waives any objection to venue

in this Court and any claim that Delaware or this Court is an inconvenient forum; and (4) expressly waives any right to demand a jury trial as to any dispute described in this paragraph.

DATED: September 7, 2022

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DATED: September 1, 2022

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September 1, 2022

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Attorneys for Defendant Gill Champion



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RICHARD NORWOOD, individually)
and on behalf of all others similarly)
situated,)
) C.A. No.: 2018-0056-KSJM
Plaintiff,)
) CLASS ACTION
v.)
)
STAN LEE, and GILL CHAMPION,)
)
Defendants.)
_____)

[PROPOSED] SCHEDULING ORDER

The Parties to the above-captioned stockholder class action (the “Action”) having applied pursuant to Delaware Court of Chancery Rule 23(e) for an order approving the proposed settlement of the Action in accordance with the Stipulation and Agreement of Settlement, entered into by the Parties on September 7, 2022 (the “Stipulation”), and for dismissal of the Action on the merits with prejudice upon the terms and conditions set forth in the Stipulation (“Settlement”); the Stipulation contemplating certification by this Court of a class of stockholders of POW! Entertainment, Inc. (“POW”) in the Action; the Court having read and considered the Stipulation and Exhibits; and all Parties having consented to the entry of this Order;

NOW, THEREFORE, this ___ day of _____, 2022, 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 Order.

2. For purposes of settlement only, and pending the Settlement Hearing (defined below), a non-opt out class is conditionally certified pursuant to Delaware Court of Chancery Rules 23(a)(1), (b)(1) and (b)(3), consisting of:

Any and all record holders and beneficial holders of POW common stock who held or owned such stock on October 23, 2017, the date of the closing of the Merger, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them. Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and, legal representatives, heirs, successors-in-interest, transferees and assigns of any such excluded person or entity. Also excluded from the Class is any Person who exercised their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware and their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them.

3. The Court preliminarily certifies Class Plaintiff Richard Norwood as representative of the Class.

4. The law firms of Faruqi & Faruqi, LLP and Cooch and Taylor, P.A. are preliminarily certified as Class Counsel.

5. The Settlement Hearing to review the Settlement shall be held on _____, 202__, at __:__.m., in the Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801 to:

- a. determine whether the proposed Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class;
- b. determine whether to certify the Class pursuant to Delaware Court of Chancery Rules 23(a)(1), 23(b)(1) and 23(b)(3) for settlement purposes only;
- c. determine whether Plaintiff and Class Counsel have adequately represented the Class;
- d. determine whether the Released Plaintiff Claims against the Released Defendant Parties should be dismissed with prejudice;
- e. determine whether a Final Order and Judgment (the “Judgment”) should be entered;
- f. determine whether and in what amount any Fee and Expense Award should be paid to Class Counsel out of the Settlement Amount and whether and in what amount any Service Award should be paid to Class Plaintiff;

- g. hear and determine any objections to the Settlement or the application of Class Counsel for an award of attorneys' fees and expenses and for an award to Class Plaintiff; and
- h. consider any other matters that may properly be brought before the Court in connection with the Stipulation.

6. The Court may adjourn and reconvene the Settlement Hearing, including the consideration of the Fee Application, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Action.

7. The Court may approve the Settlement, according to the terms and conditions of the Stipulation, with such modifications as may be consented to by the Parties or as otherwise permitted pursuant to the Stipulation, with or without further notice to the Class. Further, the Court may render its Order and Final Judgment, and order the payment of the Fee and Expense Award, all without further notice to the Class.

8. The Court approves the appointment of Huntington National Bank as the Escrow Agent to manage and administer the Settlement Fund for the benefit of the Class.

9. The Court appoints Analytics Consulting LLC (the “Settlement Administrator”) to administer the notice procedure under the supervision of Class Counsel, as more fully set forth below.

10. As soon as practicable after entry of this Order, and in no event fewer than sixty (60) days prior to the Settlement Hearing (the “Notice Date”), the Settlement Administrator shall cause a copy of the Notice, substantially in the form attached as Exhibit 2 to the Stipulation, to be mailed by first-class mail to all former stockholders of record of POW who are members of the Class at his, her, their or its last known address appearing in records maintained by or on behalf of POW, its successors-in-interest or their respective transfer agents. The Settlement Administrator shall ask record owners who were not also the beneficial owners of the common stock of POW to forward the Notice to the beneficial owners of those shares. The Settlement 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 holders.

11. No later than ten (10) business days after the Notice Date (the “Publication Notice Date”), the Settlement Administrator shall cause the Summary

Notice, substantially in the form attached to the Stipulation as Exhibit 3, to be published once in *Investor's Business Daily* and to be transmitted once over *PR Newswire*.

12. No later than the Notice Date, the Notice, Stipulation and Court Orders concerning the Settlement shall be posted on a website identified in the Notice to be created by the Settlement Administrator.

13. All reasonable costs and expenses incurred in providing such notice to the Class as provided for in paragraphs 10-12 shall be paid as provided in the Stipulation.

14. The form and method of notice specified herein is the best notice practicable and shall constitute due and sufficient notice of the Settlement Hearing to all persons entitled to receive such a notice, and fully satisfies the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law. Class Counsel and/or the Settlement Administrator shall, no less than five (5) calendar days before the Settlement Hearing directed herein, file with the Court of Chancery an appropriate affidavit or declaration with respect to the preparation and mailing of the Notice to the Settlement Class and the publication of the Summary Notice pursuant to paragraphs 10 and 11 herein.

15. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed

and suspended until further order of this Court. Pending the Court's determination as to final approval of the Settlement, Class Plaintiff, Class Counsel, and all members of the Class, or any of them, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any other action to the extent it asserts any Released Plaintiff Claim against any of the Released Defendant Parties.

16. Class Counsel shall file their brief in support of the Settlement and their application for attorneys' fees and expenses and for an award to Class Plaintiff, and any supporting documents thirty (30) days before the Settlement Hearing.

17. Any Class Member who objects to the Settlement or Class Counsel's application for attorneys' fees and expenses and for an award to Class Plaintiff, must, no later than fifteen (15) days prior to the Settlement Hearing, file with the Court of Chancery and serve upon the counsel listed below a statement that: (a) identifies the case known as *Norwood v. Lee, et al.*, C.A. No. 2018-0056-KSJM; (b) includes the Class Member's name, address, telephone number, and the number of shares owned as of October 23, 2017; (c) includes the basis for the objection; and (d) is signed by the Class Member.

18. A Class Member may also, but need not, appear in person or by his, her, their or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant. Any Class Member who wishes to appear at the

Settlement Hearing, however, must, no later than fifteen (15) days prior to the Settlement Hearing, file with the Court of Chancery and serve upon the counsel listed below a statement containing the information identified in paragraph 17 hereof, and: (a) a written notice of intention to appear; (b) the reasons that the Class Member desires to appear and be heard; and (c) all documents or writings the Class Member desires the Court to consider.

19. All documents identified in the two prior paragraphs that are required to be filed with the Court and served on counsel shall be filed by such person with the Register in Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801 and on or before such filing, shall be served by hand delivery, email, or overnight mail on the following counsel of record:

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Telephone: (302) 984-6000

Attorneys for Defendant Gill Champion

20. Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections or other stockholder correspondence related to the Settlement and/or the Settlement Hearing that might come into their possession unless it appears that such correspondence has already been received by other counsel.

21. Any Class Member who fails to object in the manner described in paragraph 17 above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in the Action or any other proceeding, or otherwise contesting the Settlement, or Class Counsel's application for attorneys' fees and for an award to Class Plaintiff, and shall be bound by the Judgment to be entered and the releases to be given.

22. Any reply in support of the Settlement in response to any objections, if any, must be filed five (5) days prior to the Settlement Hearing.

23. If the Court approves the Settlement following the Settlement Hearing, a Judgment will be entered as described in the Stipulation.

24. If the Court fails to enter the Judgment or fails to dismiss with prejudice the Released Plaintiff Claims as to all members of the Class, and unless counsel for each of the Parties, within ten (10) business days from such decision, agrees in writing to present to the Court for approval a modification to the Stipulation to which all Parties in their sole judgment and discretion may agree:

- a. the Stipulation (including Exhibits thereto) and the Term Sheet shall be null and void and of no force and effect, except for Section 11 of the Stipulation, governing termination of settlement and the effect of termination;
- b. the Settlement Fund shall be refunded (less any Administrative Costs that have reasonably been incurred) by the Escrow Agent to Defendants or Defendants' insurer within ten (10) business days after such cancellation or termination;
- c. the Parties shall be deemed to have excused performance of any obligation owed to or by any Party pursuant to any orders that may

have been entered by the Court in connection with the Stipulation (including Exhibits thereto) or the Term Sheet; and

- d. the Parties shall be deemed to be in the position they were in prior to the mediation held on January 13, 2022, and the statements made in connection with the mediation and negotiation of the Term Sheet, Stipulation, the Exhibits to the Stipulation and the Settlement shall not be deemed to prejudice in any way the positions of the Parties with respect to the claims asserted in the Action, or to constitute an admission of wrongdoing by any Party, and shall not be used nor entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, except for Notice and Administrative Costs or expenses paid, incurred, or due and owing consistent with the Stipulation.

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class Members.

26. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Chancellor Kathaleen St. Jude McCormick



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RICHARD NORWOOD, individually and on)
behalf of all others similarly situated,)
)
Plaintiff,) C.A. No.: 2018-0056-KSJM
)
v.) CLASS ACTION
)
STAN LEE, and GILL CHAMPION,)
)
Defendants.)

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

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE RELEASED PLAINTIFF CLAIMS (AS DEFINED BELOW).

**If You Were a Stockholder of POW! Entertainment, Inc.
On October 23, 2017**

You May Be Entitled to Money Benefits as Part of a Class Action Settlement

If you are a nominee who held POW! Entertainment, Inc. common stock for the benefit of another, please read the section below entitled "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS." Members of the Class are referred to in this Notice as "Class Members."

- The settlement will provide a gross amount of \$950,000 to compensate investors who held common stock of POW! Entertainment, Inc. ("POW" or the "Company") when POW was acquired by First Creative International Limited ("First Creative") and Camsing Entertainment International, Inc. ("Merger Sub" and collectively with First Creative, "Camsing") in a merger that closed on October 23, 2017 (the "Merger").
- The settlement resolves a lawsuit over whether the former Board of Directors (the "Board") and controlling shareholders of POW allegedly breached their fiduciary duties to stockholders in connection with the Merger by engaging in an unfair process and agreeing to a transaction at an unfair price; it avoids costs and risks to you from continuing the lawsuit; pays money to stockholders like you; and prevents you from ever filing another lawsuit about the Merger.
- The two sides disagree on how much money could have been won if investors won at trial,

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and if investors could have won at trial.

- **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. This Notice also explains how Class Members will be affected by the settlement. PLEASE READ THE NOTICE CAREFULLY AND IN ITS ENTIRETY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
NO ACTION IS NECESSARY IN ORDER FOR ELIGIBLE CLASS MEMBERS TO RECEIVE A PAYMENT	If you held shares of POW common stock that were exchanged for cash in the Merger, you are eligible to receive a <i>pro rata</i> payment from the Net Settlement Fund. Eligible Class Members <u>do not</u> need to submit a claim form or take any other action in order to receive a payment from the Net Settlement Fund. Your distribution from the Settlement will be paid to you directly.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after objections and appeals, if any, are resolved. Please be patient.

1. Why did I get this notice?

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family or an investment account for which you serve as a custodian may have been a POW stockholder on October 23, 2017.

You got this notice because you have a right to know about the proposed Settlement of this lawsuit, and about all of your options, before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Court of Chancery for the State of Delaware (the “Court”), and the case is called *Norwood v. Lee, et al.*, C.A. No. 2018-0056-KSJM. The Judge presiding over this case is Chancellor Kathaleen St. Jude McCormick. The person who sued is called the Plaintiff, and the people they sued, Joan Celia Lee as the Lee Family Trustee and Gill Champion, are called the Defendants.

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If the Court approves the Settlement and the Settlement becomes effective, (a) the Action will be dismissed with prejudice, (b) all members of the Class will be deemed to have released the Released Plaintiff Claims (defined below), and (c) the settlement administrator (“Settlement Administrator”) approved by the Court will make payments pursuant to the Settlement.¹

2. What is this lawsuit about?

The following summary does not constitute findings of the Court. The Court has made no findings about 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.

This Action generally alleges that Defendants Stan Lee (“Lee”)² and Gill Champion (“Champion”), in their capacities as the alleged controlling stockholders of POW and the sole members of POW’s Board of Directors (the “Board”), breached their fiduciary duties to POW stockholders by engaging in a flawed sale process, designed to extract lucrative benefits for both Lee, Champion, and Camsing, including post-close employment, post-close equity stakes, and the transfer of Merger-related costs, to the detriment of POW stockholders. Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, and damage.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Richard Norwood), sue on behalf of people who have similar claims. All these people are a Class or Class Members.

4. Why is there a settlement?

Class Plaintiff and Class Counsel believe that all of the claims asserted against the Defendants have legal merit, and that their diligent prosecution of the claims asserted in the Action has led to a Settlement that provides an outstanding recovery for the Class.

Although Class Plaintiff and Class Counsel think they could have won at trial, the Defendants think the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated September 7, 2022 (the “Stipulation”), which is available on the settlement website at www.POWEntertainmentMergerSettlement.com.

² Following the death of Stan Lee, Joan Celia Lee as the Lee Family Trustee was substituted as a defendant in place of Stan Lee and the Estate of Stan Lee.

sides agreed to a settlement. That way, the parties avoid the cost of a trial, and the stockholders will get money. The Class Plaintiff and his attorneys think the settlement is best for all Class Members.

Class Plaintiff, based on his direct oversight of the prosecution of this matter, along with the input of Class Counsel, has agreed to settle the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering: (i) the substantial benefits that Class Plaintiff and the other members of the Class will receive from the resolution of the Action; (ii) the attendant risks of going to trial, including the risk of failing to prove liability and/or damages greater than the settlement amount; (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation; and (iv) the view that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the Class Members.

Class Plaintiff, through Class Counsel, has conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Action. Class Counsel have analyzed the evidence obtained during their investigation, and the discovery obtained in the Action, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto.

In negotiating and evaluating the terms of the Settlement, Class Plaintiff and Class Counsel considered the significant legal and factual defenses to the Class Plaintiff's claims and the expense, length, and risk of pursuing their claims through trial and appeals. While Class Plaintiff believes that the Merger was the product of breaches of fiduciary duty by the Board and that the overall consideration paid to POW stockholders was inadequate, Defendants have vigorously argued that they acted appropriately and are not subject to liability or damages. In light of the risks of continued litigation, the amount of the Settlement and the immediacy of recovery to the Class, Class Plaintiff and Class Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Class Plaintiff and Class Counsel believe that the Settlement provides an extraordinary benefit to the Class, namely \$950,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after trial and appeals, possibly years in the future.

The Court has not finally determined the merits of the claims made by the Class Plaintiff against the Defendants and has not finally determined the merits of any defenses put forth by the Defendants. This Notice does not imply that there has been or would be any violation of the law or that relief in any form or recovery in any amount could be had if the Action was not settled.

5. How do I know if I am part of the settlement?

If you are a member of the Class, you are subject to the Settlement. The Class Certified by the Court, for settlement purposes only, consists of:

Any and all record holders and beneficial holders of POW common stock who held or owned such stock on October 23, 2017, the date of the closing of the Merger, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors,

administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them. Excluded from the Class are any Defendant, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and legal representatives, heirs, successors in interest, transferees and assigns of any such excluded person or entity. Also excluded from the Class is any Person who exercised their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware and their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them.

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

6. What does the settlement provide?

In consideration for the full and final settlement and dismissal with prejudice of the Action, and the release by the Class Members of any and all Released Plaintiff Claims, the Defendants have agreed to create a \$950,000 Settlement Fund to be paid in cash into an interest-bearing escrow account for the benefit of the Class to be divided, after payment of fees and expenses, among all Class Members who owned shares of POW common stock that were exchanged for cash in the Merger.

7. How much will my payment be?

At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

The costs to administer the claims and to pay the attorneys and litigation expenses will be deducted from the Settlement Fund first and then the rest of the Net Settlement Fund will be distributed to Class Members. The details of the allocation are as follows:

THE PROPOSED PLAN OF ALLOCATION

I. Definitions

- A. Settlement Amount: “Settlement Amount” means Nine Hundred Fifty Thousand Dollars (\$950,000) in cash to be paid into an interest-bearing escrow account pursuant to the terms of the Stipulation.
- B. Settlement Fund: “Settlement Fund” means the Settlement Amount plus any accrued interest or income earned thereon.

- C. Net Settlement Fund: “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees, expenses, and any award to Class Plaintiff, provided for in the Stipulation or approved by the Court, and less Notice and Administrative Costs, Taxes and Tax Expenses, and other Court-approved deductions.
- D. Eligible Shares: “Eligible Shares” means shares of POW! Entertainment, Inc. common stock held as of October 23, 2017 (the closing date of the Merger).
- II. Allocation Formula: The “*Pro Rata* Payment Amount” for each Class Member will be determined by dividing the Class Member’s total number of Eligible Shares by the total of all Eligible Shares of all Class Members, and multiplying that fraction by the total amount of the Net Settlement Fund available for distribution.

The Plan of Allocation set forth herein is the plan that is being proposed by Class Plaintiff and Class Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may modify the plan without further notice to the Class. Any orders regarding a modification of the Plan of Allocation will be posted to the settlement website, www.POWEntertainmentMergerSettlement.com.

8. How can I get a payment?

If you are eligible to receive a Settlement payment, you do not have to submit a claim form or take any other action in order to receive your payment. Your distribution from the Settlement will be paid to you directly.

9. When would I get my payment?

The Court will hold a hearing on _____, 2022, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

10. What am I giving up in connection with the Settlement?

If the Settlement is approved, the Court will enter an order and final judgment (the “Judgment”). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and you can no longer sue any of the Released Defendant Parties for any claims made in the Action. Giving up these claims is called a release. As a result of the Settlement, the following releases will occur:

Release of Claims by Plaintiff and Class Members: Upon the Effective Date, Plaintiff, and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest,

and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall fully, completely, finally, and forever release, relinquish, settle and discharge, and by operation of the Judgment, shall fully, completely, finally, and forever release, relinquish, settle and discharge, the Released Defendant Parties from and with respect to every one of the Released Plaintiff Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any of the Released Plaintiff Claims against any of the Released Defendant Parties.

“Released Plaintiff Claims” means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, liabilities, obligations, duties, rights, costs, expenses, attorneys’ fees, and/or causes of action of any kind or character, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, which Plaintiff or any Class Member, ever had, now has, or may have against any of the Released Defendant Parties, whether class, representative, or individual in nature, whether based on state, local, foreign, federal (including, but not limited to, any state or federal securities laws), statutory, regulatory, common or other law or rule, which are based upon, arise out of, involve, directly or indirectly, or relate in any way to any of the facts, allegations, conduct, actions, inaction, breaches of fiduciary duty or other obligations, statements, misrepresentations, omissions, transactions, events or occurrences that were, could have been, or in the future could be alleged, asserted, or claimed in the Action, or relate to the subject matter thereof, in any court (whether state or federal), tribunal, forum, or proceeding; *provided, however*, that the Released Plaintiff Claims shall not include the right to enforce the Settlement or this Stipulation. “Released Plaintiff Claims” specifically includes, without limitation, all Unknown Claims (defined below).

“Released Defendant Parties” means Defendants, POW, and each and every one of their past and/or present family members, heirs, principals, trustees, executors, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, agents, investment bankers, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers, and attorneys (including Defendants’ counsel), whether or not served with process and whether or not such Person appeared or was named as a defendant in the Action.

Release of Claims by Defendants: Upon the Effective Date, Defendants, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall fully, completely, finally, and forever release, relinquish, settle and discharge, and by operation of the Judgment, shall fully, completely, finally, and forever release, relinquish, settle and discharge, the Released Plaintiff Parties from and with respect to every one of the Released Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any of the Released Defendant Claims against any of the Released Plaintiff Parties.

“Released Defendant Claims” means any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Released Plaintiff Parties (i)

arising out of and/or relating in any way to the prosecution of, participation in, and/or settlement of the Action, or (ii) that otherwise in any way relate to the subject matter of the Action; *provided, however*, that the Released Defendant Claims shall not include the right to enforce the Settlement or this Stipulation. “Released Defendant Claims” specifically includes, without limitation, all Unknown Claims (defined below).

“Released Plaintiff Parties” means Plaintiff, all other Class Members, and their respective trustees, officers, directors, employees, agents, advisors, experts and attorneys (including Class Counsel).

“Unknown Claims” means any and all Released Plaintiff Claims which Plaintiff or any other Class Member does not know or suspect exists in his, her, its or their favor at the time of the release of the Released Plaintiff Claims against the Released Defendant Parties, including without limitation those which, if known, might have affected his, her, its or their decision(s) with respect to the Settlement, and any and all Released Defendant Claims which Defendants or any other Released Defendant Party does not know or suspect to exist in his, her, its or their favor at the time of the release of the Released Defendant Claims against the Released Plaintiff Parties, which if known might have affected his, her, its or their decision(s) with respect to the Settlement. With respect to any and all the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, Plaintiff and Defendants expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil 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 and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, and without regard to the subsequent discovery or existence of different or additional facts. Plaintiff and Defendants also acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of the Released Plaintiff Claims and the Released Defendant Claims was separately bargained for and is a key element of the Settlement.

The Court appointed the law firms of Faruqi & Faruqi, LLP and Cooch and Taylor, P.A., to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$300,000 to them for attorneys' fees and expenses incurred in this Action. Plaintiff will also request a service award for the Class Plaintiff for the work he performed on behalf of all stockholders, which would be paid out of the award of attorneys' fees. Class Counsel have been working on this case since 2018, without any payment at all. Class Counsel's efforts include, among other things, researching and reviewing SEC filings and other public information concerning the Merger, drafting pleadings and discovery documents, reviewing thousands of pages of documents produced by Defendants, researching applicable law with respect to the claims asserted in the Action and the potential defenses thereto, drafting a confidential mediation statement and participating in a mediation session with Robert A. Meyer, Esq. of JAMS. The fees would pay Class Counsel for investigating the facts, litigating the Action, and negotiating the Settlement, and the expenses are to reimburse Class Counsel for out-of-pocket expenses incurred in litigating the Action. The Court may award less than these amounts. The amount of the fees and expenses will be deducted from the Settlement Fund. Defendants have agreed not to oppose these fees and expenses. The costs to administer the Settlement will also be deducted from the Settlement Fund.

13. How do I tell the Court that I do not like the settlement?

You can object to the Settlement if you do not like any part of it, including the request by Class Counsel for fees and reimbursement of expenses as described above or the approval of a service award to Class Plaintiff. You can give reasons why you think the Court should not approve the Settlement or the request for fees/expenses or the award. The Court will consider your views.

To object, you must file with the Court, no later than _____, 2022, a written statement saying that you object to the Settlement. Be sure to (a) identify the case known as *Norwood v. Lee, et al.*, C.A. No. 2018-0056-KSJM; (b) include your name, address, telephone number, and, if represented by an attorney, the name, address and telephone number of your attorney; (c) provide proof of membership in the Class; (d) describe the reasons you object to the Settlement; and (e) affix your signature. To file with the Court, you must either have an electronic filing account with the Court, or you can mail or hand deliver your papers to the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware, 19801. Also, by _____, 2022, you must serve by hand delivery, email or overnight mail the objection to the attorneys listed below.

As discussed in section 15 below, any Class Member who objects to the Settlement, the Judgment, any application for a Fee and Expense Award or the Service Award, or who otherwise wishes to be heard, may appear in person or by his, her, their, or its attorney at the Settlement Hearing and

present evidence or argument that may be proper or relevant. If you choose to attend the Settlement Hearing, you must also file with the Court, no later than _____, 2022, (a) a written notice of intention to appear; (b) the reasons that you desire to appear and be heard; and (c) all documents or writings you desire the Court to consider. Any such filings with the Court must also be served by _____, 2022, upon each of the following counsel (by hand delivery, email, or overnight mail):

FARUQI & FARUQI, LLP

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Nina M. Varindani
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(302) 984-6000

Attorneys for Defendant Gill Champion

**CHIPMAN BROWN CICERO & COLE,
LLP**

Joseph B. Cicero (No. 4388)
Gregory E. Stuhlman (No. 4765)
Hercules Plaza
1313 N. Market Street
Suite 5400
Wilmington, Delaware 19801
(302) 295-0191

*Attorneys for Defendant Joan Celia Lee as
the Lee Family Trustee*

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Hearing at ____:____.m. on _____, 2022, at the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay to Class

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Counsel, whether to approve an award to the Class Plaintiff and whether to approve the allocation of the Settlement Fund. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time and in accordance with the instructions in section 13 herein, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

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 and shall be forever foreclosed from making any objection to the proposed Settlement, Class Counsel's request for an award of attorneys' fees and reimbursement of expenses, or Plaintiff's request for a service award. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

16. Are there more details about the Settlement?

This Notice summarizes the Settlement. More details are in the Stipulation. 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 each business day at the Office of the Register in Chancery in the Court of Chancery in 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 at www.POWEntertainmentMergerSettlement.com. All questions about this Notice should be directed to the Settlement Administrator by visiting the website at www.POWEntertainmentMergerSettlement.com, or by emailing info@POWEntertainmentMergerSettlement.com, or calling 1-833-577-2697.

17. How do I get more information?

You can call the Settlement Administrator at 1-833-577-2697 toll free; write to POW! Entertainment Merger Settlement, P.O. Box 2005, Chanhassen, MN 55317-2005; email the Settlement Administrator at info@POWEntertainmentMergerSettlement.com; contact Nina M. Varindani of Faruqi & Faruqi, LLP (one of counsel for Plaintiff) at 212-983-9330 or nvarindani@faruqilaw.com, or visit the website at www.POWEntertainmentMergerSettlement.com, where you will find answers to common questions about the Settlement plus other information to help you determine whether

QUESTIONS? CALL 1-833-577-2697 TOLL FREE, OR VISIT www.POWEntertainmentMergerSettlement.com

you are a Class Member and whether you are eligible to get money from the Settlement. PLEASE DO NOT CALL OR WRITE THE COURT.

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

If you held POW common stock on October 23, 2017 for the beneficial interest of a person or entity other than yourself, you must either (a) within ten (10) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of the Notices, forward them to all such beneficial owners; or (b) within ten (10) calendar days of receipt of this Notice, provide a list of the names and addresses of all beneficial owners to POW! Entertainment Merger Settlement, c/o Analytics Consulting, LLC, P.O. Box 2005, Chanhassen, MN 55317-2005. If you choose the second option, the Settlement Administrator will send copies 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 Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the settlement website maintained by the Settlement Administrator, www.POWEntertainmentMergerSettlement.com, or by calling the Settlement Administrator toll-free at 1-833-577-2697.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RICHARD NORWOOD, individually and on)
behalf of all others similarly situated,)
)
Plaintiff,) C.A. No.: 2018-0056-KSJM
)
v.) CLASS ACTION
)
STAN LEE, and GILL CHAMPION,)
)
Defendants.)

SUMMARY NOTICE

**IF YOU WERE A RECORD HOLDER OR BENEFICIAL OWNER OF
POW! ENTERTAINMENT, INC. WHO HELD OR OWNED SHARES ON
OCTOBER 23, 2017, YOU COULD GET A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

A court authorized this notice. This is only a summary. More information is available at www.POWEntertainmentMergerSettlement.com or by calling 1-833-577-2697.

A settlement has been proposed in a class action lawsuit regarding the agreement and plan of merger (“Merger Agreement”) entered into by POW! Entertainment, Inc. (“POW”), First Creative International Limited (“First Creative”) and Camsing Entertainment International, Inc. (“Merger Sub” and collectively with First Creative, “Camsing”), pursuant to which Camsing acquired all outstanding shares of POW (the “Merger”). The settlement provides for a payment of \$950,000 (the “Settlement Amount”) into a settlement account for distribution, after deducting any attorneys’ fees awarded by the Court and notice and other Administrative Costs, to eligible members of the Class on a *pro rata* basis.¹ If you held Eligible Shares you may qualify for a cash payment. “Eligible Shares” means shares of POW common stock held or owned as of October 23, 2017 (the Merger’s closing date). You can also comment on the settlement.

Who is in the Class?

You are a Class Member if you held or owned POW common stock on October 23, 2017. Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and legal representatives, heirs, successors in interest, transferees and assigns of any such excluded person or entity, are not Class Members. Also excluded from the Class is any Person who exercised their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware and their respective successors-in-interest, successors,

¹ All capitalized terms used in this Summary Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated September 7, 2022.

predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them, are not Class Members.

What is this About?

The Court in charge of the case is the Court of Chancery of the State of Delaware (the “Court”), and the case is called *Norwood v. Lee, et al.*, C.A. No. 2018-0056-KSJM. The lawsuit generally alleges that Defendants Stan Lee (“Lee”) and Gill Champion (“Champion”), in their capacities as the alleged controlling stockholders of POW and the sole members of POW’s Board of Directors (the “Board” or the “Defendants”), breached their fiduciary duties to POW stockholders by engaging in a flawed sale process, designed to extract benefits for both Defendants and Camsing, including post-close employment, post-close equity stakes, and the transfer of Merger-related costs, to the detriment of POW stockholders. Defendants vigorously deny each of these allegations and all liability and damages.

What does the Settlement Provide?

In consideration for the full and final Settlement, and the release by the Class Members of any and all Released Plaintiff Claims, Defendants have agreed to pay the total sum of \$950,000 into a settlement account for distribution, after deducting any attorneys’ fees awarded by the Court and notice and other Administrative Costs, to eligible members of the Class on a *pro rata* per share basis.

How do I ask for a Payment?

If you are eligible to receive a payment from the Settlement, you do not have to submit a claim form or take any other action in order to receive your payment. Your distribution from the Settlement will be paid to you directly. To get a detailed Notice, visit the website or call the number listed below.

What are my Other Options?

You can comment on or object to the Settlement if you choose or you may hire your own lawyer, at your own cost, to comment on the Settlement for you. If the Settlement is approved, you will not be able to sue the Defendants regarding the Released Plaintiff Claims ever again.

You are not required to hire your own attorney. The Court appointed lawyers to represent you. These lawyers will seek approval for payment of fees and expenses from the Settlement Fund. You will not be responsible for paying these lawyers.

The Court will hold a Settlement Hearing at __: __ .m. on _____, 2022, at the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801. The Court will consider, among other things, (i) whether the Settlement is fair, reasonable, and adequate, (ii) how much to pay Class Counsel, (iii) whether to approve an award to the Class Plaintiff, and (iv) whether to approve allocation of the Settlement Fund. If there are objections, the Court will

consider them.

For more information visit: www.POWEntertainmentMergerSettlement.com or call 1-833-577-2697



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RICHARD NORWOOD, individually)
and on behalf of all others similarly)
situated,)

Plaintiff,)

v.)

STAN LEE, and GILL CHAMPION,)

Defendants.)
_____)

C.A. No.: 2018-0056-KSJM

CLASS ACTION

[PROPOSED] FINAL ORDER AND JUDGMENT

On this ___ day of _____, 20___, a hearing having been held before this Court pursuant to the Court’s Scheduling Order of _____, 2022 (the “Scheduling Order”), upon a Stipulation and Agreement of Settlement dated September 7, 2022 (the “Stipulation”), in the above-captioned action (the “Action”), which is incorporated herein by reference; it appearing that due notice of the hearing has been given in accordance with the Scheduling Order and that notice was adequate and sufficient; the parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective parties having been heard and an opportunity to be heard having been given to all other persons requesting to be heard

in accordance with the Scheduling Order; and the entire matter of the proposed Settlement having been heard and considered by the Court,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT, this ___ day of _____, 2022, as follows:

1. Unless otherwise defined herein, all defined terms shall have the meaning set forth in the Stipulation and the Scheduling Order.

2. The Notice of Pendency of Class Action, Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear (the “Notice”) has been given to the Class (as defined herein) pursuant to and in the manner directed by the Scheduling Order; proof of the mailing of the Notice and publication of the Summary Notice (collectively with Notice, the “Notices”) was filed with the Court as provided in the Scheduling Order; and full opportunity to be heard has been offered to all Parties, the Class, and persons of interest. The form and manner of the Notices are hereby determined to have been: (a) the best notice practicable under the circumstances; (b) notice that was reasonably calculated under the circumstances to advise potential Class Members of the pendency of the Action, the effect of the Settlement, and the rights of Class Members to object to the Settlement and/or Class Counsel’s application for an award of attorneys’ fees and reimbursement of expenses; (c) due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) given in full compliance with each of the

requirements of Delaware Court of Chancery Rule 23, due process, and applicable law. It is further determined that all Class Members are bound by this Judgment.

3. Based on the record in the Action and solely for purposes of the Settlement, this Court finds that each of the provisions of Delaware Court of Chancery Rule 23 has been satisfied, and the Action has been properly maintained according to the provisions of Delaware Court of Chancery Rules 23(a) and 23(b)(1) and (b)(3). Specifically, the Court finds that: (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff as representative plaintiff are typical of the claims of the Class; (d) the Plaintiff and Class Counsel have fairly and adequately protected and represented the interest of the Class; and (e) the Action satisfies the requirements of Delaware Court of Chancery Rule 23(b)(1).

4. Solely for purposes of the Settlement, the Action is hereby certified as a non-opt out class action, pursuant to Delaware Court of Chancery Rule 23 on behalf of a class of:

Any and all record holders and beneficial holders of POW common stock who held or owned such stock on October 23, 2017, the date of the closing of the Merger, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them. Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and, legal representatives, heirs, successors-in-

interest, transferees and assigns of any such excluded person or entity. Also excluded from the Class is any Person who exercised their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware and their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting on behalf of, or claiming under, any of them.

5. Further, and solely for purposes of the Settlement, plaintiff Richard Norwood (“Plaintiff”) is certified as “Class Representative”. The law firms of Faruqi & Faruqi, LLP and Cooch and Taylor, P.A. are certified as “Class Counsel”. Further, the Court now finds, based on the record in this Action, that Plaintiff and Class Counsel have fairly and adequately protected and represented the interests of the Class.

6. The Settlement as provided for in the Stipulation is found to be fair, reasonable, adequate, and in the best interests of the Class, and is hereby approved pursuant to Delaware Court of Chancery Rule 23(e). The parties to the Stipulation are hereby bound by such terms and authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions. The Register in Chancery is directed to enter and docket this Judgment.

7. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement and this Judgment.

8. The Action and all Released Claims are hereby dismissed on the merits and with prejudice and without costs, except those contemplated in the Stipulation

and herein, in full and final discharge and settlement of any and all claims or obligations that were or could have been asserted in the Action against Defendants.

9. This Judgment shall not constitute any evidence or admission by any of the Parties that any acts of wrongdoing have been committed by any of the Parties to the Action and should not be deemed to create any inference that there is any liability therefor.

10. “Released Plaintiff Claims” means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, liabilities, obligations, duties, rights, costs, expenses, attorneys’ fees, and/or causes of action of any kind or character, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, which Plaintiff or any Class Member, ever had, now has, or may have against any of the Released Defendant Parties, whether class, representative, or individual in nature, whether based on state, local, foreign, federal (including, but not limited to, any state or federal securities laws), statutory, regulatory, common or other law or rule, which are based upon, arise out of, involve, directly or indirectly, or relate in any way to any of the facts, allegations, conduct, actions, inaction, breaches of fiduciary duty or other obligations, statements, misrepresentations, omissions, transactions, events or occurrences that were, could have been, or in the future could be alleged, asserted, or claimed in the Action, or relate to the subject

matter thereof, in any court (whether state or federal), tribunal, forum, or proceeding; *provided, however*, that the Released Plaintiff Claims shall not include the right to enforce the Settlement or this Stipulation. “Released Plaintiff Claims” specifically includes, without limitation, all Unknown Claims (defined below).

11. “Released Defendant Parties” means Defendants, POW, and each and every one of their past and/or present family members, heirs, principals, trustees, executors, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, agents, investment bankers, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers, and attorneys (including Defendants’ counsel), whether or not served with process and whether or not such Person appeared or was named as a defendant in the Action.

12. “Released Defendant Claims” means any and all claims for relief or causes of action, debts, demands, rights, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Released Plaintiff Parties: (i) arising out of and/or relating in any way to the prosecution of, participation in, and/or settlement of the Action; or (ii) that otherwise in any way relate to the subject matter of the Action; *provided, however*, that the Released Defendant Claims shall not include the right to

enforce the Settlement or this Stipulation. “Released Defendant Claims” specifically includes, without limitation, all Unknown Claims (defined below).

13. “Released Plaintiff Parties” means Plaintiff, all other Class Members, and their respective trustees, officers, directors, employees, agents, advisors, experts and attorneys (including Class Counsel).

14. “Unknown Claims” means any and all Released Plaintiff Claims which Plaintiff or any other Class Member does not know or suspect exists in his, her, its or their favor at the time of the release of the Released Plaintiff Claims against the Released Defendant Parties, including without limitation those which, if known, might have affected his, her, its or their decision(s) with respect to the Settlement, and any and all Released Defendant Claims which Defendants or any other Released Defendant Party does not know or suspect to exist in his, her, its or their favor at the time of the release of the Released Defendant Claims against the Released Plaintiff Parties, which if known might have affected his, her, its or their decision(s) with respect to the Settlement. With respect to any and all the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, Plaintiff and Defendants expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under California Civil Code § 1542 and any law of any state or territory of the United

States, or principle of common law, which is similar, comparable, or equivalent to California Civil 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 and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, and without regard to the subsequent discovery or existence of different or additional facts. Plaintiff and Defendants also acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of the Released Plaintiff Claims and the Released Defendant Claims was separately bargained for and is a key element of the Settlement.

15. Upon the Effective Date, Plaintiff, and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall fully, completely, finally, and forever release, relinquish, settle and discharge, and by operation of the Judgment, shall fully, completely, finally, and forever release, relinquish, settle and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any of the Released Plaintiff Claims against any of the Released Defendant Parties.

16. Upon the Effective Date, Defendants, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall fully, completely, finally, and forever release, relinquish, settle and discharge, and by operation of the Judgment, shall fully, completely, finally, and forever release, relinquish, settle and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendant Claims, and shall thereupon

be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any of the Released Defendant Claims against any of the Released Plaintiff Parties.

17. Class Counsel is hereby awarded a Fee and Expense Award in the amount of \$ _____, which shall be paid from the Settlement Fund.

18. Plaintiff is hereby awarded a Service Award in the amount of \$ _____, which shall be paid out of any Fee and Expense Award awarded to Class Counsel.

19. The Court hereby finds and concludes that the procedures and plan for allocating the Settlement Fund provide a fair, reasonable, and adequate basis upon which to allocate the Net Settlement Fund among Class Members.

20. If the Settlement is terminated pursuant to the terms of the Stipulation or otherwise fails to become final for any reason, then this Judgment and any related orders entered by the Court shall be treated as vacated, *nunc pro tunc*; all of the Parties shall be deemed to have reverted to their respective litigation status prior to the execution of the Stipulation, and they shall proceed in all respects as if this Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice; the Settlement Fund shall be refunded (less any

Administrative Costs that have reasonably been incurred) by the Escrow Agent to Defendants or Defendants' insurer within ten (10) business days after such cancellation or termination; and neither the Stipulation, the Exhibits hereto, nor the settlement negotiations shall be used or referred to in any action or proceeding for any purpose (other than to enforce the terms remaining in effect).

21. The effectiveness of the provisions of this Judgment and the obligations of the Parties under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to the Fee and Expense Award or the Service Award.

22. Without further approval from the Court, Plaintiff and Defendants: (a) are hereby authorized to agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Judgment and/or that do not materially limit the rights of Class Members under the Stipulation; and (b) may agree to a reasonable extension of time to carry out the provisions of the Settlement.

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

Chancellor Kathaleen St. Jude McCormick