

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

**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, 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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>NO ACTION IS NECESSARY IN ORDER FOR ELIGIBLE CLASS MEMBERS TO RECEIVE A PAYMENT</b>	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.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>GO TO A HEARING</b>	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.

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.<sup>1</sup>

<sup>1</sup> 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](http://www.POWEntertainmentMergerSettlement.com).

## 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”)<sup>2</sup> 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 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

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<sup>2</sup> 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.

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 conditionally 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](http://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 December 9, 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.

### **11. Do I have a lawyer in this case?**

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 November 24, 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 November 24, 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 November 24, 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 November 24, 2022, upon each of the following counsel (by hand delivery, email, or overnight mail):

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*Attorneys for Defendant Gill Champion*

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Suite 5400  
Wilmington, DE 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 1:30 p.m. on December 9, 2022, via Zoom. 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

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](http://www.POWEntertainmentMergerSettlement.com). All questions about this Notice should be directed to the Settlement Administrator by visiting the website at [www.POWEntertainmentMergerSettlement.com](http://www.POWEntertainmentMergerSettlement.com), or by emailing [info@POWEntertainmentMergerSettlement.com](mailto: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](mailto:info@POWEntertainmentMergerSettlement.com); contact Nina M. Varindani of Faruqi & Faruqi, LLP (one of counsel for Plaintiff) at 212-983-9330 or [nvarindani@faruqilaw.com](mailto:nvarindani@faruqilaw.com), or visit the website at [www.POWEntertainmentMergerSettlement.com](http://www.POWEntertainmentMergerSettlement.com), where you will find answers to common questions about the Settlement plus other information to help you determine whether 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](http://www.POWEntertainmentMergerSettlement.com), or by calling the Settlement Administrator toll-free at 1-833-577-2697.