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Case No. 2018-0056-KSJM



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

AMENDED [PROPOSED] FINAL ORDER AND JUDGMENT

On this 9th day of December, 2022, a hearing having been held before this Court pursuant to the Court’s Scheduling Order of September 19, 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 9th day of December, 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 \$237,500, which shall be paid from the Settlement Fund.

18. Plaintiff is hereby awarded a Service Award in the amount of \$4,000, which shall be paid out of any Fee and Expense Award awarded to Class Counsel.

19. Within 20 days of this Order, the Settlement Administrator shall obtain from the Depository Trust Company, and its nominee Cede & Co. (“DTC”), and DTC shall provide to the Settlement Administrator, a copy of the allocation report used by DTC to distribute the Merger Consideration in connection with the October 23, 2017 closing of the Merger, and any additional information necessary to identify all DTC participants who received the Merger Consideration in exchange for POW common stock, the number of shares as to which each DTC participant received payment (and/or the amount of consideration each DTC participant received), and the correct address or other contact information used to communicate with the appropriate representatives of each DTC participant that received the Merger Consideration.

20. The Settlement Administrator and, to the extent they obtain access to the information described in paragraph 19, Class Counsel, shall use the information

obtained from DTC pursuant to paragraph 19 solely for the purpose of administering the Settlement as set forth in this Order, and not for any other purpose, and shall not disclose the information obtained from the DTC pursuant to paragraph 19 to any other party except as necessary to administer the Settlement as required by law. If necessary, Class Counsel and counsel for Defendants agree to work together to assist the Settlement Administrator in determining the names of the account holders associated with the Excluded Persons, the custodial banks or brokers, and the number of shares held in each account.

21. Within 30 days of receiving the information described in paragraph 19, the Settlement Administrator shall distribute the Net Settlement Fund on a pro rata basis to (a) non-DTC holders of record shares of POW common stock as of October 23, 2017, and (b) all DTC participants who held shares of POW common stock through DTC as of October 23, 2017, except no such payment shall be made to any Excluded Persons.

22. 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.

23. 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).

24. 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.

25. 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.

26. 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

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

Court: DE Court of Chancery Civil Action

Judge: Kathaleen St Jude McCormick

File & Serve

Transaction ID: 68562113

Current Date: Dec 09, 2022

Case Number: 2018-0056-KSJM

Case Name: CONF ORD 6.28.2021/Richard Norwood vs Stan Lee

Court Authorizer: Kathaleen St Jude McCormick

/s/ Judge Kathaleen St Jude McCormick