

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

OVERBROOK CAPITAL LLC, on Behalf of Itself and All  
Others Similarly Situated,

Plaintiff,

vs.

AEROGROW INTERNATIONAL, INC., CHRIS  
HAGEDORN, H. MACGREGOR CLARKE, DAVID B. KENT,  
CORY MILLER, PATRICIA M. ZIEGLER, SMG GROWING  
MEDIA, INC., and SCOTTS MIRACLE-GRO COMPANY,

Defendants.

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NICOYA CAPITAL LLC, on Behalf of Itself and All Others  
Similarly Situated,

Plaintiff,

vs.

CHRIS HAGEDORN, H. MACGREGOR CLARKE, DAVID B.  
KENT, CORY MILLER, PATRICIA M. ZIEGLER, JAMES  
HAGEDORN, PETER SUPRON,

- and -

AEROGROW INTERNATIONAL, INC., a Nevada  
Corporation, AGI ACQUISITION SUB, INC., a Nevada  
Corporation, SMG GROWING MEDIA, INC., an Ohio  
Corporation, and SCOTTS MIRACLE-GRO COMPANY, an  
Ohio Corporation,

Defendants.

Case No. A-21-827665-B (Lead Case)

Dep't. No. XIII

**NOTICE OF PROPOSED SETTLEMENT OF  
CLASS ACTION**

**[EXHIBIT A-1]**

Case No.: A-21-827745-B

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL SHAREHOLDERS OF AEROGROW INTERNATIONAL, INC. WHO HELD AEROGROW STOCK  
AS OF THE EFFECTIVE DATE FOR THE MERGER<sup>1</sup> AND HAD THE RIGHT TO RECEIVE THE  
MERGER CONSIDERATION, AS WELL AS THEIR SUCCESSORS AND ASSIGNS.**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

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<sup>1</sup> The Effective Date for the Merger was February 26, 2021.

## WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Eight Judicial District Court, Clark County, Nevada (“Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (“Settlement”) and the hearing (“Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation and Agreement of Settlement dated Dec. 9, 2025 (“Stipulation”), by and between Lead Plaintiff Nicoya Capital, LLC, on behalf of itself and the Class (as defined below), and Defendants The Scotts Miracle-Gro Company (“Scotts Miracle-Gro”), SMG Growing Media, Inc., AeroGrow International, Inc. (“AeroGrow”), AGI Acquisition Sub, Inc., James Hagedorn, Peter Supron, Chris Hagedorn, Cory Miller, and Patricia M. Ziegler (collectively, the “Settling Defendants”).<sup>2</sup>

**This Notice is intended to inform you about how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether Defendants engaged in any wrongdoing.**

## WHAT IS THIS LAWSUIT ABOUT?

### I. THE ALLEGATIONS

This is a shareholder class action lawsuit. Plaintiffs challenge the Merger consideration received by the minority shareholders of AeroGrow, which was acquired in 2021 by SMG Growing Media, Inc., a wholly-owned subsidiary of Scotts Miracle-Gro (the “Merger”). Plaintiffs allege that the Merger consideration—\$3.00 per share—was inadequate and unfair and that the Defendants breached their fiduciary duties as directors and majority shareholders, and/or aided and abetted the breach of fiduciary duties, by interfering with the market check process, failing to make full disclosure of all relevant facts in the proxy statement for the Merger, and other alleged misconduct.

Defendants have denied, and continue to deny, these allegations, that there were any legal violations, or that Plaintiffs or Class Members suffered any damages under Nevada law.

**THE COURT HAS NOT RULED AS TO WHETHER THE SETTLING DEFENDANTS ARE LIABLE. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

### II. PROCEDURAL HISTORY

The first complaint was filed on January 11, 2021. Additional complaints were filed on January 12, 2021, and February 22, 2021. By orders dated February 18, 2021, and February 24, 2021, the Court consolidated the related actions and appointed Nicoya Capital, LLC to serve as Lead Plaintiff, Bottini & Bottini, Inc. to serve as Lead Counsel, and Kemp Jones, LLP to serve as Liaison Counsel. A First Amended Consolidated Complaint was filed on June 28, 2021 (the “FACC”). On July 12, 2021, Defendants moved to dismiss the FACC. On October 4, 2021, this Court denied Defendants’ motion to dismiss the FACC. Defendants sought review of the Court’s order denying Defendants’ motion to dismiss the FACC by the Nevada Supreme Court, which the Nevada Supreme Court denied on June 30, 2022. Defendants answered the FACC on November 4, 2021.

On March 15, 2022, Plaintiffs filed their motion for class certification. Thereafter, the Parties filed a stipulation regarding class certification. On March 29, 2022, the Court granted the Parties’ stipulation, certifying this Action as a class

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<sup>2</sup> The Stipulation can be viewed and/or downloaded at [www.aerogrowshareholderlitigation.com](http://www.aerogrowshareholderlitigation.com). All capitalized terms used herein have the same meaning as set forth in the Stipulation.

action.

The Parties have engaged in extensive discovery efforts. In response to Plaintiffs' discovery requests, Defendants have produced and Plaintiffs' counsel have reviewed over 180,000 pages of documents. Discovery also included interrogatories, requests for admission, and 20 depositions (including the depositions of Plaintiffs, all named Defendants, several third parties, and expert witnesses). In addition, the Parties engaged in litigation before the Court and a special master concerning discovery issues, including the proper scope of Defendants' assertions of privilege.

Five separate motions for summary judgment were filed, briefed, argued, and decided by the Court in March 2025. The Court granted the motion for summary judgment filed by Defendants Clarke and Kent. As a result, Defendants H. MacGregor Clarke and David B. Kent were dismissed from the Action. The remaining Defendants filed a petition for writ of mandamus seeking review by the Nevada Supreme Court of the Court's orders on the summary judgment motions; that petition remains pending. Various motions for clarification and/or reconsideration of the summary judgment orders were also filed with the Court and litigated by the Parties. The Court did not dismiss any further Defendants as a result of such motions.

Plaintiffs also retained two expert witnesses: Mr. Gil Matthews and Professor Ben Edwards. Defendants retained four experts: Professor Shane Johnson, Dr. Laura Simmons, Jan Kniffen, and Robert Kim. Following depositions of the experts, each side filed motions to exclude the other side's expert(s) from testifying at trial. Those motions remained pending at the time the Settlement was reached.

The Court set the case for trial on a five-week stack starting on October 14, 2025. At the time they reached an agreement on the terms of Settlement (as described below), the Parties were diligently preparing for trial.

On October 4, 2022, Class Counsel and counsel for Defendants participated in a full-day mediation before the Hon. Layn Phillips (Ret.) of Phillips ADR to attempt to settle the Action. Prior to the mediation, the Parties prepared and submitted detailed mediation statements setting forth their respective positions on the merits and damages. Although the parties negotiated in good faith, no settlement was reached and litigation continued. Three years later, in September 2025, the Parties again mediated. After numerous proposals and counterproposals, Phillips ADR presented a double-blind mediator's proposal for a settlement of the Action on a class-wide basis, which was accepted by both sides on September 29, 2025. The Parties thereafter engaged in further negotiations regarding the material terms of the Settlement, which are set forth in the Stipulation and are subject to approval by the Court.

## **HOW DO I KNOW IF I AM A CLASS MEMBER?**

You are a Class Member if you held AeroGrow stock as February 26, 2021, which was the Effective Date for the Merger, and had the right to receive the Merger Consideration of \$3.00 per share, or if you were the successor or assign of such persons. As set forth in the Stipulation, excluded from the Class are: (a) any of the Defendants named in the FACC; (b) any of the Defendants' parent companies, subsidiaries, and affiliates, (c) any of the Defendants' officers, directors, management, employees, subsidiaries, affiliates or agents; (d) all governmental entities; and (e) the judges and chambers staff in this case, as well as any members of their immediate families. Also excluded from the Settlement Class are those Persons who would otherwise be Class Members but who timely and validly exclude themselves therefrom. Also excluded from the Settlement Class are the Dissenters Shares owned by those Persons who properly exercised their dissenters' rights pursuant to NRS Chapter 92A.200-500 and who are respondents in the matter captioned *AeroGrow International, Inc. v. Quadre Investments, L.P. et al.*, Case No. A-21-836612-B (the "Dissenters Rights Action").

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE A PAYMENT FROM THE SETTLEMENT. ONLY PERSONS WHO HELD SHARES OF AEROGROW COMMON STOCK AS OF THE EFFECTIVE DATE OF THE MERGER AND HAD THE RIGHT TO RECEIVE THE MERGER CONSIDERATION FOR SUCH SHARES, OTHER THAN THE EXCLUDED PERSONS AND THOSE WHO OWNED DISSENTERS SHARES, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

## **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

The Settlement, if approved, will result in a cash settlement fund of \$15,978,202.50 (“Settlement Fund”). The Settlement Fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement Fund, as well as attorneys’ fees and expenses, and the payment to Plaintiffs for representing the Class, as approved by the Court (“Net Settlement Fund”), will be distributed to eligible Settlement Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

## **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective economic losses resulting from the alleged legal violations alleged in the FACC. The Settlement Fund will be administered by the Administrator and the Escrow Agent and shall be used (subject to Court approval): (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award, including any Plaintiff incentive awards; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided below.

Each Settlement Payment Recipient shall be allocated a pro rata share of the Net Settlement Fund based on the number of shares of AeroGrow common stock owned as of the Effective Date of the Merger. This calculation is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Settlement Payment Recipients.

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

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

**RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. ONLY PERSONS WHO HELD SHARES OF AEROGROW COMMON STOCK AS OF THE EFFECTIVE DATE OF THE MERGER AND HAD THE RIGHT TO RECEIVE THE MERGER CONSIDERATION FOR SUCH SHARES, OTHER THAN THE EXCLUDED PERSONS AND THOSE WHO OWNED DISSENTERS SHARES, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

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

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

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

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

(a) The Net Settlement Fund will be allocated and distributed on a per-share basis among the Settlement Payment Recipients (the “Initial Distribution”). Each Settlement Payment Recipient will receive a pro rata payment from the Net Settlement Fund equal to the product of (i) the number of “Eligible Shares” held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at closing and for which the Settlement Payment Recipient received Merger consideration, and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of AeroGrow common stock who were paid the Merger consideration because their shares were converted into the right to receive Merger consideration pursuant to the terms of the Merger Agreement, other than Excluded Persons.

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

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

(d) The Net Settlement Fund shall be distributed to Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, any service award to Plaintiffs, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

(e) If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive Settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Class Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated

expenses, to the Legal Aid Society of Southern Nevada. Neither the Released Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

(f) The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Parties, and any other Person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Settlement Payment Recipients to deposit Settlement funds distributed by the Administrator, but the foregoing does not limit the right of the Defendants and Released Parties to enforce the terms of and their rights under the Stipulation.

### **DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice, you need not contact Class Counsel. If your address changes, please contact the Administrator at:

*AeroGrow Shareholder Litigation*  
c/o A.B. Data Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217  
877-261-8296  
[www.AerogrowShareholderLitigation.com](http://www.AerogrowShareholderLitigation.com)

### **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

### **WHAT ARE THE REASONS FOR SETTLEMENT?**

The Settlement was only reached after highly-contested litigation of Plaintiffs' claims and Defendants' defenses and following extensive discovery. The Court has not reached any final decisions in connection with Plaintiffs' claims or the Settling Defendants' defenses. Instead, Plaintiffs and the Settling Defendants have agreed to this Settlement, which was reached with the substantial assistance of the Hon. Layn Phillips (Ret.) of Phillips ADR, a highly respected mediator with extensive experience in the mediation of complex shareholder class actions. In reaching the Settlement, the Parties have avoided the cost, delay, and uncertainty of further litigation, as detailed below.

As in any litigation, Plaintiffs and the proposed Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected the case to be challenged by both sides during an upcoming jury trial and that even if Plaintiffs succeeded, the Settling Defendants could file appeals that would postpone final resolution of the Action and potentially overturn a successful verdict in part or in full. Continuation of the Action against the Settling Defendants could also result in no recovery at all or a judgment that is less than the amount of the Settlement. Conversely, with regards to the Settling Defendants, continuing the case could result in a judgment in an amount greater than this Settlement. Accordingly, both Plaintiffs and the Settling Defendants have determined that Settlement on the terms set forth in the Stipulation was in their best interests in light of the facts and procedural posture of the Action and the uncertainty of continued litigation.

Plaintiffs and Plaintiffs' Counsel believe that the proposed Settlement is fair and reasonable to the members of the Class and is in the best interests of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are an extremely favorable result for the Class.

## WHO REPRESENTS THE CLASS?

The following attorneys are Lead Counsel for the Class:

Francis A. Bottini, Jr.  
Aaron P. Arnzen  
BOTTINI & BOTTINI, INC.  
7817 Ivanhoe Avenue, Suite 102  
La Jolla, CA 92037  
Telephone: 858-914-2001  
Facsimile: 858-914-2002

If you have any questions about the Action, or the Settlement, you may consult with Class Counsel by contacting counsel at the phone numbers listed above.

You may obtain a copy of the Stipulation by contacting the Administrator at:

*AeroGrow Shareholder Litigation*  
c/o A.B. Data Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217  
877-261-8296  
[www.AeroGrowShareholderLitigation.com](http://www.AeroGrowShareholderLitigation.com)

## HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?

Class Counsel will submit an application to the Court for an award from the Settlement Fund of: (i) attorneys' fees and the payment of litigation expenses incurred in connection with the prosecution of the Action, plus interest on both amounts at the same rate and period as earned on the Settlement Fund (until paid); and (ii) a service award of \$20,000 to Lead Plaintiff Nicoya Capital, LLC and \$15,000 to Plaintiff Overbrook in connection with their representation of the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel.

## CAN I EXCLUDE MYSELF FROM THE SETTLEMENT (OPT OUT)?

Yes. If you want to keep the right to sue the Settling Defendants on your own about the legal issues in this Action, then you must take steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Class, you must send a signed letter by mail saying that you want to be excluded from the Class in the following Action: *Overbrook Capital LLC v. AeroGrow International, Inc., et al.*, Lead Case No. A-21-827665-B (Eighth Judicial District Court, Clark County, Nevada). To be effective, your request must include your name, address, telephone number, state the number of shares of AeroGrow common stock that you held on the Effective Date of the Merger, and contain proof of such ownership, such as a brokerage statement. Your exclusion request must be **postmarked no later than March 9, 2026**, and sent to the Administrator at:

Questions? Call 877-261-8296 or visit [www.AeroGrowShareholderLitigation.com](http://www.AeroGrowShareholderLitigation.com)

*AeroGrow Stockholder Litigation*  
EXCLUSIONS  
c/o A.B. Data Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this Action.

**CAN I OBJECT TO THE SETTLEMENT?**

Yes. If you are a Class Member, you may object to any or all of the following: the terms of the Settlement, the Fee and Expense Award, Plaintiffs' request for payment of service awards for representing the Class, and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court and send a copy to Plaintiffs' Counsel and the Settling Defendants' Counsel **by March 31, 2026.**

The Court's address is Eighth Judicial District Court, Clark County, Nevada, Dept. 13, 200 Lewis Ave, Las Vegas, NV 89101; Class Counsel's address is Bottini & Bottini, Inc., 7817 Ivanhoe Avenue, Suite 102, La Jolla, CA 92037, c/o Francis A. Bottini; the Settling Defendants' Counsel's address is Jones Day, 325 John H. McConnell Boulevard Suite 600, Columbus, Ohio 43215-2673, c/o Marjorie Duffy.

Attendance at the Settlement Fairness Hearing is not necessary; however, Persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

**WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?**

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, Plaintiffs' Counsel's request for the Fee and Expense Award, and/or Plaintiffs' request for payment of service awards for representing the Class. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement because the Settlement no longer applies to you.

**WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, but in all circumstances you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

**WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Stipulation, all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged the following Released Claims.

***Released Plaintiffs' Claims***

“Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims (including “Unknown Claims” as defined below), and causes of action of every nature and description whatsoever that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether known or unknown, whether arising under federal, state, or common law, relating to AeroGrow or

AeroGrow's Merger with SMG Growing Media, Inc., including all such claims and causes of action that Plaintiffs (i) asserted in the FACC filed in the Action on June 28, 2021, or (ii) asserted or could have asserted in the FACC or in any complaint filed in any case ultimately consolidated in the Action or in any other forum that are based on the same set of operative facts as those set forth in the FACC, except for claims relating to the enforcement of the Settlement. "Released Claims" do not include any claims to enforce this Stipulation, any claims by Defendants for insurance coverage, and the appraisal claims asserted in *AeroGrow International, Inc. v. Quadre Investments, L.P., et al.*, Case No. A-21-836612-B, and any demands, losses, rights, and causes of action of any nature whatsoever that any Released Party may have against Class Members who timely and validly exclude themselves from the Settlement.

### ***Released Defendants' Claims***

"Released Defendants' Claims" means all claims (including "Unknown Claims" as defined below), demands, losses, rights, and causes of action of any nature whatsoever that any Released Party may have against Plaintiffs, Class Members, Plaintiffs' Counsel, or any of their Related Parties relating to the institution, prosecution, or settlement of the Action. Released Defendants' Claims specifically includes the release of the obligation of Plaintiffs or Plaintiffs' Counsel to pay any outstanding costs or fees in the Special Master Proceeding, as provided in the Expense and Cost Waiver. "Released Defendants' Claims" do not include claims to enforce this Stipulation or any claims by Defendants for insurance coverage, the appraisal claims asserted in *AeroGrow International, Inc. v. Quadre Investments, L.P., et al.*, Case No. A-21-836612-B, and any demands, losses, rights, and causes of action of any nature whatsoever that any Released Party may have against Class Members who timely and validly exclude themselves from the Settlement.

"Unknown Claims" means (i) any and all claims and potential claims against the Released Parties which Plaintiffs or any Settlement Class Member do not know or suspect to exist in their, his, her, or its favor as of the Effective Date of Settlement including, without limitation, those that, if known by such Plaintiff or Class Member, might have affected his, her, or its decision(s) with respect to the Settlement or the releases, including his, her, or its decision(s) to object or not to object to the Settlement or to exclude himself, herself, or itself from the Class, and (ii) any claims against Plaintiffs, Settlement Class Members, or Plaintiffs' Counsel which Defendants do not know or suspect to exist in their favor, which if known by any of them, might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date of Settlement, Plaintiffs and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code § 1542, which provides:

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

**THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND RELEASES IS ONLY A SUMMARY.** The complete terms, including the definitions of "Released Parties" and "Unknown Claims" as used in the preceding paragraphs, are set forth in the Stipulation (including its exhibits), which may be obtained at [www.aerogrowshareholderlitigation.com](http://www.aerogrowshareholderlitigation.com) or by contacting Class Counsel or the Administrator as described on Page 7 above.

### **THE SETTLEMENT FAIRNESS HEARING**

The Court will hold a Settlement Fairness Hearing on April 30, 2026, at 9:00 a.m., before the Honorable Mark R. Denton, at the Eighth Judicial District Court, Clark County, Nevada, Dept. 13, 200 Lewis Ave, Las Vegas, NV 89101, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation should be entered; (3) to award Plaintiffs' Counsel the Fee and Expense Award out of the Settlement Fund and, if so, in what amount; (4) to pay Plaintiffs service awards for their efforts in representing the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Class.

Questions? Call 877-261-8296 or visit [www.AeroGrowShareholderLitigation.com](http://www.AeroGrowShareholderLitigation.com)

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that the Court may decline to hear any Class Member who has failed to submit a timely written objection as provided above on Page 8.

Unless otherwise directed by the Court, any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived all objections to the Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

You may (but are not required to) hire an attorney at your own expense to represent you for purposes of objecting. If you do, your attorney must serve a notice of appearance on counsel and file it with the Court, at the addresses listed on Page 9, by no later than March 31, 2026.

## **INJUNCTION**

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Party, pending final determination by the Court of whether the Settlement should be approved.

## **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Eighth Judicial District Court, Clark County, Nevada. In addition, all the Settlement documents, including the Stipulation and this Notice may be obtained by contacting the Administrator at:

*AeroGrow Stockholder Litigation*  
c/o A.B. Data Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217  
877-261-8296  
[www.AeroGrowShareholderLitigation.com](http://www.AeroGrowShareholderLitigation.com)

In addition, you may contact Class Counsel, whose information is listed above on Page 7, if you have any questions about the Action or the Settlement.

## **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you held any AeroGrow International, Inc. common stock as of February 26, 2021 as a nominee for a beneficial owner, then, within fourteen (14) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Administrator at:

*AeroGrow Stockholder Litigation*  
c/o A.B. Data Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217  
877-261-8296  
[www.AeroGrowShareholderLitigation.com](http://www.AeroGrowShareholderLitigation.com)

If you choose to mail the Notice yourself, you may obtain from the Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be

Questions? Call 877-261-8296 or visit [www.AeroGrowShareholderLitigation.com](http://www.AeroGrowShareholderLitigation.com)

incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Administrator.

**DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.**

DATED: December 18, 2025

BY ORDER OF THE EIGHTH JUDICIAL DISTRICT,  
CLARK COUNTY, NEVADA