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**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.

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

Dept. No.: XIII

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR
~~NOTICE~~ NOTICE**

1 NICOYA CAPITAL LLC, on Behalf of
2 Itself and All Others Similarly Situated,
3 Plaintiff,

Case No.: A-21-827745-B

4 vs.

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

9 - and -

10 AEROGROW INTERNATIONAL, INC.,
11 a Nevada Corporation, AGI
12 ACQUISITION SUB, INC., a Nevada
13 Corporation, SMG GROWING MEDIA,
14 INC., an Ohio Corporation, and SCOTTS
15 MIRACLE-GRO COMPANY, an Ohio
16 Corporation,

17 Defendants.

18 WHEREAS, on December 10, 2025, the Parties to the above-entitled action (“Action”)
19 entered into a Stipulation and Agreement of Settlement (“Stipulation” or “Settlement”),¹ which is
20 subject to review by this Court and which, together with the exhibits thereto, sets forth the terms
21 and conditions for the Settlement of the claims alleged in the Action; and the Court having read
22 and considered the Stipulation and the accompanying documents; and the Parties to the Stipulation
23 having consented to the entry of this Preliminary Approval Order (“Order”);

24 NOW, THEREFORE, IT IS HEREBY ORDERED, that:

25 1. The Court preliminarily finds that:

26 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
27 including mediation among Plaintiffs and Defendants under the direction of a very experienced
28 mediator, the Hon. Layn Phillips (Ret.) of Phillips ADR; and

(b) the Settlement is sufficiently fair, reasonable, and adequate to warrant
providing notice of the Settlement to the Class.

¹ All capitalized terms used herein have the meanings as defined in the Stipulation.

2. A Settlement Fairness Hearing is hereby scheduled to be held on **April 29, 2026 at 9:00 a.m.**

~~—:— a.m./p.m.~~, before the Hon. Mark R. Denton, Eighth Judicial District Court, Clark County, Nevada, Dept. 13, 200 Lewis Ave, Las Vegas, NV 89101, for the following purposes:

(a) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(b) to determine whether the Judgment as provided under the Stipulation should be entered;

(c) to determine whether the proposed Plan of Allocation should be approved by the Court as fair, reasonable, and adequate;

(d) to consider Class Counsel's application for an award of attorneys' fees and expenses;

(e) to consider Plaintiffs' request for payment of services awards for their efforts in prosecuting this Action on behalf of the Class; and

(f) to rule upon such other matters as the Court may deem appropriate.

3. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without further notice to the Class. The Court reserves the right to enter the Judgment approving the Stipulation regardless of whether it has approved the Plan of Allocation, Class Counsel's request for a Fee and Expense Award, and Plaintiffs' request for payment for their representation of the Class.

4. The Court approves the form, substance, and requirements of the Notice of Proposed Settlement of Class Action ("Notice") and the Summary Notice of Proposed Settlement of Class Action ("Summary Notice"), annexed hereto as Exhibits A-1 and A-2, respectively.

5. The Court approves the appointment of A.B. Data, Ltd. as the Administrator to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of payments to Settlement Payment Recipients as more fully set forth below.

1 6. The Administrator shall cause the Notice, substantially in the form annexed hereto,
2 to be mailed, by first-class mail, postage prepaid, within twenty-one (21) calendar days of this
3 Order (“Notice Date”) to all Class Members who can be identified with reasonable effort.

4 (a) The Administrator shall use reasonable efforts to give notice to nominee
5 purchasers such as brokerage firms and other persons or entities who held AeroGrow common
6 stock as of the Effective Date of the Merger, which was February 26, 2021, and had the right to
7 receive the Merger consideration, as record owners but not as beneficial owners. Such nominee
8 purchasers are directed, within fourteen (14) business days of their receipt of the Notice, to either
9 forward copies of the Notice to their beneficial owners or to provide the Administrator with lists
10 of the names and addresses of the beneficial owners, and the Administrator is ordered to send the
11 Notice promptly to such identified beneficial owners. In addition, Settling Defendants or their
12 agents shall provide Class Counsel and the Administrator with a Securities Position Report
13 (“SPR”) from Cede & Co as of Feb. 23, 2021 (or the date the DTC provided payment) for
14 AeroGrow stock and/or shall cooperate with the Administrator as necessary to obtain a SPR and/or
15 the DTC Information from Cede & Co. if Settling Defendants do not possess a copy of the SPR,
16 and shall also provide Class Counsel and the Administrator with the Record Holder Information.

17 (b) Nominee purchasers who elect to send the Notice to their beneficial owners
18 shall send a statement to the Administrator confirming that the mailing was made as directed.
19 Additional copies of the Notice shall be made available to any record holder requesting such for
20 the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from
21 the Settlement Fund, upon receipt by the Administrator of proper documentation, for the
22 reasonable expense of sending the Notice to beneficial owners.

23 7. The Administrator shall cause the Summary Notice to be published once over a
24 national newswire service, within twenty-one (21) calendar days of the date of this order.

25 8. Within fourteen (14) calendar days of the date of this order, the Administrator shall
26 post the Stipulation, the joint motion for preliminary approval, this order, and the Notice on the
27 www.aerogrowshareholderlitigation.com website.

1 9. Class Counsel shall, at least seven (7) calendar days before the Settlement Fairness
2 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and proof of
3 publication of the Summary Notice.

4 10. The form and content of the Notice and the Summary Notice, and the method set
5 forth herein of notifying the Class of the Settlement and its terms and conditions, meet the
6 requirements of Nevada law and due process, constitute the best notice practicable under the
7 circumstances, and shall constitute due and sufficient notice to all persons and entities entitled
8 thereto.

9 11. Class Members will not receive, and are not required to submit, a claim form in
10 order to be eligible for payment of their pro rata share of the Net Settlement Fund. The Settlement
11 is being administered as a direct pay Settlement.

12 12. Class Members shall be bound by all determinations and judgments in this Action,
13 whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a
14 timely and proper manner, as hereinafter provided. A Class Member wishing to make such request
15 shall, no later than sixty (60) calendar days after the Notice Date, mail a Request for Exclusion in
16 written form by first-class mail postmarked to the address designated in the Notice. Such Request
17 for Exclusion shall clearly indicate the name, address, and telephone number of the person seeking
18 exclusion, that the sender requests to be excluded from the Class, contain documentary evidence
19 such as a brokerage statement evidencing the Class Member's ownership of AeroGrow stock as of
20 the Effective Date of the Merger, including the number of shares held as of such date, and must be
21 signed by such person. The Request for Exclusion shall not be effective unless it is made in
22 writing, postmarked within the time stated above, contains the information and documents stated
23 above, and is accepted by the Court. Class Members requesting exclusion from the Settlement
24 Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in
25 the Stipulation and Notice. Class Members may revoke such a request for exclusion up to fourteen
26 (14) calendar days before the Settlement Fairness Hearing.

1 13. The Court will consider objections to the Settlement, the Plan of Allocation, the
2 payment of service awards to Plaintiffs, and/or the Fee and Expense Award at the Settlement
3 Fairness Hearing. Any Person wanting to object must do so in writing, and may also appear at the
4 Settlement Fairness Hearing if they so choose.

5 (a) To the extent any Class Member desires to object in writing, such objections
6 and any supporting papers, accompanied by proof of Class membership, shall be filed with the
7 Clerk of the Court, Eighth Judicial District Court, Clark County, Nevada, Dept. 13, 200 Lewis
8 Ave, Las Vegas, NV 89101, and copies of all such papers served no later than thirty (30) calendar
9 days before the Settlement Fairness Hearing to each of the following: Francis A. Bottini, Bottini
10 & Bottini, Inc., 7817 Ivanhoe Avenue, Suite 102, La Jolla, CA 92037, on behalf of the Plaintiffs
11 and the Class; and Marjorie Duffy, Jones Day, 325 John H. McConnell Boulevard Suite 600,
12 Columbus, Ohio 43215-2673, on behalf of the Settling Defendants.

13 (b) Persons who intend to object in writing to the Settlement, the Plan of
14 Allocation, the request for the Fee and Expense Award, and/or Plaintiffs' request for payment of
15 service awards for representing the Class and desire to present evidence at the Settlement Fairness
16 Hearing are required to identify in their written objection any witnesses they may call to testify
17 and exhibits, if any, they intend to introduce into evidence.

18 (c) If an objector hires an attorney to represent him, her, or it for the purposes
19 of making an objection, the attorney must both effect service of a notice of appearance on counsel
20 listed above and file it with the Court by no later than thirty (30) calendar days before the
21 Settlement Fairness Hearing. A Class Member who files a written objection does not have to
22 appear at the Settlement Fairness Hearing for the Court to consider his, her, or its objection. Any
23 member of the Class who does not make his, her, or its objection in the manner provided shall be
24 deemed to have waived such objection and shall forever be foreclosed from making any objection
25 to the fairness or adequacy of the Settlement set forth in the Stipulation, to the Plan of Allocation,
26 the Fee and Expense Award, and Plaintiffs' request for payment of service awards, unless
27 otherwise ordered by the Court.

1 14. All papers in support of the Settlement, the Plan of Allocation, and any application
2 by Plaintiffs' Counsel for the Fee and Expense Award and payment to Plaintiffs of service awards
3 shall be filed fourteen (14) calendar days prior to the Settlement Fairness Hearing.

4 15. All funds held by the Escrow Agent shall be deemed and considered to be in
5 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time
6 as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

7 16. The passage of title and ownership of the Settlement Fund to the Escrow Agent in
8 accordance with the terms and obligations of the Stipulation is approved.

9 17. Defendants' Counsel and Plaintiffs' Counsel shall promptly furnish each other with
10 copies of any and all objections that come into their possession. Class Counsel shall provide, or
11 shall cause the Administrator to provide, to counsel for the Settling Defendants copies of every
12 request for exclusion, along with a list of the names of stockholders who submitted requests for
13 exclusion and, for each name, the number of shares opting out of the Settlement, on a rolling basis
14 and as expeditiously as possible, and no later than three (3) business days from receipt thereof.

15 18. Pending final determination of whether the Settlement should be approved, the
16 Plaintiffs, all Class Members, and each of them, and anyone who acts or purports to act on their
17 behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined
18 from instituting, commencing, maintaining, or prosecuting, any action, directly or indirectly, in
19 any court or tribunal that asserts Released Claims against any of the Released Parties.

20 19. All reasonable expenses incurred in identifying and notifying Class Members, as
21 well as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein.
22 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,
23 neither Plaintiffs nor Plaintiffs' Counsel shall have any obligation to repay any amounts actually
24 and properly disbursed from the Settlement Fund, except as provided for in the Stipulation.

25 20. If any specified condition to the Settlement set forth in the Stipulation is not
26 satisfied and Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the
27 Stipulation, including any amendment(s) thereof, shall be null and void and of no further force or
28

1 effect (except to the extent otherwise expressly provided in the Stipulation), without prejudice to
2 any Party, and may not be introduced as evidence or referred to in this Action, or any action or
3 proceeding by any person or entity for any purpose, and each Party shall be restored to his, her, or
4 its respective position as it existed as of the date the Settlement was fully executed.

5 21. The Court may adjourn or continue the Settlement Fairness Hearing without further
6 written notice.

7 22. The Court retains exclusive jurisdiction over the Action to consider all further
8 matters arising out of or connected with the Settlement. The Court may approve the Settlement,
9 with such modifications as may be agreed by the Parties, if appropriate, without further notice to
10 the Class.

Dated this 18th day of December, 2025

11
12 ~~DATED:~~ _____



THE HONORABLE MARK R. DENTON cg
DISTRICT COURT JUDGE
CB7 071 2542 C147
Mark R. Denton
District Court Judge

1 **KEMP JONES, LLP**

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19 *Counsel for Plaintiffs*

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

22 OVERBROOK CAPITAL LLC, on Behalf
23 of Itself and All Others Similarly Situated,
24 Plaintiff,

25 vs.

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

32 Defendants.

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

Dep't. No. XIII

**NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION**

[EXHIBIT A-1]

1 NICOYA CAPITAL LLC, on Behalf of
2 Itself and All Others Similarly Situated,
3
4 Plaintiff,

Case No.: A-21-827745-B

5 vs.

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

10 - and -

11 AEROGROW INTERNATIONAL, INC.,
12 a Nevada Corporation, AGI
13 ACQUISITION SUB, INC., a Nevada
14 Corporation, SMG GROWING MEDIA,
15 INC., an Ohio Corporation, and SCOTTS
16 MIRACLE-GRO COMPANY, an Ohio
17 Corporation,

18 Defendants.
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1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2 **TO: ALL SHAREHOLDERS OF AEROGROW INTERNATIONAL, INC. WHO HELD**
3 **AEROGROW STOCK AS OF THE EFFECTIVE DATE FOR THE MERGER¹**
4 **AND HAD THE RIGHT TO RECEIVE THE MERGER CONSIDERATION, AS**
5 **WELL AS THEIR SUCCESSORS AND ASSIGNS.**

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

9 **WHY SHOULD I READ THIS NOTICE?**

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

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

24 **WHAT IS THIS LAWSUIT ABOUT?**

25 **I. THE ALLEGATIONS**

26 This is a shareholder class action lawsuit. Plaintiffs challenge the Merger consideration
27 received by the minority shareholders of AeroGrow, which was acquired in 2021 by SMG
28 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

¹ The Effective Date for the Merger was February 26, 2021.

² The Stipulation can be viewed and/or downloaded at www.aerogrowshareholderlitigation.com. All
capitalized terms used herein have the same meaning as set forth in the Stipulation.

1 violations, or that Plaintiffs or Class Members suffered any damages under Nevada law.

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

9 **II. PROCEDURAL HISTORY**

10 The first complaint was filed on January 11, 2021. Additional complaints were filed on
11 January 12, 2021, and February 22, 2021. By orders dated February 18, 2021, and February 24,
12 2021, the Court consolidated the related actions and appointed Nicoya Capital, LLC to serve as
13 Lead Plaintiff, Bottini & Bottini, Inc. to serve as Lead Counsel, and Kemp Jones, LLP to serve as
14 Liaison Counsel. A First Amended Consolidated Complaint was filed on June 28, 2021 (the
15 "FACC"). On July 12, 2021, Defendants moved to dismiss the FACC. On October 4, 2021, this
16 Court denied Defendants' motion to dismiss the FACC. Defendants sought review of the Court's
17 order denying Defendants' motion to dismiss the FACC by the Nevada Supreme Court, which the
18 Nevada Supreme Court denied on June 30, 2022. Defendants answered the FACC on November
19 4, 2021.

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

23 The Parties have engaged in extensive discovery efforts. In response to Plaintiffs'
24 discovery requests, Defendants have produced and Plaintiffs' counsel have reviewed over 180,000
25 pages of documents. Discovery also included interrogatories, requests for admission, and 20
26 depositions (including the depositions of Plaintiffs, all named Defendants, several third parties,
27 and expert witnesses). In addition, the Parties engaged in litigation before the Court and a special
28 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

1 Settlement was reached.

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

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

15 HOW DO I KNOW IF I AM A CLASS MEMBER?

16 You are a Class Member if you held AeroGrow stock as February 26, 2021, which was the
17 Effective Date for the Merger, and had the right to receive the Merger Consideration of \$3.00 per
18 share, or if you were the successor or assign of such persons. As set forth in the Stipulation,
19 excluded from the Class are: (a) any of the Defendants named in the FACC; (b) any of the
20 Defendants' parent companies, subsidiaries, and affiliates, (c) any of the Defendants' officers,
21 directors, management, employees, subsidiaries, affiliates or agents; (d) all governmental entities;
22 and (e) the judges and chambers staff in this case, as well as any members of their immediate
23 families. Also excluded from the Settlement Class are those Persons who would otherwise be
24 Class Members but who timely and validly exclude themselves therefrom. Also excluded from
25 the Settlement Class are the Dissenters Shares owned by those Persons who properly exercised
26 their dissenters' rights pursuant to NRS Chapter 92A.200-500 and who are respondents in the
27 matter captioned *AeroGrow International, Inc. v. Quadre Investments, L.P. et al.*, Case No. A-21-
28 836612-B (the "Dissenters Rights Action").

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

36 WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

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

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

2 The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund
3 among Settlement Class Members based on their respective economic losses resulting from the
4 alleged legal violations alleged in the FACC. The Settlement Fund will be administered by the
5 Administrator and the Escrow Agent and shall be used (subject to Court approval): (i) to pay all
6 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.

7 Each Settlement Payment Recipient shall be allocated a pro rata share of the Net Settlement
8 Fund based on the number of shares of AeroGrow common stock owned as of the Effective Date
9 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.

10 Following the Effective Date of Settlement, the Administrator shall distribute the Net
11 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.

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

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

19 Payment pursuant to the Plan of Allocation or other such plan of allocation as may be
20 approved by the Court shall be final and conclusive against all Settlement Class Members.
21 Defendants, Defendants' Counsel, and their other Released Parties shall have no liability
22 whatsoever for the determination, administration, or investment of the Settlement Fund or the Net
23 Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net
24 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.

25 The Net Settlement Fund will not be distributed to the Settlement Payment Recipients until
26 the Court has approved the Settlement and the proposed Plan of Allocation (or such other
27 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.

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

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

5 (a) The Net Settlement Fund will be allocated and distributed on a per-share basis among
6 the Settlement Payment Recipients (the "Initial Distribution"). Each Settlement Payment
7 Recipient will receive a pro rata payment from the Net Settlement Fund equal to the product of (i)
8 the number of "Eligible Shares" held by the Settlement Payment Recipient, where Eligible Shares
9 are shares held by the Settlement Payment Recipient at closing and for which the Settlement
10 Payment Recipient received Merger consideration, and (ii) the "Per-Share Recovery" for the
11 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.

12 (b) With respect to AeroGrow common stock held of record at the closing by DTC through
13 its nominee Cede, provided that the Administrator has the necessary DTC Information, the
14 Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible
15 Beneficial Owners who held their shares through DTC Participants by first distributing that portion
16 of the Net Settlement Fund among the DTC Participants by paying each DTC Participant the Per-
17 Share Recovery times its respective Closing Security Position (defined below). For each DTC
18 Participant, the "Closing Security Position" means the number of shares of AeroGrow common
19 stock reflected on the DTC allocation report used to pay the Merger consideration, less any shares
20 that were held by an Excluded Person as of the Effective Date of the Merger. The Administrator
21 shall further take all appropriate steps to instruct DTC Participants to distribute the portion of the
22 Net Settlement Fund that they receive to the Eligible Beneficial Holders on a pro rata basis in
23 accordance with each Eligible Beneficial Owner's "Closing Beneficial Ownership Position,"
24 which means, for each Eligible Beneficial Owner, the number of shares of AeroGrow common
25 stock beneficially owned by such Eligible Beneficial Owner as of the Effective Date of the Merger,
26 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").

27 (c) With respect to AeroGrow common stock held of record as of the Effective Date of the
28 Merger other than by Cede, as nominee for DTC (a "Closing Non-Cede Record Position"),

1 provided that the Administrator first receives the necessary Record Holder Information, the
2 Administrator will distribute the pro rata amount of the Net Settlement Fund attributable to the
3 Eligible Record Holders by paying directly to each Eligible Record Holder an amount equal to the
4 Per-Share Recovery times the number of shares of AeroGrow common stock comprising such
5 Closing Non-Cede Record Position.

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

10 (e) If there is any balance remaining in the Net Settlement Fund six (6) months after
11 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks,
12 amounts returned by Excluded Persons who erroneously receive Settlement payments, or
13 otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement
14 Payment Recipients who received and deposited the Initial Distribution, in the same manner as the
15 Initial Distribution. If the cost of making such a further distribution or distributions is
16 unreasonably high relative to the amount remaining in the Net Settlement Fund, Class Counsel
17 may file a motion for an administrative order instructing the Administrator to distribute any
18 balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses,
19 to the Legal Aid Society of Southern Nevada. Neither the Released Parties nor their indemnitors
20 or insurers shall have any reversionary interest in the Net Settlement Fund.

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

28 **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 International, Inc. Merger Litigation Settlement

A.B. Data Group

600 A.B. Data Drive

Milwaukee, WI 53217

414-961-6400

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.

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

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

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

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

26 **WHO REPRESENTS THE CLASS?**

27 The following attorneys are Lead Counsel for the Class:

28 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 International, Inc. Merger Litigation Settlement
 A.B. Data Group

600 A.B. Data Drive
Milwaukee, WI 53217
414-961-6400
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 _____, 2026**, and sent to the Administrator at:

AeroGrow International, Inc. Merger Litigation Settlement

A.B. Data Group
c/o EXCLUSIONS
600 A.B. Data Drive
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

1 in this Action.

2 **CAN I OBJECT TO THE SETTLEMENT?**

3 Yes. If you are a Class Member, you may object to any or all of the following: the terms
4 of the Settlement, the Fee and Expense Award, Plaintiffs' request for payment of service awards
5 for representing the Class, and/or the Plan of Allocation. In order for any objection to be
6 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
_____, 2026.

7 The Court's address is Eighth Judicial District Court, Clark County, Nevada, Dept. 13, 200
8 Lewis Ave, Las Vegas, NV 89101; Class Counsel's address is Bottini & Bottini, Inc., 7817
9 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.

10 Attendance at the Settlement Fairness Hearing is not necessary; however, Persons wishing
11 to be heard orally at the Settlement Fairness Hearing are required to indicate in their written
12 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.

13 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF** 14 **FROM THE SETTLEMENT?**

15 Objecting is telling the Court that you do not like something about the proposed Settlement,
16 the Plan of Allocation, Plaintiffs' Counsel's request for the Fee and Expense Award, and/or
17 Plaintiffs' request for payment of service awards for representing the Class. You can object only
18 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.

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

20 If you are a Class Member and you do not exclude yourself from the Class, you may receive
21 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.

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

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

26 ***Released Plaintiffs' Claims***

27 "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands,
28 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.

1 **THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND**
2 **RELEASES IS ONLY A SUMMARY.** The complete terms, including the definitions of
3 “Released Parties” and “Unknown Claims” as used in the preceding paragraphs, are set forth in
4 the Stipulation (including its exhibits), which may be obtained at www._____.com or by
5 contacting Class Counsel or the Administrator as described on Page 7 above.

6 **THE SETTLEMENT FAIRNESS HEARING**

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

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

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

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

27 **INJUNCTION**

28 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 International, Inc. Merger Litigation Settlement
A.B. Data Group

1 600 A.B. Data Drive
2 Milwaukee, WI 53217
3 414-961-6400
4 www.aerogrowshareholderlitigation.com

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

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

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

12 *AeroGrow International, Inc. Merger Litigation Settlement*

13 A.B. Data Group
14 600 A.B. Data Drive
15 Milwaukee, WI 53217
16 414-961-6400
17 www.aerogrowshareholderlitigation.com

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

20 Regardless of whether you choose to complete the mailing yourself or elect to have the
21 mailing performed for you, you may obtain reimbursement for or advancement of reasonable
22 administrative costs actually incurred or expected to be incurred in connection with forwarding the
23 Notice and which would not have been incurred but for the obligation to forward the Notice, upon
24 submission of appropriate documentation to the Administrator.

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

26 DATED: _____

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

1 **KEMP JONES, LLP**

2 Nathanael R. Rulis, Esq.

3 Nevada Bar No. 11259

4 N.Rulis@kempjones.com

5 Francesca Bergeret-Simpson, Esq.

6 Nevada Bar No. 16499

7 f.bergeret-simpson@kempjones.com

8 3800 Howard Hughes Pkwy., 17th Floor

9 Las Vegas, Nevada 89169

10 (P) (702) 385-6000 (F) (702) 385-6001

11 **BOTTINI & BOTTINI, INC.**

12 Francis A. Bottini, Jr., Esq. (*pro hac vice*)

13 fbottini@bottinilaw.com

14 Aaron P. Arnzen, Esq. (*pro hac vice*)

15 aarnzen@bottinilaw.com

16 7817 Ivanhoe Avenue, Suite 102

17 La Jolla, California 92037

18 (P) (858) 914-2001 (F) (858) 914-2002

19 *Counsel for Plaintiffs*

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

22 OVERBROOK CAPITAL LLC, on Behalf
23 of Itself and All Others Similarly Situated,
24 Plaintiff,

25 vs.

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

32 Defendants.

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

Dep't. No. XIII

**SUMMARY NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

[EXHIBIT A-2]

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

3 Plaintiff,

4 vs.

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

9 - and -

10 AEROGROW INTERNATIONAL, INC.,
11 a Nevada Corporation, AGI
12 ACQUISITION SUB, INC., a Nevada
13 Corporation, SMG GROWING MEDIA,
14 INC., an Ohio Corporation, and SCOTTS
15 MIRACLE-GRO COMPANY, an Ohio
16 Corporation,

17 Defendants.
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Case No.: A-21-827745-B

1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2 **TO: ALL MINORITY SHAREHOLDERS OF AEROGROW INTERNATIONAL, INC.**
3 **WHO HELD AEROGROW STOCK AS OF THE EFFECTIVE DATE FOR THE**
4 **MERGER¹ AND HAD THE RIGHT TO RECEIVE THE MERGER**
5 **CONSIDERATION, AS WELL AS THEIR SUCCESSORS AND ASSIGNS.**

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

9 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2026, at
10 ____:____.m., before the Honorable Mark R. Denton, at the Eighth Judicial District Court, Clark
11 County, Nevada, Dept. 13, 200 Lewis Ave, Las Vegas, NV 89101, to determine whether: (1) the
12 proposed settlement (“Settlement”) of the above-captioned action as set forth in the Stipulation
13 and Agreement of Settlement dated December 10, 2025 (“Stipulation”)² for \$15,978,202.50 should
14 be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under
15 the Stipulation should be entered; (3) the Court should approve the requested Fee and Expense
16 Award to Plaintiffs’ Counsel (as defined in the Notice of Proposed Settlement of Class Action
17 (“Notice”), which is discussed below); (4) Plaintiffs should receive service awards for representing
18 the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation
19 should be approved by the Court as fair, reasonable, and adequate.

20 This Action is a shareholder class action brought on behalf of all Persons who held the
21 common stock of AeroGrow International, Inc. (“AeroGrow”) as of the Effective Date for
22 AeroGrow’s merger with SMG Growing Media, Inc. (the “Merger”), and had the right to receive
23 the Merger Consideration, against AeroGrow, The Scotts Miracle-Gro Company, and certain of
24 their current and/or former officers, directors, and subsidiaries (collectively, “Defendants”) for,
25 among other things, allegedly breaching their fiduciary duties, and aiding and abetting the breach
26 of fiduciary duties, in connection with the Merger. Defendants deny all Plaintiffs’ allegations.

27 _____
¹ The Effective Date for the Merger was February 26, 2021.

28 ² The Stipulation can be viewed and/or downloaded at www.aerogrowshareholderlitigation.com. All
capitalized terms used herein have the same meaning as set forth in the Stipulation.

1 **IF YOU HELD COMMON STOCK OF AEROGROW ON FEBRUARY 26, 2021**
2 **AND HAD THE RIGHT TO RECEIVE THE MERGER CONSIDERATION, YOUR**
3 **RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.**

4 To share in the distribution of the Settlement Fund, you need not take any action at this
5 time. Following the Effective Date, the Administrator shall distribute the Net Settlement Fund to
6 eligible class members on a per-share basis. Class Members do not have to submit a claim form
7 or take any other action in order to receive payment. If you are a member of the Class and do not
8 request exclusion therefrom, you will be bound by the Settlement and any judgment and releases
9 entered in the Action.

10 RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE
11 ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. ONLY PERSONS WHO
12 HELD SHARES OF AEROGROW COMMON STOCK AS OF THE EFFECTIVE DATE OF
13 THE MERGER AND HAD THE RIGHT TO RECEIVE CONSIDERATION FOR SUCH
14 SHARES, OTHER THAN THE EXCLUDED PERSONS AND THOSE WHO OWNED
15 DISSENTERS SHARES,³ ARE ENTITLED TO RECEIVE PROCEEDS FROM THE
16 SETTLEMENT.

17 If you have not received a copy of the Notice, which more completely describes the
18 Settlement and your rights thereunder (including your right to object to the Settlement), you may
19 obtain these documents, as well as a copy of the Stipulation (which, among other things, contains
20 definitions for the defined terms used in this Summary Notice) and other settlement documents
21 online at www.Aerogrowshareholderlitigation.com or by writing to:

22 *AeroGrow International, Inc. Merger Litigation Settlement*
23 A.B. Data Group
24 600 A.B. Data Drive
25 Milwaukee, WI 53217
26 414-961-6400

27

³ "Dissenters Shares" means the shares of AeroGrow stock as to which dissenters' rights in connection with
28 the Merger were properly exercised by those AeroGrow shareholders pursuant to NRS Chapter 92A.300-500 and who
 are respondents in the matter captioned *AeroGrow International, Inc. v. Quadre Investments, L.P., et al.*, Case No. A-
 21-836612-B.

1 Inquiries should NOT be directed to Defendants, Defendants' Counsel, the Court, or the
2 Clerk of the Court. Inquiries, other than requests for the Notice or for a Proof of Claim, may be
3 made to Class Counsel:

4 BOTTINI & BOTTINI, INC.
5 Francis A. Bottini, Jr.
6 7817 Ivanhoe Avenue, Suite 102
7 La Jolla, CA 92037
8 Telephone: (858) 914-2001

9 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A
10 REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY _____**,
11 **2026**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF
12 THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE SETTLEMENT
13 CLASS WILL BE BOUND BY THE SETTLEMENT.

14 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
15 SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS'
16 COUNSEL FOR THE FEE AND EXPENSE AWARD, AND/OR THE PAYMENT OF SERVICE
17 AWARDS TO PLAINTIFFS FOR REPRESENTING THE CLASS. ANY OBJECTIONS MUST
18 BE FILED WITH THE COURT AND SENT TO CLASS COUNSEL AND DEFENDANTS'
19 COUNSEL BY _____, **2026**, IN THE MANNER AND FORM EXPLAINED IN THE
20 NOTICE.

21 DATED: _____

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

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Overbrook Capital, LLC,
7 Plaintiff(s)

CASE NO: A-21-827665-B

8 vs.

DEPT. NO. Department 13

9 Aerogrow International, Inc.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 12/18/2025

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