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20     *Counsel for Plaintiffs*

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

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

25     Plaintiff,

26     vs.

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

33     Defendants.

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

35     Dept. No.: XIII

36     **ORDER PRELIMINARILY APPROVING**  
37     **SETTLEMENT AND PROVIDING FOR**  
38     **NOTICE NOTICE**

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

Case No.: A-21-827745-B

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.

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”),<sup>1</sup> 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

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

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38 <sup>1</sup> All capitalized terms used herein have the meanings as defined in the Stipulation.

1           2.     A Settlement Fairness Hearing is hereby scheduled to be held on **April 29, 2026 at**  
2 **9:00 a.m.**  
2 ~~**10:00 a.m./p.m.**~~, before the Hon. Mark R. Denton, Eighth Judicial District Court, Clark County,  
3 Nevada, Dept. 13, 200 Lewis Ave, Las Vegas, NV 89101, for the following purposes:

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

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

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

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

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

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

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

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

24           5.     The Court approves the appointment of A.B. Data, Ltd. as the Administrator to  
25 supervise and administer the notice procedure in connection with the proposed Settlement as well  
26 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](http://www.aerogrowshareholderlitigation.com) website.

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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.

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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.

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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

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**

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

25           Plaintiff,

26           Dep't. No. XIII

27           vs.

28           **NOTICE OF PROPOSED SETTLEMENT OF**  
29           **CLASS ACTION**

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

36           Defendants.

37           [EXHIBIT A-1]

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

Case No.: A-21-827745-B

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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## 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.

## 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

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

<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.

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  
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.

26 Five separate motions for summary judgment were filed, briefed, argued, and decided by  
27 the Court in March 2025. The Court granted the motion for summary judgment filed by  
28 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.

29 Plaintiffs also retained two expert witnesses: Mr. Gil Matthews and Professor Ben  
30 Edwards. Defendants retained four experts: Professor Shane Johnson, Dr. Laura Simmons, Jan  
31 Kniffen, and Robert Kim. Following depositions of the experts, each side filed motions to exclude  
32 the other side’s expert(s) from testifying at trial. Those motions remained pending at the time the  
33

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  
diligently preparing for trial.

4 On October 4, 2022, Class Counsel and counsel for Defendants participated in a full-day  
5 mediation before the Hon. Layn Phillips (Ret.) of Phillips ADR to attempt to settle the Action.  
6 Prior to the mediation, the Parties prepared and submitted detailed mediation statements setting  
7 forth their respective positions on the merits and damages. Although the parties negotiated in good  
8 faith, no settlement was reached and litigation continued. Three years later, in September 2025,  
9 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.

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

11 You are a Class Member if you held AeroGrow stock as February 26, 2021, which was the  
12 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,  
13 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,  
14 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  
15 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  
16 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  
17 matter captioned *AeroGrow International, Inc. v. Quadre Investments, L.P. et al.*, Case No. A-21-  
836612-B (the "Dissenters Rights Action").

18 **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.**

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

24 The Settlement, if approved, will result in a cash settlement fund of \$15,978,202.50  
25 ("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  
26 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  
27 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"),

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  
19 DISTRIBUTION OF THE SETTLEMENT FUND?**

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

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 [www.aerogrowshareholderlitigation.com](http://www.aerogrowshareholderlitigation.com)

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

27 The Stipulation may be terminated under several circumstances outlined in it. If the  
28 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 International, Inc. Merger Litigation Settlement*  
A.B. Data Group

600 A.B. Data Drive  
Milwaukee, WI 53217  
414-961-6400  
[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 \_\_\_\_\_, 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  
7 the Court and send a copy to Plaintiffs' Counsel and the Settling Defendants' Counsel by  
8 \_\_\_\_\_, 2026.

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

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

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

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

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

27 If you are a Class Member and you do not exclude yourself from the Class, you may receive  
28 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.

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

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

34 ***Released Plaintiffs' Claims***

35 "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands,  
36 damages, losses, judgment matters, issues, claims (including "Unknown Claims" as defined  
37

1 below), and causes of action of every nature and description whatsoever that have been or could  
2 have been asserted in the Action or could in the future be asserted in any forum, whether known  
3 or unknown, whether arising under federal, state, or common law, relating to AeroGrow or  
4 AeroGrow's Merger with SMG Growing Media, Inc., including all such claims and causes of  
5 action that Plaintiffs (i) asserted in the FACC filed in the Action on June 28, 2021, or (ii) asserted  
6 or could have asserted in the FACC or in any complaint filed in any case ultimately consolidated  
7 in the Action or in any other forum that are based on the same set of operative facts as those set  
8 forth in the FACC, except for claims relating to the enforcement of the Settlement. "Released  
9 Claims" do not include any claims to enforce this Stipulation, any claims by Defendants for  
10 insurance coverage, and the appraisal claims asserted in *AeroGrow International, Inc. v. Quadre*  
11 *Investments, L.P., et al.*, Case No. A-21-836612-B, and any demands, losses, rights, and causes  
12 of action of any nature whatsoever that any Released Party may have against Class Members who  
13 timely and validly exclude themselves from the Settlement.

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

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

26 "Unknown Claims" means (i) any and all claims and potential claims against the Released  
27 Parties which Plaintiffs or any Settlement Class Member do not know or suspect to exist in their,  
28 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:

29  
30       A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
31 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
32 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM  
33 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
34 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.\\_\\_\\_\\_\\_com](http://www._____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 \_\_\_\_\_, 2026, at 1:30 p.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.

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

600 A.B. Data Drive  
Milwaukee, WI 53217  
414-961-6400  
[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 International, Inc. Merger Litigation Settlement*

A.B. Data Group  
600 A.B. Data Drive  
Milwaukee, WI 53217  
414-961-6400  
[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 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:

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

**KEMP JONES, LLP**  
Nathanael R. Rulis, Esq.  
Nevada Bar No. 11259  
[N.Rulis@kempjones.com](mailto:N.Rulis@kempjones.com)  
Francesca Bergeret-Simpson, Esq.  
Nevada Bar No. 16499  
[f.bergeret-simpson@kempjones.com](mailto:f.bergeret-simpson@kempjones.com)  
3800 Howard Hughes Pkwy., 17th Floor  
Las Vegas, Nevada 89169  
(P) (702) 385-6000 (F) (702) 385-6001

**BOTTINI & BOTTINI, INC.**  
Francis A. Bottini, Jr., Esq. (*pro hac vice*)  
[fbottini@bottinilaw.com](mailto:fbottini@bottinilaw.com)  
Aaron P. Arnzen, Esq. (*pro hac vice*)  
[aarnzen@bottinilaw.com](mailto:aarnzen@bottinilaw.com)  
7817 Ivanhoe Avenue, Suite 102  
La Jolla, California 92037  
(P) (858) 914-2001 (F) (858) 914-2002

*Counsel for Plaintiffs*

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

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

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

Dep't. No. XIII

vs.

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

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

[EXHIBIT A-2]

## Defendants.

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25  
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27  
28

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

Case No.: A-21-827745-B

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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## NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

**TO: ALL MINORITY 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.

YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_\_, 2026, at  
8  
9 \_\_\_\_\_:\_\_\_\_\_.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, to determine whether: (1) the  
10 proposed settlement (“Settlement”) of the above-captioned action as set forth in the Stipulation  
11 and Agreement of Settlement dated December 10, 2025 (“Stipulation”)<sup>2</sup> for \$15,978,202.50 should  
12 be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under  
13 the Stipulation should be entered; (3) the Court should approve the requested Fee and Expense  
14 Award to Plaintiffs’ Counsel (as defined in the Notice of Proposed Settlement of Class Action  
15 (“Notice”), which is discussed below); (4) Plaintiffs should receive service awards for representing  
16 the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation  
17 should be approved by the Court as fair, reasonable, and adequate.

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

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

<sup>27</sup> <sup>28</sup> 2 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.

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

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

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 CONSIDERATION FOR SUCH SHARES, OTHER THAN THE EXCLUDED PERSONS AND THOSE WHO OWNED DISSENTERS SHARES,<sup>3</sup> ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

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

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

<sup>3</sup> “Dissenters Shares” means the shares of AeroGrow stock as to which dissenters’ rights in connection with 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.

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

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

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

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

DATED:

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

1 CSERV

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3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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6 Overbrook Capital, LLC,  
Plaintiff(s)

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CASE NO: A-21-827665-B

DEPT. NO. Department 13

vs.

Aerogrow International, Inc.,  
Defendant(s)

**AUTOMATED CERTIFICATE OF SERVICE**

This automated certificate of service was generated by the Eighth Judicial District 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:

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