

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Case No. 3:24-CV-896-SCR-UMJ**

ROBIN ALLEN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HUSQVARNA PROFESSIONAL PRODUCTS
INC.,

Defendant.

**FINAL APPROVAL ORDER AND
JUDGMENT**

ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF SETTLEMENT

The Court having held a Final Approval Hearing on February 25, 2026, at 1:00 p.m., at the United States District Court for the Western District of North Carolina, United States Courthouse, 401 West Trade Street, Courtroom 5B, Charlotte, NC 28202, and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Approval Order and Judgment and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members. Venue is proper in this Court.
2. This Final Approval Order and Judgment incorporates and makes a part hereof:
(a) the Settlement Agreement dated August 13, 2025, including the definitions in the Settlement Agreement and (b) the Notices attached as Exhibits thereto, respectively, all of which were filed

with the Court on January 5, 2026. All terms used in the Order have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as: all current and former purchasers and owners in the United States (including all territories) of Class Products, as defined in the Settlement, that purchased or owned the Class Products that were purchased on or before November 13, 2023, and who did not request to be excluded from (or opt out) of this Settlement (the “Settlement Class”). Excluded from the Settlement Class are all purchasers/owners as described above who have already had Recall 24-113 performed on their Class Product on or before October 3, 2025, purchasers/owners who purchased a Class Product for resale, Husqvarna, any entity in which Husqvarna has a controlling interest, any officer or director of Husqvarna, any judge to whom the Litigation is assigned, and any person who has resolved or otherwise released their claims in a separate written agreement with Husqvarna as of the date of the Settlement.

4. Class Representative. Robin Allen is hereby appointed, for settlement purposes only, as representative for the Settlement Class for purposes of Rule 23 of the Federal Rules of Civil Procedure.

5. Class Counsel. The law firms of Smith Krivoshey, PC and Milberg Coleman Bryson Phillips Grossman, PLLC are hereby appointed, for settlement purposes only, as counsel for the Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

6. Class Notice. The Court finds that the dissemination of Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonable calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting

a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including Releases to be provided thereunder); (v) Named Plaintiff's application for the payment of an incentive award; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiff); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notices to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

7. Class Action Fairness Act Notice. The notice to government officials, as given, complied with 28 U.S.C. § 1715.

8. Objections. The Court has received no objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure.

9. Final Approval and Dismissal of Claims. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the consideration provided for in the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendant in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. Plaintiff faced risks on the merits of her claims, and the value provided pursuant to the Settlement Agreement compares favorably to the strength of Plaintiff's claims on the merits, given those risks. Specifically, the Court finds that, pursuant to Rule 23(e)(2), (A) Named Plaintiff and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm's length; (C) the relief provided for the Settlement Class is fair, reasonable and adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of

processing Settlement Class Member claims; (iii) the terms of the proposed award of attorneys' fees and reimbursement of costs and other expenses, as well as the Service Award to the Named Plaintiff; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

10. Dismissal with Prejudice. The Action is hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

11. Binding Effect. The terms of the Settlement Agreement and of this Final Approval Order and Judgment shall be forever binding on Defendant, Named Plaintiff, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their respective successors and assigns.

12. Opt Outs. Jakob Bickford and Ronald Siebert submitted timely and proper Requests for Exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Final Approval Order and Judgment.

13. Releases. The Releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Final Approval Order and Judgment, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Named Plaintiff and each and every member of the Settlement Class shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Final Approval Order and Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Final Approval Order and Judgment.

14. Future Prosecutions Barred. The Named Plaintiff and all Class Members are

hereby barred and permanently enjoined from instituting, asserting or prosecuting any or all of the Released Claims against any of the Released Parties.

15. No Admission of Liability. The Settlement, this Final Approval Order and Judgment, and the fact of the Settlement do not constitute admissions or concessions by Defendant of any fault, wrongdoing or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant or any of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

16. Retention of Jurisdiction. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, consummation and enforcement of the Settlement; (b) the administration of this Settlement; and (c) the Settlement Class Members for all matters relating to the Action.

17. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees and costs in the amount of \$550,000. Such amounts shall be paid by Defendant pursuant to and consistent with the terms of the Settlement.

18. Service Payments. Named Plaintiff is awarded an incentive award in the amount of \$2,000 and such amounts shall be paid by Defendant pursuant to and consistent with the terms of the Settlement Agreement.

19. Modification of the Agreement of Settlement. Upon application and prior approval from the Court, Named Plaintiff, by and through Class Counsel, and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Settlement

Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Final Approval Order and Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Upon application and prior approval from the Court, Named Plaintiff, by and through Class Counsel, and Defendant may agree to reasonable extensions of time to carry out any of the provision of the Settlement Agreement.


20. Jurisdiction. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions pursuant to the Settlement; (b) the Action, until the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement Agreement and the Settlement.

21. Termination of Settlement. If the Effective Date does not occur, certification shall be automatically vacated and this Final Order, the Final Order Approving Attorneys' Fees and Expenses and Incentive Awards, and the accompanying Final Judgment, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

22. Entry of Final Judgment. By incorporating the Settlement Agreement's terms herein, the Court determines that this Final Approval Order and Judgment complies in all respects with Federal Rules of Civil Procedure. There is no just reason to delay the entry of this Final Approval Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED.

Signed: March 3, 2026



Susan C. Rodriguez
United States District Judge

