

## **Settlement Agreement and Release**

This Class Action Settlement Agreement and Release (“Settlement Agreement”), dated as of the date of the last signature below, is made and entered into between and among (1) Robin Allen (“Plaintiff” or “Settlement Class Representative”), on behalf of herself and as the representative of the Settlement Class (defined below) (collectively referred to as “Settlement Class Members”); and (2) Defendant Husqvarna Professional Products, Inc. (“Husqvarna”), on the other hand, (collectively with the Named Plaintiff, the “Parties”), by and through its undersigned counsel, to fully and finally settle and resolve the case of *Robin Allen v. Husqvarna Professional Products, Inc.*, Case No. 3:24-cv-896-FDW-SCR, United States District Court for the Western District of North Carolina, Charlotte Division, filed on October 9, 2024 (referred to herein as the “Litigation”) and to effect dismissal with prejudice of all the Released Claims (defined below) asserted against Husqvarna on terms set forth herein, subject to the final approval of the Court. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims.

### **I. Factual Background and Recitals**

**A.** Plaintiff is the proposed class representative in the Litigation.

**B.** Plaintiff alleged, among other things, that Husqvarna’s voluntary recall initiated with the United States Consumer Product Safety Commission (“CPSC”) on February 8, 2024, regarding certain models of its gas-powered grass trimmers (“Recall 24-113”) was deficient. Recall 24-113 pertained to the following models of gas trimmers: model numbers 330LK (SKU #s: 970514501; 970514502; 970514503; 970514504; 970545001); 130C (SKU #s: 970514301; 970514302; 970514303; 970694601; 970694701); and 130L (SKU #s: 970514401; 970514402; 970514403; 970694801; 970694901).

**C.** On March 27, 2025, and April 16, 2025, the Parties conducted in-person, formal private mediation sessions with the Honorable Gerald E. Rosen (ret.) of JAMS, and conducted additional informal mediation sessions and communications with Judge Rosen that resolved the principal material terms of the Parties' settlement, followed by additional mediated negotiations with Judge Rosen concerning attorneys' fees and a service award, and now wish to fully and finally resolve the Litigation.

**D.** Husqvarna denies all the allegations in the Litigation, denies that it has engaged in any wrongdoing, denies that Plaintiff's claims are meritorious, and denies that it is legally responsible or liable to Plaintiff or any Settlement Class Member or Class Product purchaser or owner, as defined herein, for any of the matters asserted in this Litigation.

**E.** The Parties agree that neither this Settlement Agreement nor the settlement it represents shall be construed as an admission by Husqvarna of any wrongdoing whatsoever, including an admission of a violation of any statute or law, or of liability on the claims or allegations in the Litigation.

**F.** The Parties agree and understand that neither this Settlement Agreement nor the settlement it represents shall be construed or admissible as an admission by Husqvarna in the Litigation or any other proceedings that the Plaintiff's claims, or similar claims, are or would be viable or suitable for class treatment if the Litigation proceeded through both litigation and trial.

**G.** Husqvarna does not believe that Plaintiff's claims are meritorious or that contested certification of any proposed class for trial purposes would be proper under Federal Rule of Civil Procedure 23 and denied and continues to deny that it is legally responsible to Plaintiff or any Settlement Class Member or Class Product purchaser or owner for any of the claims or allegations asserted in the Litigation, but it has concluded that the Settlement is desirable to avoid the time,

expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all claims of Plaintiff and Settlement Class Members for relief relating to the Class Products.

**H.** Class Counsel (defined below) are experienced in this type of class litigation, and therefore recognize the costs and risks of prosecution of this Litigation and believe that it is in the interest of all Settlement Class Members to resolve this Litigation as set forth in this Settlement Agreement.

**I.** The Plaintiff and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits of the Litigation, and believe that, after considering all of the facts and circumstances, the proposed settlement set forth in this Settlement Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

**J.** This Settlement Agreement is the result of significant arm's-length settlement negotiations that have taken place between the Parties, including with the assistance of Judge Rosen, a neutral and experienced mediator who is a retired federal judge (E.D. Mich.).

**K.** It is hereby stipulated and agreed, by and between the Parties and their counsel, as follows:

## **II. Definitions**

**A.** **“Attorneys’ Fees and Expenses”** means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Action and the Settlement, as described more particularly below.

**B. “Authorized Claimant”** means a member of the Class who timely submits a Valid Claim in accordance with the terms of this Agreement.

**C. “Authorized Husqvarna Dealer/Center”** means those dealers and centers that Husqvarna has identified and authorized to perform repairs on the Class Products, a listing or directory of which can be found on the “Settlement Website” (*see* Section II.LL below).

**D. “Claim”** means the timely submission of the required Claim Form and proof by which a Settlement Class Member seeks to claim the voucher benefits available under this Settlement Agreement.

**E. “Claim Deadline”** means the final time and date by which a valid Claim Form must be postmarked or received by the Settlement Administrator for a Class Member to be eligible for the vouchers contemplated in this Agreement. The Claim Deadline shall be clearly set forth in the Court order granting preliminary approval of the Settlement, the Long-Form Notice and Short-Form Notice, on the Settlement Website, and on the front page of the Claim Form.

**F. “Claim Form”** means the proof of claim and release form(s) attached hereto as Exhibit 1, the format of which may be modified to meet the requirements of the Settlement Administrator and/or the Court, to be submitted by Class Members seeking to recover the voucher settlement consideration pursuant to Section IV.A.2 of this Agreement. The Claim Form will require submission of: the Class Member’s name, address, and email (where available); the product’s SKU and Serial Number (SN); the Husqvarna-authorized repair facility where the repair was performed; the date of original purchase of the Class Product; and the Class Member’s preferred means of receiving any voucher to be issued by the Settlement Administrator once a Claim is approved and following Final Approval of the Settlement by the Court.

**G. “Claims Period”** means the time period during which a Settlement Class Member may submit a Claim Form, which period shall be 90 days from the date Class Notice is disseminated.

**H. “Class Counsel”** means Smith Krivoshey PC and Milberg Coleman Bryson Phillips Grossman, PLLC.

**I. “Class Notice”** means the forms and methods of notice to be provided to the Settlement Class as provided herein and directed by the Court, to be facilitated by the Settlement Administrator. The date Class Notice issues, as referenced throughout herein, refers to the first date any form of Class Notice issues by any means. Class Notice will be issued by Long-Form Notice, Short-Form Notice, by publication, by website, and by social media.

**J. “Class Products”** means Husqvarna gas-powered grass string trimmers model numbers 330LK (SKU #s: 970514501; 970514502; 970514503; 970514504; 970545001); 130C (SKU #s: 970514301; 970514302; 970514303; 970694601; 970694701); and 130L (SKU #s: 970514401; 970514402; 970514403; 970694801; 970694901), sold on or before November 13, 2023.

**K. “Complaint”** means the operative complaint filed on October 9, 2024, in the Litigation.

**L. “Court”** shall mean the United States District Court for the Western District of North Carolina.

**M. “CPSC”** means the United States Consumer Product Safety Commission.

**N. “Effective Date”** means the date when all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by the Parties and their counsel; (2) orders have been entered by the Court certifying a Settlement Class, granting preliminary

approval of this Settlement Agreement and approving the form of Notice and Claim Forms, all as provided herein; (3) the Court-approved Notice has been disseminated as ordered by the Court; (4) the Court has entered a Final Order and Judgment (as defined below) finally approving this Settlement Agreement; and (5) the Final Order and Judgment has become final and is no longer subject to any review or appeal.

**O. “Final Approval Hearing”** means the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed settlement and whether the settlement should be finally approved by the Court.

**P. “Final Order and Judgment”** means the Court order that approves this Settlement Agreement, which shall be proposed without material alteration from Exhibit 5 attached hereto.

**Q. “Husqvarna”** means Husqvarna Professional Products, Inc., and its predecessors, successors, affiliates, subsidiaries, parent, assigns, directors, officers, agents, dealers, suppliers, attorneys, representatives, and employees.

**R. “Husqvarna’s Counsel”** means Robert L. Wise, Jennifer W. Winkler, Mary T. Novacheck, Emily M. Plunkett, and the law firm of Nelson Mullins Riley & Scarborough, LLP.

**S. “Litigation”** means the action captioned: *Robin Allen v. Husqvarna Professional Products, Inc.*, Case No. 3:24-cv-896-FDW-SCR, in the Western District of North Carolina (the “Litigation”), filed on October 9, 2024.

**T. “Long-Form Notice”** means the long-form notice of settlement, substantially in the form attached hereto as Exhibit 2.

**U. “Notice Date”** means the first date upon which the Class Notice is disseminated, per the Court’s Order granting Preliminary Approval.

V. **“Objection Deadline”** means the date, to be set by the Court, by which Class Members must file objections, if any, to the Preliminary Approval Order on the Class Action Settlement, in accordance with this Agreement. The Parties shall request that the Court set an Objection Deadline coinciding with the Opt-Out Date.

W. **“Opt-Out Date”** means the date, to be set by the Court, by which a Request for Exclusion must be sent to Settlement Administrator for a Settlement Class Member to be excluded from the Settlement Class. The Parties shall request that the Court set an Opt-Out Date coinciding with the Objection Deadline.

X. **“Parties”** means, collectively, Husqvarna and the Plaintiff.

Y. **“Plaintiff”** means Robin Allen.

Z. **“Preliminary Approval Order”** means the order, substantially in the form attached hereto as Exhibit 4, conditionally certifying, for settlement purposes only, the Class; appointing Plaintiff’s Counsel as counsel for the Class; setting the date of the Fairness Hearing; preliminarily approving this Agreement; approving the Class Notice program and Claim Form; and setting dates for the Claim Deadline, Opt-Out Date, Objection Deadline, and Notice Date.

AA. **“Recall 24-113”** means the recall of Class Products that Husqvarna commenced in or around February 2024 in cooperation with the CPSC, as described on Husqvarna’s website as of February 8, 2024, at <https://www.husqvarna.com/us/discover/news-and-media/grass-trimmer-recall>. The Recall may continue in Husqvarna’s discretion after the Claim Deadline.

BB. **“Released Claims”** means any and all claims, actions, causes of action, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, of any kind whatsoever, including but not limited to

tort claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal law, state law, common law, or local law, which the Plaintiff and/or any Settlement Class Member had, have, or may in the future have, with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences relating to or arising out of the alleged claims as asserted, or as could have been asserted, in the Litigation or any other proceedings, and that are based on the same or similar factual predicate asserted in the Complaint, including via the use of a class action procedural device by the Plaintiff and/or Settlement Class Members whether at law or equity, against Husqvarna and all the Releasees for injunctive relief, declaratory relief, and economic injury or damages. The Released Claims do not include claims for personal injury or wrongful death, nor for any property damage to other property (i.e., to property other than the Class Product itself).

**CC. "Releasees"** means Husqvarna, all designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, resellers, repairers and servicers of the Class Products and each of their component parts and systems, all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons' and entities' attorneys, insurers, trustees,



vendors, contractors, heirs, executors, administrators, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives.

**DD. “Releasing Parties”** means Plaintiff and all Settlement Class Members, and any person claiming by or through each Settlement Class Member, including but not limited to spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, administrators, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, or affiliates.

**EE. “Request for Exclusion”** means the written communication that must be sent to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Class, in the form or format as prescribed by the Court.

**FF. “Service Award”** means a monetary award to compensate the Plaintiff for efforts undertaken by her on behalf of the Settlement Class.

**GG. “Settlement”** means the settlement contemplated by this Settlement Agreement, including all attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference).

**HH. “Settlement Administrator” or “RG/2”** means RG/2 Claims Administration LLC.

**II. “Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator assisting with the implementation of this Agreement, which shall primarily result from administering the notice program and processing any claims made by Class Members.

**JJ. “Settlement Agreement”** means this Class Action Settlement Agreement and Release.

**KK. “Settlement Class” or “Settlement Class Member”** means all current and former purchasers and owners in the United States (including all territories) of Class Products, as defined above, to include only those products purchased on or before November 13, 2023), who are not excluded (*see* Section III.B) and who do not request to be excluded from (or opt out) of this Settlement (*see* Section E).

**LL. “Settlement Website”** means the website dedicated to this Settlement, found at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com).

**MM. “Short-Form Notice”** means the summary or short-form notice of settlement, substantially in the form attached hereto as Exhibit 3.

### **III. Settlement Class**

**A.** The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows: “All current and former purchasers and owners in the United States of America (including all territories) of the Class Products,” (with Class products, as defined above, to include only those products purchased on or before November 13, 2023).

**B.** The following are excluded from the Settlement Class:

- 1.** All purchasers/owners as described above who have already had Recall 24-113 performed on their Class Product on or before the date Class Notice issues;
- 2.** All purchasers/owners who purchased a Class Product for resale;
- 3.** Husqvarna;
- 4.** Any entity in which Husqvarna has a controlling interest;
- 5.** Any officer or director of Husqvarna;
- 6.** Any Judge to whom the Litigation is assigned; and

7. Any person who has resolved or otherwise released their claims, in a separate written agreement with Husqvarna, as of the date of the settlement.

C. Solely for the purposes of implementing this Settlement Agreement and effectuating the Settlement, Husqvarna stipulates:

1. To the Court entering the Preliminary Approval Order certifying the Settlement Class, appointing Plaintiff as representative of the Settlement Class, and appointing Plaintiff's Counsel to serve as Class Counsel for the Settlement Class; and

2. That Plaintiff and Class Counsel are adequate representatives of and counsel for the Settlement Class.

D. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate that RG/2 will be appointed as Settlement Administrator, subject to the Court's approval.

#### IV. Settlement Consideration

A. In exchange for the Released Claims as provided herein, and the ultimate dismissal of the Litigation, Husqvarna agrees to provide the following consideration to the Settlement Class:

1. **Warranty Extension:**

- (i) A one-year extension of the limited product warranty (the "Warranty Extension") on all Class Products that are returned to and have completed by an Authorized Husqvarna Dealer/Center the repair/replacement of their ignition module in their Class Product, per Recall 24-113, provided said repair/replacement is performed after the date Class Notice issues and the unit is delivered to an Authorized Husqvarna Dealer/Center for said repair/replacement within 1 year of the date Class Notice issues. This Warranty Extension (i) will warrant a Class Product on the same terms as the warranty granted by Husqvarna at the time of

initial sale (the “Warranty”), as set forth in Exhibit 6 hereto, and (ii) will run from the expiration of any already existing Warranty term as a result of the initial sale or extended on the terms set forth in Exhibit 6 hereto, or in the case of any warranty that will have expired as of the date of Preliminary Approval, from the date of Preliminary Approval of the Settlement.

(ii) A three-year extension of the limited product Warranty specifically for parts and labor only on the ignition module and only on all Class Products that are returned to and have completed by an Authorized Husqvarna Dealer/Center the repair/replacement of their ignition module in their Class Product, per Recall 24-113, provided said repair/replacement is performed after the date Class Notice issues and the unit is delivered to an Authorized Husqvarna Dealer/Center for said repair/replacement within 1 year of the date Class Notice issues, with the extended warranty on the ignition module to run from the expiration of any already existing Warranty term as to that component as a result of the initial sale or extended on the terms set forth in Exhibit 6 hereto, or in the case of any warranty that will have expired as of the date of Preliminary Approval, from the date of Preliminary Approval of the Settlement.

2. **Vouchers:** One \$45 voucher to each Class Member (one voucher per product unit) who returns and has completed the repair/replacement of their ignition module in their Class Product by an Authorized Husqvarna Dealer/Center, per Recall 24-113, provided said repair/replacement is performed after the date Class Notice issues and the unit is delivered to an Authorized Husqvarna Dealer/Center for said repair/replacement within the 90-day Claims Period, and submits a timely and valid Claim to be verified by the Settlement Administrator. Said vouchers will be transferable and usable with other Husqvarna promotions, incentives, vouchers, or coupons, will have an expiration date of three years from the date the voucher is issued, will be redeemable against any products within the Husqvarna product lines available for purchase from

the place where the voucher is presented for use, and will be redeemable at the point of purchase at any Authorized Husqvarna Dealer/Center (a listing or directory of which can be found on the “Settlement Website”), or with Husqvarna online.

**3. Settlement Consideration Estimated Valuation:** The Settlement Consideration expressed in subparts IV.A.1 and IV.A.2 above is estimated to have a combined potential value, based on all Class Members being eligible to avail themselves of this relief as provided in subparts IV.A.1 and IV.A.2 above, of at least \$5 million (USD).

**4. Husqvarna’s Obligations Under Recall 24-113:** Any obligations by Husqvarna under Recall 24-113 shall not be affected by the Settlement.

**B.** The Settlement will be contingent upon the Court approving (both preliminarily and finally) the Settlement Class and this Settlement Agreement.

## **V. Notice and Settlement Administration**

**A.** The Parties agree that, subject to the approval of the Court, RG/2 shall serve as Settlement Administrator to administer specific components of the settlement, including providing Notice and processing Claim Forms.

**B.** Husqvarna shall be responsible for all costs of Notice and settlement administration. Plaintiff, Settlement Class Members, and Class Counsel shall not be responsible for any costs associated with Notice or settlement administration.

**C.** In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Settlement Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general or responsible state official of each jurisdiction in which a Settlement Class Member resides.

**D.** Following the entry of the Preliminary Approval Order and the Court's appointment of the proposed Settlement Administrator, the Settlement Administrator shall disseminate the Class Notice as specified in the Preliminary Approval Order and in this Section, to comply with all applicable laws and requirements, including, but not limited to, the Due Process Clause of the United States Constitution. The Settlement Administrator shall develop a notice and claims administration program, subject to the approval of the Parties and the Court, designed to achieve at least 80% reach of Class Notice of this Settlement to the Settlement Class as defined above in Section III.A. The Settlement Administrator shall submit a declaration under the penalty of perjury attesting that the Class Notice was designed and intended to achieve at least 80% reach of Class Notice of this Settlement to the Settlement Class as defined above in Section III.A.

**E.** The settlement notice will include information that the Class Products are under recall and should not be used without a free repair.

**F. Direct Notice:** The notice program shall include direct notice to people who are identified in Husqvarna's records as a Class Product purchaser, and for whom Husqvarna has contact information.

**G. Long-Form Notice:** The Long-Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 2, and shall be made available on the Settlement Website, and to Settlement Class Members requesting a hard copy from the Settlement Administrator. The Long-Form Notice will conform to the following requirements:

**1. General Terms:** The Long-Form Notice shall contain a plain and concise description of the nature of the Litigation and the proposed Settlement, including information on the definition of the Class, the identity of eligible Class Members, how the proposed Settlement

would provide relief to Class Members, what claims are released under the proposed Settlement, and other relevant information.

2. **Opt-Out Rights:** The Long-Form Notice shall inform Settlement Class Members that they have the right to opt out of the Settlement. The Long-Form Notice, to be found on the Settlement Website, shall provide the deadlines and procedures for exercising this right.

3. **Objection to Settlement:** The Long-Form Notice, to be found on the Settlement Website, shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Final Approval Hearing. The Class Notice shall provide the deadlines and procedures for exercising these rights.

4. **Fees and Expenses:** The Long-Form Notice shall inform Settlement Class Members about the amounts being sought by Class Counsel as Attorneys' Fees and Expenses and Plaintiff's Service Award.

5. **Claim Form:** The Long-Form Notice and Settlement Website shall include the Claim Form, which shall inform Settlement Class Members that they must fully complete and timely return the Claim Form prior to the Claim Deadline to be eligible to obtain a voucher.

**H. Short-Form Notice:** Upon the Notice Date, the Settlement Administrator shall issue the Short-Form Notice, in the form substantially similar to Exhibit 3, in accordance with the notice plan to any Class Members for whom the Administrator has contact information by either a physical address or email address.

**I. Settlement Website:** No later than the Notice Date, the Settlement Administrator shall establish and cause to be published the "Settlement Website." The Settlement Website will allow Settlement Class Members to submit Claim Forms online and will contain information relevant to Settlement Class Members, including but not limited to all applicable deadlines, the

Agreement, Class Notice, a downloadable Claim Form, instructions on the Claim process as outline in Exhibit 7, all papers filed by the Parties in support of this Agreement (including Plaintiff's anticipated motion for Attorneys' Fees and Expenses), orders of the Court pertaining to this Agreement, and contact information for reaching the Settlement Administrator. The website shall be rendered inactive either: (1) one hundred fifty (150) days after the Effective Date; or (2) thirty (30) days after the date on which the Settlement is terminated or otherwise not approved by the Court. Settlement Administration Expenses include the costs associated with maintenance of the Settlement Website.

**J. Reminder Notice:** Thirty (30) days before the Claims Period ends, the Settlement Administrator will send an email to the Settlement Class Members who have not yet submitted a Claim and for whom the Settlement Administrator has obtained email addresses reminding them of the deadline to submit a Claim.

## **VI. Settlement Approval Process**

**A. Preliminary Approval of Settlement.** Promptly after the execution of this Settlement Agreement, Plaintiff shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order.

**B. Final Order and Judgment.** If this Settlement Agreement is preliminarily approved by the Court, Plaintiff shall present a motion requesting that the Court issue a Final Order and Judgment directing the entry of judgment pursuant to Federal Rule of Civil Procedure 54(b).

**C. Class Counsel's Fees and Expenses Award.** Husqvarna agrees to pay up to, but not more than, and will not oppose a request for, attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$550,000.00. Class Counsel will petition the Court for an award of attorneys' fees, costs, and expenses not to exceed this amount, as provided for in



the Preliminary Approval Order. This motion is to be filed at least 14 days before the Objection Deadline. Any attorneys' fees, costs, and expenses awarded by the Court to Settlement Class Counsel shall be payable within 60 days after the later of the Effective Date or the date of entry of the Court's order awarding attorneys' fees, costs, and expenses, including final termination or disposition of any appeals relating thereto.

**D. Service Award for Named Plaintiff.** Husqvarna agrees to pay a reasonable service award to the Named Plaintiff, as approved by the Court and as consistent with the provisions of this Settlement Agreement. Specifically, the Parties agree that Husqvarna shall pay a service award of no more than as follows: \$2,000 to Robin Allen.

**E. Objections and Requests for Exclusion (or Opt Out).**

**1.** The Parties agree to ask the Court to require any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Settlement to file any objection via the Court's electronic filing system (if represented by counsel) or to send the objection to the Settlement Administrator and mail a copy to Husqvarna's Counsel and Class Counsel via first-class postage prepaid mail. Objections must be filed electronically or postmarked not later than a date to be set by the Court, which date the Parties shall ask the Court to set 60 days after the Notice Date. Any objecting Settlement Class Member must:

(i) Set forth his, her, or its full name, current address, and telephone number;

(ii) If the individual is represented by counsel, the name and telephone number of counsel, and if counsel intends to submit a request for fees, all factual and legal support for that request;

(iii) Identify the date of purchase, SKU, and serial number for his, her, or its Class Product;

(iv) State that the objector has reviewed the Settlement Class definition and understands that he, she, or it is a Settlement Class Member, as well as provide written proof establishing that he, she, or it is a Settlement Class Member;

(v) A written statement of the objection(s) which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention;

(vi) Provide copies of any documents the objector wants the Court to consider; and

(vii) A statement as to whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, the identity of any witnesses the objector may call to testify, a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, and true and correct copies of such exhibits.

2. In addition, any Settlement Class Member objecting to the Settlement shall file a sworn declaration listing all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any court in the United States in the previous five (5) years. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she, or it shall affirmatively so state in the objection.

3. An objection must be filed with the Court if the objector is represented by counsel, or if not represented by counsel, must be served on the Settlement Administrator via first-class mail, postage prepaid at an address to be provided in the Notice, and must also be sent by first-class mail, postage prepaid, to all counsel identified in Section IX.T below.

4. Subject to the Court's approval, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to argue why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel Fees and Expenses Award and/or Services Awards. Any such objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the Final Approval Hearing by the Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Notice, or who has not filed an objection in accordance with the deadlines and other specifications set forth in the Settlement Agreement and the Notice, will be deemed to have waived any objections to the settlement, subject to the discretion of the Court.

5. The submission of an objection allows Class Counsel and/or Husqvarna's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself, herself, or itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection. The

Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

6. Settlement Class Members may exclude themselves from the Settlement (i.e., "Opt-Out"), relinquishing their rights to any benefits under the Settlement Agreement. A Settlement Class Member wishing to exclude himself, herself, or itself must send the Settlement Administrator a letter postmarked by a date to be set by the Court, which date the Parties shall request the Court set 60 days after the Notice Date, containing: (1) the Settlement Class Member's name, current address, and telephone number; (2) the approximate date of acquisition and SKU and serial number for his, her, or its Settlement Class Product; and (3) a clear statement communicating that he, she, or it elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before the deadline provided in the Notice. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement. Class Counsel will confirm the participation of the Named Plaintiffs in the settlement in advance of execution of the Settlement Agreement.

7. Any Settlement Class Member who submits a request for exclusion with a timely postmark has no standing to object to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member submits both a request for exclusion and an objection, the exclusion will control and the objection will be deemed waived. If a Settlement Class Member files a Claim Form and also requests exclusion from the settlement, then the Settlement Class Member will remain in the Settlement Class and the request for exclusion will be deemed void. If a Settlement Class Member opts out and files a

separate action based on the same or similar facts, in any tribunal, and also submits a Claim Form, the Settlement Class Member shall be deemed to be a member of the Settlement Class and his, her, or its claims shall be deemed Released Claims.

8. Not later than 7 days after the deadline for submission of requests for exclusion, the Settlement Administrator shall provide the Court, Class Counsel, and Husqvarna's Counsel with a list identifying each Settlement Class Member who submitted an exclusion request together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

## **VII. Release by Plaintiff and Settlement Class Members**

A. Upon the Effective Date, the Litigation shall be dismissed with prejudice and all Released Claims of Plaintiff and the Settlement Class shall be released, and the Plaintiff and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and forever discharged the Releasees from all Released Claims.

B. In return for the consideration provided in the Settlement Agreement, the Plaintiff, on her behalf and on behalf of all other Settlement Class Members, shall as of the Effective Date release, acquit, and forever discharge the Releasees from the Released Claims.

C. Plaintiff, on her own behalf and on behalf of all other Settlement Class Members agrees, covenants and acknowledges that she shall not now or hereafter initiate, participate in, maintain, or otherwise bring any claims, either directly or indirectly, derivatively, on her own behalf, or on behalf of the Settlement Class Members or the general public, or any other person or entity, against the Releasees based on the Released Claims, regardless of whether such claims accrue after the Settlement Agreement is approved.

**D.** As of the Effective Date, Plaintiff and the Settlement Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, directly, representatively, or derivatively, asserting any of the Released Claims against the Releasees.

**E.** Plaintiff acknowledges that she, Class Counsel, and Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Litigation and the Released Claims, but it is her intention to, and she does upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release all such claims, without regard to the subsequent discovery or existence of different additional facts. Plaintiff and Settlement Class Members expressly waive any and all rights and benefits afforded by California Civil Code § 1542 (and other, similar state statutes), which provides as follows:

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

Plaintiff understands and acknowledges on behalf of herself and the Settlement Class Members the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of any other applicable federal or state law relating to limitations on releases.

**F.** Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this settlement or any order entered in connection therewith shall affect the dismissal of the Litigation, the res judicata effect of the Final Order and Judgment, the foregoing releases, or any other provision of the Final Order and Judgment, provided, however,

that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

#### **VIII. Withdrawal from Settlement**

A. Either Party shall have the option to withdraw from the Settlement Agreement, and to render it null and void if any of the following occurs:

1. Any objection to the proposed settlement is sustained and not reversed on appeal, and such objection results in changes to the Settlement Agreement that the withdrawing party deems in good faith to be material (e.g., because it substantially increases the costs of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement). A mere delay of the approval and/or implementation of the Settlement, including a delay due to an appeal procedure, if any, shall not be deemed material;

2. The Preliminary Approval Order or Final Order and Judgment of this Settlement Agreement is not obtained without material modification, and any modification required by the Court for approval is not agreed to by both Parties, and the withdrawing party deems any required modification in good faith to be material (e.g., because it substantially increases the cost of the Settlement or deprives the withdrawing party of a material benefit of the settlement). A mere delay of the approval and/or implementation of the Settlement, including a delay due to an appeal procedure, if any, shall not be deemed material; or

3. Entry of the Final Order and Judgment described in the Settlement Agreement is vacated by the Court or reversed or substantially modified by an appellate court.

4. If 1,000 or more Settlement Class Members properly and timely exercise their right to individually opt out of the Settlement, either Party shall have the right (but not the obligation) to terminate this Settlement Agreement without penalty or sanctions, without prejudice

to its position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment.

**B.** To withdraw from this Settlement Agreement under this Section, the withdrawing party must provide written notice to the other Party's counsel and to the Court within 14 business days of receipt of any order or notice of the Court modifying, adding, or altering any of the material terms or conditions of the Settlement Agreement.

**C.** In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any part in the Litigation, and shall not be offered into evidence or used in the Litigation or any other litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be inadmissible as evidence and without prejudice to either Party, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. In such an event, Husqvarna will still be obligated to pay for the Class Notice costs incurred up to the effective date of the withdrawal.

**D.** Upon withdrawal, either Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

## **IX. Miscellaneous**



**A. Best Efforts.** Plaintiff, Class Counsel, Husqvarna, and Husqvarna's Counsel agree to use their best efforts to obtain Court approval of this settlement, subject to the Parties' rights to terminate this settlement as provided herein.

**B. Effect of Exhibits.** The exhibits to this Settlement Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Settlement Agreement.

**C. Not Evidence.** This settlement, whether or not it shall become Final, and any and all negotiations, communications, and discussions associated with it, shall not be:

1. Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiff, of the validity of any Released Claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault or wrongdoing on the part of Named Plaintiff, Husqvarna, or any Releasee;

2. Offered or received by or against Plaintiff or Husqvarna as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule or regulation or of any liability or wrongdoing by Husqvarna or any Releasee or of the truth of any of the Released Claims, and evidence thereof shall not be used directly or indirectly, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and Final Order and Judgment including, without limitation, asserting as a defense the release and waivers provided herein;

3. Offered or received by or against Plaintiff, Husqvarna, or any Releasee as evidence of a presumption, concession, or admission with respect to a decision by any court

regarding the certification of a class, or for purposes of proving any liability, negligence, fault or wrongdoing; or in any way referred to for any other reason against Husqvarna or any Releasee, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Settlement Agreement, provided, however, that if this Settlement Agreement is approved by the Court, then Plaintiff or Husqvarna may refer to it to enforce their rights hereunder; or

4. Construed as an admission or concession by Plaintiff, the Settlement Class, Husqvarna, or any Releasee that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

5. These prohibitions on the use of this settlement shall extend to, but are not limited to, any Settlement Class Member who opts out of the settlement pursuant to Section VI.E above.

**D. Entire Agreement.** This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Settlement Agreement is sought.

**E. Arm's-Length Negotiations and Good Faith.** The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length, including with the assistance

and involvement of a neutral mediator. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The Parties agree to act in good faith during the settlement administration process.

**F. Confirmatory Discovery.** The Parties acknowledge that this Settlement has been the product of significant negotiations and has included the exchange of information that confirms the fairness, reasonableness, and adequacy of the Settlement. This information has included, *inter alia*, Husqvarna's disclosure and production of responsive information and data concerning the alleged defect and impacted products including sales and revenue data; an inspection of Plaintiff's unit; two full-day, in-person mediation sessions, with numerous follow-on discussions with and mediations by the third-party neutral; independent research and factual investigation; and numerous phone calls and email exchanges among the parties seeking and providing information relevant to the settlement. Based on this information as well as Class Counsel's relevant experience litigating and resolving similar cases, the Parties are thus well informed and have sufficient information to confirm that the Settlement terms are fair, reasonable, and adequate.

**G. Continuing Jurisdiction.** The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

**H. Binding Effect of Settlement Agreement.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

**I. Governing Law.** The Parties agree that any dispute concerning this Settlement Agreement shall be governed by North Carolina law without regard to principles of conflicts of

law that would result in the application of the law of any other jurisdiction. The Parties acknowledge, however, that federal law (including Federal Rule of Civil Procedure 23 and federal case law) applies to consideration and approval of the Settlement, certification of the Settlement Class, and all related issues such as any petition for Class Counsel Fees and Expenses Award and Service Awards.

**J. Construction of Settlement Agreement Terms.** The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after arm's length negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions. The language in all parts of the Settlement Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter.

**K. Confidentiality Agreements.** Class Counsel agree to return or destroy all information and materials obtained from Husqvarna and any Releasee or third party in connection with the Litigation and the settlement that Husqvarna, the Releasee, or third party has in good faith designated to be confidential, including any copies made thereof, within sixty (60) days after the Effective Date and to retain no copies thereof. All agreements made and orders entered during the Litigation relating to the confidentiality of information will survive the Settlement Agreement.

**L. Return of Plaintiff Allen's Grass String Trimmer.** Class Counsel shall return Plaintiff's Class Product to Husqvarna, with shipping to be paid by Husqvarna.

**M. Extensions of Time.** The Parties may agree upon a reasonable extension of time for deadlines and dates in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

**N. Authority to Execute Settlement Agreement.** The individual signing this Settlement Agreement on behalf of Husqvarna represents that he or she is fully authorized to enter into, and to execute, this Settlement Agreement on Husqvarna's behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Husqvarna on behalf of the Named Plaintiff, and expressly to enter into, and to execute, this Settlement Agreement on behalf of each of the Named Plaintiffs and the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

**O. Further Authority.** Class Counsel, on behalf of the Plaintiff and the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this settlement to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate. Class Counsel represents and warrants it has authority to execute this Settlement Agreement on behalf of every Named Plaintiff as if each Named Plaintiff individually had signed this Settlement Agreement him or herself.

**P. No Assignment.** The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation or any related action.

**Q. Full and Final Agreement.** The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. Accordingly, the Settlement Agreement constitutes the entire agreement among the Parties and no other representations, warranties, or inducements have been made to any Party concerning the Settlement Agreement.

**R. Headings.** The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

**S. Severability.** In the event that any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision, to the extent either Party does not execute its right to terminate or withdraw under Section VIII.

**T. Written Notices.** All notices or formal communications between the Parties under this Settlement Agreement shall be in writing and shall be given by electronic mail and (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage prepaid; or (iii) overnight courier to counsel for the Party to whom the notice is directed at the following addresses:

For Plaintiff and the Settlement Class:

Joel D. Smith  
Yeremey O. Krivoshey  
SMITH KRIVOSHEY, P.C.  
867 Boylston Street  
5th Floor, #1520  
Boston, MA 02116

For Husqvarna:

Robert L. Wise  
NELSON MULLINS RILEY & SCARBOROUGH, LLP  
1021 East Cary Street, Suite 2120  
Richmond, VA 23219

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

**U. Cost and Expenses.** Except as provided in this Settlement Agreement regarding (1) the payment of the Settlement Administrator; and (2) the Class Counsel Fees and Expenses Award and Service Awards (subject to approval of the Court); each of the Named Plaintiffs, Class Counsel, and Husqvarna shall be responsible for his, her, or its own costs and expenses.


**V. Taxes.** Named Plaintiff and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any relief made to them pursuant to this settlement.

**W. Communications.** Husqvarna reserves the right to communicate with its customers, business contacts, and members of the public, including Settlement Class Members, in the ordinary course of business. Class Counsel and Named Plaintiffs hereby agree not to engage in any communications with the media, the press, on the Internet, or in any public forum, either orally or in writing, that undermine or contradict the Settlement or any of its terms.

**X. Counterparts.** This Settlement Agreement may be executed in one or more counterparts and the execution in counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed.

IN WITNESS WHEREOF, the Parties hereby execute, and cause this Settlement Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.


On Behalf of Plaintiff

By:   
Robin Allen (Aug 13, 2025 11:33:13 EDT)

Date: 8/13/25

INSERT NAME Robin Allen

On Behalf of Husqvarna Professional Products, Inc.

By:   
Nate Walker (Aug 12, 2025 11:38:05 EDT)

Date: 08/12/2025

INSERT NAME Nate Walker

On Behalf of Husqvarna Professional Products, Inc.

By:   
Deron Vaughn (Aug 12, 2025 12:17:39 EDT)

Date: 08/12/2025

INSERT NAME Deron Vaughn








# 2025.08.13 Hus. Settlement Agreement

Final Audit Report

2025-08-13

Created:	2025-08-13
By:	Kimberly Kittelson (kimberly@skclassactions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVt_2agPzYhHQ-dIDJXjxF7_H0Dzz3iPz

## "2025.08.13 Hus. Settlement Agreement" History

-  Document created by Kimberly Kittelson (kimberly@skclassactions.com)  
2025-08-13 - 3:09:48 PM GMT
-  Document emailed to Robin Allen (allen.robin101@gmail.com) for signature  
2025-08-13 - 3:10:11 PM GMT
-  Email viewed by Robin Allen (allen.robin101@gmail.com)  
2025-08-13 - 3:31:39 PM GMT
-  Document e-signed by Robin Allen (allen.robin101@gmail.com)  
Signature Date: 2025-08-13 - 3:33:13 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-13 - 3:33:13 PM GMT

