

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

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

Plaintiff,

v.

HUSQVARNA PROFESSIONAL PRODUCTS
INC.,

Defendant.

Case No. 3:24-cv-00896-FDW-SCR

**UNOPPOSED MOTION TO UPDATE
SETTLEMENT AND PRELIMINARY
APPROVAL ORDER**

The parties, Plaintiff Robin Allen and Defendant Husqvarna Professional Products, Inc., jointly move to for the Court to grant preliminary approval to an updated version of the Class Settlement.

On July 28, 2025, Plaintiff filed an unopposed motion for preliminary approval of class settlement. ECF No. 36. In the week following the filing of the motion, the Parties discovered that they inadvertently included in the final settlement agreement language from outdated drafts of the settlement. Declaration of Joel D. Smith (“Smith Decl.”) at ¶ 3. Further, Defendant learned from some of its retailers that they would not be able to implement the \$40 voucher portion of the settlement in its stores. *Id.* Accordingly, the Parties immediately started conferring and negotiating about fixing the language in the settlement and improving the settlement. An updated version of the Settlement was signed on August 13, 2025 (“Revised Settlement”), superseding the version of the Settlement submitted to the Court in the July 28, 2025 motion (“Original Settlement”). *Id.*, Ex. 1 (the Revised Settlement). The Parties intended to immediately alert the Court that a revised Settlement had been reached and request that it hold off ruling on or vacate the then pending motion for preliminary approval for a few days until the Parties were able to file a new motion

seeking approval of the Revised Settlement. *Id.* ¶ 3. However, just hours after the Revised Settlement had been executed, the Court issued its Order granting preliminary approval of the Original Settlement. ECF No. 39; Smith Decl. ¶ 3.

For full transparency, along with this motion, the Parties are providing the Court with a redlined comparison between the Original Settlement and the Revised Settlement. Smith Decl., Exs. 2-6. As the Court will see, the settlement structure has remained identical – the class definition is the same, the products at issue are the same, the release is the same, the anticipated attorney’s fees and costs provision is the same, and the notice period and anticipated forms of notice are the same. *Id.* The only material differences are as follows:

- **Warranty Extension:** the Warranty Extension is now set to run from the expiration of any already existing Warranty term (as it had in the Original Settlement) or in the case of any warranty that will have expired as of the date of preliminary approval, *from the date of the preliminary approval of the settlement. Id.*, Ex. 2, IV(A)(1)(i) and (ii). The Original Settlement stated that the Warranty Extension would run from *a year after* the issuance of preliminary approval, which was a provision inadvertently left in from an old draft of the settlement and which the Parties did not intend to appear in the final executed version. The revision thus mirrors what the Parties intended the Settlement would provide in the first instance. This change benefits the Settlement Class by making sure that any lapse in the Extended Warranty is as short as possible, with the new Extended Warranty starting immediately upon the Court’s grant of preliminary approval.

- **Vouchers:** after executing the Settlement, Defendant learned from some of the retailers that sell its products (such as Lowe’s and Tractor Supply) that they would not be able to honor the \$40 vouchers provided by the Original Settlement. However, there are still more than a *thousand* retailers nationwide, including Defendant’s online website, which will honor vouchers provided by the Settlement. Plaintiffs negotiated that the amount of the vouchers in the Revised Settlement be increased to \$45, up from \$40, to account for the fact that the vouchers could be redeemed in fewer retail locations. Accordingly, the Revised Settlement now provides that the vouchers are worth \$45. *Id.*, Ex. 2, IV(A)(2).

The Parties note that, assuming the Court grants this motion approving the Revised Settlement promptly, there will be no need to continue the Final Fairness Hearing set for February 2, 2026. The Parties are also submitting an updated Order Granting Preliminary Approval that references the new Revised Settlement instead of the Original Settlement. The Parties believe that the Revised Settlement is a significant improvement of the Original Settlement, apologize to the Court for submitting a version of the settlement containing inadvertent errors, and thank the Court for its oversight of the settlement.

Dated: August 15, 2025

Respectfully submitted,¹

/s/ Joel D. Smith
Joel D. Smith

SMITH KRIVOSHEY, PC

¹ Pursuant to Section II.C.3.a of the Western District Of North Carolina Administrative Procedures Governing Filing And Service By Electronic Means, the filer of this document confirms that the content of this document is acceptable to all persons required to sign the document and (ii) that all such persons have given their explicit consent for the filing attorney to affix their respective signatures as an “s/(attorney name)” and to submit the document electronically.

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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

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

Plaintiff,

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HUSQVARNA PROFESSIONAL PRODUCTS
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Case No. 3:24-CV-896-FDW-SCR

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS SETTLEMENT**

Pursuant to Rules 23(a), 23(b)(3), and 23(e) of the Federal Rules of Civil Procedure, the parties seek entry of an order preliminarily approving the Settlement of the Action pursuant to the settlement agreement fully executed on or about August 13, 2025 (the “Settlement Agreement”), which, together with its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the Actions and dismissal of the Actions with prejudice; and

The Court has read and considered the Settlement Agreement and its exhibits and Plaintiffs’ unopposed Motion for Preliminary Approval;

IT IS HEREBY ORDERED as follows:

1. Defined Terms. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. Preliminary Approval of Settlement. The Court preliminarily approves the Settlement Agreement, and its Settlement terms, as fair, reasonable, and adequate under Rule 23, subject to further consideration at the Final Fairness Hearing described below. The Court also preliminarily finds that the Settlement Agreement has been reached as a result of intensive, arm’s-length negotiations of disputed claims, and that the proposed Settlement is not the result of

any collusion.

3. **Class Definition:** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, solely for purposes of effectuating the Settlement Agreement, the following Settlement Class: 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 do not request to be excluded from (or opt out) of this Settlement. Excluded from the Class are 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, 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 Representatives and Class Counsel:** The Court preliminarily appoints Smith Krivoshey, PC and Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel for the Settlement Class. The Court preliminarily appoints Robin Allen as Settlement Class Representative.

5. **Preliminary Class Certification of Settlement Purposes Only.** The Court preliminarily finds, solely for purposes of the Settlement, that the Rule 23 of the Federal Rules of Civil Procedure criteria for certification of the Settlement Class exists in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Actions is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Settlement Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

6. In addition, the Court finds that preliminary approval of the Settlement Class is appropriate when balanced against the risks and delays of further litigation. It appears that sufficient investigation, research, discovery, and negotiation have been conducted such that the attorneys for the parties are reasonably able to evaluate the benefits of Settlement, which will avoid substantial additional costs to the parties and reduce delay and risks associated with this action.

7. Class Notice: The Court approves the form and content of the proposed Long Form Notice and Summary Notice and Claim Form. The Court further finds that the method of dissemination of the Settlement Class Notice, in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, satisfy Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Notice Plan set forth in the Settlement Agreement is reasonably calculated to apprise the Settlement Class of the pendency of the Actions; the class certification for settlement purposes only; the terms of the Settlement and benefits afforded; the Settlement Class Members' rights including the right to opt-out of or object to the Settlement and the deadlines and procedures for doing so; the deadline, procedures, and requirements for submitting a Claim Form; Class Counsel's application for Fees and Expenses and service award for the named Plaintiff Settlement Class representative; the time, place, and right to appear at the Final Fairness Hearing; and other pertinent information about the Settlement and the Settlement Class Members' rights. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice and Claim Form prior to mailing if they jointly agree that any such changes are appropriate.

8. Administration. The Court appoints RG/2 Claims Administration LLC as the Settlement Administrator. The Settlement Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of the CAFA Notice; implementing and maintaining the Settlement website; disseminating the Class Notice to the Settlement Class; the processing, review and determination of timely submitted and proper Claims Forms under the Settlement;

and the submission of any declarations and other materials to counsel and the Court; as well as any other duties required under the Settlement Agreement.

9. Notice. No later than the date specified in Paragraph 22 below, the Settlement Administrator shall provide notice to the Class pursuant to the terms of the Agreement. The Parties shall coordinate with the Settlement Administrator to provide notice to the Class pursuant to the terms set forth therein.

10. Exclusion for the Class. Any Class Member who wishes to be excluded from the Class must send to the Settlement Administrator by U.S. Mail a personally signed letter, including their (a) full name, (b) current address, (c) telephone number (d) a clear statement communicating that they elect to be excluded from the Class and do not wish to be a Class Member, (e) the approximate date of acquisition and SKY and serial number for his, her, or its Settlement Class Product, (f), and (g) the case name and case number of the Action. A Class Member can exclude only himself or herself from the Class, and shall not be allowed to request that another individual or group be excluded. “Mass” or “class” opt-outs are not permitted. Any such Request for Exclusion must be postmarked and sent to the Settlement Administrator no later than the date specified in Paragraph 22 below (the “Opt-Out Deadline”). The Settlement Administrator shall forward copies of any written requests for exclusion to Plaintiffs’ Counsel and Defense Counsel.

11. If the proposed Settlement is finally approved, any potential Class Member who has not submitted a timely written Request for Exclusion on or before the Opt-Out Deadline shall be bound by all terms of the Settlement Agreement and the Final Order and Final Judgment. All persons or entities who properly exclude themselves from the Class shall not be Class Members and shall relinquish their rights or benefits under the Agreement, should it be approved, and may not file an objection to the Settlement or be entitled to any settlement benefits.

12. Objections: Any Class Member who has not filed a timely written Request for Exclusion may object to the fairness, adequacy, or reasonableness of this Settlement Agreement or the Settlement, or to the requested award of attorneys’ fees and expenses, or Plaintiff’s service

award.

13. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must include in his/her/their/its objection:

- a. the objector's full name, address, and telephone number;
- b. 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;
- c. the date of purchase, SKU, and serial number for his, her, or its Class Product;
- d. a statement 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;
- e. 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 attentions;
- f. copies of any documents the objector wants the Court to consider;
- g. 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;
- h. a sworn statement 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.

14. To be considered by the Court, objections must be filed with the Court through the Court's CM/ECF system if the objector is represented by counsel. If an objector is not represented by counsel, the objector must serve the objection on the Settlement Administrator via first-class mail, and must also serve the same on counsel as follows:

Class Counsel at:

Joel D. Smith
Yeremey Krivoshey
Aleksandr "Sasha" Litvinov
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Defense Counsel at:

Robert L. Wise
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15. Any objecting Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class representative service award. 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.

16. Any Settlement Class Member who has not properly filed a timely objection in accordance with the deadline and requirements set forth in this Order and Class Notice shall be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement Agreement by appeal or otherwise.

17. Preliminary Injunction. All Class Members and/or their representatives who do not timely and properly exclude themselves from the Class are barred and enjoined from directly, indirectly, derivatively, in a representative capacity, or in any other capacity filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing any action in any forum (state or federal) as individuals, class members, putative class members, or otherwise against the Released Parties (as defined in the Settlement Agreement) in any court or tribunal asserting any of the Released Claims (as defined in the Agreement), and/or from receiving any benefits from any lawsuit, administrative or regulatory proceeding, or order in any jurisdiction, arising out of, based on, or relating to the Released Claims. In addition, all such persons are hereby barred and enjoined from filing, commencing, or prosecuting a lawsuit against Defendant (or against any of its related parties, parents, subsidiaries, or affiliates) as a class action, a separate class, or group for purposes of pursuing a putative class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Class Members who do not timely exclude themselves from the Class, arising out of, based on, or relating to the Released Claims. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Actions.

18. Termination of Settlement. If the Court does not grant final approval to the

Settlement, or for any reason the parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason or the Effective Date does not occur for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;
- b. The conditional certification of the Class pursuant to this Order shall be vacated automatically, and the Actions shall proceed as though the Class had never been certified pursuant to this Agreement and such findings had never been made;
- c. The conditional certification of the Class pursuant to this Order shall be vacated automatically, and the Actions shall proceed as though the Class had never been certified pursuant to the Settlement Agreement and such findings had never been made;
- d. Nothing in this Order or pertaining to the Settlement Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceedings in this case, including, but not limited to, motions or proceedings seeking treatment of the Actions as class actions;
- e. Nothing in this Order or pertaining to the Settlement Agreement is, or may be construed as, a presumption, concession, or admission by or against Defendant that the Action meets the requisites for certification as a class action under federal law; and
- f. All the Court's prior Orders having nothing whatsoever to do with the Settlement shall, subject to this Order, remain in full force and effect.

19. Alteration of Exhibits. Plaintiffs' Counsel and Defense Counsel are hereby authorized to use all reasonable procedures to further the administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Notice, Claim Form, and other exhibits that they jointly agree are reasonable or necessary.

20. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over these settlement proceedings to ensure the effectuation thereof for the benefit of the Class, and for any other necessary purpose.

21. Settlement Deadlines. Based on the foregoing, the Court sets the schedule below for the Final Fairness Hearing and the actions which must precede it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

Event	Deadline
Notice shall be provided in accordance with the Notice Plan and this Order	30 days after Preliminary Approval Granted
Class Counsels' application for Attorneys' Fees and Expenses and service awards for Plaintiffs-Settlement Class Representatives and	45 days after Notice Date
Reminder Notice shall be provided in accordance with the Notice Plan in this Order	60 days after Notice Date
Objections to the Settlement, Class Counsels' Fee and Expense Application, and/or the request for service awards ("Objection Deadline")	60 days after Notice Date
Requests for Exclusion from the	60 days after Notice Date

Settlement (“Opt-Out Date”)	
Deadline for Class Members to submit Claim Forms (“Claims Deadline”)	90 days after Notice Date
Plaintiffs’ Motion for Final Approval of the Settlement and response to any objections	28 days before Final Fairness Hearing
Deadline to submit notices of appearance at the Final Fairness Hearing	28 days before Final Fairness Hearing
Deadline for Claims Administrator to submit declaration (1) stating the number of claims, requests for exclusion, and objections to date, and (2) attesting that Notice was disseminated in a manner consistent with the Settlement Agreement or otherwise required by the Court.	10 days before Final Fairness Hearing
Final Fairness Hearing	February 2, 2026, at 10:00 a.m. in Courtroom #5B of the Charles R. Jonas Federal Building, 401 W. Trade Street, Charlotte, North Carolina
Award Issuance Date	Begins 60 days after Effective Date

The Court’s August 13, 2025 Order (Doc. No. 39) is hereby vacated and superseded by this Order.

IT IS SO ORDERED.

DATED: _____

The Honorable Frank D. Whitney
UNITED STATES DISTRICT JUDGE