

**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,

v.

HUSQVARNA PROFESSIONAL PRODUCTS  
INC.,

Defendant.

Case No. 3:24-CV-896-FDW-SCR

**DECLARATION OF JOEL D. SMITH IN  
SUPPORT OF PLAINTIFF'S UNOPPOSED  
MOTION TO UPDATE SETTLEMENT  
AND PRELIMINARY APPROVAL ORDER**

I, Joel D. Smith, declare as follows:

1. I am an attorney at law licensed to practice in the State of California, Massachusetts, and New Jersey. I am a partner at Smith Krivoshey, PC, counsel for Plaintiff in this action. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Unopposed Motion to Updated Settlement and Preliminary Approval Order (the "Motion"), filed herewith.

3. 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of the motion, the Parties discovered that they inadvertently included in the final settlement agreement language from outdated drafts of the settlement. 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. 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"). 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. 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.

4. For full transparency, along with the motion, the Parties are providing the Court with a redlined comparison between the Original Settlement and the Revised Settlement. 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. The only material differences are as follows:

- a. **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*. 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.
  - b. **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.
5. Attached hereto as **Exhibit 1** is the Revised Settlement, executed on August 13, 2025.
  6. Attached hereto as **Exhibit 2** is a redlined version of the Revised Settlement comparing it to the Original Settlement fully executed on July 23, 2025.

7. Attached hereto as **Exhibit 3** is a redlined version of the Revised Settlement's Long Form notice comparing it to the Original Settlement's Long Form notice.

8. Attached hereto as **Exhibit 4** is a redlined version of the Revised Settlement's Short Form notice comparing it to the Original Settlement's Short Form notice.

9. Attached hereto as **Exhibit 5** is a redlined version of the Revised Settlement's Claim Form comparing it to the Original Settlement's Claim Form.

10. Attached hereto as **Exhibit 6** is a redlined version of the Revised Settlement's Claims Process Instructions comparing it to the Original Settlement's Claims Process Instructions.

I declare under penalty of perjury under the laws of the United States and the State of Connecticut that the foregoing is true and correct. Executed in Danielson, CT on August 15, 2025.



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Joel D. Smith



## **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





**Allen v. Husqvarna Professional Products Inc.**  
In the United States District Court for the Western District of North Carolina  
Case No. No. 3:24-cv-FDW-SCR

**Settlement Claim Form**

**If you are a Class Member and wish to receive a voucher, your completed Claim Form must be submitted online at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) on or before \_\_\_\_.**

Please read the full notice of this Settlement (available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com)) carefully before filling out this Claim Form.

**Potential \$45 Voucher Award:** To be eligible to receive a \$45 voucher, you must have purchased a Husqvarna gas-powered grass string trimmer with model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), or **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) (collectively, the “Class Products”), on or before November 13, 2023 (the “Class Period”), and satisfy the following requirements:

- **You must first participate in the Consumer Product Safety Commission recall by delivering your grass trimmer for repair or replacement to a Husqvarna authorized dealer between [notice date] and [90 days after notice date] (the “Claim Period”). Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer, and then return to fill out this Settlement claim form by \_\_\_\_.** The CPSC recall page can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>
- **If you purchased more than one affected grass trimmer that is part of the settlement, you must submit information for each such product on the claim form.**

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**PART ONE: CLAIMANT INFORMATION**

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Provide your name and contact information. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	LAST NAME

STREET ADDRESS

CITY	STATE	ZIP CODE

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EMAIL ADDRESS

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**PART TWO: GRASS TRIMMER AND RECALL INFORMATION**

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YOUR GRASS TRIMMER SKU NUMBER:

YOUR GRASS TRIMMER SERIAL NUMBER:

APPROXIMATE DATE OF PURCHASE:

DATE GRASS TRIMMER WAS DELIVERED FOR REPAIR:

NAME OF REPAIR FACILITY WHERE RECALL REPAIR WAS PERFORMED:

STREET ADDRESS (OF REPAIR FACILITY)

CITY (OF REPAIR FACILITY)

STATE

ZIP CODE

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**IF YOU PURCHAED MORE THAN ONE AFFECTED GRASS TRIMMER, FILL OUT INFORMATION FOR EACH UNIT BY CLICKING “ADD ANOTHER UNIT” BELOW**

**[ADD ANOTHER UNIT ] (pressing this button will create a drop down identical to Part Two above for as many additional units as Class Members wish to add)**

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**PART THREE: PREFERRED METHOD OF RECEIPT OF VOUCHER**

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You can elect to receive a voucher by mail or email. Please select one option below:

☐ EMAIL (to email address provided above in Part One)

QUESTIONS? VISIT [WWW.CASE324CV00896FDW.SCR.COM](http://WWW.CASE324CV00896FDW.SCR.COM) OR CALL [NUMBER] TOLL-FREE

☐ MAIL (to mailing address provided above in Part One)

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**PART FOUR: PROOF OF DELIVERY FOR RECALL REPAIR**

Attach a copy of proof of delivery of the product for the Recall repair, as provided by the Dealer.

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**PART FIVE: ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the United States of America that (1) I purchased the Class Product listed above, (2) I have participated in the Recall conducted in cooperation with the Consumer Product Safety Commission within the Claim Period, and (3) all of the information on this Claim Form is true and correct to the best of my knowledge.

I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE	DATE

---

**Please keep a copy of this Claim Form for your records.**



**If you purchased a Husqvarna gas-powered grass string trimmer with model numbers 130C, 130L, or 330LK, you may be entitled to a voucher of up to \$45 from a class action settlement.**

*A federal court authorized this notice. It is not a solicitation from a lawyer.  
You are not being sued. Please do not contact the Court.  
Your legal rights are affected whether you act or don't act.  
Read this notice carefully.*

**Overview**

- A Husqvarna customer claimed that certain Husqvarna gas-powered grass string trimmers sold between October 2021 and November 2023 were defective and were subject to a recall conducted in cooperation with the Consumer Product Safety Commission (“CPSC”). Husqvarna denies that it did anything wrong. The customer and Husqvarna have reached a proposed settlement to resolve the lawsuit on a class action basis, as described below.
- If you purchased a Husqvarna gas-powered grass string trimmer with model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) on or before November 13, 2023, you may be eligible for benefits from the settlement.
- **IMPORTANT: You must file a claim by \_\_\_\_ to get a voucher from the settlement. Click [here](#) to file a claim. (Read below or see Questions 8-10 for details). You must first participate in the CPSC recall by receiving a free repair through a Husqvarna authorized dealer to receive benefits due under the Settlement. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer, and then return to fill out a Settlement claim form [here](#) by \_\_\_\_.** The claim form is available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com). The CPSC recall page can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>
- Questions? Read below or visit [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) or call [TOLL-FREE-NUMBER] for more information.

**Your Legal Rights and Options in this Lawsuit**

Your legal rights are affected, and you have a choice to make. Your options are explained here.

<b>File a claim</b>	File a claim by DATE to request a voucher. See Questions 8-10 for details.
<b>Do nothing</b>	Receive no voucher and give up the right to sue Husqvarna for the issues in this lawsuit.

QUESTIONS? VISIT [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER

<b>Opt out, receive no benefits, and retain your right to sue</b>	To opt out, you must mail a signed, written request for exclusion by DATE. See Question 14 for details.
<b>Object or comment on the settlement</b>	Object or comment on the settlement by DATE. If you object or comment, you can still file a claim and receive a payment. See Question 15 for details.

## Information about the Lawsuit and Class

### 1. What is this lawsuit about?

The lawsuit concerns customers in the United States who purchased Husqvarna has-powered grass string trimmers with model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) on or before November 13, 2023 (the “Class Period”).

Plaintiff alleges Husqvarna sold defective grass trimmers that could cause an electrical spark or arcing, posing a fire hazard if gas is on or near the unit. Robin Allen is the plaintiff in the filed class action lawsuits against Husqvarna. The operative complaint in the case is available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com). In February 2024, Husqvarna recalled the grass trimmers in cooperation with the CPSC and provided customers with an option to obtain a free repair. Plaintiff claims that this remedy was insufficient. Husqvarna denies that it did anything wrong.

Plaintiffs and Husqvarna have now agreed to a settlement to resolve this lawsuit, as described below. The Court has not decided whether Plaintiff or Husqvarna are correct. By agreeing to the settlement, neither Husqvarna nor Plaintiff make any admissions regarding the merits of the allegations, claims, or defenses in the cases.

The United States District Court for the Western District of North Carolina is overseeing this lawsuit. The lawsuit is known as *Allen v. Husqvarna Professional Products Inc.*, Case No. 3:24-cv-FDW-SCR.

### 2. What is a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 3. Who is in the Settlement Class?

The “Settlement Class” in this case is defined as:

All persons in the United States (including its states, districts or territories) who purchased a Class Product during the Class Period. The “Class Products” are Husqvarna gas-powered grass string trimmers model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) sold on or before November 13, 2023. The “Class

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Period” is at any time up to and including November 13, 2023. Excluded from the Settlement Class are any Judge presiding over the Action, any members of their families, and Husqvarna and affiliated entities and their respective officers and directors. Also excluded from the Class are all purchasers/owners as described above who have already had Consumer Product Safety Commission Release Number: 24-113 performed on their grass string trimmers on or before [the date class notice issues].

If you received a notice of this settlement by email or mail, Husqvarna’s or its retail customer’s records indicate that you are in the Settlement Class. However, you are a class member if you fit within the Settlement Class regardless of whether you received notice by mail and/or email.

People in the Settlement Class are called “Settlement Class Members.”

## **Information about the Settlement and about Filing a Claim for a Payment**

### **4. What are the terms of the proposed settlement?**

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com). This notice provides only a summary of the terms of the settlement. The settlement benefits and other terms are summarized below.

### **5. What are the benefits of the proposed settlement?**

If the settlement is approved and becomes final, Husqvarna will provide (1) a **\$45 voucher** per Class Product that is brought in for repair/replacement of the ignition module at an authorized Husqvarna dealer within 90 days of [date class notice issues] provided that Class Members submit a claim form on or by [claims deadline], 2) provide a one-year extension to the limited product warranty to Settlement Class Members that bring in their Class Product for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues], 3) provide a three-year extension of the limited product warranty for parts and labor on the ignition module for Class Products that are brought in for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues].

Husqvarna will also pay the costs of distributing notice and vouchers to Settlement Class Members and other costs of administering the settlement, pay court-awarded attorneys’ fees and expenses of the attorneys appointed by the Court to represent the Class (“Settlement Class Counsel”) and any incentive award granted to the Plaintiff.

**To receive a benefit under the settlement, Class Members must first participate in the CPSC recall by receiving a free repair through a Husqvarna authorized dealer. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer, and then return to fill out a Settlement claim form [here](#) by \_\_\_\_.** The claim form is available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com). The CPSC recall page can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>

### **6. How do I participate in the Recall?**

To participate in the Recall, you must schedule a free repair through a Husqvarna authorized dealer. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer. You should call the closest or most convenient Husqvarna dealer to schedule your repair, or bring in the grass trimmer during open

QUESTIONS? VISIT [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER

business hours. For questions about the recall, you may call Husqvarna toll-free at 877-257-6921 from 8 a.m. to 7 p.m. ET, Monday through Friday, or email [recalls@husqvarnagroup.com](mailto:recalls@husqvarnagroup.com). The CPSC recall page, which contains more information about the recall, can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>

#### **7. How do I receive an extension to my warranty?**

All Settlement Class Members who bring in their Class Product for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues] will automatically receive the one-year extension to the limited product warranty and a three-year extension of the limited product warranty for parts and labor specifically on the ignition module for Class Products. There is no need to file a claim for this benefit.

#### **8. Who is eligible to receive a \$45 voucher?**

All Settlement Class Members who bring the Class Product in for repair/replacement of the ignition module at an authorized Husqvarna dealer between [date class notice issues] and [90 days from date notice issues] are eligible to receive a \$45 voucher, provided that Class Members submit a claim form on or by [claims deadline].

#### **9. How do I get a \$45 voucher?**

You must file a claim by \_\_\_\_ to receive a voucher. Click [here](#) to file a claim. To qualify for the voucher, you must first bring the Class Product in for repair/replacement of the ignition module at an authorized Husqvarna dealer between [date class notice issues] and [90 days from date notice issues]. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer.

#### **10. How do I file a claim?**

To file a claim, click [here](#) or visit [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com).

The deadline to file a claim online is \_\_\_\_.

#### **11. How and when can I use the \$45 voucher?**

Vouchers will be redeemable at the point of purchase at Husqvarna authorized Dealers or with Husqvarna online against any products offered there within the Husqvarna product lines.

Vouchers will be transferable and usable with other Husqvarna promotions, incentives, vouchers, or coupons, and will have an expiration date of three years from the date the voucher is issued.

### **Your Other Rights and Options**

#### **12. What happens if I do nothing?**

By doing nothing, you are staying in the Settlement Class but you will not receive a voucher. If you bring in your Class Product for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues], you will automatically receive the one-year extension to the limited product warranty and a three-year extension of the limited product warranty for parts and labor specifically on the ignition module for Class Products. If you do nothing, you also will give up the right to

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sue Husqvarna about the issues in this lawsuit. You will also be legally bound by all of the orders that the Court issues and judgments that the Court makes in this class action.

### **13. How do I exclude myself (opt out) from the Settlement Class?**

To exclude yourself from the Settlement Class, you must mail a written request for exclusion to \_\_\_\_\_.

To be effective, your request for exclusion must be postmarked by no later than \_\_\_\_\_, and must include the following information:

1. your full name, current mailing address, and telephone number;
2. the approximate date of acquisition and SKU and serial number for your Settlement Class Product
3. a clear statement that you wish to be excluded from the Settlement Class and do not wish to be a Class Member;
4. the name of this lawsuit: *Allen v. Husqvarna Professional Products Inc.*, Case No. 3:24-cv-FDW-SCR.

Requests for exclusion must be specific to individual Settlement Class Members, and Settlement Class Members cannot request exclusion as a class or group.

### **14. How do I object or comment?**

If you are a Settlement Class Member, and have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Settlement Class Counsels' request for attorneys' fees and litigation expenses, and/or the request for incentive award to the Plaintiff who brought this lawsuit. To object or comment, you must send to counsel (as specified below) and the Settlement Administrator or file with the Court a written objection/comment including the following:

1. your full name, current mailing address, and telephone number;
2. the name of this lawsuit: *Allen v. Husqvarna Professional Products Inc.*, Case No. 3:24-cv-FDW-SCR;
3. if you are 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;
4. the date of purchase, SKU, and serial number for your Class Product;
5. a statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, attaching or providing any proof that you are a Settlement Class Member;
6. a statement of whether your objection applies only to you, 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 you wish to bring to the Court's attention;
7. copies of any documents you want the Court to consider;
8. a statement as to whether you intend to appear at the Final Approval Hearing, either with or without counsel, the identity of any witnesses you may call to testify, a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, and true and correct copies of such exhibits;
9. a sworn statement listing all other objections submitted by you or your counsel to any class action settlements submitted in any court in the United States in the previous five (5) years. If you or your counsel have not objected to any other class action settlement in

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the United States in the previous five years, you shall affirmatively so state in the objection.

To be considered by the Court, your comment or objection must be filed with the Court through the Court's CM/ECF system (or any other method in which the Court accepts filings, if any), no later than \_\_\_\_\_ if you are represented by counsel. If you are not represented by counsel, you must serve the objection or comment on the Settlement Administrator via first-class mail, postage prepaid at [ADDRESS], and must also serve the same on counsel as follows:

*Class Counsel at:*

Joel D. Smith  
Yeremey Krivoshey  
SMITH KRIVOSHEY, PC  
867 Boylston Street, 5th Floor, Ste 1520  
Boston, MA 02116  
joel@skclassactions.com  
yeremey@skclassactions.com

*Defense Counsel at:*

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

Note that you can ask the Court to deny approval of the settlement by filing an objection, but you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be provided and the lawsuit will continue. If that is what you want to happen, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

If you object and wish to appear at the final approval hearing, you must file with the Clerk of the Court and serve upon all counsel designated above, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that you (or your counsel) intend to present to the Court in connection with the Final Fairness Hearing.

#### **15. What claims will be released by this Settlement?**

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the Settlement is approved and becomes final, the Settlement will be legally binding on you and you will be bound by all judgments entered in the case. In exchange for the settlement benefits, you will release all claims against Husqvarna and its affiliates listed in the Settlement Agreement concerning the Class Products. The Settlement Agreement, available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com), describes the claims you are releasing (giving up) by staying in the Settlement Class. This Settlement Agreement expressly exempts claims for personal injuries, wrongful death, and property damage (other than damage to the Class Product), which are not being released.

#### **16. Do I have a lawyer in this class action?**

QUESTIONS? VISIT [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called “Settlement Class Counsel.”

Joel D. Smith  
Yeremey Krivoshey  
SMITH KRIVOSHEY, PC  
867 Boylston Street, 5th Floor, Ste 1520  
Boston, MA 02116  
joel@skclassactions.com  
yeremey@skclassactions.com

John Hunter Bryson  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC  
900 W. Morgan St.  
Raleigh, NC 27603  
hbryson@milberg.com

You do not have to pay the Settlement Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Settlement Class Counsel will petition the Court for an award of their fees and expenses, which will be paid by Husqvarna (see Question 17).

The Court has also appointed Plaintiff Robin Allen as class representative to represent the Settlement Class.

#### **17. How will the lawyers be paid?**

Settlement Class Counsel will file a motion on or before \_\_\_\_\_ asking the Court to award them attorneys’ fees and reimbursement of litigation expenses up to \$550,000. The attorneys’ fees and expenses awarded by the Court will be the only payment to Settlement Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on a wholly contingent basis. In addition, Settlement Class Counsel will ask the Court on or before \_\_\_\_\_ to award the Plaintiff representing the Settlement Class a service award of \$2,000 to compensate her for her efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys’ fees, expenses, and incentive awards to award. Settlement Class Counsel’s application for attorneys’ fees, expenses, and incentive awards will be available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) when it is filed.

#### **18. Should I hire my own lawyer for this case?**

You do not need to hire your own lawyer because Settlement Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Settlement Class Counsel, you will have to pay for that lawyer.

### **The Court’s Final Approval Hearing**

#### **19. When and where will the Court decide whether to approve the Settlement?**

QUESTIONS? VISIT [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER

The Court will hold a final approval hearing at \_\_:\_\_.m. on \_\_\_\_\_, in the United States District Court of the Western District of North Carolina, 6300 Charles R. Jonas Federal Bldg., 401 W. Trade Street, Charlotte, NC 28202. The hearing may be moved to a different time without additional notice and/or may be held remotely or telephonically. Please check [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) for updates or changes.

At the final approval hearing, the Court will consider whether the settlement should be approved as fair, reasonable, and adequate. The Court will also consider Settlement Class Counsel's application for attorneys' fees, expenses, and service award to the Plaintiff. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

#### **20. Do I have to come to the hearing?**

No. Settlement Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

### **Getting More Information**

#### **23. Where can I get more information?**

More information can be found at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com). That website includes important case deadlines, links to case documents including the full Settlement Agreement and the complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling [TOLL-FREE NUMBER], or by contacting Settlement Class Counsel at \_\_\_\_\_.



## **Legal Notice**

### **IF YOU PURCHASED A HUSQVARNA GAS-POWERED GRASS TRIMMER WITH MODEL NUMBERS 130C, 130L, OR 330LK, YOU MAY BE ENTITLED TO A \$45 VOUCHER AND EXTENDED WARRANTY FROM A CLASS ACTION SETTLEMENT.**

A settlement has been proposed in a class action lawsuit alleging that certain models of Husqvarna gas-powered grass trimmers with model numbers 130C, 130L, and 330LK (“Class Products”) sold prior to November 13, 2023, were defective. The settlement will provide, subject to certain requirements, (1) a **\$45 voucher** per Class Product, (2) a one-year extension to the limited product warranty, and (3) a three-year extension of the limited product warranty for parts and labor only on the ignition module only for Class Products. To receive the voucher, you must file a claim form by [DATE].

The United States District Court for the Western District of North Carolina authorized this notice. Before any benefits are provided, the Court will have a hearing to decide whether to approve the settlement. To receive more information about the settlement, you can get a detailed notice and other information, including details on how to object and/or exclude yourself from the settlement, by visiting [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com), calling [NUMBER], and writing to [ADDRESS].

### **WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

All persons in the United States (including its states, districts or territories) who purchased a Class Product during the Class Period. The “Class Products” are Husqvarna gas-powered grass string trimmers model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) sold on or before November 13, 2023. Purchasers/owners who have already had Consumer Product Safety Commission Recall Number: 24-113 (“CPSC Recall”) performed on their grass string trimmers on or before [the date class notice issues] are not included.

### **WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?**

The settlement provides entitlement to warranty extensions and vouchers to resolve the lawsuit. If approved by the Court, the settlement will provide (1) a **\$45 voucher** per Class Product that is brought in for repair/replacement of the ignition module per the CPSC Recall at an authorized Husqvarna dealer within 90 days of [date class notice issues] provided that Class Members submit a claim form on or by [claims deadline], (2) a one-year extension to the limited product warranty to Settlement Class Members that bring in their Class Product for a repair/replacement of the ignition module per the CPSC Recall at an authorized Husqvarna dealer within one year of [date class notice issues], (3) a three-year extension of the limited product warranty for parts and labor on the ignition module for Class Products that are brought in for a repair/replacement of the ignition module per the CPSC Recall at an authorized Husqvarna dealer within one year of [date class notice issues], and (4) Settlement Administration Expenses, (5) an Incentive Award to Class Representative, and (6) Attorneys’ Fees and Expenses.

**TO SUBMIT A CLAIM FORM, GO TO [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM).**

### **HOW DO I PARTICIPATE IN THE RECALL?**

To participate in the CPSC Recall, you must schedule a free repair through a Husqvarna authorized dealer. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer. You should call the closest or most convenient Husqvarna dealer to schedule your repair, or bring in the grass trimmer during open business hours. For questions about the recall, you may call Husqvarna toll-free at 877-257-6921 from 8 a.m. to 7 p.m. ET, Monday through Friday, or email [recalls@husqvarnagroup.com](mailto:recalls@husqvarnagroup.com). The CPSC Recall page, which contains more information about the recall, can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmmers-Due-to-Fire-Hazard>

### **WHO REPRESENTS YOU?**

The Court appointed the law firms of Smith Krivoshey, PC and Milberg Coleman Bryson Phillips Grossman, PLLC to represent you as Class Counsel.

### **WHAT ARE YOUR OPTIONS?**

QUESTIONS? VISIT [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER



**Legal Notice**

**IF YOU PURCHASED A HUSQVARNA GAS-POWERED GRASS TRIMMER WITH MODEL NUMBERS 130C, 130L, OR 330LK, YOU MAY BE ENTITLED TO A \$45 VOUCHER AND EXTENDED WARRANTY FROM A CLASS ACTION SETTLEMENT.**

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; (3) have the CPSC recall performed on your product and avail yourself of the benefits provided for under and in accordance with the requirements spelled out in the Settlement Agreement (including complying with deadlines with respect to the voucher and extended warranty relief) and, with respect to the voucher, timely send in a Claim Form; (4) object to the settlement; and/or (5) go to a hearing about the fairness of the settlement.

**If you do not want to be legally bound by the settlement, you must exclude yourself by letter postmarked by \_\_\_\_\_.** The detailed “Long Form” notice available at [www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) explains how to exclude yourself or object. You may also call [TOLL] FREE-NUMBER for details.

The Court will hold a hearing in this case on DATE at TIME in the United States District Court of the Western District of North Carolina, 6300 Charles R. Jonas Federal Bldg., 401 W. Trade Street, Charlotte, NC 28202. At this hearing, the Court will consider whether to approve the settlement and whether to approve Class Counsel’s application for attorneys’ fees, expenses, and incentive award.

You may appear at the hearing, but you do not have to. You do not need to retain an attorney to appear at the hearing, but you have the right to do so.



**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,

v.

HUSQVARNA PROFESSIONAL PRODUCTS  
INC.,

Defendant.

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  
SMITH KRIVOSHEY, PC  
867 Boylston Street, 5th Floor, Ste 1520  
Boston, MA 02116  
joel@skclassactions.com  
yeremey@skclassactions.com  
sasha@skclassactions

*Defense Counsel at:*

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

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:

<b>Event</b>	<b>Deadline</b>
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



**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,

v.

HUSQVARNA PROFESSIONAL PRODUCTS  
INC.,

Defendant.

Case No. 3:24-CV-896-FDW-SCR

**[PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT**

**ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF SETTLEMENT**

The Court having held a Final Approval Hearing on \_\_\_\_\_, at  
\_\_\_\_\_ p.m., at the United States District Court for the Western District of North Carolina,  
United States Courthouse, \_\_\_\_\_, Courtroom \_\_, \_\_\_\_\_, NC \_\_\_\_\_, 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 \_\_\_\_\_, 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 \_\_\_\_\_, 2025. 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 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. Robin Allen is hereby appointed, for settlement purposes only, as representatives 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. [If Necessary] The Court has considered each of the objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that each of the objections is without merit, and they are hereby overruled.

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. [If Necessary] The persons listed on Exhibit 1, attached hereto and incorporated by this reference, 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 \$\_\_\_\_\_. 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 \$\_\_\_\_\_ 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. Without further 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. Without further order of 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 65(d)(1). 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.

**IT IS SO ORDERED:**

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Frank D. Whitney  
UNITED STATES DISTRICT JUDGE



### **APPLICABLE WARRANTY TERMS**

The following are excerpted from the applicable Husqvarna Warranty provided to new consumer purchases of the Class Products:

LIMITED WARRANTY. We warrant that this product is free from defects in material or workmanship under normal use and maintenance. We will, at our option, repair or replace any defective product or defective part covered by the Limited Warranty, free of charge at any authorized Servicing Dealer / Center using OEM replacement parts, subject to the limitations and exclusions described below.

Husqvarna Handheld Warranty: 2 Years for Consumer (personal, household use) purchases of the following specific gas-powered Handheld Products: 200 and 300 Series Line Trimmers and Attachments (LK split boom attachments -ESA850, RA850, ECA850, HA860, HA200). Excludes the 345FR brushcutter.

Additional Warranty Information for Handheld and Tiller products: Handheld ignition modules, tiller lines, fabricated decks, and trimmer shafts all have a “Limited Lifetime Warranty,” and are warranted for the life of the product or seven (7) years after the product’s final production run, whichever comes first. Pole Saws and Pole Hedge Trimmers are excluded from the Shaft “Limited Lifetime Warranty.” Parts only, no labor.



## **CLAIMS PROCESS INSTRUCTIONS**

The following instructions set forth the general parameters of the Claims process, per the terms of the Settlement Agreement:

1) The Settlement Class Member must take the Class Product to an Authorized Husqvarna Dealer/Center within 90 days of Notice as defined in the Settlement Agreement. An Authorized Dealer can be located here [Dealer Locator]. The Class Product must have a readable SKU and serial number. **Make sure to write down or take a picture of the SKU and serial number before dropping off the Class Product at the Authorized Dealer.**

2) The Authorized Husqvarna Dealer/Center collects Settlement Class Member's contact information, including mailing address and (where applicable) email address, as well as the Class Product's SKU and serial number and date of purchase. **Make sure to save the receipt from the Authorized Husqvarna Dealer/Center when you drop off your Class Product for repair.**

3) The Authorized Husqvarna Dealer/Center performs the repair per Recall 24-113.

4) The Settlement Class Member must submit the Claim Form to the Settlement Administrator. The Claim Form must be submitted within the Claims Period and by the Claim Deadline, as defined in the Settlement Agreement (which is available on the Settlement Website).

5) The Settlement Administrator receives and evaluates the Claim.

6) The Settlement Administrator will confirm the submission of the Claim with the Settlement Class Member or notify the Settlement Class Member of any deficiencies in the Claim and provide the Settlement Class Member an opportunity to cure the deficiencies within the Claims Period.



7) Upon Final Approval of the Settlement, the Settlement Administrator will issue Voucher to Settlement Class Members who submitted a verified Claim.

## **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 at: <https://www.husqvarna.com/us/locations/> 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 366th day after the~~ Preliminary Approval ~~Order issues, 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 366th day after the~~ Preliminary Approval ~~Order issues, from the~~ date of Preliminary Approval of the Settlement.

2. **Vouchers:** One ~~\$4045~~ 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~~voucher is presented for use, and will be redeemable anywhere withinat the United States where the Class Member's Class Product was purchased or wherever Husqvarna products are sold, including at point of purchase at any Authorized Husqvarna ~~Dealers and retailers, Lowe's, Tractor Supply Company, Dealer/Center (a listing or directory of which can be found on the "Settlement Website"), or with~~ Husqvarna online, ~~or other online sites expressly authorized by Husqvarna.~~

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~~)-.~~).

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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 and/or an Extended Warranty pursuant to this Agreement-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 ~~Plaintiffs’~~ 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 ~~attentions~~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~~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~~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~~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~~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: \_\_\_\_\_

INSERT NAME

Date: \_\_\_\_\_

On Behalf of Husqvarna Professional Products, Inc.

By: \_\_\_\_\_

INSERT NAME

Date: \_\_\_\_\_

On Behalf of Husqvarna Professional Products, Inc.

By: \_\_\_\_\_

INSERT NAME

Date: \_\_\_\_\_

United States District Court for the Western District of North Carolina

**If you purchased a Husqvarna gas-powered grass string ~~trimmer~~trimmer with model numbers 130C, 130L, or 330LK, you may be entitled to a voucher of up to \$~~4045~~ from a class action settlement.**

*A federal court authorized this notice. It is not a solicitation from a lawyer.*

*You are not being sued. Please do not contact the Court.*

*Your legal rights are affected whether you act or don't act.*

*Read this notice carefully.*

#### Overview

- A Husqvarna customer claimed that certain Husqvarna gas-powered grass string trimmers sold between October 2021 and November 2023 were defective and were subject to a recall conducted in cooperation with the Consumer Product Safety Commission ("CPSC"). Husqvarna denies that it did anything wrong. The customer and Husqvarna have reached a proposed settlement to resolve the lawsuit on a class action basis, as described below.
- If you purchased a Husqvarna gas-powered grass string trimmer with model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) on or before November 13, 2023, you may be eligible for benefits from the settlement.
- IMPORTANT: You must file a claim by \_\_\_\_ to get a voucher from the settlement. Click [here](#) to file a claim. (Read below or see Questions 8-10 for details). You must first participate in the CPSC recall by receiving a free repair through a Husqvarna authorized dealer to receive benefits due under the Settlement. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer, and then return to fill out a Settlement claim form [here](#) by \_\_\_\_.** The claim form is available at [www.\\_\\_\\_\\_.comwww.grasstrimmersettlement.com](http://www.____.comwww.grasstrimmersettlement.com). The CPSC recall page can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>
- Questions? Read below or visit [www.\\_\\_\\_\\_.comwww.grasstrimmersettlement.com](http://www.____.comwww.grasstrimmersettlement.com) or call [TOLL-FREE-NUMBER] for more information.

#### Your Legal Rights and Options in this Lawsuit

Your legal rights are affected, and you have a choice to make. Your options are explained here.

<b>File a claim</b>	File a claim by DATE to request a voucher. See Questions 8-10 for details.
<b>Do nothing</b>	Receive no voucher and give up the right to sue Husqvarna for the issues in this lawsuit.

QUESTIONS? VISIT [www.\\_\\_\\_\\_.comwww.grasstrimmersettlement.com](http://www.____.comwww.grasstrimmersettlement.com)  
OR CALL [TOLL] FREE-NUMBER

<b>Opt out, receive no benefits, and retain your right to sue</b>	To opt out, you must mail a signed, written request for exclusion by DATE. See Question 14 for details.
<b>Object or comment on the settlement</b>	Object or comment on the settlement by DATE. If you object or comment, you can still file a claim and receive a payment. See Question 15 for details.

### Information about the Lawsuit and Class

#### 1. What is this lawsuit about?

The lawsuit concerns customers in the United States who purchased Husqvarna has-powered grass string trimmers with model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) on or before November 13, 2023 (the “Class Period”).

Plaintiff alleges Husqvarna sold defective grass trimmers that could cause an electrical spark or arcing, posing a fire hazard if gas is on or near the unit. Robin Allen is the plaintiff in the filed class action lawsuits against Husqvarna. The operative complaint in the case is available at [www.\\_\\_\\_\\_\\_.comwww.grasstrimmersettlement.com](http://www._____.comwww.grasstrimmersettlement.com). In February, 2024, Husqvarna recalled the grass trimmers in cooperation with the ~~United States Consumer Product Commission~~CPSC and provided customers with an option to obtain a free repair. Plaintiff claims that this remedy was insufficient. Husqvarna denies that it did anything wrong.

Plaintiffs and Husqvarna have now agreed to a settlement to resolve this lawsuit, as described below. The Court has not decided whether Plaintiff or Husqvarna are correct. By agreeing to the settlement, neither Husqvarna nor Plaintiff make any admissions regarding the merits of the allegations, claims, or defenses in the cases.

The United States District Court for the Western District of North Carolina is overseeing this lawsuit. The lawsuit is known as *Allen v. Husqvarna Professional Products Inc.*, Case No. 3:24-cv-FDW-SCR.

#### 2. What is a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

#### 3. Who is in the Settlement Class?

The “Settlement Class” in this case is defined as:

All persons in the United States (including its states, districts or territories) who purchased a Class Product during the Class Period. The “Class Products” are Husqvarna gas-powered grass string trimmers model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501,

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970514502, 970514503, 970514504, 970545001) sold on or before November 13, 2023. The “Class Period” is at any time up to and including November 13, 2023. Excluded from the Settlement Class are any Judge presiding over the Action, any members of their families, and Husqvarna and affiliated entities and their respective officers and directors. Also excluded from the Class are all purchasers/owners as described above who have already had Consumer Product Safety Commission Release Number: 24-113 performed on their grass ~~strongstring~~ trimmers on or before [the date class notice issues].

If you received a notice of this settlement by email or mail, Husqvarna’s or its retail customer’s records indicate that you are in the Settlement Class. However, you are a class member if you fit within the Settlement Class regardless of whether you received notice by mail and/or email.

People in the Settlement Class are called “Settlement Class Members.”

### Information about the Settlement and about Filing a Claim for a Payment

#### 4. What are the terms of the proposed settlement?

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at [www.strongstring.com/www.grasstrimmersettlement.com](http://www.strongstring.com/www.grasstrimmersettlement.com). This notice provides only a summary of the terms of the settlement. The settlement benefits and other terms are summarized below.

#### 5. What are the benefits of the proposed settlement?

If the settlement is approved and becomes final, Husqvarna will provide (1) a ~~\$4045~~ voucher per Class Product that is brought in for repair/replacement of the ignition module at an authorized Husqvarna dealer within 90 days of [date class notice issues] provided that Class Members submit a claim form on or by [claims deadline], 2) provide a one-year extension to the limited product warranty to Settlement Class Members that bring in their Class Product for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues], 3) provide a three-year extension of the limited product warranty for parts and labor on the ignition module for Class Products that are brought in for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues].

Husqvarna will also pay the costs of distributing notice and vouchers to Settlement Class Members and other costs of administering the settlement, pay court-awarded attorneys’ fees and expenses of the attorneys appointed by the Court to represent the Class (“Settlement Class Counsel”) and any incentive award granted to the Plaintiff.

**To receive a benefit under the settlement, Class Members must first participate in the CPSC recall by receiving a free repair through a Husqvarna authorized dealer. Click here [link to Husqvarna dealer locator] to locate a Husqvarna dealer, and then return to fill out a Settlement claim form here by \_\_\_\_.** The claim form is available at [www.strongstring.com/www.grasstrimmersettlement.com](http://www.strongstring.com/www.grasstrimmersettlement.com). The CPSC recall page can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>

#### 6. How do I participate in the Recall?

To participate in the Recall, you must schedule a free repair through a Husqvarna authorized dealer. Click here [link to Husqvarna dealer locator] to locate a Husqvarna dealer. You should call the closest or most convenient Husqvarna dealer to schedule your repair, or bring in the grass trimmer during open

QUESTIONS? VISIT [www.strongstring.com/www.grasstrimmersettlement.com](http://www.strongstring.com/www.grasstrimmersettlement.com)  
OR CALL [TOLL] FREE-NUMBER

business hours. For questions about the recall, you may call Husqvarna toll-free at 877-257-6921 from 8 a.m. to 7 p.m. ET, Monday through Friday, or email [recalls@husqvarnagroup.com](mailto:recalls@husqvarnagroup.com). The CPSC recall page, which contains more information about the recall, can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>

#### 7. How do I receive an extension to my warranty?

All Settlement Class Members who bring in their Class Product for a repair/replacement of the ignition module at an authorized Husqvarna dealer within one year of [date class notice issues] will automatically receive the one-year extension to the limited product warranty and a three-year extension of the limited product warranty for parts and labor specifically on the ignition module for Class Products. There is no need to file a claim for this benefit.

#### 8. Who is eligible to receive a \$4045 voucher?

All Settlement Class Members who bring the Class Product in for repair/replacement of the ignition module at an authorized Husqvarna dealer between [date class notice issues] and [90 days from date notice issues] are eligible to receive a \$4045 voucher, provided that Class Members submit a claim form on or by [claims deadline].

#### 9. How do I get a \$4045 voucher?

You must file a claim by \_\_\_\_ to receive a voucher. Click [here](#) to file a claim. To qualify for the voucher, you must first bring the Class Product in for repair/replacement of the ignition module at an authorized Husqvarna dealer between [date class notice issues] and [90 days from date notice issues]. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer.

#### 10. How do I file a claim?

To file a claim, click [here](#) or visit [www.\\_\\_\\_\\_\\_.grasstrimmersettlement.com](http://www._____.grasstrimmersettlement.com).

The deadline to file a claim online is \_\_\_\_.

#### 11. How and when can I use the \$4045 voucher?

Vouchers will be redeemable ~~against any products within the Husqvarna product lines, and will be redeemable anywhere within the United States where the Class Member's product was purchased or wherever Husqvarna products are sold, including at the point of purchase~~ at Husqvarna authorized Dealers, ~~Lowe's, or Tractor Supply Company~~, or with Husqvarna online ~~against any products offered there within the Husqvarna product lines~~.

Vouchers will be transferable and usable with other Husqvarna promotions, incentives, vouchers, or coupons, and will have an expiration date of three years from the date the voucher is issued.

### Your Other Rights and Options

#### 12. What happens if I do nothing?

By doing nothing, you are staying in the Settlement Class but you will not receive a voucher. If you bring in your Class Product for a repair/replacement of the ignition module at an authorized Husqvarna dealer

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_.COMWWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW._____.COMWWW.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER

Field Code Changed

within one year of [date class notice issues], you will automatically receive the one-year extension to the limited product warranty and a three-year extension of the limited product warranty for parts and labor specifically on the ignition module for Class Products. If you do nothing, you also will give up the right to sue Husqvarna about the issues in this lawsuit. You will also be legally bound by all of the orders that the Court issues and judgments that the Court makes in this class action.

### 13. How do I exclude myself (opt out) from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a written request for exclusion to \_\_\_\_\_.

To be effective, your request for exclusion must be postmarked by no later than \_\_\_\_\_, and must include the following information:

1. your full name, current mailing address, and telephone number;
2. the approximate date of acquisition and SKU and serial number for your Settlement Class Product
3. a clear statement that you wish to be excluded from the Settlement Class and do not wish to be a Class Member;
4. the name of this lawsuit: *Allen v. Husqvarna Professional Products Inc.*, Case No. 3:24-cv-FDW-SCR.

Requests for exclusion must be specific to individual Settlement Class Members, and Settlement Class Members cannot request exclusion as a class or group.

### 14. How do I object or comment?

If you are a Settlement Class Member, and have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Settlement Class Counsels' request for attorneys' fees and litigation expenses, and/or the request for incentive award to the Plaintiff who brought this lawsuit. To object or comment, you must send to counsel (as specified below) and the Settlement Administrator or file with the Court a written objection/comment including the following:

1. your full name, current mailing address, and telephone number;
2. the name of this lawsuit: *Allen v. Husqvarna Professional Products Inc.*, Case No. 3:24-cv-FDW-SCR;
3. if you are 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;
4. the date of purchase, ~~SKY~~SKU, and serial number for your Class Product;
5. a statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, attaching or providing any proof that you are a Settlement Class Member;
6. a statement of whether your objection applies only to you, 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 you wish to bring to the Court's attention;
7. copies of any documents you want the Court to consider;
8. a statement as to whether you intend to appear at the Final Approval Hearing, either with or without counsel, the identity of any witnesses you may call to testify, a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, and true and correct copies of such exhibits;

QUESTIONS? VISIT [WWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM)  
OR CALL [TOLL] FREE-NUMBER

9. a sworn statement listing all other objections submitted by ~~the you or the~~ your counsel to any class action settlements submitted in any court in the United States in the previous five (5) years. If you or your counsel have not objected to any other class action settlement in the United States in the previous five years, you shall affirmatively so state in the objection.

To be considered by the Court, your comment or objection must be filed with the Court through the Court's CM/ECF system (or any other method in which the Court accepts filings, if any), no later than \_\_\_\_\_ if you are represented by counsel. If you are not represented by counsel, you must serve the objection or comment on the Settlement Administrator via first-class mail, postage prepaid at [ADDRESS], and must also serve the same on counsel as follows:

*Class Counsel at:*

Joel D. Smith  
Yeremey Krivoshey  
SMITH KRIVOSHEY, PC  
867 Boylston Street, 5th Floor, Ste 1520  
Boston, MA 02116  
joel@skclassactions.com  
yeremey@skclassactions.com

*Defense Counsel at:*

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

Note that you can ask the Court to deny approval of the settlement by filing an objection, but you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be provided and the lawsuit will continue. If that is what you want to happen, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

If you object and wish to appear at the final approval hearing, you must file with the Clerk of the Court and serve upon all counsel designated above, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that you (or your counsel) intend to present to the Court in connection with the Final Fairness Hearing.

#### 15. What claims will be released by this Settlement?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the Settlement is approved and becomes final, the Settlement will be legally binding on you and you will be bound by all judgments entered in the case. In exchange for the settlement benefits, you will release all claims against Husqvarna and its affiliates listed in the Settlement Agreement concerning the Class Products. The Settlement Agreement, available at [www.\\_\\_\\_\\_\\_grasstrimmersettlement.com](http://www.grasstrimmersettlement.com), describes the claims you are releasing (giving up) by staying in the Settlement Class. This Settlement Agreement expressly exempts claims for personal injuries, wrongful death, and property damage (other than damage to the Class Product), which are not being released.

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_COMWWW.GRASSTRIMMERSETTLEMENT.COM](http://WWW.GRASSTRIMMERSETTLEMENT.COM)  
OR CALL [TOLL] FREE-NUMBER

Field Code Changed

#### 16. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called “Settlement Class Counsel.”

Joel D. Smith  
Yeremey Krivoshey  
SMITH KRIVOSHEY, PC  
867 Boylston Street, 5th Floor, Ste 1520  
Boston, MA 02116  
joel@skclassactions.com  
yeremey@skclassactions.com

John Hunter Bryson  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC  
900 W. Morgan St.  
Raleigh, NC 27603  
hbryson@milberg.com

You do not have to pay the Settlement Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Settlement Class Counsel will petition the Court for an award of their fees and expenses, which will be paid by Husqvarna (see Question 17).

The Court has also appointed Plaintiff Robin Allen as class representative to represent the Settlement Class.

#### 17. How will the lawyers be paid?

Settlement Class Counsel will file a motion on or before \_\_\_\_\_ asking the Court to award them attorneys’ fees and reimbursement of litigation expenses up to \$550,000. The attorneys’ fees and expenses awarded by the Court will be the only payment to Settlement Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on a wholly contingent basis. In addition, Settlement Class Counsel will ask the Court on or before \_\_\_\_\_ to award the Plaintiff representing the Settlement Class a service award of \$2,000 to compensate her for her efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys’ fees, expenses, and incentive awards to award. Settlement Class Counsel’s application for attorneys’ fees, expenses, and incentive awards will be available at [www.\\_\\_\\_\\_\\_.comwww.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) when it is filed.

#### 18. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Settlement Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Settlement Class Counsel, you will have to pay for that lawyer.

### The Court’s Final Approval Hearing

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_.COMWWW.GRASSTRIMMERSETTLEMENT.COM](http://www.grasstrimmersettlement.com)  
OR CALL [TOLL] FREE-NUMBER



#### 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at \_\_:\_\_.m. on \_\_\_\_\_, in the United States District Court of the Western District of North Carolina, 6300 Charles R. Jonas Federal Bldg., 401 W. Trade Street, Charlotte, NC 28202. The hearing may be moved to a different time without additional notice and/or may be held remotely or telephonically. Please check

~~www.\_\_\_\_\_.~~~~com~~[www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) for updates or changes.

At the final approval hearing, the Court will consider whether the settlement should be approved as fair, reasonable, and adequate. The Court will also consider Settlement Class Counsel's application for attorneys' fees, expenses, and service award to the Plaintiff. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

#### 20. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final ~~Fairness~~[Approval](#) Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

### Getting More Information

#### 23. Where can I get more information?

More information can be found at [www.\\_\\_\\_\\_\\_.grasstrimmersettlement.com](http://www._____.grasstrimmersettlement.com). That website includes important case deadlines, links to case documents including the full Settlement Agreement and the complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling [TOLL-FREE NUMBER], or by contacting Settlement Class Counsel at \_\_\_\_\_.

QUESTIONS? VISIT [www.\\_\\_\\_\\_\\_.com](http://www._____.com)~~WWW.GRASSTRIMMERSETTLEMENT.COM~~  
OR CALL [TOLL] FREE-NUMBER

## Legal Notice

### **IF YOU PURCHASED A HUSQVARNA GAS-POWERED GRASS TRIMMER WITH MODEL NUMBERS 130C, 130L, OR 330LK, YOU MAY BE ENTITLED TO A \$4045 VOUCHER AND EXTENDED WARRANTY FROM A CLASS ACTION SETTLEMENT.**

A settlement has been proposed in a class action lawsuit alleging that certain models of Husqvarna gas-powered grass trimmers with model numbers 130C, 130L, and 330LK (“Class Products”) sold prior to November 13, 2023, were defective. The settlement will provide, subject to certain requirements, (1) a **\$4045 voucher** per Class Product, (2) a one-year extension to the limited product warranty, and (3) a three-year extension of the limited product warranty for parts and labor only on the ignition module only for Class Products. To receive the voucher, you must file a claim form by [DATE].

The United States District Court for the Western District of North Carolina authorized this notice. Before any benefits are provided, the Court will have a hearing to decide whether to approve the settlement. To receive more information about the settlement, you can get a detailed notice and other information, including details on how to object and/or exclude yourself from the settlement, by visiting [www.\\_\\_\\_\\_.grasstrimmersettlement.com](http://www.____.grasstrimmersettlement.com), calling [NUMBER], and writing to [ADDRESS].

### **WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

All persons in the United States (including its states, districts or territories) who purchased a Class Product during the Class Period. The “Class Products” are Husqvarna gas-powered grass string trimmers model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), and **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) sold on or before November 13, 2023. Purchasers/owners who have already had Consumer Product Safety Commission Recall Number: 24-113 (“CPSC Recall”) performed on their grass strong trimmers on or before [the date class notice issues] are not included.

### **WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?**

The settlement provides entitlement to warranty extensions and vouchers to resolve the lawsuit. If approved by the Court, the settlement will provide (1) a **\$4045 voucher** per Class Product that is brought in for repair/replacement of the ignition module per the CPSC Recall at an authorized Husqvarna dealer within 90 days of [date class notice issues] provided that Class Members submit a claim form on or by [claims deadline], (2) a one-year extension to the limited product warranty to Settlement Class Members that bring in their Class Product for a repair/replacement of the ignition module per the CPSC Recall at an authorized Husqvarna dealer within one year of [date class notice issues], (3) a three-year extension of the limited product warranty for parts and labor on the ignition module for Class Products that are brought in for a repair/replacement of the ignition module per the CPSC Recall at an authorized Husqvarna dealer within one year of [date class notice issues], and (4) Settlement Administration Expenses, (5) an Incentive Award to Class Representative, and (6) Attorneys’ Fees and Expenses.

**TO SUBMIT A CLAIM FORM, GO TO [WWW.\\_\\_\\_\\_.GRASSTRIMMERSETTLEMENT.COM](http://WWW.____.GRASSTRIMMERSETTLEMENT.COM).**

### **HOW DO I PARTICIPATE IN THE RECALL?**

To participate in the CPSC Recall, you must schedule a free repair through a Husqvarna authorized dealer. Click [here](#) [link to Husqvarna dealer locator] to locate a Husqvarna dealer. You should call the closest or most convenient Husqvarna dealer to schedule your repair, or bring in the grass trimmer during open business hours. For questions about the recall, you may call Husqvarna toll-free at 877-257-6921 from 8 a.m. to 7 p.m. ET, Monday through Friday, or email [recalls@husqvarnagroup.com](mailto:recalls@husqvarnagroup.com). The CPSC Recall page, which contains more information about the recall, can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmmers-Due-to-Fire-Hazard>

### **WHO REPRESENTS YOU?**

The Court appointed the law firms of Smith Krivoshey, PC and Milberg Coleman Bryson Phillips Grossman, PLLC to represent you as Class Counsel.

### **WHAT ARE YOUR OPTIONS?**

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_.GRASSTRIMMERSETTLEMENT.COM](http://WWW.____.GRASSTRIMMERSETTLEMENT.COM) OR CALL [TOLL] FREE-NUMBER

**Legal Notice**

**IF YOU PURCHASED A HUSQVARNA GAS-POWERED GRASS TRIMMER WITH MODEL NUMBERS 130C, 130L, OR 330LK, YOU MAY BE ENTITLED TO A \$~~40~~45 VOUCHER AND EXTENDED WARRANTY FROM A CLASS ACTION SETTLEMENT.**

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; (3) have the CPSC recall performed on your product and avail yourself of the benefits provided for under and in accordance with the requirements spelled out in the Settlement Agreement (including complying with deadlines ~~deadlines~~ with respect to the voucher and extended warranty relief) and, with respect to the voucher, timely send in a Claim Form; (4) object to the settlement; and/or (5) go to a hearing about the fairness of the settlement.

**If you do not want to be legally bound by the settlement, you must exclude yourself by letter postmarked by \_\_\_\_\_.** The detailed “Long Form” notice available at ~~www.\_\_\_\_\_com~~[www.grasstrimmersettlement.com](http://www.grasstrimmersettlement.com) explains how to exclude yourself or object. You may also call [TOLL] FREE-NUMBER for details.

The Court will hold a hearing in this case on DATE at TIME in the United States District Court of the Western District of North Carolina, 6300 Charles R. Jonas Federal Bldg., 401 W. Trade Street, Charlotte, NC 28202. At this hearing, the Court will consider whether to approve the settlement and whether to approve Class Counsel’s application for attorneys’ fees, expenses, and incentive award.

You may appear at the hearing, but you do not have to. You do not need to retain an attorney to appear at the hearing, but you have the right to do so.

**Allen v. Husqvarna Professional Products Inc.**  
In the United States District Court for the Western District of North Carolina  
Case No. No. 3:24-cv-FDW-SCR

**Settlement Claim Form**

If you are a Class Member and wish to receive a voucher, your completed Claim Form must be submitted online at www.\_\_\_\_\_.com www.grasstrimmersettlement.com on or before \_\_\_\_.

Please read the full notice of this Settlement (available at www.\_\_\_\_\_.com www.grasstrimmersettlement.com) carefully before filling out this Claim Form.

**Potential \$4045 Voucher Award:** To be eligible to receive a \$4045 voucher, you must have purchased a Husqvarna gas-powered grass string trimmer with model numbers **130C** (SKU # 970514301, 970514302, 970514303, 970694601, 970694701), **130L** (SKU # 970514401, 970514402, 970514403, 970694801, 970694901), or **330LK** (SKU # 970514501, 970514502, 970514503, 970514504, 970545001) (collectively, the “Class Products”), on or before November 13, 2023 (the “Class Period”), and satisfy the following requirements:

- You must **first** participate in the Consumer Product Safety Commission recall by delivering your grass trimmer for repair or replacement to a Husqvarna authorized dealer between [notice date] and [90 days after notice date] (the “Claim Period”). Click here [link to Husqvarna dealer locator] to locate a Husqvarna dealer, and then return to fill out this Settlement claim form by \_\_\_\_\_. The CPSC recall page can be found at <https://www.cpsc.gov/Recalls/2024/Husqvarna-Recalls-Grass-Trimmers-Due-to-Fire-Hazard>
- If you purchased more than one affected grass trimmer that is part of the settlement, you must submit information for each such product on the claim form.

**PART ONE: CLAIMANT INFORMATION**

Provide your name, and contact information, ~~and claim number from the Spa Pump Recall below.~~ It is your responsibility to notify the ClaimsSettlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	LAST NAME	
STREET ADDRESS		
CITY	STATE	ZIP CODE

EMAIL ADDRESS

**PART TWO: GRASS TRIMMER AND RECALL INFORMATION**

YOUR GRASS TRIMMER SKU NUMBER:

YOUR GRASS TRIMMER SERIAL NUMBER:

APPROXIMATE DATE OF PURCHASE:

DATE GRASS TRIMMER WAS DELIVERED FOR REPAIR:

NAME OF REPAIR FACILITY WHERE RECALL REPAIR WAS PERFORMED:

STREET ADDRESS (OF REPAIR FACILITY)

CITY (OF REPAIR FACILITY)

STATE

ZIP CODE

**IF YOU PURCHAED MORE THAN ONE AFFECTED GRASS TRIMMER, FILL OUT INFORMATION FOR EACH UNIT BY CLICKING “ADD ANOTHER UNIT” BELOW**

**[ADD ANOTHER UNIT ] (pressing this button will create a drop down identical to Part Two above for as many additional units as Class Members wish to add)**

**PART THREE: PREFERRED METHOD OF RECEIPT OF VOUCHER**

You can elect to receive a voucher by mail or email. Please select one option below:

QUESTIONS? VISIT [WWW.CASE324CV00896FDWSCR.COM](http://WWW.CASE324CV00896FDWSCR.COM) OR CALL [NUMBER] TOLL-FREE

☐ EMAIL (to email address provided above in Part ~~Two~~One)

☐ MAIL (to mailing address provided above in Part ~~Two~~One)

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**PART FOUR: PROOF OF DELIVERY FOR RECALL REPAIR**

Attach a copy of proof of delivery of the product for the Recall repair, as provided by the Dealer.

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**PART FIVE: ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the United States of America that (1) I purchased the Class Product listed above, (2) I have participated in the Recall conducted in cooperation with the Consumer Product Safety Commission within the Claim Period, and (3) all of the information on this Claim Form is true and correct to the best of my knowledge.

I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE	DATE

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**Please keep a copy of this Claim Form for your records.**

## **CLAIMS PROCESS INSTRUCTIONS**

The following instructions set forth the general parameters of the Claims process, per the terms of the Settlement Agreement:

1) ~~Within the Claims Period as defined in the Settlement Agreement, the~~The Settlement Class Member must take the Class Product to an Authorized Husqvarna Dealer/Center within 90 days of Notice as defined in the Settlement Agreement. An Authorized Dealer can be located here [Dealer Locator]. The Class Product must have a readable SKU and serial number. **Make sure to write down or take a picture of the SKU and serial number before dropping off the Class Product at the Authorized Dealer.**

2) The Authorized Husqvarna Dealer/Center collects Settlement Class Member's contact information, including mailing address and (where applicable) email address, as well as the Class Product's SKU and serial number and date of purchase. **Make sure to save the receipt from the Authorized Husqvarna Dealer/Center when you drop off your Class Product for repair.**

3) The Authorized Husqvarna Dealer/Center performs the repair per Recall 24-113.

4) The Settlement Class Member must submit the Claim Form to the Settlement Administrator. The Claim Form must be submitted within the Claims Period and by the Claim Deadline, as defined in the Settlement Agreement (which is available on the Settlement Website).

5) The Settlement Administrator receives and evaluates the Claim.

6) The Settlement Administrator will confirm the submission of the Claim with the Settlement Class Member or notify the Settlement Class Member of any deficiencies in the Claim and provide the Settlement Class Member an opportunity to cure the deficiencies within the Claims Period.

7) Upon Final Approval of the Settlement, the Settlement Administrator will issue Voucher to Settlement Class Members who submitted a verified Claim.