

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23 CVS 5594

HUSQVARNA PROFESSIONAL
PRODUCTS, INC. and
HUSQVARNA BUSINESS
SUPPORT AB,

Plaintiffs,

v.

ROBIN AUTOPILOT HOLDINGS,
LLC; ROBIN TECHNOLOGIES,
INC.; ROBOTIC MOWING
INVESTMENTS, LLC; RLAM
AZALEA, LLC; JEFFREY R.
DUDAN IRREVOCABLE TRUST;
JEFFREY DUDAN; and ANTHONY
HOPP,

Defendants.

ORDER ON DESIGNATION

1. **THIS MATTER** is before the Court pursuant to the Determination Order issued on 4 April 2023 by the Honorable Paul Newby, Chief Justice of the Supreme Court of North Carolina, directing the undersigned to determine whether this action is properly designated as a mandatory complex business case in accord with N.C.G.S. § 7A-45.4(a).

2. Plaintiffs Husqvarna Professional Products, Inc. (“Husqvarna Products”) and Husqvarna Business Support AB (“Husqvarna Business”; together, the “Husqvarna Parties”) filed the Complaint and Motion to Compel Arbitration and Stay Litigation (the “Complaint”) initiating this action in Mecklenburg County Superior Court on 3 April 2023, asserting five claims for anticipatory breach of contract against Defendant Robin Autopilot Holdings, LLC (“Robin Autopilot”); claims for anticipatory breach of contract and declaratory judgment against Robin Autopilot and Defendant

Robin Technologies, Inc. (“Robin Technologies”; together, the “Robin Parties”); and a claim for declaratory judgment against the other members of Robin Autopilot, which include the Robin Parties and Defendants Robotic Mowing Investments, LLC, RLAM Azalea, LLC, Jeffrey R. Dudan Irrevocable Trust, Jeffrey Dudan, and Anthony Hopp. (See Compl. & Mot. Compel Arb. & Stay Litig. ¶¶ 69–126 [hereinafter “Compl.”].) The Husqvarna Parties timely filed the Notice of Designation of Action as Mandatory Complex Business Case (the “NOD”) on the same day. (See Notice Designation Action Mandatory Complex Bus. Case 1 [hereinafter “NOD”].)

3. The Husqvarna Parties contend that designation as a mandatory complex business case is proper under N.C.G.S. § 7A-45.4(a)(1). Designation under this section is proper if the action involves a material issue related to “[d]isputes involving the law governing corporations, except charitable and religious organizations qualified under G.S. 55A-1-40(4) on the grounds of religious purpose, partnerships, and limited liability companies, including disputes arising under Chapters 55, 55A, 55B, 57D, and 59 of the General Statutes.”

4. This case arises out of a series of contract disputes. The Husqvarna Parties allege that, in mid-2019, they entered into discussions with the Robin Parties “regarding a business relationship within the autonomous mowing industry.” (Compl. ¶ 20.) Husqvarna Products and Robin Technologies subsequently executed a non-disclosure agreement in June 2019, followed by a 1 January 2021 supply agreement between Husqvarna Products and Robin Autopilot and a 27 May 2021 original admission agreement between Husqvarna Business and Robin Autopilot.

(See Compl. ¶¶ 21, 22, 27.) According to the Complaint, the original admission agreement incorporated the terms of the supply agreement, required Husqvarna Business to contribute capital to Robin Autopilot, admitted Husqvarna Business as a member of Robin Autopilot, and granted Husqvarna Business one seat on Robin Autopilot's board. (See Compl. ¶ 23.) The Husqvarna Parties also allege that Robin Autopilot's operating agreement was amended on 1 December 2021. (See Compl. ¶¶ 29–32.)

5. In early 2022, the Husqvarna Parties allege that disputes related to intellectual property and a non-solicitation agreement in the original admission agreement arose between them and the Robin Parties. (See Compl. ¶ 33.) The Husqvarna Parties allege that they subsequently entered into three additional agreements with the Robin Parties, each dated 8 September 2022, to settle these disputes. (See Compl. ¶ 34.) According to the allegations in the Complaint, on 6 March 2023, the CEO of the Robin Parties sent the Husqvarna Parties a memorandum accusing them of competing with Robin Autopilot in violation of the various agreements and that, as a result, the Robin Parties no longer intended to perform their obligations under the agreements. (See Compl. ¶¶ 57–67.) This lawsuit followed.

6. In support of designation under section 7A-45.4(a)(1), the Husqvarna Parties argue that the action “arises out of a dispute over various agreements, including three agreements between a limited liability company and one of its members[,]” that “directly implicate the law governing the relationships of limited

liability companies and their members and the contracts that govern those relationships.” (NOD 3–4.)

7. As made plain by a review of the NOD and confirmed by the allegations in the Complaint, however, it is clear that resolution of the Husqvarna Parties’ asserted claims requires only a straightforward application of contract law principles and does not implicate the law governing limited liability companies under N.C.G.S. § 7A-45.4(a)(1). See *Rybicka-Kozlowska v. Durham Nephrology Assocs., P.A.*, 2022 NCBC LEXIS 118, at *3–4 (N.C. Super. Ct. Sept. 30, 2022) (declining to designate under (a)(1) where plaintiff’s claims involved only breach of contract and breach of good faith and fair dealing claims); *Parker v. Brock*, 2021 NCBC LEXIS 49, at *3–4 (N.C. Super. Ct. May 7, 2021) (declining to designate under (a)(1) where plaintiff’s claims involved a contract dispute requiring a determination of the rights of LLC members and did not implicate the law governing limited liability companies) (collecting cases).

8. Based on the foregoing, the Court determines that this action shall not proceed as a mandatory complex business case under N.C.G.S. § 7A-45.4(a) and thus shall not be assigned to a Special Superior Court Judge for Complex Business Cases.

9. Consistent with the Determination Order, the Court hereby advises the Senior Resident Superior Court Judge of Judicial District 26 that this action is not properly designated as a mandatory complex business case so that the action may be treated as any other civil action, wherein the parties may pursue designation as a Rule 2.1 exceptional case with the Senior Resident Superior Court Judge.

10. The Court's ruling is without prejudice to the right of the parties to otherwise seek designation of this matter as a mandatory complex business case as may be provided under section 7A-45.4.

SO ORDERED, this the 5th day of April, 2023.

/s/ Louis A. Bledsoe, III
Louis A. Bledsoe, III
Chief Business Court Judge