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**FILED**  
San Diego Superior Court

MAY 29 2026

Clerk of the Superior Court  
By: B. Orihuela, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

NINA DE ROCHEMONT, RAPHELLE  
GUY, and ANTONIO FERNANDEZ,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

UC DISTRIBUTION LLC, a Delaware limited  
liability company; 7270356 CANADA INC., a  
Canada Business Corporation, d/b/a  
AVANQUEST SOFTWARE; AVANQUEST  
SOFTWARE SAS, a French company; and  
DOES 2-50, inclusive,

Defendants.

CASE NO. 25CU024563C

CLASS ACTION

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

[IMAGED FILE]

1 Pending before the Court is the Motion for (1) Final Approval of Settlement; (2) Award of  
2 Attorneys' Fees and Litigation Expenses; (3) Service Awards; and (4) Approval of *Cy Pres*  
3 Recipient ("Motion for Final Approval") relating to the settlement agreement ("Settlement")  
4 between plaintiffs Nina de Rochemont, Raphelle Guy, and Antonio Fernandez ("Plaintiffs") and  
5 defendants UC Distribution LLC, 7270356 Canada Inc., and Avanquest Software SAS  
6 ("Defendants").

7 WHEREAS, on January 30, 2026, this Court entered an order granting Plaintiffs' motion for  
8 preliminary approval of the Settlement (ROA# 28);

9 WHEREAS, counsel for the Parties appeared before this Court on May 29, 2026, at which  
10 time Plaintiffs requested final approval of the Settlement and Class Counsel requested an award of  
11 attorneys' fees, reimbursement of litigation expenses, and service awards; and

12 WHEREAS, due and adequate notice of the Settlement having been given, and the Court  
13 having considered all papers filed and proceedings had herein, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

15 1. All terms and phrases in this Final Approval Order and Judgment shall have the same  
16 meanings ascribed to them in the Settlement Agreement (ROA# 18 Ex. 1), unless otherwise noted.

17 2. The Court finds and determines that the notice procedure implemented in this  
18 Litigation provides for the best notice practicable under the circumstances, and that such notice  
19 procedure satisfies the requirements of California Rules of Court, rule 3.769, and due process.

20 3. The Court finds and determines that no Class Member has objected to any aspect of  
21 the Settlement.

22 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,  
23 and adequate. The Court further finds and determines that settlement of the Action at this time will  
24 avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented  
25 by the further prosecution of the Litigation. The Court hereby grants final approval of the Settlement  
26 and directs the Parties to effectuate and consummate the Settlement's terms as set forth in the  
27 Agreement and this Order.

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1           5.       The Class is defined as follows:

2           All California residents who, (1) on or after December 1, 2010, were enrolled in an  
3           automatic renewal or continuous service subscription for an Avanquest Software  
4           product by Avanquest Software SAS, UC Distribution LLC, or 7270356 Canada Inc.,  
5           and (2) were charged for such subscription between November 16, 2019 and August  
6           31, 2025, limited to individuals who did not receive a full refund of amounts paid  
7           towards such subscription. Excluded from the Class are all employees of Defendants,  
8           all employees of Plaintiffs' counsel, and the judicial officers to whom this case is  
9           assigned.

10          For the foregoing Class definition, the term "Avanquest Software" means the following software  
11          products: ExpertPDF, inPixio, PC HelpSoft Driver Updater, PC HelpSoft PC Cleaner, PC HelpSoft  
12          Mac Cleaner, Driver Updater, Adaware Privacy, Adaware Adblock, Adaware PC Cleaner, Adaware  
13          Driver Manager, OneSafe PC Cleaner, OneSafe Mac Cleaner, OneSafe Driver Manager, PDF  
14          Architect, PDFCreator, PDFSuite, and SodaPDF.

15               6.       The Court finds that no individuals requested to be excluded from the Class.

16               7.       Pursuant to Section IV.A of the Settlement Agreement, Defendants shall transmit the  
17          remaining \$2,000,000 of the Settlement Amount to the Settlement Administrator by wire transfer  
18          no later than seven days following entry of this Order and Judgment. The date on which that payment  
19          is made is referred to as the "Funding Date."

20               8.       The Court grants Class Counsel's motion for an award of attorneys' fees in the  
21          amount of \$950,000, which the Court finds justified under the common fund doctrine and with a  
22          lodestar/multiplier cross-check. The fee award is warranted in light of the time Class Counsel  
23          invested in the Litigation, the risk Class Counsel undertook in prosecuting the Litigation on a  
24          contingency basis, the results achieved, the novelty of the legal issues, and the skill with which Class  
25          Counsel presented Plaintiffs' claims. The Settlement Administrator shall pay the fee award to Class  
26          Counsel from the Settlement Amount within seven days after the Funding Date.

27               9.       The Court grants Class Counsel's motion for reimbursement of litigation expenses  
28          in the amount of \$137,047.21, which the Court finds were reasonably incurred in the prosecution of  
29          the Litigation. The Settlement Administrator shall pay the expense amount to Class Counsel from  
30          the Settlement Amount within seven days after the Funding Date.

1           10.     The Court grants the request for service awards in the amount of \$5,000 each to Nina  
2 de Rochemont, Raphelle Guy, and Antonio Fernandez, and \$1,250 each to Lena Mercuri, William  
3 Peterson, Gilbert Hooper, and Victor Medrano. The Court finds that these awards are justified in  
4 light of assistance provided to Class Counsel, the risk undertaken by the named plaintiffs, and the  
5 recovery obtained on behalf of the Class. These amounts shall be paid from the Settlement Amount  
6 within seven days after the Funding Date.

7           11.     The Court finds that the fees and expenses of the Settlement Administrator, CPT  
8 Group, Inc., in the amount of \$89,700, are fair and reasonable. Such payment is authorized to be  
9 made from the Settlement Amount after the Funding Date.

10          12.     Following the Funding Date, to the extent the Settlement Administrator did not  
11 previously receive a Class Member's election regarding a method for settlement payment, the  
12 Settlement Administrator shall send at least two emails to Class Members requesting such election.  
13 Class Members for whom the Settlement Administrator has a mailing address but not an email  
14 address shall be sent a postcard notice. Class Members must select a payment method by the date  
15 that is 60 days after the Funding Date. Thereafter, the Settlement Administrator shall distribute the  
16 Net Settlement Amount on an equal, pro-rata basis to those Class Members who timely selected a  
17 payment method. In the event any electronic payment is unable to be processed or a check is returned  
18 to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to  
19 contact the Class Member by telephone or email. Settlement checks or payments not negotiated or  
20 completed within 60 days after mailing or transmittal by the Settlement Administrator will be void.

21          13.     The Court approves Consumer Federation of California as the *cy pres* recipient. Any  
22 portion of the Net Settlement Amount that remains unpaid 120 days after the distribution date shall  
23 be paid to Consumer Federation of California.

24          14.     Plaintiffs and all Class Members are bound by the terms of the Settlement  
25 Agreement, including its Release, and this Final Approval Order and Judgment. Pursuant to Section  
26 IX of the Settlement Agreement, immediately upon full funding of the Settlement by Defendants,  
27 all of the claims to be released by Plaintiffs and Class Members shall be released.

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15. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b), the Parties are ordered to cause a copy of this Final Approval Order and Judgment to be posted by the Settlement Administrator on the Settlement Website.

16. This Final Approval Order and Judgment constitutes a final judgment that is binding on the Parties and the Class Members. Without affecting the finality of this Final Approval Order and Judgment, pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), this Court retains continuing jurisdiction over the subject matter of the Litigation, the Class Representatives, the Class Members, and Defendants to implement and enforce the Settlement Agreement and this Final Approval Order and Judgment.

17. The Clerk is directed to promptly enter this Order and Judgment on the register of actions.

IT IS SO ORDERED.

DATED: 5/29, 2026



Hon. Wendy M. Behan  
Judge of the Superior Court