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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By M. Sepulveda, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

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

14 Plaintiffs.

vs.

17 UC DISTRIBUTION LLC, a Delaware
18 limited liability company;
19 7270356 CANADA INC., a Canada
20 Business Corporation, d/b/a AVANQUEST
21 SOFTWARE;
AVANQUEST SOFTWARE SAS, a French
company,
and DOES 2-50, inclusive,

Defendants.

CASE NO. 25CU024563C

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

(1) FALSE ADVERTISING (BASED ON VIOLATION OF THE CALIFORNIA AUTOMATIC RENEWAL LAW)
[Bus. & Prof. Code, § 17600 et seq. & § 17535];

(2) UNFAIR COMPETITION (BASED ON UNLAWFUL BUSINESS PRACTICES) [Bus. & Prof. Code, § 17200 et seq.]; and

(3) UNFAIR COMPETITION (BASED ON UNFAIR OR FRAUDULENT BUSINESS PRACTICES AND/OR UNFAIR, DECEPTIVE, UNTRUE, OR MISLEADING ADVERTISING) [Bus. & Prof. Code, § 17200 et seq.]

INTRODUCTION

2 1. This class action complaint alleges that defendants UC Distribution LLC, 7270356
3 Canada Inc., d/b/a Avanquest Software, and Avanquest Software SAS (collectively, “Defendants”),
4 violate California law in connection with the advertising and sale of computer software products.

5 2. Defendants advertise and sell software products for what they represent to be a fixed
6 price for a limited period of time. However, upon receipt of an order, Defendants enroll the
7 purchaser in a subscription program that will automatically renew from one period to the next. Then,
8 under the guise that the purchaser “agreed” to an automatic renewal arrangement, Defendants
9 impose subsequent and unauthorized charges to the purchaser’s credit card, debit card, or third-party
10 payment account. In so doing, Defendants fail to provide the clear and conspicuous disclosures
11 mandated by California law; charge consumers for automatic renewal subscriptions without first
12 obtaining the consumer’s affirmative consent to an agreement that contains clear and conspicuous
13 disclosure of required automatic renewal offer terms; fail to provide purchasers with an
14 acknowledgment mandated by California law; fail to provide an online and/or cost-effective, timely,
15 and easy-to-use mechanism for cancellation; and engage in conduct that is otherwise unlawful,
16 unfair, fraudulent, deceptive, or misleading. Such conduct constitutes false advertising, based on
17 violation of the California Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.), and it also
18 violates the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.).

19 3. This action seeks restitution for Plaintiffs and other affected California purchasers,
20 and a public injunction for the benefit of the People of the State of California.

THE PARTIES

22 4. Plaintiff Nina de Rochemont (“de Rochemont”) is an individual residing in San
23 Diego County, California.

24 5. Plaintiff Raphelle Guy (“Guy”) is an individual residing in Los Angeles County,
25 California.

26 6. Plaintiff Antonio Fernandez (“Fernandez”) is an individual residing in Los Angeles
27 County, California.

1 7. De Rochemont, Guy, and Fernandez are collectively referred to herein as
2 “Plaintiffs.”

3 8. UC Distribution LLC (“UC Distribution”) is a limited liability company organized
4 under the laws of Delaware that does business in San Diego County and throughout California.
5 UC Distribution engages in the advertising and sale of computer software, and in the “processing”
6 of charges to purchasers’ credit card, debit card, or other payment accounts for sales of computer
7 software, whether such sales are nominally made by UC Distribution itself or by any of its affiliated
8 entities. UC Distribution does business under its own name and under the fictitious business name
9 “Upclick.”

10 9. 7270356 Canada Inc. is a numbered corporation organized pursuant to the Canada
11 Business Corporations Act that maintains its principal place of business in Montréal, Quebec, and
12 does business under the name Avanquest Software. For ease of reference, 7270356 Canada Inc. is
13 sometimes referred to in this Complaint as “Avanquest Canada.” Avanquest Canada does business
14 in San Diego County and throughout California, including the marketing and sale of computer
15 software products.

16 10. Defendant Avanquest Software SAS (“SAS”) is a company organized under the laws
17 of France that does business in San Diego County and throughout California, including the
18 marketing and sale of computer software products.

19 11. UC Distribution, Avanquest Canada, and SAS are part of a group of affiliated
20 entities. UC Distribution and Avanquest Canada are wholly-owned subsidiaries of 7104189 Canada
21 Inc, d/b/a Avanquest Canada Holding Inc., which in turn is a wholly-owned subsidiary of SAS,
22 which in turn is a wholly-owned subsidiary of Claranova SE, a European public limited-liability
23 company. There are also other entities within the group of affiliated companies.

24 12. Plaintiffs do not know the names of the defendants sued as DOES 2 through 50 but
25 will amend this Complaint when that information becomes known. Plaintiffs allege on information
26 and belief that each of the DOE defendants is affiliated with one or more of the named defendants
27 in some respect and is in some manner responsible for the wrongdoing alleged herein, either as a
28 direct participant, or as the principal, agent, successor, alter ego, or co-conspirator of or with one or

1 more of the other defendants. For ease of reference, Plaintiffs will refer to the named defendants
2 and the DOE defendants collectively as “Defendants.”

3 **VENUE**

4 13. Venue is proper in this judicial district because Defendants conduct business in San
5 Diego County and a substantial part of the events giving rise to this action occurred in San Diego
6 County. Venue is also proper in this judicial district because UC Distribution, Avanquest Canada,
7 and SAS have not designated a principal office in California, and therefore venue is proper in any
8 county designated by Plaintiffs.

9 **SUMMARY OF APPLICABLE LAW**

10 **Automatic Renewal Law (Bus. & Prof. Code, § 17600 et seq.)**

11 14. In 2009, the California Legislature passed Senate Bill 340, which took effect on
12 December 1, 2010 as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code,
13 § 17600 et seq. (“ARL”).) (Unless otherwise specified, all statutory references in this Complaint are
14 to the California Business and Professions Code.) SB 340 was introduced because:

15 It has become increasingly common for consumers to complain about unwanted
16 charges on their credit cards for products or services that the consumer did not
17 explicitly request or know they were agreeing to. Consumers report they believed
18 they were making a one-time purchase of a product, only to receive continued
shipments of the product and charges on their credit card. These unforeseen charges
are often the result of agreements enumerated in the “fine print” on an order or
advertisement that the consumer responded to.

19 (See Exhibit 1 at p. 4.)

20 15. The Assembly Committee on Judiciary provided the following background for the
21 legislation:

22 This non-controversial bill, which received a unanimous vote on the Senate floor,
23 seeks to protect consumers from unwittingly consenting to “automatic renewals” of
24 subscription orders or other “continuous service” offers. According to the author and
25 supporters, consumers are often charged for renewal purchases without their consent
or knowledge. For example, consumers sometimes find that a magazine subscription
renewal appears on a credit card statement even though they never agreed to a
renewal.

26 (See Exhibit 2 at p. 8.)

27 16. The ARL seeks to ensure that, before there can be a legally-binding automatic
28 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms

1 and conditions and affirmative consent by the consumer. To that end, § 17602(a) makes it unlawful
2 for any business making an automatic renewal offer or a continuous service offer to a consumer in
3 California to do any of the following:

4 a. Fail to present the automatic renewal offer terms or continuous service offer
5 terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled
6 and in visual proximity to the request for consent to the offer. (Bus. & Prof. Code, § 17602(a)(1).)
7 For this purpose, “clear and conspicuous” means “in larger type than the surrounding text, or in
8 contrasting type, font, or color to the surrounding text of the same size, or set off from the
9 surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention
10 to the language.” (Bus. & Prof. Code, § 17601(a)(3).) The statute defines “automatic renewal offer
11 terms” to mean the “clear and conspicuous” disclosure of the following: (a) that the subscription or
12 purchasing agreement will continue until the consumer cancels; (b) the description of the
13 cancellation policy that applies to the offer; (c) the recurring charges that will be charged to the
14 consumer’s credit or debit card or payment account with a third party as part of the automatic
15 renewal plan or arrangement, and that the amount of the charge may change, if that is the case, and
16 the amount to which the charge will change, if known; (d) the length of the automatic renewal term
17 or that the service is continuous, unless the length of the term is chosen by the consumer; and (e) the
18 minimum purchase obligation, if any. (Bus. & Prof. Code, § 17601(a)(2).)

19 b. Charge the consumer’s credit or debit card or the consumer’s account with a
20 third party for an automatic renewal or continuous service without first obtaining the consumer’s
21 affirmative consent to the agreement containing the automatic renewal offer terms or continuous
22 service offer terms, including the terms of an automatic renewal offer or continuous service offer
23 that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code,
24 § 17602(a)(2).)

25 c. Fail to provide an acknowledgment that includes the automatic renewal or
26 continuous service offer terms, cancellation policy, and information regarding how to cancel. (Bus.
27 & Prof. Code, § 17602(a)(3).)

1 17. Section 17602(c)(1) requires that the acknowledgment specified in § 17602(a)(3)
2 include a toll-free telephone number, email address, or another “cost-effective, timely, and easy-to-
3 use” mechanism for cancellation.

4 18. Violation of the ARL gives rise to restitution and injunctive relief under the general
5 remedies provision of the False Advertising Law, § 17535. (Bus. & Prof. Code, § 17604(a).) The
6 remedies of the FAL are cumulative to each other and to the remedies available under all other laws
7 of California. (Bus. & Prof. Code, § 17534.5.)

8 19. If a business sends any goods, wares, merchandise, or products to a consumer under
9 an automatic renewal or continuous service agreement without first obtaining the consumer’s
10 affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic
11 renewal offer terms, such material is deemed to be an “unconditional gift” to the consumer. (Bus.
12 & Prof. Code, § 17603.)

13 20. In this Complaint, references to an “automatic renewal” arrangement encompass a
14 “continuous service” arrangement, unless otherwise specified.

15 **Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.)**

16 21. The Unfair Competition Law (“UCL”) defines unfair competition as including any
17 unlawful, unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading
18 advertising; and any act of false advertising. (Bus. & Prof. Code, § 17200.)

19 22. Violation of the UCL gives rise to restitution and injunctive relief. (Bus. & Prof.
20 Code, § 17203.) The remedies of the UCL are cumulative to each other and to the remedies available
21 under all other laws of California. (Bus. & Prof. Code, § 17205.)

22 **OVERVIEW OF DEFENDANTS’ BUSINESS PRACTICES**

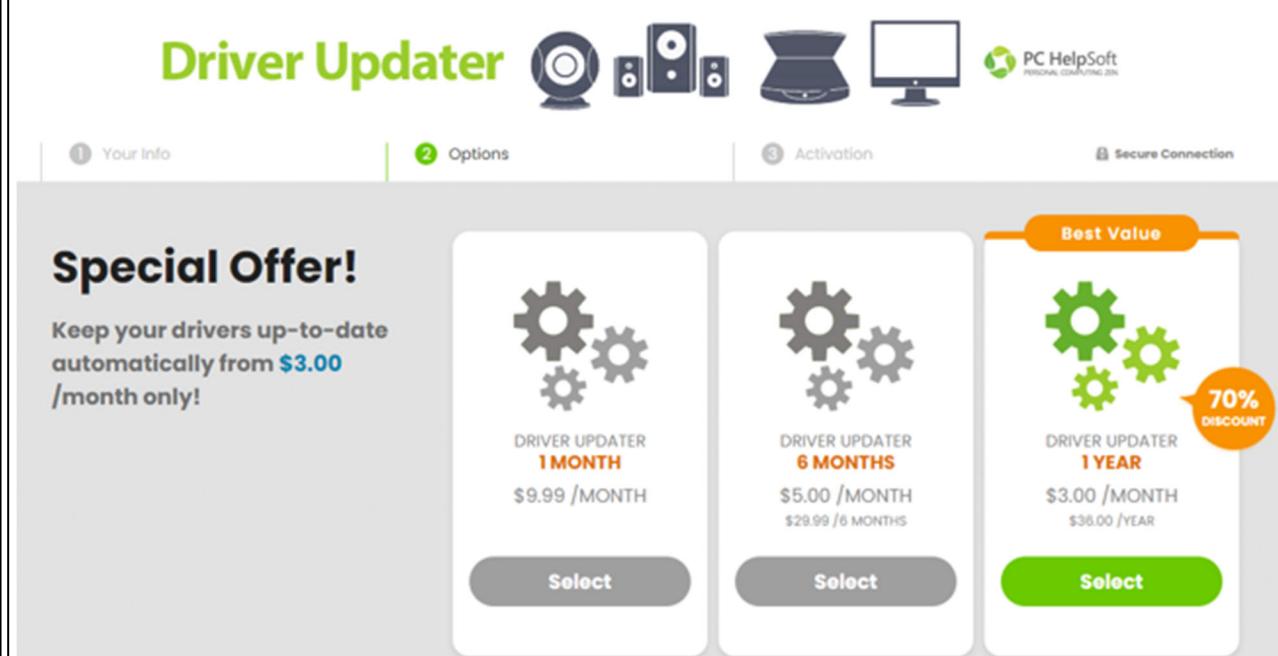
23 23. Defendants advertise and sell a variety of computer software, mostly in three primary
24 categories. In a “PDF” category, Defendants advertise and sell products including, but not limited
25 to, Soda PDF, Expert PDF, PDF Suite, and PDF Architect. In a “Utilities” category, Defendants
26 advertise and sell several products under the “PC HelpSoft” brand (Driver Updater and PC Cleaner)
27 and under the “Adaware” brand (Privacy, Adblock, PC Cleaner, and Driver Manager). In a “Photos”
28 category, Defendants advertise and sell photo editing software under the “inPixio” brand. These

1 products are advertised and sold through interactive websites, including www.ucdistributionllc.com,
2 www.sodapdf.com, www.pchelpsoft.com, www.inpixio.com, and possibly others.

3 24. On information and belief, when individuals in the United States purchase software
4 from Defendants, or from one of their affiliated entities, the credit card, debit card, or other payment
5 account charges (including renewal charges) are processed and posted by UC Distribution, acting
6 either for itself or as an authorized agent of the affiliate that, within the Avanquest group of
7 companies, is treated as making the sale.

8 25. When an individual in the United States purchases a software product through one
9 of the websites identified above (or from another website owned or operated by a Defendant), the
10 individual is presented with a sequence of website screens that are designed, controlled, and/or
11 authorized by Defendants.

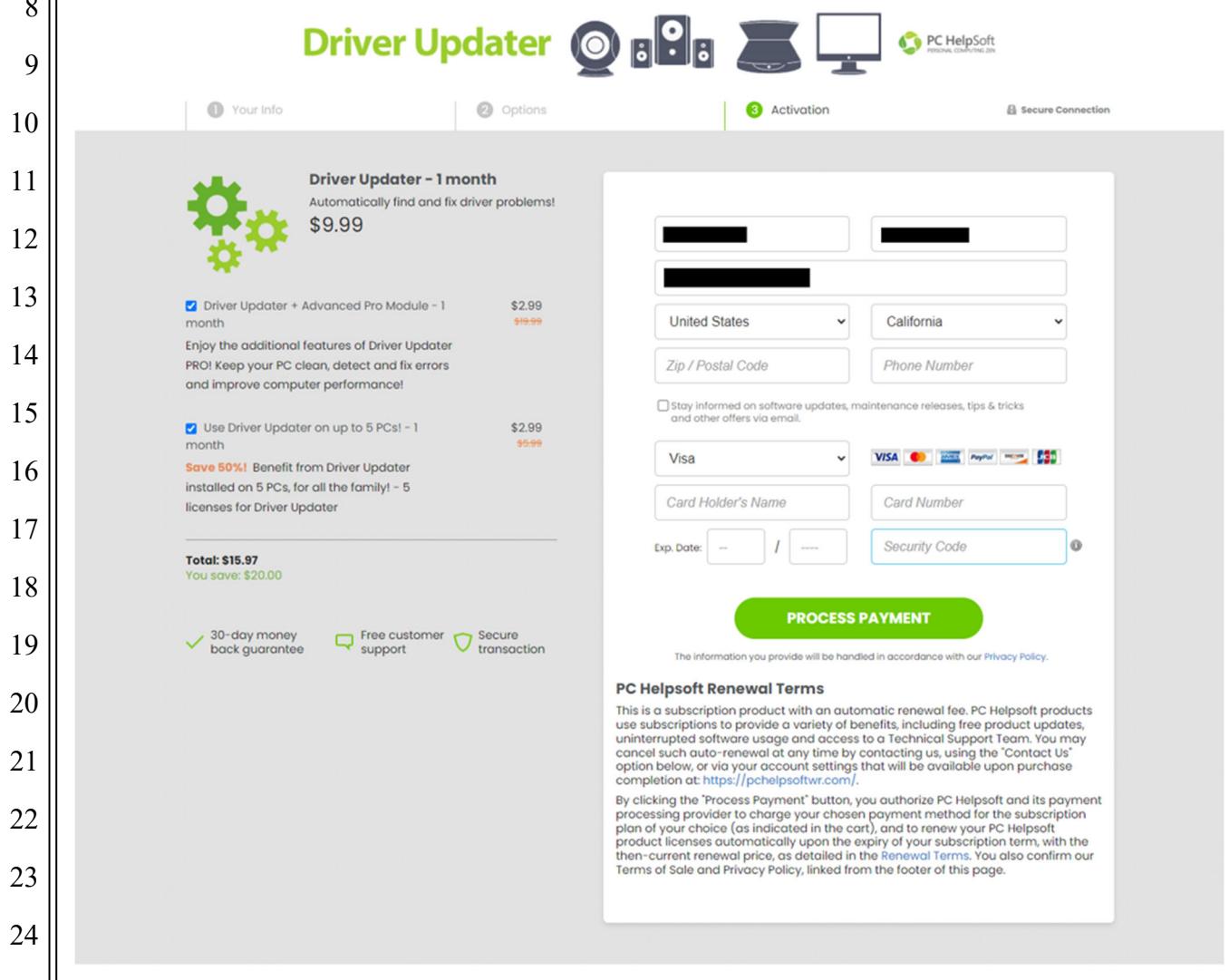
12 26. As an example, the purchase sequence for the PC HelpSoft Driver Updater software
13 is described below. The Driver Updater software is offered with three alternative duration terms
14 (“1 Month,” “6 Months,” or “1 Year”) as reflected in the following screen (the “Driver Updater
15 Selection Page”):



1 As shown, the “1 Month” term is offered at \$9.99; the “6 Months” term is offered at \$5.00 per
2 month; and the “1 Year” term is offered at \$3.00 per month. A copy of that complete screen is
3 attached hereto as Exhibit 3.

4 27. After selecting a term, the consumer is presented with a screen containing fields for
5 entry of name, contact information, and payment details. That screen (the “Driver Updater Payment
6 Page”) is shown below, reflecting selection of a “1 month” term for “\$9.99”:

7 (Exhibit 4 – Driver Updater Payment Page)



The screenshot shows the "Driver Updater" payment page. At the top, there are tabs for "Your Info", "Options", "Activation", and "Secure Connection". The "Activation" tab is selected. The main content area displays a "Driver Updater - 1 month" offer with a price of \$9.99. It includes a "Driver Updater + Advanced Pro Module - 1 month" add-on for \$2.99 and a "Use Driver Updater on up to 5 PCs! - 1 month" add-on for \$2.99. Both add-ons are checked. A note says "Save 50%! Benefit from Driver Updater installed on 5 PCs, for all the family! - 5 licenses for Driver Updater". The total price is \$15.97, with a note that you save \$20.00. Below the add-ons, there are three icons: a green checkmark for "30-day money back guarantee", a speech bubble for "Free customer support", and a shield for "Secure transaction". To the right, there is a payment form with fields for card number, expiration date, and security code. A "PROCESS PAYMENT" button is at the bottom. A note at the bottom right says "The information you provide will be handled in accordance with our Privacy Policy." A section titled "PC Helpsoft Renewal Terms" provides information about automatic renewal and payment processing.

25 Contact Us | Privacy Policy | Refund Policy | Terms Of Sale
26 Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)
E-commerce services provided by Upclick, an official PC HelpSoft reseller.



System Compatibility
Windows 11, Windows 10, Windows 8/8.1,
Windows 7, Vista, XP - 32-bit & 64-bit

27 A copy of that screen (with personal information redacted) is attached hereto as Exhibit 4.
28

1 28. If the consumer fills in the requested information on the Payment Page and then
2 clicks the green “Process Payment” button, the consumer is next presented with a “Purchase
3 Summary” screen, an exemplar of which (with personal information redacted) is attached hereto as
4 Exhibit 5 and the pertinent portion is set forth below for ease of reference:

(Exhibit 5 – Purchase Summary)

Thank you for your purchase!

Two ways to activate your software

Thank you for your order. Below is your order information including your product license key, instructions on how to manually register the product and a toll-free number for the Agent Support program. The Agent Support program is a free service included with your purchase, where a representative will assist you by phone with registering your purchase, adjusting any recommended product settings and running a free scan of your system for any malware (with your permission by remote computer access). The Agent Support program is provided by third-parties software support service providers working with PC HelpSoft, which are AppEsteem Certified Call Centers: Anytech 365 and GYB. Information about other third-party products and services may be offered to you by the service providers during your call with them. PC HelpSoft is not responsible for such third-party products and services, and generally for the support services that may be offered to you by those third-parties software support service providers.

The screenshot shows a page titled 'Agent Support' with a green header bar. Below the title, a green box says 'Service available 24/7'. A section titled 'Included With Your Purchase' features a photo of a woman in a headset. Text next to the photo says 'Use Agent Support for any assistance on your product' and 'Please Call 1-866-341-1571'. Below this, a green circle icon indicates 'Technicians currently available'. A horizontal line follows, with the text 'Service available 24/7. Saturdays and Sundays included.' A section titled 'We'll Do The Following:' lists four items with green checkmarks: 'Install and Activate the Software on your PC', 'Check software settings', 'Advice on PC security & Performance', and 'Get general questions answered'. Another horizontal line follows, with a section titled 'IMPORTANT NOTICE' in blue. The text inside says: 'If your purchase requires a license key or an activation code, please note that you will receive a separate email containing this information within the next 15 minutes. Should you not receive this email, please check your junk and spam folders to ensure that our message has not been filtered out. Should you still not locate this email, please contact Customer support to have this information forwarded to you.' A final section titled '24/7 Ticket Support' with an envelope icon is at the bottom, along with the text 'Send us a message by using the form located here'.

Print this page

Do it yourself

Click on the access link below and follow the instructions

PURCHASE SUMMARY

Access your purchase by using the information below

Product	Price
Driver Updater + Advanced Pro Module - 1 month	
License Key/Login Information: CE4K-US2L-5YDQ-KKZB-051C	\$12.98
Access Link: Click here to download	
Use Driver Updater on up to 5 PCs! - 1 month	\$2.99
Access Link: Click here to download	
Total: \$15.97	

Details of your purchase, including invoices and subscription management options, can be found by clicking [here](#).

Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)

BILLING INFORMATION

First Name: [REDACTED]
 Last Name: [REDACTED]
 Email: [REDACTED]
 Address: CA, United States, [REDACTED]
 Transaction Date: 18/07/2023
 Order ID: [REDACTED]
 IP Address: [REDACTED]

This transaction will be displayed on your Bank Statement as

DATE	DESCRIPTION	AMOUNT
Jul 18	PCHelpSoftwir.com or software-uc.com	\$15.97

depending on your bank's settings.

29. After submitting payment, the purchaser is sent a “Purchase Confirmation” email, an exemplar of which (with personal information redacted) is attached as Exhibit 6 and shown below:

(Exhibit 6 – Purchase Confirmation)

From: PC HelpSoft <purchase@upclick.com>
Sent: Tuesday, July 18, 2023 5:31 PM
To: [REDACTED]
Subject: Driver Updater + Advanced Pro Module - 1 month - Purchase Confirmation

<h2>PURCHASE CONFIRMATION</h2> <p>Dear [REDACTED],</p> <p>Thank you for buying Driver Updater + Advanced Pro Module - 1 month. As this email contains important information, such as your activation key, we recommend to print or save this email for future reference.</p> <h3>ORDER DETAILS</h3> <p>Driver Updater + Advanced Pro Module - 1 month</p> <p>Click here to download</p> <p>Activation Key: [REDACTED]</p> <p>Use Driver Updater on up to 5 PCs! - 1 month</p> <p>Click here to download</p> <h3>ACTIVATION ASSISTANCE</h3> <div style="background-color: #009640; color: white; padding: 10px; text-align: center;"> <p>Call 1-866-341-1571 to activate your software immediately Service available 24 hours a day, 7 days a week</p> </div> <p>A free service included with your purchase: Remote activation of your software by one of our agents.</p> <p>Our experts use 100% secure technology to activate your software remotely on your PC and help you adjust the recommended settings of your product. We will gladly provide you with additional information and assistance! Service available 24 hours a day, 7 days a week.</p> <p>Call now: 1-866-341-1571 (free of charge)</p> <p>Chat now: Start Chat</p> <h3>BILLING INFORMATION</h3> <p>Confirmation Number: [REDACTED]</p> <p>Purchase Date: 7/18/2023 8:28:15 PM</p> <p>Total: \$15.97</p> <p>If you have any questions regarding this transaction or need assistance with the product, please feel free to check out Help Center or submit a request to our support team.</p> <p><small>eCommerce and Billing Services provided by Upclick Inc. or its subsidiaries.</small></p>	
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1 30. Referring back to the Driver Updater Payment Page (Exhibit 4), the screen is visually
2 divided into two parts. Most of the right half of the screen is taken up by the rectangular box with a
3 white background, within which are located the fields for entry of the purchaser's name, contact
4 information, and payment details, followed by a large green action button entitled "Process
5 Payment," followed by two paragraphs of small and dense text. The left half of the screen consists
6 of a grey background on which appears a variety of information displayed in tiny type, mostly in
7 faint grey. Although it is difficult to see, on close examination one can discern that within the left
8 half of the screen there are two tiny boxes that consist of a blue background and a white check mark.
9 Those boxes are prechecked by Defendants. Defendants use those prechecked boxes as a pretext for
10 including add-on charges in the order, over and above the stated price for a one-month term. In
11 Exhibit 4, for instance, two add-on charges are included: \$2.99 for "Advanced Pro Module – 1
12 month," and \$2.99 to "Use Driver Updater on up to 5PCs! – 1 month." In this manner, Defendants
13 add charges for items that the purchaser did not affirmatively select.

14 31. Although the Driver Updater software is offered and sold as a fixed price for a limited
15 term (as shown in Exhibits 3 and 4), Defendants unilaterally enroll the purchaser in a subscription
16 that will automatically renew from one period to the next. In so doing, Defendants fail to provide
17 the "clear and conspicuous" disclosure that California law requires for creation of a valid automatic
18 renewal or continuous service arrangement. Without limitation, Defendants fail that standard for at
19 least two reasons.

20 32. First, as reflected on the Driver Updater Payment Page (Exhibit 4), the only mention
21 of renewal appears in two paragraphs of text set forth near the bottom of the page, below the Process
22 Payment button. That does not constitute a "clear and conspicuous" disclosure within the meaning
23 of § 17601(a)(3) because, without limitation, the two paragraphs are set forth in a type that is not
24 larger than the surrounding text; it is not presented in a contrasting type, font, or color to surrounding
25 text of the same size (indeed, it is presented in grey type so as to provide minimal contrast against
26 the white background, particularly when compared to the Process Payment button consisting of large
27 white type against a bright green background); and it is not set off from surrounding text of the same
28 size by symbols or other marks in a manner that would clearly call attention to the language.

1 33. Second, the two fine-print paragraphs do not include the “automatic renewal offer
2 terms” required by sections 17601(a)(2) and 17602. Among other things, there is no statement that
3 a subscription or purchasing agreement “will continue until the consumer cancels”
4 (§ 17601(a)(2)(A)); there is no “description of the cancellation policy that applies to the offer”
5 (§ 17601(a)(2)(B)); there is no statement of “[t]he recurring charges that will be charged to the
6 consumer’s credit or debit card or payment account” (§ 17601(a)(2)(C)); and there is no statement
7 of “[t]he length of the automatic renewal term or that the service is continuous” (§ 17601(a)(2)(D)).

8 34. Defendants also fail to provide an acknowledgment that complies with California
9 law. For example, in the Purchase Confirmation email (Exhibit 5), there is no statement reflecting
10 any of the statutorily-required “automatic renewal offer terms.” Further, within the Purchase
11 Confirmation email, there is no telephone number, email address, or other information that could
12 constitute a “cost-effective, timely, and easy-to-use mechanism for cancellation,” as required by
13 § 17602(c). Instead, the only telephone number included in the Purchase Confirmation email is a
14 telephone number that can be used to “activate your software immediately.”

15 35. Defendants’ website screens for other products are similar in substance even if they
16 differ somewhat in form. For example, another software product advertised and sold by Defendants
17 is called “Expert PDF.” The Payment Page for the Expert PDF product is attached as Exhibit 7 and
18 is shown below for ease of reference:

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1 (Exhibit 7 – Expert PDF Payment Page)

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Expert PDF BY AVANQUEST SOFTWARE ©

1 PRODUCT SELECTION | 2 SECURE CHECKOUT | 3 CONFIRMATION SECURE CONNECTION

ORDER SUMMARY

	Number of PCs	Total
Expert PDF Home - 1 Year <small>The fastest, easiest way to create and convert PDF documents!</small>	<input type="button" value="−"/> <input type="text" value="1"/> <input type="button" value="+"/>	\$36.00 \$119.98
<input type="checkbox"/> Expert PDF Professional - 1 Year (optional) <small>Upgrade to the Professional version! Create interactive forms, add comments to documents, and protect your PDF files with a password and digital signature.</small>		\$13.98
<input type="checkbox"/> OCR Advanced Module Expert PDF - 1 Year (optional) <small>Transform your scanned documents, invoices, images and books into editable PDFs with OCR technology (Optical Character Recognition).</small>	<input type="button" value="−"/> <input type="text" value="1"/> <input type="button" value="+"/>	\$29.99
<input type="checkbox"/> E-Sign unlimited - Expert PDF - 1 Year (optional) <small>Electronically sign your contracts, invoices and other business documents remotely from any PC. The digital signatures produced are legally admissible and secure.</small>	<input type="button" value="−"/> <input type="text" value="1"/> <input type="button" value="+"/>	\$39.99
		Total: \$36.00

United States

Zip / Postal Code

VISA     

Card Number

Card Number

Exp. Date:

Security Code

PROCESS PAYMENT

The information you provide will be handled in accordance with our [Privacy Policy](#).

This is a subscription product with an automatic renewal fee. Avanquest products use subscriptions to provide a variety of benefits, including free product updates, uninterrupted software usage and access to a Technical Support Team. You may cancel such auto-renewal at any time by contacting us, using the "Contact Us" option below, or via your account settings that will be available upon purchase completion at: <https://avqsoftware.com/>.

By clicking the "Process Payment" button, you authorize Avanquest and its payment processing provider to charge your chosen payment method for the subscription plan of your choice (as indicated in the cart), and to renew your Avanquest product licenses automatically upon the expiry of your subscription term, with the then-current renewal price, as detailed in the [Renewal Terms](#). You also confirm our [Terms of Sale](#) and [Privacy Policy](#), linked from the footer of this page.

 **SATISFIED OR REFUNDED**

 **FREE CUSTOMER SERVICE**

 **SECURE TRANSACTION**

Contact Us | Privacy Policy | Refund Policy | Terms Of Sale

Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)
E-commerce services provided by Upclick, an official Avanquest Online Store reseller.

 **Compatible with**
Windows 7, Windows 8,
Windows 10, Windows 11

36. Although the layout of this webpage is different from the Driver Updater Payment Page (the Expert PDF page arranges the grey space on the top half of the page and the white box with information fields on the bottom half of that page, rather than the left half/right half division used for Driver Updater), the substantive content is similar. With respect to the two paragraphs of

1 fine print below the Process Payment button, this page has all of the same deficiencies described
2 above in Paragraphs 29-30.

3 **PLAINTIFFS' TRANSACTIONS**

4 **Nina de Rochemont's Transaction**

5 37. On July 31, 2023, de Rochemont purchased “Soda PDF Pro” software. The actual
6 website screens presented to de Rochemont are in the sole and exclusive possession of Defendants
7 and will be the subject of discovery in this action. On information and belief, the purchase sequence
8 that de Rochemont went through was, in all material respects, the same as or substantially similar
9 to the sequence described above with respect to Driver Updater and Expert PDF. For
10 de Rochemont’s purchase, Defendants charged \$59.00 to her credit card. De Rochemont believed
11 that purchase was a one-time transaction.

12 38. The following year, on July 30, 2024, Defendants posted a charge of \$89.99 to
13 de Rochemont’s credit card, purportedly for renewal of Soda PDF Pro. De Rochemont did not
14 authorize or consent to that charge.

15 39. When de Rochemont made the initial purchase in July 2023, she was not aware that
16 Defendants would contend she had given consent to be enrolled in an automatic renewal
17 subscription, or that Defendants would contend she had given consent for Defendants to post
18 subsequent charges to her credit card.

19 40. If de Rochemont had known that Defendants were going to enroll her in an
20 automatically renewing subscription for which Defendants would impose subsequent charges,
21 de Rochemont would not have made any purchase from Defendants.

22 41. De Rochemont received no value in return for the renewal charge.

23 42. De Rochemont has no intention of purchasing any product from Defendants in the
24 future.

25 **Raphelle Guy's Transaction**

26 43. On March 18, 2023, Guy purchased the Driver Updater software for a one-month
27 term. On information and belief, Guy went through a purchase sequence that in all material respects
28 was the same as described above with respect to Driver Updater and reflected in Exhibits 3-6. The

1 amount of \$15.97 was charged to Guy's PayPal account, apparently for the Driver Updater software,
2 as well as two add-ons that Guy did not affirmatively select. Guy believed this purchase was a one-
3 time transaction.

4 44. The following month, on April 17, 2023, Defendants posted a charge of \$15.97 to
5 Guy's PayPal account, purportedly for renewal. Guy did not authorize or consent to that charge.

6 45. When Guy made the initial purchase in March 2023, she was not aware that
7 Defendants would contend that she had given consent to be enrolled in an automatic renewal
8 subscription or that she had given consent for Defendants to post subsequent charges to her PayPal
9 account.

10 46. If Guy had known that Defendants were going to enroll her in an automatically
11 renewing subscription for which Defendants would impose subsequent charges, Guy would not have
12 made any purchase from Defendants.

13 47. Guy received no value in return for the renewal charge.

14 48. Guy has no intention of purchasing any product from Defendants in the future.

15 **Antonio Fernandez's Transaction**

16 49. On April 21, 2022, Fernandez purchased the "inPixio Photo Studio Pro – 1 Year"
17 software. On information and belief, the purchase sequence that Fernandez went through was, in
18 material respects, substantially similar to the sequence described above with respect to Driver
19 Updater and Expert PDF. The amount of \$39.98 was charged to Fernandez's PayPal account.
20 Fernandez believed this purchase was a one-time transaction.

21 50. The following year, on April 21, 2023, Defendants posted a charge of \$39.98 to
22 Fernandez's PayPal account, purportedly for renewal of InPixio Photo Studio Pro and "Edit photos
23 on up to 5 PCs! – 1 Year!" Fernandez did not authorize or consent to that charge.

24 51. Upon discovering that charge, Fernandez went online and conducted a live chat with
25 an agent for Defendants. Fernandez requested cancellation of the subscription and a full refund of
26 the \$39.98 unauthorized charge. Defendants' agent denied the refund request and did not cancel
27 Fernandez's (purported) subscription. Fernandez thereafter contacted PayPal to cancel any renewal
28 and prevent any further charges by Defendants.

1 52. When Fernandez made the initial purchase in April 2022, he was not aware that
2 Defendants would contend he had given consent to be enrolled in an automatic renewal subscription
3 and for Defendants to post subsequent charges to his PayPal account.

4 53. If Fernandez had known that Defendants were going to enroll him in an automatically
5 renewing subscription, Fernandez would not have purchased any of Defendants' software.

6 54. Fernandez received no value in return for the renewal charge.

7 55. Fernandez has no intention to purchase any of Defendants' products in the future.

EXPERIENCES REPORTED BY OTHER CONSUMERS

9 56. Aside from Plaintiffs' respective experiences, many other purchasers report that they
10 were enrolled in and charged for automatic renewal subscriptions by Defendants without the
11 purchaser's knowledge or consent. Many purchasers also report that when they discovered the
12 charges and sought to cancel, they found no way to cancel by telephone and Defendants made it
13 difficult to cancel through other means. Customer reviews and complaints of Defendants posted
14 online, including the Better Business Bureau ("BBB") website, indicate that many consumers have
15 been affected by Defendants' business practices.

16 57. Illustrative customer complaints and reviews posted on the TrustPilot website
17 (<<https://www.trustpilot.com/review/www.avanquest.com>>;
18 <<https://www.trustpilot.com/review/www.sodapdf.com>>; and
19 <<https://www.trustpilot.com/review/www.lulusoftware.com>> [as of January 15, 2026]) include the
20 following (copied verbatim):

21 **L.H. No response from support, no way to call (Feb. 6, 2025).** I paid for a 2 week
22 usage of their web tool and it auto renewed and charged my card \$60 which was also
23 set to auto renew. I had tried to cancel it but apparently it hadn't gone through. Fwiw,
it also took me several attempts to cancel the subscription I was charged for since it
was set to autorenew and that took me several submissions.

24 The minute I received the email saying I had been charged, I contacted support asking
25 to cancel and get a refund. It is almost a week later and haven't heard anything other
26 than a response saying that if I want to cancel my support request, to click a button.
I'm pretty close to calling my credit card to reverse charges before it's too late.

27 A true and correct printout of that complaint is attached as Exhibit 8.

1 **Monica A. (Oct. 29, 2024).** I picked the cheapest subscription price because I wanted
2 to see how this sodapdf.com was. I got billed three times the subscription price in
3 one day. I wanted to complain but there was no avenue to contact the company. I
4 tried clicking on the Chat but got no help at all. The website is awful and I would not
recommend it to anyone. Also, I tried cancelling the subscription and was not able
to, as I kept getting the run around. No clear directions on how to do it and no one in
charge - so that I could get an intelligent answer.

5 A true and correct printout of that complaint is attached as Exhibit 9.

6 **Larry V. (July 11, 2024).** I downloaded the trial of this program that states that the
7 trial is for 14 days and I paid for the Trial Only!! This happened on June 20-2024
8 and on June 21-2024, Soda renewed my copy and charged me their full amount of
9 \$97.19 AFTER I returned to their site the same day I downloaded it and tried it and
10 I went back to their site and uninstalled that program as it did NOT work as I had
11 hoped it would. I received confirmation of terminating my trial copy within a 24
12 hours after downloading it. I have to say that I did NOT Authorize them to hit my
13 bank long before the trial copy terminated. They refunded my money but on the on
14 the 20th of June but turned around on the 21st of June and withdrew the funds again,
15 ILLEGALLY!!!! Soda does NOT HONOR THEIR 14 DAY TRIAL AND I am here
16 to warn EVERYONE to stay clear of this outfit as they are a RIP OFF AND WILL
17 RENEW YOUR COPY, DISREGARDING THIER 14 DAY TRIAL WITHIN A
18 DAY OR TWO!!!!!! I have taken this matter up with our Federal Consumer
19 Protection Agency but I just received word that they can not help me. With this in
20 mind, be VERY AWARE OF SODA AS THEY ARE, IN MY STRONGEST
21 OPINION, ENGAGING IN FALSE ADVERTISING, CRIMINAL ACTIVITY AS
22 FAR AS I AM CONCERNED!!!!!!!!!

23 A true and correct printout of that complaint is attached as Exhibit 10.

24 **Denny R. Be VERY VERY Careful! (June 1, 2024).** They let you try SODA for
25 \$1.97 by Paypal. The installed program didn't work for my conversion, so I
26 uninstalled it. Turns out then they autocharge you for a supposed approved
27 continuing subscription. (I could not find this detail on the site after an hour of
looking for it) The site makes it very hard to get to "sales" to contest. You must
get through to them by phone.... At best this is a misleading sales tactic..... / update:
SODA did issue a refund. After reading through 5 pages of legalize on their site, I
found that the program doesn't even perform the conversion I wanted despite

28 multiple links to that site. They need to incorporate an upfront statement, somewhere
29 near the 15 or so options to install the trial version, as to how to end the trial short of
30 phone access to their "support". My total use of their product was less than 15
31 minutes since it did not perform the conversion I needed. Uninstalling apparently
32 does not disable the automatic continuing subscription (14 days later) despite clear
33 directions on the website on how to uninstall. It is hard to believe this is so difficult
34 as they collect online data from you, and when you uninstall, it should be trivial to
35 automatically verify this. Now that I know what conversions the software is supposed
36 to support, It would be interesting to know how well it does those.....but I'm not
37 about to take a swing at a Tar Baby.

38 A true and correct printout of that complaint is attached as Exhibit 11.

1 **Hsilan H. TOTAL SCAMMERS. (Aug. 28, 2022).** I never buy any product from
2 7270356 CANADA INC. I did not know why I was charged \$129.90 on August 26,
3 2022 by Automatic Payment. TOTAL SCAMMERS and they should be
 relinquished!

4 A true and correct printout of that complaint is attached as Exhibit 12.

5 **Irene W. 7270356 CANADA SCAM. (Dec. 12, 2021).** 7270356 CANADA INC.
6 Three years in a row they charge me via paypal and I do not know them and never
 used my account to charge anything

7 A true and correct printout of that complaint is attached as Exhibit 13.

8 58. Illustrative customer complaints and reviews posted on the BBB website
9 (<<https://www.bbb.org/us/ca/riverside/profile/computer-hardware/avanquest-software-1126-1002280>> [as of January 15, 2026]) include the following (copied verbatim):

11 **Billing Issues. (Sept. 5, 2024).** AVQ Aiftware will not stop charging my *****
12 account each month for \$16.18 after repeated emails instructing them to stop. This
13 has been going on for over 6 months. I have tried to call them and they are always
 closed. Invoice #*****

14 A true and correct printout of that complaint is attached as Exhibit 14.

15 **Ingrid P. (Aug. 5, 2024).** I have been trying to cancel my subscription for a renewal
16 of a product I have no idea what it is. They requested payment of \$45.99 through my
17 PayPal account. In trying to reach them by phone, the number no longer exists. When
18 trying to send an email message, it is returned undeliverable. If I want to send a
 message on their website, I will have to pay \$9.00 or more to get through to them. I
19 also see when researching their website that they are scammers. The
 ***** on PayPal was unable to help. I have checked my computer for
 any program apps and there are none. They also do not recognize my email address
 when I want to log in! Hopefully, you can help me get a refund!

20 A true and correct printout of that complaint is attached as Exhibit 15.

21 59. The following consumer complaint, quoted verbatim from the PissedConsumer
22 website (<<https://www.pissedconsumer.com/soda-pdf/RT-F.html>> [as of January 15, 2026]), is yet
23 another example of the difficulties purchasers face when trying to contact Defendants to cancel:

24 **Guest-6418442. (San Anselmo, California) They auto renewed me without
 permission. (Feb. 5, 2025).** There is NO Live person, chat or email to get a hold of
 anyone! When submitting my email to contact them they do not send a code.

26 Nothing. No way to contact at all.

27 Also no way to delete or remove my credit card information on file. Terrible!NONO

28 A true and correct printout of that complaint is attached as Exhibit 16.

CLASS ACTION ALLEGATIONS

2 60. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure § 382 on
3 behalf of the following Class: “All California residents who, (1) on or after December 1, 2010, were
4 enrolled in an automatic renewal or continuous service subscription for an Avanquest Software
5 product by Avanquest Software SAS, UC Distribution LLC, or 7270356 Canada Inc., and (2) were
6 charged for such subscription between November 16, 2019 and August 31, 2025, limited to
7 individuals who did not receive a full refund of amounts paid towards such subscription. Excluded
8 from the Class are all employees of Defendants, all employees of Plaintiffs’ counsel, and the judicial
9 officers to whom this case is assigned.” The term “Avanquest Software” means the following
10 software products: ExpertPDF, inPixio, PC HelpSoft Driver Updater, PC HelpSoft PC Cleaner,
11 PC HelpSoft Mac Cleaner, Driver Updater, Adaware Privacy, Adaware Adblock, Adaware
12 PC Cleaner, Adaware Driver Manager, OneSafe PC Cleaner, OneSafe Mac Cleaner, OneSafe
13 Driver Manager, PDF Architect, PDFCreator, PDFSuite, and SodaPDF.

14 61. Ascertainability. The members of the Class may be ascertained by reviewing records
15 in the possession of Defendants and/or third parties, including without limitation Defendants'
16 marketing and advertising records, customer records, and billing records.

17 62. Common Questions of Fact or Law. There are questions of fact or law that are
18 common to the members of the Class, which predominate over individual issues. Common questions
19 regarding the Class include, without limitation: (1) whether Defendants present all statutorily-
20 mandated automatic renewal offer terms, within the meaning of § 17601(a)(2); (2) whether
21 Defendants present automatic renewal offer terms in a manner that is “clear and conspicuous,”
22 within the meaning of § 17601(a)(3), and in “visual proximity” to a request for consent to the offer,
23 as required by § 17602(a)(1); (3) whether Defendants obtain consumers’ affirmative consent to an
24 agreement containing clear and conspicuous disclosure of automatic renewal offer terms before
25 charging a credit card, debit card, or third-party payment account, as required by § 17602(a)(2);
26 (4) whether Defendants provide consumers with an acknowledgment that includes clear and
27 conspicuous disclosure of all statutorily-mandated automatic renewal or continuous service offer
28 terms, the cancellation policy, and information regarding how to cancel, as required by

1 § 17602(a)(3); (5) whether Defendants provide an easy-to-use mechanism for cancellation, as
2 required by § 17602(c)(1); and (6) the appropriate remedies for Defendants' conduct.

3 63. Numerosity. The Class is so numerous that joinder of all Class members would be
4 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at
5 least 100 members.

6 64. Typicality and Adequacy. Plaintiffs' claims are typical of the claims of the other
7 members of the Class. Plaintiffs allege that Defendants enrolled Plaintiffs and other Class members
8 in automatic renewal or continuous service subscriptions for software products without disclosing
9 all automatic renewal offer terms required by law, and without presenting such automatic renewal
10 terms in the requisite clear and conspicuous manner; charged Plaintiffs' and Class members' credit
11 cards, debit cards, or third-party payment accounts without first obtaining affirmative consent to an
12 agreement containing clear and conspicuous disclosure of all automatic renewal offer terms; failed
13 to provide the acknowledgment required by law; and failed to provide the requisite online and cost-
14 effective, timely, and easy-to-use mechanisms for cancellation as required by law.

15 65. Superiority. A class action is superior to other methods for resolving this controversy.
16 Because the amount of restitution to which each Class member may be entitled is low in comparison
17 to the expense and burden of individual litigation, it would be impracticable for Class members to
18 redress the wrongs done to them without a class action. Furthermore, on information and belief,
19 many Class members do not know that their legal rights have been violated. Class certification
20 would also conserve judicial resources and avoid the possibility of inconsistent judgments.
21 Prosecution of separate actions by individual Class members would create a risk of inconsistent or
22 varying adjudications with respect to individual Class members, which would establish
23 incompatible standards of conduct for Defendants.

24 ///

25 ///

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

False Advertising (Based on Violation of the California Automatic Renewal Law)

(Bus. & Prof. Code, § 17600 et seq. & § 17535)

66. Plaintiffs incorporate the previous allegations as though set forth herein.

5 67. During the applicable statute of limitations period, Defendants have enrolled
6 Plaintiffs and other California consumers in automatic renewal subscriptions and have violated the
7 ARL by, among other things, (a) failing to present automatic renewal offer terms in a clear and
8 conspicuous manner before a subscription is fulfilled and in visual proximity to a request for consent
9 to the offer, in violation of § 17602(a)(1); (b) charging the consumer's credit card, debit card, or
10 third-party payment account for an automatic renewal without first obtaining the consumer's
11 affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic
12 renewal offer terms, in violation of § 17602(a)(2); (c) failing to provide an acknowledgment that
13 includes clear and conspicuous disclosure of all required automatic renewal offer terms, the
14 cancellation policy, and information regarding how to cancel, in violation of § 17602(a)(3); and
15 (d) failing to provide a cost-effective, timely, and easy-to-use mechanism for cancellation, in
16 violation of § 17602(c).

17 68. Plaintiffs have suffered injury in fact and lost money as a result of Defendants'
18 violations of the ARL.

19 69. Pursuant to Business and Professions Code § 17603 and § 17535, Plaintiffs and Class
20 members are entitled to restitution of all amounts that Defendants charged to Plaintiffs' and Class
21 members' credit cards, debit cards, or third-party payment accounts for automatic renewal
22 subscriptions within the four years preceding the filing of this Complaint and continuing until the
23 statutory violations cease.

24 70. Unless enjoined and restrained by this Court, Defendants will continue to commit
25 the violations alleged herein. Pursuant to Business and Professions Code § 17535, for the benefit of
26 the general public of the State of California, Plaintiffs seek a public injunction prohibiting
27 Defendants from continuing their unlawful practices as alleged herein.

SECOND CAUSE OF ACTION

Violation of the California Unfair Competition Law

(Bus. & Prof. Code, § 17200 et seq.)

(Unlawful Practices)

71. Plaintiffs incorporate the previous allegations as though fully set forth herein.

72. The Unfair Competition Law defines unfair competition as including any unlawful business act or practice. (Bus. & Prof. Code, § 17200.)

8 73. In the course of conducting business in California within the applicable limitations
9 period, Defendants committed unlawful business practices by, inter alia and without limitation:
10 (a) failing to present automatic renewal offer terms in a clear and conspicuous manner before a
11 subscription or purchasing agreement is fulfilled and in visual proximity to a request for consent to
12 the offer, in violation of § 17602(a)(1); (b) charging the consumer’s credit card, debit card, or third-
13 party payment account in connection with an automatic renewal or continuous service without first
14 obtaining the consumer’s affirmative consent to an agreement containing clear and conspicuous
15 disclosure of all automatic renewal offer terms, in violation of § 17602(a)(2); (c) failing to provide
16 an acknowledgment that includes clear and conspicuous disclosure of all required automatic renewal
17 offer terms, the cancellation policy, and information regarding how to cancel, in violation of
18 § 17602(a)(3); and (d) failing to provide a cost-effective, timely, and easy-to-use mechanism for
19 cancellation, in violation of § 17602(c). Plaintiffs reserve the right to identify other acts or omissions
20 that constitute unlawful business acts or practices.

21 74. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts
22 of unfair competition.

23 75. Pursuant to Business and Professions Code § 17203, Plaintiffs and Class members
24 are entitled to restitution of all amounts charged to Plaintiffs' and Class members' credit cards, debit
25 cards, or third-party payment accounts for automatic renewal subscriptions within the four years
26 preceding the filing of this Complaint, and continuing until Defendants' acts of unfair competition
27 cease.

76. Unless enjoined and restrained by this Court, Defendants will continue to commit the violations alleged herein. Pursuant to Business and Professions Code § 17203, for the benefit of the general public of the State of California, Plaintiffs seek a public injunction prohibiting Defendants from continuing their unlawful practices as alleged herein.

THIRD CAUSE OF ACTION

Violation of the California Unfair Competition Law

(Bus. & Prof. Code, § 17200 et seq.)

(Unfair, Fraudulent, Deceptive, Untrue, or Misleading)

77. Plaintiffs incorporate the previous allegations as though fully set forth herein.

10 78. The Unfair Competition Law defines unfair competition as including any unfair or
11 fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising; and any
12 act of false advertising under § 17500. (Bus. & Prof. Code, § 17200.)

13 79. In the course of conducting business in California within the applicable limitations
14 period, Defendants committed unfair, deceptive, and/or fraudulent business practices, and engaged
15 in unfair, fraudulent, deceptive, untrue, or misleading advertising, by, inter alia and without
16 limitation: (a) failing to present automatic renewal offer terms in a clear and conspicuous manner
17 before a subscription or purchasing agreement is fulfilled and in visual proximity to a request for
18 consent to the offer; (b) charging the consumer's credit card, debit card, or third-party payment
19 account in connection with an automatic renewal or continuous service without first obtaining the
20 consumer's affirmative consent to an agreement containing clear and conspicuous disclosure of all
21 automatic renewal offer terms; (c) failing to provide an acknowledgment that includes clear and
22 conspicuous disclosure of all required automatic renewal offer terms, the cancellation policy, and
23 information regarding how to cancel; (d) failing to provide a cost-effective, timely, and easy-to-use
24 mechanism for cancellation; and (e) utilizing pre-checked boxes as a pretext for including add-on
25 items and charges that the purchaser did not affirmatively select or authorize. Plaintiffs reserve the
26 right to identify other acts or omissions that constitute unfair or fraudulent business acts or practices;
27 unfair, deceptive, untrue or misleading advertising; and/or other prohibited acts.

1 80. Defendants' acts and omissions as alleged herein are substantially injurious to
2 California purchasers, offend public policy, and are immoral, unethical, oppressive, and
3 unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such
4 conduct.

5 81. There were reasonably available alternatives to further Defendants' legitimate
6 business interests, other than the conduct described herein.

7 82. Defendants' acts, omissions, nondisclosures, and statements as alleged herein were
8 and are false, misleading, and/or likely to deceive the consuming public.

9 83. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts
10 of unfair competition.

11 84. Pursuant to Business and Professions Code § 17203, Plaintiffs and Class members
12 are entitled to restitution of all amounts charged to Plaintiffs' and Class members' credit cards, debit
13 cards, or third-party payment accounts for automatic renewal subscriptions within the four years
14 preceding the filing of this Complaint, and continuing until Defendants' acts of unfair competition
15 cease.

16 85. Unless enjoined and restrained by this Court, Defendants will continue to commit
17 the violations alleged herein. For the benefit of the general public of the State of California, Plaintiffs
18 seek a public injunction prohibiting Defendants from continuing their unfair, fraudulent, deceptive,
19 and misleading practices as alleged herein.

PRAYER

21 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

On the First Cause of Action:

23 1. For restitution to Plaintiffs and all Class members;
24 2. For a public injunction;

On the Second Cause of Action:

26 3. For restitution to Plaintiffs and all Class members;
27 4. For a public injunction;

1 On the Third Cause of Action:

2 5. For restitution to Plaintiffs and all Class members;
3 6. For a public injunction;

4 On All Causes of Action:

5 7. For reasonable attorneys' fees, pursuant to Code of Civil Procedure § 1021.5;
6 8. For costs of suit;
7 9. For pre-judgment interest; and
8 10. For such other relief as the Court may deem just and proper.

9 Dated: January 16, 2026

DOSTART HANNINK LLP

10 
11 ZACH P. DOSTART
12 Attorneys for Plaintiffs

1037866.2

Exhibit 1

**SENATE JUDICIARY COMMITTEE
Senator Ellen M. Corbett, Chair
2009-2010 Regular Session**

SB 340

Senator Yee

As Amended April 2, 2009

Hearing Date: April 14, 2009

Business and Professions Code

ADM:jd

SUBJECT

Advertising: Automatic Renewal Purchases

DESCRIPTION

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer's affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis. This bill would also require all marketing materials to clearly and conspicuously display a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism the customer could use for cancellation.

This bill would require the order form to clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement.

This bill would impose similar requirements for any automatic renewal offer made over the telephone or on an Internet Web page.

(This analysis reflects author's amendments to be offered in committee.)

BACKGROUND

Current consumer protection statutes do not address automatic renewal clauses or provisions in subscriptions or purchasing agreements. Senate Bill 340 is intended to close this gap in the law.

When some businesses began using automatic renewals for subscriptions and purchase agreements for products and services, consumer complaints began to surface regarding those automatic renewals. Consumers complained that they were unaware of and had

not requested the automatic renewals until they either received a bill or a charge on their credit card.

An example of this problem is illustrated by the Time, Inc. (Time) case. After receiving numerous consumer complaints, the Attorneys General of 23 states, including California, launched an investigation into Time's automatic renewal subscription offers. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that includes a number of reforms to automatic renewals that Time sends to their customers. Those reforms include, among others, expanded disclosure requirements and customers' affirmative consent to automatic renewals. (See Comment 2 for details.)

CHANGES TO EXISTING LAW

Existing law, the Unfair Competition Law (UCL), provides that unfair competition means and includes any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising, and any act prohibited by the False Advertising Act (FAA). (Bus. & Prof. Code Sec. 17200 et seq.)

Existing law, the FAA, includes the following:

- prohibits any person with the intent, directly or indirectly, to dispose of real or personal property, to perform services, or to make or disseminate or cause to be made or disseminated to the public any statement concerning that real or personal property that is untrue or misleading and known or should be known to be untrue or misleading; and
- prohibits any person from making or disseminating any untrue or misleading statement as part of a plan or scheme with the intent not to sell that personal property or those services at the stated or advertised price. (Bus. & Prof. Code Sec. 17500.)

Existing law provides that any violation of the FAA is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine of \$2,500, or by both. (Bus. & Prof. Secs. 17500, 17534.)

Existing law provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Bus. & Prof. Code Sec. 17536.)

Existing law provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Bus. & Prof. Code Sec. 17204.)

Existing law provides for injunctive relief, restitution, disgorgement, and civil penalties. (Bus. & Prof. Code Secs. 17203, 17206.)



This bill would require all printed marketing materials containing an offer with an automatic renewal term to comply with the following: the customer's agreement to the automatic renewal offer must be obtained in accordance with either (1) or (2) below so that the customer is given the opportunity to expressly consent to the offer:

1. All automatic renewal offer terms must appear on the order form in immediate proximity to the area on the form where the customer selects the subscription or purchasing agreement billing terms or where the subscription or purchasing agreement billing terms are described; the order form must clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement; and the automatic renewal offer terms must appear on materials that can be retained by the customer.
2. Both of the following:
 - a. on the front of the order form, the marketing materials must (i) refer to the subscription or purchasing agreement using the term "automatic renewal" or "continuous renewal," (ii) clearly and conspicuously state that the customer is agreeing to the automatic renewal, and (iii) specify where the full terms of the automatic renewal offer may be found; and
 - b. the marketing materials must clearly and conspicuously state the automatic renewal offer terms presented together preceded by a title identifying them specifically as the "Automatic Renewal Terms," "Automatic Renewal Conditions," "Automatic Renewal Obligations," or "Continuous Renewal Service Terms," or other similar description.

This bill would require all marketing materials that offer an automatic renewal, when viewed as a whole, to clearly and conspicuously disclose the material terms of the automatic renewal offer and must not misrepresent the material terms of the offer.

This bill would require an automatic renewal to clearly and conspicuously describe the cancellation policy and how to cancel, including, but not limited to, a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism on the Internet Web page or on the publication page of the printed materials.

This bill would require, in any automatic renewal offer made over the telephone, a business to clearly and conspicuously state the automatic renewal terms prior to obtaining a customer's consent and payment information. The business must obtain a clear affirmative statement from the customer agreeing to the automatic renewal offer terms and must send a written acknowledgement that contains the toll-free number, if available, telephone number, postal address, or electronic mechanism for cancellation.

This bill would require, in any automatic renewal offer made on an Internet Web page, the business to clearly and conspicuously disclose the automatic renewal offer terms prior to the button or icon on which the customer must click to submit the order. In any automatic renewal offer made on an Internet Web page where the automatic renewal terms do not appear immediately above the submit button, the customer must be required to affirmatively consent to the automatic renewal offer terms. The automatic



renewal terms must be preceded by a title identifying them as the “Automatic Renewal Terms,” “Automatic Renewal Conditions,” “Automatic Renewal Obligations,” “Continuous Renewal Service Terms,” or other similar description.

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer’s affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis and all marketing materials that offer an automatic renewal subscription or purchasing agreement must clearly and conspicuously display the cancellation policy and how to cancel.

This bill would provide that no business may represent that a product is “free” if the cost of the product is incorporated in the price of the accompanying item purchased under automatic renewal conditions.

This bill would provide that a violation of the bill’s provisions would not be a crime, but all applicable civil remedies would be available.

This bill would define key terms, including “automatic renewal” and “automatic renewal terms.” (See Comment 4.)

COMMENT

1. Stated need for the bill

The author writes:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

A widespread instance of these violations resulted in the 2006 Time, Inc. case, in which Time settled a multi-state investigation into its automatic renewal offers and solicitations. The states launched their probe after receiving complaints from consumers that Time was billing them or charging their credit cards for unwanted magazine subscriptions. The states’ investigation found that these mail solicitations misled some consumers into paying for unwanted or unordered subscriptions.



2. Time's Assurance of Voluntary Compliance or Discontinuance (Assurance) with Attorneys General; SB 340 modeled after the Assurance

The Attorneys General of 23 states (States), including California, investigated Time's automatic renewal subscription offers. Time publishes over 150 magazines worldwide, including Time, People, Sports Illustrated, This Old House, Entertainment Weekly, Fortune, and Popular Science. Time required customers to notify it if they did not want a subscription renewal; otherwise Time charged customers' credit cards or billed customers. The automatic renewal terms replaced "the industry's prior practice of offering limited-term subscriptions that were renewed at the Customer's affirmative election." The States investigated:

[W]hether the [automatic renewal] terms were clearly and adequately disclosed; whether the Customer was given an opportunity to expressly consent to the offer; whether the Customer was likely to believe the purchase was for a limited-term subscription, rather than an automatically renewed subscription; whether Customers were subsequently informed of the activation of an Automatic Renewal, and, if so, the manner in which they were so informed; the manner by which Customers were billed or charged; and how Time sought to collect payments for charges resulting from an Automatic Renewal. (Matters Investigated set forth in the Assurance.)

As a result of the investigation, in 2006, the States reached a settlement agreement – the Assurance – with Time. In the Assurance, Time agreed to:

- provide clear and conspicuous disclosures to consumers concerning all the material terms for automatic subscription renewals and, for the next five years, provide consumers the option to affirmatively choose an automatic renewal option and Time will send those consumers who have chosen an automatic subscription renewal written reminders, including information on the right and procedure to cancel;
- honor all requests to cancel subscriptions as soon as reasonably possible and to provide refunds to consumers charged for magazines they did not order;
- stop mailing solicitations to consumers for subscriptions that resemble bills, invoices, or statements of amounts due; and
- not submit unpaid accounts of automatic renewal customers for third party collection.

Time also agreed to refund to customers up to \$4.3 million, which included up to \$828,463 to 20,238 eligible California consumers, approximately \$41 per consumer. Senate Bill 340 is modeled in large part after the Assurance.

3. Remedies available under the bill

Senate Bill 340 would provide that a violation of its provisions would not be a crime, but all applicable civil remedies would be available.

Under the FAA, any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. Under the UCL, a private party may bring a civil action for injunctive relief and/or for restitution of profits that the defendant unfairly obtained from that party. However, the party must have suffered injury in fact and lost money or property.

4. Key terms defined

This bill would define the following key terms:

- a. "Automatic renewal" would mean a plan or agreement in which a subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
- b. "Automatic renewal offer terms" would mean the following clear and conspicuous disclosure:
 - that the subscription or purchasing agreement will continue unless the customer notifies the business to stop;
 - that the customer has the right to cancel;
 - that the customer will be billed, credit card charged, or other appropriate description of the payment method depending on the method described to the customer, or chosen by the customer on the front of the order form, and that the bill, charge, or other payment method will take place before the start of each new automatic renewal term;
 - the length of the automatic renewal term or that the renewal is continuous, unless the length of the term is chosen by the customer;
 - that the price paid by the customer for future automatic renewal terms may change; and
 - the minimum purchase obligation, if any.
- c. "Clear and conspicuous" or "clearly and conspicuously" would mean a statement or communication, written or oral, presented in a font, size color, location, and contrast against the background in which it appears, compared to the other matter which is presented, so that it is readily understandable, noticeable, and readable.
- d. "Marketing materials" would include any offer, solicitation, script, product description, publication, or other promotional materials, renewal notice, purchase order device, fulfillment material, or any agreement for the sale or trial viewing of products that are delivered by mail, in person, television or radio broadcast, e-mail, Internet, Internet Web page, or telephone device, or appearing in any newspaper or magazine or on any insert thereto, or Internet link or pop-up window.

5. Recording of telephone automatic renewal offers

Assembly Bill 88 (Corbett, Ch. 77, Stats. 2003) incorporated into state law a rule adopted by the Federal Trade Commission intended to protect consumers from "abusive" telemarketing practices. The rule requires, among other things, that telemarketers make



and maintain an audio recording of all telephone solicitations. (Telemarketing Sales Rule, 16 C.F.R. Part 310, 310.4(a)(6)(i), and 310.5(a)(5), effective March 31, 2009.)

The author may want to consider requiring that telephone automatic renewal offers be audio recorded and that the recording be maintained.

6. Author's amendments

On page 3, line 17, insert:

(c) "Continuous renewal" means a plan or arrangement in which a subscription or purchasing agreement is continuously renewed until the customer cancels the renewal.

On page 3, line 19, delete (c) and insert (d).

On page 3, line 34, delete (d) and insert (e).

On page 3, line 36, delete (e) and insert (f).

On page 4, line 4, insert (f).

On page 4, line 5, insert:

(g) All automatic renewal provisions in this article shall apply to continuous renewals.

Support: California Public Interest Research Group; Consumer Federation of California; American Federation of State, County and Municipal Employees; California Alliance for Consumer Protection

Opposition: None Known

HISTORY

Source: Author

Related Pending Legislation: None Known

Prior Legislation: None Known

Exhibit 2

Date of Hearing: June 30, 2009

ASSEMBLY COMMITTEE ON JUDICIARY
Mike Feuer, Chair
SB 340 (Yee) – As Amended: June 24, 2009

PROPOSED CONSENT (As Proposed to be Amended)

SENATE VOTE: 37-0

SUBJECT: AUTOMATIC RENEWAL AND CONTINUOUS SERVICE OFFERS

KEY ISSUE: SHOULD A BUSINESS THAT MARKETS A PRODUCT WITH AN "AUTOMATIC RENEWAL OFFER" BE REQUIRED TO CLEARLY AND CONSPICUOUSLY DISCLOSE RENEWAL TERMS AND CANCELLATION POLICIES, AND TO OBTAIN THE CUSTOMER'S AFFIRMATIVE CONSENT TO AN AUTOMATIC RENEWAL?

FISCAL EFFECT: As currently in print this bill is keyed non-fiscal.

SYNOPSIS

This non-controversial bill, which received a unanimous vote on the Senate floor, seeks to protect consumers from unwittingly consenting to "automatic renewals" of subscription orders or other "continuous service" offers. According to the author and supporters, consumers are often charged for renewal purchases without their consent or knowledge. For example, consumers sometimes find that a magazine subscription renewal appears on a credit card statement even though they never agreed to a renewal. Indeed, this problem led 23 state attorneys general to launch an investigation of Time, Inc., in response to claims that the company used deceptive practices in signing up customers for automatic subscription renewals. As part of a settlement of this dispute, Time agreed to institute new practices so that customers are fully aware of and affirmatively consent to automatic renewals. This bill, following the lead of the Times' settlement, would require that renewal terms and cancellation policies be clearly and conspicuously presented to the consumer, whether the offer is made on printed material or through a telephone solicitation. In addition, the bill would require that the consumer make some affirmative acknowledgement before an order with an automatic renewal can be completed. Finally, the bill specifies that violation of the bill's provisions do not constitute a crime. The author has worked closely with affected business interests and has made several amendments that appear to address all stakeholders' concerns. There is no registered opposition to the bill.

SUMMARY: Requires any business making an "automatic renewal" or "continuous service" offer to clearly and conspicuously, as defined, disclose terms of the offer and obtain the consumer's affirmative consent to the offer. Specifically, this bill:

- 1) Makes it unlawful for any business making an automatic renewal offer or a continuous service offer to a consumer to do any of the following:

- a) Fail to present the offer terms in a clear and conspicuous manner, as defined, before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
- b) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service offer without first obtaining the consumer's affirmative consent.
- c) Fail to provide automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall disclose how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

- 2) Requires a business making automatic renewal or continuous service offers to provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the customer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the written acknowledgment.
- 3) Specifies that in the case of a material change in the terms of an automatic renewal or continuous service offer that has been accepted by the consumer, the business shall provide the consumer with a clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer.
- 4) Specifies that the requirements of this bill shall only apply to the completion of the initial order for the automatic renewal or continuous service, except as provided.
- 5) Provides that in any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service or automatic renewal, without first obtaining the consumer's affirmative consent, in the manner required by this bill, then the goods, wares, merchandise, or products shall be deemed an unconditional gift to the consumer, and the business shall bear any shipping or other related costs.
- 6) Provides that violation of the provisions of this bill shall not be a crime, but that all civil remedies that apply to a violation may be employed. Specifies, however, that if a business complies with the provisions of this bill in good faith, it shall not be subject to civil remedies.
- 7) Exempts from the provisions of this bill any service provided by certain businesses or entities, including those regulated by the California Public Utilities Commission, the Federal Communication Commission, or the Federal Energy Regulatory Commission.

EXISTING LAW:

- 1) Provides, under the Unfair Competition Law (UCL), that unfair competition includes any unlawful, unfair, or fraudulent business act or practice, including any unfair, deceptive, or untrue advertising, or any act prohibited by the False Advertising Act (FAA). (Business & Professions Code Section 17200 *et seq.*)
- 2) Prohibits any person with the intent, directly or indirectly, to sell any goods or services by making or disseminating statements that the person knows, or should know, to be untrue or misleading, and prohibits any person from making or disseminating any untrue or misleading



statement as part of a plan or scheme to sell goods or services at other than the stated or advertised price. (Business & Professions Code section 17500.)

- 3) Provides that any violation of the FAA is a misdemeanor. (Business & Professions Code sections 17500, 17534.)
- 4) Provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Business & Professions Code section 17536.)
- 5) Provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Business & Professions Code section 17204.)
- 6) Provides for injunctive relief, restitution, disgorgement, and civil penalties for FAA violations. (Business & Professions Code sections 17203, 17206.)

COMMENTS: This non-controversial bill is a response to reported consumer complaints that certain businesses, especially those offering magazine subscriptions or other potentially continuous services, lure customers into signing up for "automatic renewals" without the consumer's full knowledge or consent. This bill seeks to address this problem by requiring clear disclosures and affirmative acts of customer consent. The author states:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the 'fine print' on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

As noted in the author's background material, this bill was prompted in part by an investigation brought by the attorneys general of 23 states, including California, against Time, Inc. The investigations found that subscribers to several magazines published by Time, Inc. were discovering that their subscriptions were automatically renewed even though the customers claimed that they had never knowingly consented to the renewals. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that requires Time to more clearly disclose renewal terms and ensure that the consumer take some affirmative step to acknowledge consent or rejection of the automatic renewal offer. According to the author, the specific disclosure and consent requirements in this measure are modeled after, though not identical to, those set forth in the Time settlement.

ARGUMENTS IN SUPPORT: According to the California Public Interest Research Group (CALPIRG), "this bill will help ensure that consumers only get into an ongoing subscription if they want to." According to the Consumer Federation of California, this measure will curb deceptive marketing practices that are used to sell everything from magazine subscriptions to "free trial" offers that lock consumers into an ongoing purchase agreement. Supporters generally



contend that this is a straightforward measure reflecting the basic premise that consumers deserve to know the terms and conditions to which they are agreeing.

Author's Technical Amendments: The author wishes to take the following technical and clarifying amendments:

- On page 4 after line 9 insert:
(e) "Consumer" means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.
- On page 4 line 32 and on page line 16 change "customer" to "consumer"

PRIOR LEGISLATION: AB 88 (Chapter 77, Stats. of 2003) provides that a contract for a good or service that is made in connection with a telephone solicitation is unlawful if the telemarketer is in violation of a recent Federal Trade Commission (FTC) rule requiring that the seller obtain specified information and express consent directly from the consumer and, under certain circumstances, maintain a recording of the call. (This present bill would similarly require that automatic renewal offers made over the telephone comply with federal telephonic marketing regulations.)

REGISTERED SUPPORT/OPPOSITION:

Support:

California Alliance for Consumer Protection
California Public Interest Research Group (CALPIRG)
Consumer Federation of California

Opposition:

None on file

Analysis Prepared by: Thomas Clark / JUD. / (916) 319-2334



Exhibit 3

Your Info
Options
Activation
Secure Connection

Special Offer!

Keep your drivers up-to-date automatically from **\$3.00 /month only!**

DRIVER UPDATER 1 MONTH
\$9.99 /MONTH

Select

DRIVER UPDATER 6 MONTHS
\$5.00 /MONTH
\$29.99 /6 MONTHS

Select

DRIVER UPDATER 1 YEAR
\$3.00 /MONTH
\$36.00 /YEAR

Select

Best Value

70% DISCOUNT

Personalized driver diagnostics based on your PC model	✓	✓	✓
Quick download of the latest drivers	✓	✓	✓
Access a database containing over 1.2 million of the latest Drivers, updated regularly	✓	✓	✓
Support for all types of devices: audio and sound, network, printer, graphics and video card, keyboard and mouse, webcam, camera, bluetooth, and many others	✓	✓	✓
Backup and restore your configuration	✓	✓	✓
Automatically detect and resolve driver issues	✓	✓	✓
Includes all updates and new versions of the software	✓	✓	✓
	1 month	6 months	1 year
Option: Advanced Pro Module – Unlock additional features (from \$2.99 per month)	✓	✓	✓
Option: 5 Licences – For all family PCs (from \$2.99 per month)	✓	✓	✓

Select

Select

Select

30-day money back guarantee

Free customer support

Secure transaction

[Contact Us](#) | [Privacy Policy](#) | [Refund Policy](#) | [Terms Of Sale](#)

Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19723, Newark, Delaware, USA)
E-commerce services provided by iClick, an official PC HelpSoft reseller.



Exhibit 4

Your Info
Options
Activation
Secure Connection

Driver Updater - 1 month
Automatically find and fix driver problems!

\$9.99

Driver Updater + Advanced Pro Module - 1 month **\$2.99**

Enjoy the additional features of Driver Updater PRO! Keep your PC clean, detect and fix errors and improve computer performance!

Use Driver Updater on up to 5 PCs! - 1 month **\$2.99**

Save 50%! Benefit from Driver Updater installed on 5 PCs, for all the family! - 5 licenses for Driver Updater

Total: \$15.97
You save: \$20.00

30-day money back guarantee
 Free customer support
 Secure transaction

Stay informed on software updates, maintenance releases, tips & tricks and other offers via email.

Visa

Card Holder's Name Card Number

Exp. Date: / Security Code

PROCESS PAYMENT

The information you provide will be handled in accordance with our [Privacy Policy](#).

PC Helpsoft Renewal Terms

This is a subscription product with an automatic renewal fee. PC Helpsoft products use subscriptions to provide a variety of benefits, including free product updates, uninterrupted software usage and access to a Technical Support Team. You may cancel such auto-renewal at any time by contacting us, using the "Contact Us" option below, or via your account settings that will be available upon purchase.

By clicking the "Process Payment" button, you authorize PC Helpsoft and its payment processing provider to charge your chosen payment method for the subscription plan of your choice (as indicated in the cart), and to renew your PC Helpsoft product licenses automatically upon the expiry of your subscription term, with the then-current renewal price, as detailed in the [Renewal Terms](#). You also confirm our Terms of Sale and Privacy Policy, linked from the footer of this page.

Contact Us | [Privacy Policy](#) | [Refund Policy](#) | [Terms Of Sale](#)

Transaction processed by UC Distribution LLC (2015 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)
E-commerce services provided by Upclick, an official PC Helpsoft reseller.

System Compatibility
Windows 10, Windows 10, Windows 8/8.1, Windows 7, Vista, XP - 32-bit & 64-bit

Exhibit 5



Thank you for your purchase!

Two ways to activate your software

Thank you for your order. Below is your order information including your product license key, instructions on how to manually register the product and a toll-free number for the Agent Support program. The Agent Support program is a free service included with your purchase, where a representative will assist you by phone with registering your purchase, adjusting any recommended product settings and running a free scan of your system for any malware (with your permission by remote computer access). The Agent Support program is provided by third-party software support service providers working with PC HelpSoft, which are AppSteem Certified Call Centers Anytech 365 and GVI. Information about other third-party products and services may be offered to you by the service providers during your call with them. PC HelpSoft is not responsible for such third-party products and services, and generally for the support services that may be offered to you by those third-party software support service providers.

[Print this page](#)

Agent Support

Service available 24/7

Included With Your Purchase



Use Agent Support for any assistance on your product
[Please Call](#)

1-866-341-1571

Technicians currently available

Service available 24/7. Saturdays and Sundays included.

We'll Do The Following:

- Install and Activate the Software on your PC
- Check software settings
- Advice on PC security & Performance
- Get general questions answered

IMPORTANT NOTICE

If your purchased requires a license key or an activation code, please note that you will receive an email containing this information within the next 10 minutes. Should you not receive this email, please check your junk and spam folders to ensure that our message has not been filtered out. Should you still not locate this email, please contact Customer Support to have this information forwarded to you.

✉ 24/7 Ticket Support

Send us a message by using the form located [here](#)

Do it yourself

Click on the access link below and follow the instructions

PURCHASE SUMMARY

Access your purchase by using the information below

Product	Price
Driver Updater + Advanced Pro Module - 1 month	\$12.99

License Key/Login Information: CE4K-US2L-5YDQ-KK2B-05IC

Access Link: [Click here to download](#)

Use Driver Updater on up to 5 PCs! - 1 month

\$2.99

Access Link: [Click here to download](#)

Total: \$15.97

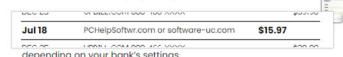
Details of your purchase, including invoices and subscription management options, can be found by [clicking here](#).

Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)

BILLING INFORMATION

First Name:
Last Name:
Email:
Address: CA, United States,
Transaction Date: 18/07/2023
Order ID:
IP Address:

This transaction will be displayed on your Bank Statement as



depending on your bank's settings.



System Compatibility
Windows 11, Windows 10, Windows 8/8.1,
Windows 7, Vista, XP - 32-bit & 64-bit

[Contact Us](#) | [Privacy Policy](#) | [Refund Policy](#) | [Terms Of Sale](#)

Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)

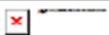
E-commerce services provided by Upclick, an official PC HelpSoft reseller.

Chat ended



Exhibit 6

From: PC HelpSoft <purchase@upclick.com>
Sent: Tuesday, July 18, 2023 5:31 PM
To: [REDACTED]
Subject: Driver Updater + Advanced Pro Module - 1 month - Purchase Confirmation



PURCHASE CONFIRMATION

Dear [REDACTED],

Thank you for buying Driver Updater + Advanced Pro Module - 1 month. As this email contains important information, such as your activation key, we recommend to print or save this email for future reference.

ORDER DETAILS

Driver Updater + Advanced Pro Module - 1 month

[Click here to download](#)

Activation Key:
[REDACTED]

Use Driver Updater on up to 5 PCs! - 1 month

[Click here to download](#)

ACTIVATION ASSISTANCE

Call
1-866-341-1571

to activate your software immediately

Service available 24 hours a day, 7 days a week

A free service included with your purchase: Remote activation of your software by one of our agents.

Our experts use 100% secure technology to activate your software remotely on your PC and help you adjust the recommended settings of your product. We will gladly provide you with additional information and assistance! Service available 24 hours a day, 7 days a week.

Call now:
1-866-341-1571 (free of charge)

Chat now: [Start Chat](#)

BILLING INFORMATION

Confirmation Number: [REDACTED]

Purchase Date: 7/18/2023 8:28:15 PM

Total: \$15.97

If you have any questions regarding this transaction or need assistance with the product, please feel free to check out [Help Center](#) or submit a request to our [support team](#).

eCommerce and Billing Services provided by Upclick Inc. or its subsidiaries.

Exhibit 7



ORDER SUMMARY

		Number of PCs	Total
	Expert PDF Home - 1 Year <i>The fastest, easiest way to create and convert PDF documents!</i>	<input type="button" value="-"/> <input type="text" value="1"/> <input type="button" value="+"/>	\$36.00 \$119.00
<input type="checkbox"/>	Expert PDF Professional - 1 Year (optional) <i>Upgrade to the Professional version! Create interactive forms, add comments to documents, and protect your PDF files with a password and digital signature.</i>		\$13.98
<input type="checkbox"/>	OCR Advanced Module Expert PDF - 1 Year (optional) <i>Transform your scanned documents, invoices, images and books into editable PDFs with OCR technology (Optical Character Recognition).</i>	<input type="button" value="-"/> <input type="text" value="1"/> <input type="button" value="+"/>	\$29.99
<input type="checkbox"/>	E-Sign unlimited - Expert PDF - 1 Year (optional) <i>Electronically sign your contracts, invoices and other business documents remotely from any PC. The digital signatures produced are legally admissible and secure.</i>	<input type="button" value="-"/> <input type="text" value="1"/> <input type="button" value="+"/>	\$39.99

Total: \$36.00

<input type="text"/>	<input type="text" value="United States"/>
<input type="text"/>	<input type="text" value="Zip / Postal Code"/>
<input type="text" value="Visa"/>	
<input type="text"/>	<input type="text" value="Card Number"/>
Exp. Date:	<input type="text"/> / <input type="text"/>
	<input type="text" value="Security Code"/>

PROCESS PAYMENT

The information you provide will be handled in accordance with our [Privacy Policy](#).

This is a subscription product with an automatic renewal fee. Avanquest products use subscriptions to provide a variety of benefits, including free product updates, uninterrupted software usage and access to a Technical Support Team. You may cancel such auto-renewal at any time by contacting us, using the "Contact Us" option below, or via your account settings that will be available upon purchase completion at: <https://avqsoftware.com/>.

By clicking the "Process Payment" button, you authorize Avanquest and its payment processing provider to charge your chosen payment method for the subscription plan of your choice (as indicated in the cart), and to renew your Avanquest product licenses automatically upon the expiry of your subscription term, with the then-current renewal price, as detailed in the [Renewal Terms](#). You also confirm our [Terms of Sale](#) and [Privacy Policy](#), linked from the footer of this page.



SATISFIED OR REFUNDED



FREE CUSTOMER SERVICE



SECURE TRANSACTION

[Contact Us](#) | [Privacy Policy](#) | [Refund Policy](#) | [Terms Of Sale](#)

Transaction processed by UC Distribution LLC (2915 Ogletown Rd, #3783, 19713, Newark, Delaware, USA)
E-commerce services provided by Upclick, an official Avanquest Online Store reseller.



Compatible with
Windows 7, Windows 8,
Windows 10, Windows 11

Exhibit 8



L. H.

US • 1 review

Feb 6, 2025



No response from support, no way to call

I paid for a 2 week usage of their web tool and it auto renewed and charged my card \$60 which was also set to auto renew. I had tried to cancel it but apparently it hadn't gone through. Fwiw, it also took me several attempts to cancel the subscription I was charged for since it was set to autorenew and that took me several submissions.

The minute I received the email saying I had been charged, I contacted support asking to cancel and get a refund. It is almost a week later and haven't heard anything other than a response saying that if I want to cancel my support request, to click a button. I'm pretty close to calling my credit card to reverse charges before it's too late.

Date of experience: January 31, 2025

thumb up Useful

Share



S

Reply from Soda PDF

Feb 6, 2025

Hi,

Thank you for taking the time to share your experience. We understand the concerns you've raised regarding the auto-renewal process and the difficulties you've encountered when attempting to cancel your subscription. We'd like you to know that we are here to assist you with all of your concerns. We'll reach out to you and help you further with your subscription cancellation and any other questions.

Exhibit 9

**Monica Anderson**

US • 1 review

Oct 29, 2024

**I picked the cheapest subscription...**

I picked the cheapest subscription price because I wanted to see how this sodapdf.com was. I got billed three times the subscription price in one day. I wanted to complain but there was no avenue to contact the company. I tried clicking on the Chat but got no help at all. The website is awful and I would not recommend it to anyone. Also, I tried cancelling the subscription and was not able to, as I kept getting the run around. No clear directions on how to do it and no one in charge - so that I could get an intelligent answer.

Date of experience: October 29, 2024

Useful

Share

**Reply from Soda PDF**

Oct 30, 2024

Hi Monica,

Thank you for sharing your experience. We strive to make the subscription process straightforward, and we value your feedback. For billing or cancellation assistance, please confirm your contact details so we can follow up with you and help you properly.

Exhibit 10



Larry Van
US • 6 reviews

Jul 11, 2024



I downloaded the trial of this program...

I downloaded the trial of this program that states that the trial is for 14 days and I paid for the Trial Only!! This happened on June 20-2024 and on June 21-2024, Soda renewed my copy and charged me their full amount of \$97.19 AFTER I returned to their site the same day I downloaded it and tried it and I went back to their site and uninstalled that program as it did NOT work as I had hoped it would. I received confirmation of terminating my trial copy within a 24 hours after downloading it. I have to say that I did NOT Authorize them to hit my bank long before the trial copy terminated. They refunded my money but on the on the 20th of June but turned around on the 21st of June and withdrew the funds again, ILLEGALLY!!!! Soda does NOT HONER THEIR 14 DAY TRIAL AND I am here to warn EVERYONE to stay clear of this outfit as they are a RIP OFF AND WILL RENEW YOUR COPY, DISREGARDING THIER 14 DAY TRIAL WITHIN A DAY OR TWO!!!!!! I have taken this matter up with our Federal Consumer Protection Agency but I just received word that they can not help me. With this in mind, be VERY AWARE OF SODA AS THEY ARE, IN MY STRONGEST OPINION, ENGAGING IN FALSE ADVERTISING, CRIMINAL ACTIVITY AS FAR AS I AM CONCERNED!!!!!!!!!

Date of experience: June 20, 2024

Useful Share



Reply from Soda PDF

Updated Jul 26, 2024

Hi Larry,

We apologize for the issues you've experienced with your trial and subscription. We have sent a request for your contact information to assist you further. Once we receive your details, we will create a support case to address your concerns promptly.

Exhibit 11

**Denny Rossbach**

US • 1 review

Updated Jun 1, 2024

**Be VERY VERY Careful!**

They let you try SODA for \$1.97 by Paypal. The installed program didn't work for my conversion, so I uninstalled it. Turns out then they autocharge you for a supposed approved continuing subscription. (I could not find this detail on the site after an hour of looking for it) The site makes it very hard to get to "sales" to contest. You must get through to them by phone.... At best this is a misleading sales tactic..... / update: SODA did issue a refund. After reading through 5 pages of legalize on their site, I found that the program doesn't even perform the conversion I wanted despite multiple links to that site. They need to incorporate an upfront statement, somewhere near the 15 or so options to install the trial version, as to how to end the trial short of phone access to their "support". My total use of their product was less than 15 minutes since it did not perform the conversion I needed. Uninstalling apparently does not disable the automatic continuing subscription (14 days later) despite clear directions on the website on how to uninstall. It is hard to believe this is so difficult as they collect online data from you, and when you uninstall, it should be trivial to automatically verify this. Now that I know what conversions the software is supposed to support, It would be interesting to know how well it does those....but I'm not about to take a swing at a Tar Baby.

Date of experience: January 15, 2024

Useful

Share

**Reply from Soda PDF**

Jun 1, 2024

Hello Denny,

Thank you for informing us about the charge for a license after your trial ended. It looks like you signed up for a trial with an automatic renewal option, which means you need to cancel the subscription before the trial period ends if you decide not to continue using the product.

Please note that we are not notified if you have the software installed or not, and uninstalling the software does not cancel your subscription.

We will follow up with you via a support ticket to assist you with this issue.

Please make sure to check your inbox for our email.

Exhibit 12



Hsilan Hsu

1 review US



Aug 28, 2022

TOTAL SCAMMERS

I never buy any product from 7270356 CANADA INC. I did not know why I was charged \$129.90 on August 26, 2022 by Automatic Payment. TOTAL SCAMMERS and they should be relinquished!

Date of experience: August 28, 2022

Useful 1 Share



Exhibit 13

**Irene Warkman**

US • 1 review

Dec 12, 2021

**7270356 CANADA INC SCAM**

7270356 CANADA INC. Three years in a row they charge me via paypal and I do not know them and never used my account to charge anything

Date of experience: December 12, 2021 Useful  Share 

upclick

Reply from Upclick

Dec 12, 2021

Hello Irene,

Thank you for letting us know you have received a recurring charge from our company. We will be glad to check it for you and help you with the charges. We have sent you a request for your contact info via Trustpilot. Please follow up and we will create a new support case for you

Exhibit 14

 **Initial Complaint**

Date: 09/05/2024

Type: \$ Billing Issues

Status:  Resolved

AVQ Aftware will not stop charging my ***** account each month for \$16.18 after repeated emails instructing them to stop. This has been going on for over 6 months. I have tried to call them and they are always closed. Invoice #*****



Business Response

Date: 09/06/2024

Dear *****,

Thank you for reaching out regarding charge.

After reviewing our records, it appears we have not received any formal cancellation request regarding your invoice. Please make sure to use this form to contact the *** Suite support

However, as part of our commitment to customer satisfaction, we have refunded the amount of \$16.18 for the subscription charge dated September 4, 2024, and have canceled all future recurring payments associated with your account.

To prevent any further inconvenience, we kindly ask that you submit a formal cancellation request through our Contact Us page to ensure your account is fully updated and compliant with our policies

If you have any additional questions or if theres anything else I can assist you with, please do not hesitate to reach out.

Thank you for your understanding and patience.

Exhibit 15

 **Ingrid P**

Date: 08/05/2024



 **Ingrid P**

Date: 08/05/2024

I have been trying to cancel my subscription for a renewal of a product I have no idea what it is. They requested payment of \$45.99 through my PayPal account. In trying to reach them by phone, the number no longer exists. When trying to send an email message, it is returned undeliverable. If I want to send a message on their website, I will have to pay \$9.00 or more to get through to them. I also see when researching their website that they are scammers. The ***** on PayPal was unable to help. I have checked my computer for any program apps and there are none. They also do not recognize my email address when I want to log in! Hopefully, you can help me get a refund!



Avanquest Software

Date: 08/07/2024

Dear *****,

We are truly sorry to hear about the difficulties you've experienced in trying to cancel your subscription and the frustration it has caused. We take these matters very seriously and are committed to resolving this issue for you promptly.

First and foremost, please accept our sincerest apologies for the inconvenience. The situation you described does not reflect the level of service we aim to provide. We understand the importance of having reliable contact methods, and we are investigating the issues with our phone and email communication.

Reflecting on your purchase on 8/13/2022 7:33:53 PM, where you opted into our Auto-Renewal program for uninterrupted access to Driver Updater software, we wanted to ensure clarity and convenience from the start.

To resolve your concerns, we have taken the following steps:

We have processed a full refund of \$45.99 to your PayPal account immediately. You should see this reflected in your account within a few business days. Your subscription has been canceled, and you will not be charged any further.

We are verifying all our contact channels to ensure this does not happen again. For any future inquiries, please use Contact Us option here ***** and phone number *****

If you have any further questions or concerns, please do not hesitate to contact our customer support directly. We are here to help and ensure you have a satisfactory experience with us.

Thank you for bringing this to our attention, and we appreciate your patience as we work to make things right.

Exhibit 16

 AN

Guest-6418442
San Anselmo, California

::

They auto renewed me without permission.

Feb 05, 2025  1.0

There is NO Live person, chat or email to get a hold of anyone! When submitting my email to contact them they do not send a code.

Nothing. No way to contact at all.

Also no way to delete or remove my credit card information on file. Terrible!NO NO

 **Comment**

 **Helpful**

::

1 comment

 AV

Avanquest Support

Feb 10, 2025

::

Hello, Thanks for sharing that you want to cancel the recent renewal and delete the card information. We are here to help you with your requests.

You can contact us via the support page on our website: support.sodapdf.com/hc/en-us/ If you cannot submit a request through the "Contact Us" button, you can use the "Chat" button.

At first, you'll talk to a chatbot but then you'll be able to get in touch with a real agent. Also, you can speak with real agents via the Facebook page: www.facebook.com/Sodapdf

 **Reply**

 **Helpful**

PROOF OF SERVICE

de Rochemont, et al. v. UC Distribution LLC, et al., Case No. 25CU024563C

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Diego, State of California. My business address is 4225 Executive Square, Suite 600, La Jolla, CA 92037-1484.

On January 16, 2026, I served a true copy of the following document described as

FIRST AMENDED COMPLAINT

on the interested parties in this action as follows:

10 Daniel E. Rohner (forthcoming *pro hac vice*
application)
11 drohner@shb.com
12 SHOOK, HARDY & BACON L.L.P.
13 1660 17th Street, Suite 450
Denver, Colorado 80202
Tel: (303) 285-5300
Fax: (303) 285-5301

Tammy B. Webb
tbwebb@shb.com
Russell L. Taylor
rtaylor@shb.com
SHOOK, HARDY & BACON L.L.P.
555 Mission Street, Suite 2300
San Francisco, California 94105
Tel: (415) 544-1900
Fax: (415) 391-0281

Counsel for Defendants

Counsel for Defendants

16 **BY E-MAIL:** I caused a copy of the document to be sent from e-mail address
17 cklobucar@sdlaw.com to the persons at the e-mail addresses listed above. I did not receive, within
18 a reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed on January 16, 2026, at San Diego, California.

Catherine Klobucar
Catherine S. Klobucar