

**IF YOU WERE ENROLLED IN A SUBSCRIPTION FOR AN AVANQUEST SOFTWARE PRODUCT AND CHARGED A SUBSCRIPTION FEE BETWEEN NOVEMBER 16, 2019 AND AUGUST 31, 2025, YOU MAY BE ENTITLED TO COMPENSATION**

**NOTICE OF CLASS ACTION SETTLEMENT**

*de Rochemont, et al. v. UC Distribution LLC, et al.*

San Diego County Superior Court

Case No. 25CU024563C

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.**

The purpose of this Notice is to inform Class Members about a proposed settlement (“Settlement”) of a class action lawsuit that is pending in the San Diego County Superior Court (the “Court”). The lawsuit is called *de Rochemont, et al. v. UC Distribution LLC, et al.*, Case No. 25CU024563C (the “Lawsuit”). Defendants deny the allegations of the Lawsuit, and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing.

This Notice will explain: (1) what the Lawsuit is about; (2) the main terms of the Settlement; and (3) Class Members’ rights and options under the Settlement. A full version of the Settlement Agreement is available on the settlement website: <https://www.ucrenewalsettlement.com>.

If you stay in the Settlement and the Settlement is given final Court approval and becomes effective, you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4.

**I. What the Lawsuit Is About**

The Lawsuit alleges that UC Distribution LLC, 7270356 Canada Inc., and Avanquest Software SAS (collectively, “Defendants”) enrolled certain California consumers in automatic renewal or continuous service subscriptions for software products without first presenting the automatic renewal offer terms in a clear and conspicuous manner. The Lawsuit alleges that Defendants have violated the California Automatic Renewal Law, Bus. & Prof. Code § 17600 et seq., and the Unfair Competition Law, Bus. & Prof. Code § 17200 et seq. The Lawsuit is brought on behalf of a Class defined as follows:

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

The term “Avanquest Software” means the following software products: ExpertPDF, inPixio, PC HelpSoft Driver Updater, PC HelpSoft PC Cleaner, PC HelpSoft Mac Cleaner, Driver Updater, Adaware Privacy, Adaware Adblock, Adaware PC Cleaner, Adaware Driver Manager, OneSafe PC Cleaner, OneSafe Mac Cleaner, OneSafe Driver Manager, PDF Architect, PDFCreator, PDFSuite, and SodaPDF. Each individual within the foregoing Class definition is referred to as a “Class Member.”

The parties have exchanged detailed information about the claims, defenses, and alleged damages in the Lawsuit. After lengthy settlement negotiations overseen by an independent mediator, the parties have reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendants. Plaintiffs Nina de Rochemont (“de Rochemont”), Raphelle Guy (“Guy”), and Antonio Fernandez (“Fernandez”) (collectively, “Plaintiffs”) and their counsel believe the Settlement is fair, reasonable, and in the best interests of the Class Members. In entering into the Settlement, Defendants continue to deny any and all allegations of liability, fault, or wrongdoing asserted in the Lawsuit.

On January 30, 2026, the Court preliminarily approved the Settlement; certified the Class for settlement purposes only; appointed the law firm of Dostart Hannink LLP as Class Counsel for settlement purposes only; appointed de Rochemont, Guy, and Fernandez as the Class Representatives for settlement purposes only; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this Notice to the Class.

## **II. The Main Terms of the Settlement**

Subject to Court approval, the main terms of the Settlement are as follows:

1. Settlement Amount. In full and complete settlement of the claims of the Class Members who do not exclude themselves, Defendants will pay the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel’s attorneys’ fees and litigation expenses (as approved by the Court), any service payments that the Court may award to the Class Representatives and other Class Members who assisted Class Counsel, the expenses of settlement administration (including class notice), and the settlement payments to the Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining amount will be paid to one or more *cy pres* recipients approved by the Court, or as otherwise directed by the Court. In addition to the monetary consideration, the Settlement also includes injunctive relief.

2. Notice to Class Members. No later than thirty-five (35) days after notice of entry of an order granting preliminary approval, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the business records of Defendants. For individuals with respect to whom the Class List does not contain an email address (if any), the Settlement Administrator will send a copy of the Summary Class Notice to the individual’s last-known mailing address, to the extent that information is available in the Class List, via first class U.S. mail, postage pre-paid. Prior to such mailing, the Settlement Administrator will run the Class Members’ last-known addresses through the U.S. Postal Service’s National Change of Address (“NCOA”) database and update the Class List as appropriate. The date on which the email and mail notice is disseminated to Class Members is referred to as the “Notice Date.” Thereafter, if any emails to Class Members are “bounced back” so as to indicate that the email address is not valid, the Settlement Administrator will mail a copy of the Summary Class Notice to the individual’s last-known mailing address, to the extent that information is available in the Class List, via first class U.S. mail, postage pre-paid.

3. Eligibility for Payment. If the Settlement is given final Court approval and becomes effective, all Class Members who do not exclude themselves from the Settlement will be referred to as “Participating Class Members” and will be entitled to receive a settlement payment in accordance with the terms of the Settlement.

4. Right to Request Exclusion or Object. Any Class Member who does not want to be legally bound by the Settlement can exclude himself or herself on or before April 20, 2026 (the “Exclusion/Objection Deadline”), as described on the next page in Section III.2. Any Class Member who wishes to object to the Settlement may do so in writing. Any written objection must be filed with the Court and served on Counsel for the settling parties and on the Settlement Administrator no later than the Exclusion/Objection Deadline, as

described below in Section III.3. Any Class Member who does not request to be excluded from the Class may, if so desired, enter an appearance through counsel.

5. Settlement Payments to Participating Class Members. If the Court grants final approval and the Settlement becomes effective, after deduction of any Court-approved attorneys' fees, litigation expenses, service payments, and expenses of settlement administration, the remaining amount ("Net Settlement Amount") will be divided equally between the Participating Class Members who select a payment method. Participating Class Members will be notified of the right to elect to receive their settlement payment in the form of an electronic payment such as Venmo, direct deposit/ACH, PayPal, or another electronic method the Settlement Administrator deems effective, or in the form of a paper check, in which case the Participating Class Member will be required to provide the Settlement Administrator with a mailing address. As soon as practicable after the Effective Date of the Settlement, the Settlement Administrator will transmit a settlement payment to each Participating Class Member who timely submits a payment-method selection.

6. Service Awards. Class Counsel will file a motion requesting service awards to Plaintiffs and up to six additional Class Members who assisted Class Counsel, not to exceed \$30,000 in the aggregate. Defendants have agreed to take no position regarding this request, provided the request made to the Court is consistent with the Settlement Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service awards authorized by the Court.

7. Attorneys' Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys' fees of up to 38% of the Settlement Amount, plus actual litigation expenses not exceeding \$200,000. Defendants have agreed to take no position regarding these requests, provided the requests made to the Court are consistent with the Settlement Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court. These amounts are all subject to Court approval.

8. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

### **III. Class Members' Rights and Options Under the Settlement**

Class Members have three options under the Settlement. If you are a Class Member, you may: (1) stay in the Settlement and select a method by which you prefer to receive a monetary payment if the Settlement is approved; (2) exclude yourself from the Settlement; or (3) object to the Settlement. The following paragraphs explain these options in more detail.

1. Stay in the Settlement/Select a Payment Method. No action is needed to stay in the Settlement. If you do not exclude yourself from the Settlement and the settlement is approved, you will be a Participating Class Member and you will qualify to receive a monetary payment if you timely submit a payment-method selection. Participating Class Members will be bound by the release in the Settlement Agreement. If you want to receive money if the Settlement is approved, you should visit the Settlement Website at <https://www.ucrenewalsettlement.com> to select your preferred payment method.

2. To Be Excluded from the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator. The request for exclusion must be in writing, and must list the Class Member's name, mailing address, email address, and telephone number, along with the statement: "I wish to be excluded from the *de Rochemont, et al. v. UC Distribution LLC, et al.* Settlement" or words to that effect. Any request for exclusion must be personally signed by each person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than April 20, 2026. If the request for exclusion is returned by U.S. mail,

the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely and valid requests for exclusion in the form described above will be referred to as “Excluded Class Members.” Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion can be mailed or delivered to the Settlement Administrator, as follows: *de Rochemont v. UC Distribution LLC Settlement Administrator*, c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623; email: TBA@cptgroup.com. A judgment in the Lawsuit will bind all Class Members who do not timely request exclusion. Any Class Member may enter an appearance through counsel.

3. To Object to the Settlement. Any Class Member who wishes to object to the Settlement may do so in writing. Any written objection must be filed with the Court and served on Class Counsel, Defendants’ counsel, and the Settlement Administrator, no later than April 20, 2026. A written objection must set forth the name of the Lawsuit (*de Rochemont v. UC Distribution LLC*, Case No. 25CU024563C), the objector’s full name, mailing address, email address, and telephone number, and the following statement: “I declare under penalty of perjury that, to the best of my knowledge, I was enrolled in a subscription for Avanquest Software between November 16, 2019 and August 31, 2025, for which I was charged one or more renewal fees and did not receiving a full refund, and I wish to object to the Settlement.” The objection must state the factual and legal basis for the objection. If the objection was prepared with the assistance or advice of a lawyer, the objection must also identify any lawyer who assisted, provided advice, or represents the objecting Class Member with respect to such objection or who may profit from the pursuit of the objection. The objection must also attach any documents that the objecting Class Member wishes for the Court to consider and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Class Counsel and Defendants’ counsel will respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. Any objection must be filed with the Court and served by mail on the following: (1) the Settlement Administrator to: *de Rochemont v. UC Distribution LLC Settlement Administrator*, c/o CPT Group, PO Box 19504, Irvine, CA 92623; (2) Defendants’ counsel to: Tammy B. Webb, Shook, Hardy & Bacon L.L.P., 555 Mission Street, Suite 2300, San Francisco, CA 94105; and (3) Class Counsel to: Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, CA 92037.

#### **IV. Release of Claims by Class Members**

If the Settlement is approved by the Court and becomes effective, provided that Defendants have paid the full Settlement Amount, all Class Members who do not exclude themselves from the Settlement shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, “Released Parties” means UC Distribution LLC, 7270356 Canada Inc., Avanquest Software SAS, and any of their past or present parents, subsidiaries, affiliated companies, and corporations, and any of their past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, agents, consultants, contractors, licensors, licensees, successors, or assigns. For purposes of this paragraph, “Released Claims” means any and all causes of action or claims for relief, whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys’ fees and costs, and/or any other form of monetary consideration whatsoever, for any and all claims by Class Members that have been pled in the Lawsuit, or that could have been pled in the Lawsuit, whether known or unknown, that relate to or arise out of monetary charges paid between November 16, 2019 and August 31, 2025 for an automatic renewal or continuous service subscription for an Avanquest Software product.

#### **V. Final Approval Hearing**

The Court will hold a hearing on May 29, 2026 at 10:15 a.m. to determine whether the Settlement should be finally approved and to rule on Class Counsel’s motion for award of attorneys’ fees, reimbursement of litigation

expenses, and award of service payments. The Court is located at 330 West Broadway, Department 66, San Diego, CA 92101. Persons interested in attending or participating in the hearing should, for further information, consult the Court's website, <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>. The hearing may be continued without further notice. **YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT YOU MAY IF YOU CHOOSE.**

**VI. For More Information**

This Notice contains only a summary of the terms of the proposed Settlement. You may view the Settlement Agreement and other important documents on the settlement website. You may also review the pleadings and other papers filed in the Lawsuit at the Court's Business Office, located at 330 West Broadway, San Diego, CA 92101.

**PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.**

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator  
*de Rochemont v. UC Distribution LLC*  
Settlement Administrator  
c/o CPT Group, Inc.  
PO Box 19504,  
Irvine, CA 92623  
Tel: 1-888-545-0081  
Email: [UCRenewalSettlement@cptgroup.com](mailto:UCRenewalSettlement@cptgroup.com)

Class Counsel  
Dostart Hannink LLP  
4225 Executive Square, Ste. 600  
La Jolla, CA 92037  
Tel: (858) 623-4265  
Email: [cklobucar@sdlaw.com](mailto:cklobucar@sdlaw.com)