

## **SETTLEMENT AGREEMENT**

*de Rochemont, et al. v. UC Distribution LLC, et al.*  
San Diego County Superior Court  
Case No. 25CU024563C

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between Nina de Rochemont (“de Rochemont”), Raphelle Guy (“Guy”), and Antonio Fernandez (“Fernandez”) (collectively referred to as “Plaintiffs”), on behalf of themselves and all other individuals who are members of the Class as defined in Section III below, on the one hand, and UC Distribution LLC (“UC Distribution”), 7270356 Canada Inc. (“Avanquest Canada”), and Avanquest Software SAS (“SAS”) (collectively referred to as “Defendants”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

### **I. RECITALS**

A. The instant action was commenced on May 13, 2025, with the filing of the Complaint in the Superior Court of the State of California, County of San Diego, entitled *de Rochemont, et al. v. UC Distribution LLC, et al.*, Case No. 25CU024563C (the “Action”). (ROA# 4.) De Rochemont and Guy allege that UC Distribution and Avanquest Canada violated California law in connection with automatic renewal subscriptions. De Rochemont and Guy assert causes of action for false advertising (including violation of the California Automatic Renewal Law, Bus. & Prof. Code, § 17600 et seq.) (“ARL”) and Unfair Competition (Bus. & Prof. Code, § 17200 et seq.) (“UCL”). On September 12, 2025, UC Distribution and Avanquest Canada filed their Answer to the Complaint. (ROA# 13.)

B. Previously, on November 16, 2023, Fernandez filed a complaint in the Superior Court of the State of California, County of Los Angeles, entitled *Fernandez v. Avanquest North America LLC, et al.*, Case No. 23STCV28134, in which SAS is now the defendant (the “Avanquest SAS Action”). In the *Avanquest SAS* Action, the operative complaint asserts violations of the ARL

and UCL relating to the enrollment of California consumers into automatic renewal subscriptions by SAS. This Action and the *Avanquest SAS* Action are sometimes collectively referred to herein as “the Litigation.”

C. The Parties have engaged in formal discovery, production of documents, depositions, and the informal exchange of relevant information, all of which ultimately led the Parties to explore the potential for settlement.

D. On July 14, 2025, the Parties attended a full-day mediation before the Honorable James L. Warren (Ret.). The case did not settle at the mediation, but during the ensuing months the Parties continued settlement discussions through Judge Warren. Ultimately, with the assistance of Judge Warren, the Parties have agreed to resolve the actions on the terms set forth in this Agreement.

E. The Parties will file a stipulation requesting that the *Avanquest SAS* Action be stayed pending the outcome of approval proceedings in this Action. As set forth in Section III.C below, upon entry of an order granting preliminary approval, de Rochemont and Guy will file a First Amended Complaint in this Action that defines the Class as set forth in Section III.A below, adds Fernandez as a named plaintiff, and adds SAS as a named defendant. Upon entry of final approval and judgment in this Action, the Parties will take appropriate procedural steps to dismiss the *Avanquest SAS* Action with prejudice.

F. This Agreement represents a compromise of disputed claims. Defendants deny any and all allegations of liability, fault, or wrongdoing and deny that any claims alleged against them are suitable for class certification other than for purposes of this Settlement. The Parties have entered into the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

## II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. The Settlement will become final and effective upon the occurrence of all of the following events:

1. The San Diego County Superior Court (the “Court”) enters an order preliminarily approving the Settlement and conditionally certifying the Class as defined below in Section III (the date the Court enters an order granting preliminary approval of the Settlement will be referred to as the “Preliminary Approval Date”); and

2. The Court enters an order and judgment granting final approval of the Settlement (the date the Court enters the judgment will be referred to as the “Judgment Entry Date”); and

3. The Effective Date occurs. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member, as defined in Section III.A, files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed without any material modification and is no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. Class Counsel will have the right to appeal any award of attorneys' fees, litigation expenses, or service payments, but any such appeal, if taken, will not otherwise affect the binding nature of the Settlement, including the release of claims set forth in Section IX below. In the event of any such appeal of an order regarding attorneys' fees, litigation expenses, or service payments, the Parties will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

D. If the Effective Date does not occur because the Superior Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if for other reasons it becomes certain that the Effective Date cannot occur: (1) this Agreement will be void *ab initio* and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) any First Amended Complaint filed pursuant to this Agreement or a preliminary approval order will be withdrawn; (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to Defendants; and (5) in any further litigation proceedings that may ensue (excluding any appeal of an order denying approval), the Parties shall make no use of, and shall make no reference to, this Agreement, any motion for preliminary approval, any motion for final approval, any motion for award of attorneys' fees, litigation expenses, or service payments, or any declaration or other paper filed in support of or in opposition to any aspect of the Settlement.

### III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to certification of the following Class (the members of which are referred to as the “Class Members”):

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.

B. Solely for the purpose of effectuating the Settlement, the Parties stipulate to the filing of a First Amended Complaint which sets forth the foregoing definition of the Class, adds Fernandez as a named plaintiff, and adds SAS as a named defendant. As part of the motion for preliminary approval, the Parties will request that the Court grant leave for the filing of the First Amended Complaint and that Defendants be deemed to have denied all material allegations of the First Amended Complaint without the necessity of filing an Answer or other response.

C. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firm of Dostart Hannink LLP will be appointed as counsel for the Class (“Class Counsel”).

D. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that de Rochemont, Guy, and Fernandez will be appointed as the Class Representatives.

E. Subject to Court approval, and subject to the Parties' right to jointly propose a different administration firm, the Parties agree that CPT Group, Inc. will be the Settlement Administrator. The Settlement Administrator will be responsible for, *inter alia*: disseminating the Summary Class Notice; establishing and maintaining the Settlement Website; preparing a declaration regarding its due diligence; transmitting settlement payments to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

F. Plaintiffs shall promptly submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of class notice (proposed forms for the Emailed Summary Class Notice, the Mailed Summary Class Notice, and the Long Form Class Notice are attached hereto as Exhibits A, B, and C, respectively). The preliminary approval motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees, reimbursement of litigation expenses, and any service payments, should be finally approved as fair, reasonable, and adequate as to the Class. The Parties will cooperate to obtain preliminary approval as soon as feasible pursuant to the Court's procedures.

#### IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The monetary consideration to be paid by Defendants is the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Settlement Amount"). The Settlement Amount will be paid in two installments. Defendants shall transmit \$500,000.00 to the court-designated Settlement Administrator by wire transfer no later than seven (7) days following the Preliminary Approval Date. The Settlement Administrator shall deposit those

funds in an interest-bearing account (“Settlement Fund”). Pending entry of final approval and judgment, the Settlement Fund may be used only to pay for expenses of settlement administration, including the expense of disseminating class notice. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund, including any accrued interest, shall be promptly returned to Defendants. If the Settlement is granted final Court approval, Defendants shall transmit the remaining \$2,000,000.00 to the Settlement Administrator by wire transfer no later than seven (7) days following the Effective Date for deposit in the Settlement Fund. Under no circumstances shall Defendants be obligated to pay any monetary consideration pursuant to this Settlement in excess of the Settlement Amount.

B. As provided in Sections V, VI, VII, and VIII below, the Settlement Amount will be used to pay Class Counsel’s attorneys’ fees and litigation expenses (as approved by the Court), any service payments awarded by the Court pursuant to Section VI, the expenses of settlement administration (including class notice), and the settlement payments to Class Members pursuant to Section VIII below. If any funds are remaining by reason of checks not negotiated or electronic payments unable to be completed, the remaining funds will be paid to one or more *cy pres* recipients approved by the Court as discussed in Section VIII below. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendants.

C. Injunctive Relief. To the extent applicable, Defendants will make any changes to their subscription offer materials and website disclosures to comply with the ARL. Nothing in this Paragraph shall constitute an admission or concession that any of Defendants’ offer materials, processes, business practices, disclosures, or procedures heretofore have not been in compliance with the ARL. If the requirements of California law change in the future, Defendants may conform their business practices to such law as modified. Because this Settlement is a compromise of

disputed allegations and claims, Defendants' agreement to this Section IV.C is expressly for the purposes of settlement and is not an admission of any wrongdoing, fault, or liability.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to thirty-eight percent (38%) percent of the Settlement Amount, plus actual litigation expenses not to exceed \$200,000 incurred in connection with the Litigation. Defendants will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. 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.

VI. SERVICE PAYMENTS

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

VII. SETTLEMENT ADMINISTRATION

A. Within seven (7) days after the Preliminary Approval Date, Defendants will provide to the Settlement Administrator and to Class Counsel an Excel spreadsheet that includes, for each Class Member, the individual's name, mailing addresses, telephone numbers, and email addresses, to the extent such information is available in Defendants' business records (the "Class List"). The Class List shall be designated as Confidential and used only for administration of this Settlement.

B. The Parties shall use reasonable and best efforts to ensure that no later than thirty-five (35) days after the Preliminary Approval Date, or by such other date as the Court may establish, 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 Class List. 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. The Emailed Summary Class Notice will include a link through which the recipient Class Member can submit an election regarding the method by which that Class Member's payment will be transmitted, which may be in the form of an electronic payment such as PayPal, Venmo, Zelle, direct deposit/ACH, or another electronic method the Settlement Administrator deems effective, or may be in the form of a paper check if requested by a Participating Class Member (as defined in subparagraph H below) who provides the Settlement Administrator with a mailing address.

C. No later than the Notice Date, the Settlement Administrator will establish a Settlement Website on which it will make available the First Amended Complaint, the Settlement Agreement, the order granting preliminary approval of the Settlement, the Summary Class Notice, the Long Form Class Notice, and any other materials agreed to by the Parties. The Settlement Website will also include a link through which Participating Class Members can submit an election regarding the method by which the Class Member's payment will be transmitted.

D. The date that is forty-five (45) days after the Notice Date shall be referred to as the “Exclusion/Objection Deadline.”

E. 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 as provided in this Section. The request for exclusion must be in writing, 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 v. UC Distribution LLC* 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 the Exclusion/Objection Deadline. 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 requests for exclusion 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 shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: De Rochemont v. UC Distribution LLC Settlement Administrator, c/o CPT Group, 50 Corporate Park, Irvine, CA 92606; or to an email address to be established by the Settlement Administrator

F. Any Class Member who wishes to object to the Settlement must do so in writing. To object to the Settlement, the Class Member must deliver a written objection to the Settlement Administrator no later than the Exclusion/Objection Deadline. Any written objection must set forth the name of the lawsuit (*de Rochemont v. UC Distribution LLC*, Case No. 25CU024563C), the Class

Member's name, mailing address, email address, and telephone number, and the following statement (or words to that effect): "I declare under penalty of perjury that, to the best of my knowledge, between November 16, 2019 and August 31, 2025, I was enrolled by Defendants or their affiliates in an automatic renewal or continuous service subscription and did not receive 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. The objection must also attach any documents that the objecting Class Member wishes for the Court to consider. The 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, 50 Corporate Park, Irvine, CA 92606; (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. Class Counsel and Defendants' counsel may respond to any written objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing.

G. No later than five (5) court days following the Exclusion/Objection Deadline, the Settlement Administrator will make available to Class Counsel and Defendants' counsel a written report listing the name and contact information of each Excluded Class Member and any Class Member who has objected to the Settlement.

H. Class Members who do not submit a timely Exclusion Form are referred to as the "Participating Class Members." Only Participating Class Members will be entitled to receive a settlement payment, in accordance with Section VIII below.

## VIII. SETTLEMENT PAYMENTS

A. Unless the Court orders otherwise, each Participating Class Member will be entitled to receive an equal, pro-rata portion of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount (plus any accrued interest thereon) reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, service payments, and all expenses of settlement administration (including expenses previously incurred and the Settlement Administrator’s good faith estimate of future expenses to be incurred). The pro-rata share of each Participating Class Member shall be computed by dividing the Net Settlement Amount by the number of Participating Class Members.

B. Following the Effective Date, to the extent the Settlement Administrator did not previously receive a Participating Class Member’s election regarding a method for settlement payment, the Settlement Administrator will send at least two emails to Participating Class Members requesting such election. No later than sixty (60) days after the Effective Date, the Settlement Administrator will transmit to each Participating Class Member who submitted a payment election that person’s settlement payment (“Distribution Date”). In the event any electronic payment is unable to be processed or a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or email. Unless the Court orders otherwise, any Participating Class Member who does not submit an election for a settlement payment method by the date that is sixty (60) days after the Effective Date will forfeit the right to receive a settlement payment, and any payment instrument not negotiated or completed within sixty (60) days after its transmission or mailing by the Settlement Administrator will be void. Any portion of the Settlement Amount that remains unpaid at the end of one hundred twenty (120) days following the Distribution Date will be paid to a *cy pres* recipient approved by the Court. In connection with the motion for final approval, Class Counsel will identify one or more

proposed *cy pres* recipients for the Court’s consideration, to receive any remaining settlement funds due to uncashed checks or otherwise. Defendants shall have the right to review such proposed recipient(s), and agree to not unreasonably withhold consent to such proposed recipient(s).

IX. RELEASE OF CLAIMS

A. Release by Class Members. Following the Effective Date and provided that Defendants have paid the full Settlement Amount, all Class Members who have not timely requested exclusion from the Settlement, as well as their respective spouses, heirs, assigns, executors, administrators, successors, and agents acting on their behalf (collectively, the “Releasing Parties”), 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, 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 Litigation, or that could have been pled in the Litigation, 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.

B. General Release by Plaintiffs. Following the Effective Date and provided that Defendants have paid the full Settlement Amount, plaintiffs Nina de Rochemont, Raphelle Guy, and

Antonio Fernandez, for themselves and their heirs, assigns, executors, administrators, successors, and agents acting on their behalf, release and discharge each and all of the Released Parties (as defined above) from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown that they have or may have against any of the Released Parties up to the date of execution of this Agreement. Plaintiffs acknowledge and hereby waive all rights and benefits afforded by Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants or any of the Released Parties.

B. This Agreement may be modified only by a writing signed by the Parties or their respective successors in interest.

C. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The Parties hereby agree to do such things and to execute such other and further documents, writings, and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely

carried out. It is the intention of the Parties to comply in all respects with the requirements of California law and with any local rule of the Court with respect to this Agreement, the procedure for obtaining court approval, and the procedure for implementing the Settlement. If the Court or any appellate court denies or conditions the grant of preliminary or final approval on a rejection or modification of any provision of this Agreement other than the dollar amount of aggregate monetary consideration to be paid by Defendants as set forth in Section IV, the Parties agree to modify the Agreement to the extent necessary to conform to the Court's order or condition, in which case the remainder of the Agreement shall remain in full force and effect.

E. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization, or circumstances shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any person, organization, or circumstance shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

F. Each Party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other Party hereto, directly or indirectly relating in any way to the matters settled and released hereby, and each Party further covenants and agrees that upon occurrence of the Effective Date, this Agreement is a bar to any such claim, action, suit, or proceeding.

G. Each of the Parties has investigated the facts pertaining to this Agreement as each deems necessary. The Parties understand that the facts with respect to which this Agreement is entered into may hereafter turn out to be other than or different from the facts now known or believed by them to be true, and each accepts and assumes the risk of the facts turning out to be different and

agree that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

H. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Defendants warrant that they have obtained all necessary authorizations under their organizational documents and under law to make this Agreement binding on Defendants.

I. The Parties agree that this Agreement, and any and all disputes that arise from or in any way relate to this Agreement, will be governed and interpreted and enforced in accordance with the laws of the State of California, but without regard to its law concerning conflict of laws.

J. This Agreement may be executed in counterparts. Any signature made and transmitted electronically shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting such electronic signature.

K. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs, and expenses in relation to the Litigation.

L. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: 12/2/2025

*Nina de Rochemont*

NINA DE ROCHEMONT

Dated: \_\_\_\_\_

\_\_\_\_\_  
RAPHELLE GUY



agree that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

H. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Defendants warrant that they have obtained all necessary authorizations under their organizational documents and under law to make this Agreement binding on Defendants.

I. The Parties agree that this Agreement, and any and all disputes that arise from or in any way relate to this Agreement, will be governed and interpreted and enforced in accordance with the laws of the State of California, but without regard to its law concerning conflict of laws.

J. This Agreement may be executed in counterparts. Any signature made and transmitted electronically shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting such electronic signature.

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L. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NINA DE ROCHEMONT

Dated: 12/1/2025

Raphelle Guy  
RAPHELLE GUY

Dated: 11/25/2025

Antonio Fernandez

ANTONIO FERNANDEZ

Dated: \_\_\_\_\_

UC DISTRIBUTION LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

7270356 CANADA INC.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

AVANQUEST SOFTWARE SAS

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: December 2, 2025

DOSTART HANNINK LLP

Zachary Paul Dostart  
ZACH P. DOSTART  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

SHOOK, HARDY & BACON L.L.P.

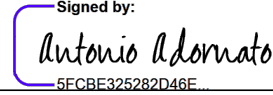
\_\_\_\_\_  
DANIEL E. ROHNER  
Attorneys for Defendants  
UC Distribution LLC, 7270356 Canada Inc.,  
and Avanquest Software SAS

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANTONIO FERNANDEZ

Dated: 18-Dec-2025

UC DISTRIBUTION LLC

Signed by:  
  
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Name: Antonio Adornato

Title: Treasurer

Dated: 18-Dec-2025

7270356 CANADA INC.

Signed by:  
  
FCDDE2F8BF974AA...

Name: Eric Gareau

Title: Chief Executive Officer

Dated: 18-Dec-2025

AVANQUEST SOFTWARE SAS

Signed by:  
  
ECDDDE2F8BF974AA...

Name: CLARANOVA SE, represented by Eric Gareau

Title: Chief Executive Officer

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

DOSTART HANNINK LLP

\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

SHOOK, HARDY & BACON L.L.P.

\_\_\_\_\_  
DANIEL E. ROHNER  
Attorneys for Defendants  
UC Distribution LLC, 7270356 Canada Inc.,  
and Avanquest Software SAS

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANTONIO FERNANDEZ

Dated: \_\_\_\_\_

UC DISTRIBUTION LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

7270356 CANADA INC.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

AVANQUEST SOFTWARE SAS

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

DOSTART HANNINK LLP

\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiffs

Dated: 12/11/2025

SHOOK, HARDY & BACON L.L.P.



\_\_\_\_\_  
DANIEL E. ROHNER  
Attorneys for Defendants  
UC Distribution LLC, 7270356 Canada Inc.,  
and Avanquest Software SAS

# Exhibit A

[Class Member Name]  
[CPT ID]

**YOU HAVE THE RIGHT TO REQUEST A MONETARY PAYMENT  
FROM A CLASS ACTION SETTLEMENT UPON COURT APPROVAL**

Summary Notice of Class Action Settlement  
*de Rochemont, et al. v. UC Distribution LLC, et al.*  
San Diego County Superior Court, Case No. 25CU024563C

**What is the Lawsuit about?** The Lawsuit alleges that UC Distribution LLC, 7270356 Canada Inc., and Avanquest Software SAS (collectively, “Defendants”) charged certain California consumers for automatically renewing subscriptions for Avanquest Software products without first presenting the automatic renewal offer terms in a clear and conspicuous manner. The “Avanquest Software” products at issue are 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. Defendants deny the claims in 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.

**What relief does the Settlement provide?** Defendants have agreed to pay the principal Settlement Amount of \$2,500,000.00. If the Court grants final approval of the Settlement, each Participating Class Member will be entitled to receive an equal, pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, class representative service payments, and expenses of settlement administration.

**What are my options?** If the Settlement is given final Court approval and becomes effective, all Class Members who stay in 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. If you are a Participating Class Member, you may select a method for transmittal of any settlement payment through the settlement website, [REDACTED], which can also be accessed through the following link:

[Insert action button to submit payment method]

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<Date>>. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendants for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by <<Date>>. The Long Form Class Notice, which is available on the settlement website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance through counsel. The Court will hold a hearing on <<Date>> to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may appear at the hearing, but you don’t have to.

**More information?** For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, and related Court documents, and to learn more about how to exercise your various options under the Settlement, go to [REDACTED]. You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

# Exhibit B

**De Rochemont v. UC Distribution LLC**  
*c/o CPT Group, Inc.*  
*50 Corporate Park*  
*Irvine, CA 92606*

PRESORTED  
First Class  
U.S. Postage  
PAID

CPT ID: <ID>

<Name>

<Address1> <Address2>

<City>, <State>, <Zip>

Initial  
Initial  
aa



**YOU HAVE THE RIGHT TO REQUEST A MONETARY PAYMENT  
FROM A CLASS ACTION SETTLEMENT UPON COURT APPROVAL**

Summary Notice of Class Action Settlement  
*de Rachemont, et al. v. UC Distribution LLC, et al.*  
San Diego County Superior Court, Case No. 25CU024563C

**What is the Lawsuit about?** The Lawsuit alleges that UC Distribution LLC, 7270356 Canada Inc., and Avanquest Software SAS (collectively, “Defendants”) charged certain California consumers for automatically renewing subscriptions for Avanquest Software products without first presenting the automatic renewal offer terms in a clear and conspicuous manner. The “Avanquest Software” products at issue are 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, PDF Creator, PDF Suite, and SodaPDF. Defendants deny the claims in 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.

**What relief does the Settlement provide?** Defendants have agreed to pay the principal Settlement Amount of \$2,500,000.00. If the Court grants final approval of the Settlement, each Participating Class Member will be entitled to receive an equal, pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, class representative service payments, and expenses of settlement administration.

**What are my options?** If the Settlement is given final Court approval and becomes effective, all Class Members who stay in 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. If you are a Participating Class Member, you may select a method for transmittal of any settlement payment through the settlement website,

If you do not want to be legally bound by the Settlement, you must exclude yourself by **1-800-xxx-xxxx**. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendants for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by **1-800-xxx-xxxx**. The Long Form Class Notice, which is available on the settlement website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance through counsel. The Court will hold a hearing on **1-800-xxx-xxxx** to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may appear at the hearing, but you don’t have to.

**More information?** For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, and related Court documents, and to learn more about how to exercise your various options under the Settlement, go to **1-800-xxx-xxxx**. You may also email the Settlement Administrator at **1-800-xxx-xxxx** or call **1-800-xxx-xxxx**.

# Exhibit C

**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: [\[REDACTED\]](#).

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 [REDACTED], 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 <<Date>> (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 [REDACTED] 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 <<Date>>. 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., 50 Corporate Park, Irvine, CA 92606; email: [REDACTED]. 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 <<Date>>. 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, between November 16, 2019 and August 31, 2025, I was enrolled by Defendants or their affiliates in an automatic renewal or continuous service subscription and did not receive 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. The objection must also attach any documents that the objecting Class Member wishes for the Court to consider. 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, 50 Corporate Park, Irvine, CA 92606; (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 [REDACTED] at [REDACTED] .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.

50 Corporate Park

Irvine, CA 92606

Tel: [REDACTED]

Email: [REDACTED]

Class Counsel

Dostart Hannink LLP

4225 Executive Square, Ste. 600

La Jolla, CA 92037

Tel: (858) 623-4265

Email: cklobucar@sdlaw.com