

FILED
San Diego Superior Court

JAN 30 2026

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

Plaintiffs,

vs.

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

Defendants.

CASE NO. 25CU024563C

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVIDING FOR
NOTICE**

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement
2 (“Motion”) relating to the Settlement Agreement (“Settlement”) between plaintiffs Nina de
3 Rochemont, Raphelle Guy, and Antonio Fernandez (collectively, “Plaintiffs”) and defendants UC
4 Distribution LLC, 7270356 Canada Inc., and Avanquest Software SAS (collectively, “Defendants”).
5 Having read and considered the moving papers, including the Settlement Agreement, and finding
6 good cause, the Court finds and orders as follows:

7 1. Based upon the Court’s review of the Settlement Agreement, the Memorandum of
8 Points and Authorities in Support of the Motion, the discussion at the hearing conducted on January
9 30, 2026, and the entire record, the Motion for Preliminary Approval of Class Action Settlement is
10 GRANTED.

11 2. The Court hereby conditionally certifies the following class (“Class”) for settlement
12 purposes only: “All California residents who, (1) on or after December 1, 2010, were enrolled in an
13 automatic renewal or continuous service subscription for an Avanquest Software product by
14 Avanquest Software SAS, UC Distribution LLC, or 7270356 Canada Inc., and (2) were charged for
15 such subscription between November 16, 2019 and August 31, 2025, limited to individuals who did
16 not receive a full refund of amounts paid towards such subscription. Excluded from the Class are all
17 employees of Defendants, all employees of Plaintiffs’ counsel, and the judicial officers to whom
18 this case is assigned.” For the foregoing Class definition, the term “Avanquest Software” means the
19 following software products: ExpertPDF, inPixio, PC HelpSoft Driver Updater, PC HelpSoft
20 PC Cleaner, PC HelpSoft Mac Cleaner, Driver Updater, Adaware Privacy, Adaware Adblock,
21 Adaware PC Cleaner, Adaware Driver Manager, OneSafe PC Cleaner, OneSafe Mac Cleaner,
22 OneSafe Driver Manager, PDF Architect, PDFCreator, PDFSuite, and SodaPDF.

23 3. The Parties stipulated to Plaintiffs filing a First Amended Complaint setting forth the
24 foregoing definition of the Class, adding Antonio Fernandez as a named plaintiff, and adding
25 Avanquest Software SAS as a named defendant (ROA# 22), which Plaintiffs filed on January 16,
26 2026 (ROA# 23). Defendants are deemed to have denied all material allegations of the First
27 Amended Complaint without the necessity of filing an Answer.

1 4. The Court appoints Dostart Hannink LLP as Class Counsel. The Court appoints Nina
2 de Rochemont, Raphelle Guy, and Antonio Fernandez as the Class Representatives. The Court
3 designates CPT Group, Inc. as the Settlement Administrator.

4 5. The Court preliminarily approves the Settlement,¹ including the monetary relief,
5 injunctive relief, and the procedure for payment of attorneys' fees, litigation expenses, and service
6 awards to the extent ultimately awarded by the Court. It appears to the Court on a preliminary basis
7 that the Settlement is fair, adequate, and reasonable as to all Class Members when balanced against
8 the cost and uncertainty associated with further litigation. It further appears that settlement of the
9 Litigation at this time will avoid substantial additional costs by all Parties, as well as the delay and
10 risks that would be presented by the further prosecution of the Litigation. It also appears that the
11 Settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
12 negotiations.

13 6. The Court approves the emailed Summary Class Notice (Exhibit A to the Settlement
14 Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement Agreement), and the
15 Long Form Notice (Exhibit C to the Settlement Agreement). The notice procedure described in the
16 Settlement Agreement meets the requirements of Rule 3.766(d) of the California Rules of Court and
17 due process, and constitutes the best practicable notice under the circumstances. The Settlement
18 Administrator is directed to disseminate the Summary Class Notice to Class Members via email (or,
19 if no email address is available, then via U.S. Mail to Class Members for whom a mailing address
20 is available) no later than thirty-five (35) days after entry of this Order. The date on which the
21 Summary Class Notice is emailed or mailed is the "Notice Date." The Settlement Administrator is
22 directed to take all steps necessary to establish a settlement website and to post the Long Form
23 Notice on the website by the Notice Date.

24 7. As set forth in the Settlement Agreement, any individual who wishes to exclude
25 himself or herself from the Settlement shall mail, email, or deliver to the Settlement Administrator
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27 ¹ The definitions of capitalized terms in this Order are the same as the definitions of those terms in
28 the Settlement Agreement.

1 a written request for exclusion no later than forty-five (45) days following the Notice Date. The
2 written request for exclusion must set forth the name of the lawsuit (*de Rochemont, et al. v. UC*
3 *Distribution, LLC, et al.*, Case No. 25CU024563C), the class member's name, address, telephone
4 number, and email address, along with the statement: "I wish to be excluded from the *de Rochemont,*
5 *et al. v. UC Distribution, LLC, et al. Settlement*" or words to that effect. Any request for exclusion
6 must be personally signed by each person requesting exclusion. So-called "mass" or "class" opt-
7 outs shall not be allowed. Class Members who do not timely request exclusion shall be bound by
8 the provisions of the Settlement Agreement and all orders or judgments that may be entered by the
9 Court.

10 8. Class Members may object to the Settlement in writing. To object to the Settlement,
11 a class member must file a written objection with the Court and serve copies of the objection on
12 Class Counsel, Defendants' counsel, and the Settlement Administrator, no later than forty-five (45)
13 days following the Notice Date. The written objection must set forth the name of the lawsuit (*de*
14 *Rochemont, et al. v. UC Distribution, LLC, et al.*, Case No. 25CU024563C), the class member's
15 name, address, telephone number, and email address, along with the statement: "I declare under
16 penalty of perjury that, to the best of my knowledge, I was enrolled in a subscription for Avanquest
17 Software between November 16, 2019 and August 31, 2025, for which I was charged one or more
18 renewal fees and did not receive a full refund, and I wish to object to the Settlement." The written
19 objection must also state the factual and legal basis for the objection; the name and contact
20 information of any and all attorneys representing, advising, or in any way assisting the objector in
21 connection with the preparation or submission of the objection or who may profit from the pursuit
22 of the objection; and a statement indicating whether the objector intends to appear at the Final
23 Approval Hearing. Any documents that the objecting class member wishes for the Court to consider
24 must also be attached to the objection. Any written objection must be filed with the Court and served
25 by mail as follows: (1) *de Rochemont v. UC Distribution, LLC Settlement Administrator*, c/o CPT
26 Group, Inc., 50 Corporate Park, Irvine, California 92606; (2) to Defendants' counsel, Tammy B.
27 Webb, Shook, Hardy & Bacon L.L.P., 555 Mission Street, Suite 2300, San Francisco, California
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94105; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, California 92037.

9. Plaintiffs shall file their motion for final approval by the date specified below. The motion for final approval shall identify one or more proposed *cypres* recipients for any excess funds, consistent with Section IV.B. of the Settlement Agreement and with Code of Civil Procedure section 384. Class Counsel's motion for attorneys' fees, litigation expenses, and for any service awards shall also be filed by the date specified below. Class Counsel may, at its election, request final approval and an award of attorneys' fees, litigation expenses, and service awards in a single motion or in separate motions.

10. A Final Approval Hearing shall be held by this Court, located at 330 West Broadway, San Diego, California 92101, Department 66, on May 29, 2026, at 10:15 a.m., at which time the Court will determine whether the Settlement should be granted final approval and will rule on any request for attorneys' fees, litigation expenses, and proposed service awards.

11. If the Settlement is not finally approved by the Court, (i) the conditional certification of the Class shall be withdrawn, (ii) the First Amended Complaint shall be vacated; and (iii) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to Defendants.

12. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement without further emailed or mailed notice to the Class Members, and retains jurisdiction to consider all further matters arising out of or connected with the proposed Settlement.

13. The Court hereby adopts the following dates for performance of the specified activities leading to the final approval hearing:

Deadline	Event
7 days after entry of the Preliminary Approval Order	Deadline for Defendants to 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")

7 days after entry of the Preliminary Approval Order	Deadline for Defendants to wire transfer \$500,000 of the Settlement Amount to the Settlement Administrator
35 days after entry of the Preliminary Approval Order	Deadline for Settlement Administrator to email the Court-Approved Summary Class Notice to Class Members for whom an email address is available, mail the Summary Class Notice to Class Members for whom an email address is not available and a mailing address is available, and establish the Settlement Website. The date on which the email notice is disseminated is the "Notice Date."
14 days after Notice Date	Deadline for Settlement Administrator to mail the Summary Class Notice to last known address of any Class Members for whom an email notice was bounced back as undeliverable, to the extent a mailing address is available in the Class List
45 days after Notice Date	Last day for Class Members to object or opt out
16 court days prior to Final Approval Hearing	Deadline for Plaintiffs to file Motion for Final Approval of Settlement and for Attorneys' Fees, Litigation Expenses, and Service Awards
<u>May 29</u> , 2026, at 10:15 a.m.	Final Approval Hearing (including for Attorneys' Fees, Litigation Expenses, and Service Awards)

14. The Parties are ordered to carry out the Settlement in the manner provided in the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED: Jan 30, 2026



Hon. Wendy M. Behan
Judge of the Superior Court