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

6 Attorneys for Plaintiffs

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10
11 NINA DE ROCHEMONT,
12 RAPHELLE GUY, and
13 ANTONIO FERNANDEZ,
individually and on behalf of all others
similarly situated,

14 Plaintiffs,

15 vs.

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

22 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.]

1 **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.

21 **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
19 shipments of the product and charges on their credit card. These unforeseen charges
20 are often the result of agreements enumerated in the “fine print” on an order or
21 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
26 or knowledge. For example, consumers sometimes find that a magazine subscription
27 renewal appears on a credit card statement even though they never agreed to a
28 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).)

28

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**

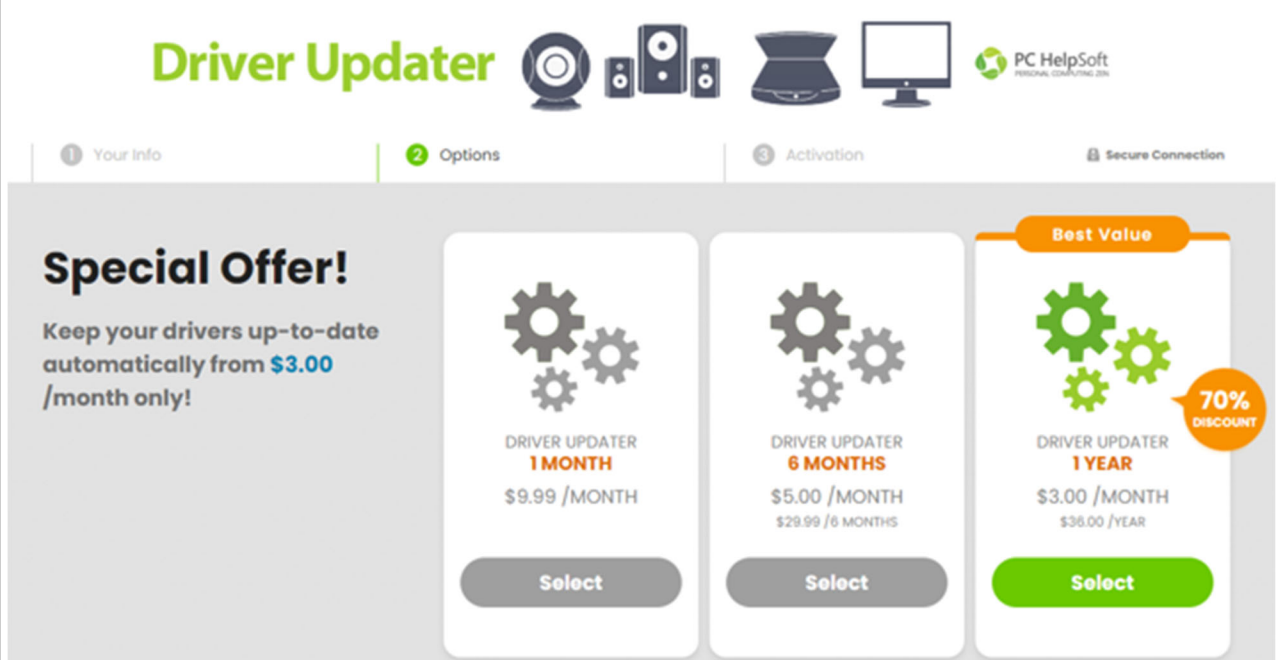
23 23. Defendants advertise and sell a variety of computer software, mostly in three primary
24 categories. In a “PDF” category, Defendants advertise and sell products including, but not limited
25 to, Soda PDF, Expert PDF, PDF Suite, and PDF Architect. In a “Utilities” category, Defendants
26 advertise 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)

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Driver Updater 

1 Your info | 2 Options | 3 Activation | Secure Connection

Driver Updater - 1 month
Automatically find and fix driver problems!
\$9.99

Driver Updater + Advanced Pro Module - 1 month **\$2.99** ~~\$9.99~~
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** ~~\$9.99~~
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

United States | California
Zip / Postal Code | Phone Number
Stay informed on software updates, maintenance releases, tips & tricks and other offers via email.
Visa | VISA | MasterCard | American Express | Discover | PayPal
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 completion at: <https://pchelpsoftwr.com/>.
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 (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

25
26
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:

5 (Exhibit 5 – Purchase Summary)

6 **Thank you for your purchase!**

7 **Two ways to activate your software**

8 Thank you for your order. Below is your order information including your product license key, instructions on how to manually register the product
9 and a toll-free number for the Agent Support program. The Agent Support program is a free service included with your purchase, where a
10 representative will assist you by phone with registering your purchase, adjusting any recommended product settings and running a free scan of
11 your system for any malware (with your permission by remote computer access). The Agent Support program is provided by third-parties
12 software support service providers working with PC HelpSoft, which are AppEsteem Certified Call Centers: Anytech 365 and GYB. Information
13 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
14 responsible for such third-party products and services, and generally for the support services that may be offered to you by those third-parties
15 software support service providers.

16 [Print this page](#) 

17 **Agent Support**

18 **Service available 24/7**

19 **Included With Your Purchase**



20 Use Agent Support for any assistance on
21 your product
22 **Please Call** **1-866-341-1571**

23 **Technicians currently available**

24 **Service available 24/7. Saturdays and Sundays included.**

25 **We'll Do The Following:**

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

IMPORTANT NOTICE

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.

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 | \$12.98 |
| License Key/Login Information: CE4K-US2L-5YDQ-KKZB-051C Access Link: Click here to download | |
| Use Driver Updater on up to 5 PCs! - 1 month | \$2.99 |
| Access Link: Click here to download | |

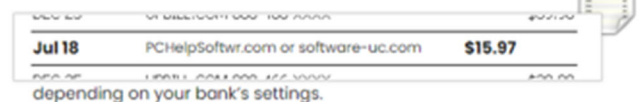
Total: \$15.97

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



| | | |
|--------|-------------------------------------|---------|
| Jul 18 | PCHelpSoftwr.com or software-uc.com | \$15.97 |
|--------|-------------------------------------|---------|

depending on your bank's settings.

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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(Exhibit 7 – Expert PDF Payment Page)

The screenshot displays the Expert PDF payment page, which is divided into three main sections: Product Selection, Secure Checkout, and Confirmation. The order summary lists the following items:

| Item | Number of PCs | Total |
|---|---------------|--------------------------------|
| Expert PDF Home - 1 Year <i>The fastest, easiest way to create and convert PDF documents!</i> | 1 | \$36.00 +\$19.99 |
| <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> | 1 | \$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> | 1 | \$39.99 |
| Total: \$36.00 | | |

The payment form includes fields for:

- Country: United States
- Zip / Postal Code
- Card Type: Visa
- Card Number
- Exp. Date: -- / ----
- Security Code

 A green "PROCESS PAYMENT" button is prominently displayed. Below the button, a disclaimer states: "The information you provide will be handled in accordance with our Privacy Policy."

At the bottom of the page, there are three icons with text: "SATISFIED OR REFUNDED", "FREE CUSTOMER SERVICE", and "SECURE TRANSACTION".

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 **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 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!!!!!!!!!!!!

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

17 **Denny R. Be VERY VERY Careful! (June 1, 2024).** They let you try SODA for
18 \$1.97 by Paypal. The installed program didn't work for my conversion, so I
19 uninstalled it. Turns out then they autocharge you for a supposed approved
20 continuing subscription. (I could not find this detail on the site after an hour of
21 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

22 multiple links to that site. They need to incorporate an upfront statement, somewhere
23 near the 15 or so options to install the trial version, as to how to end the trial short of
24 phone access to their "support". My total use of their product was less than 15
25 minutes since it did not perform the conversion I needed. Uninstalling apparently
26 does not disable the automatic continuing subscription (14 days later) despite clear
27 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.

28 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-](https://www.bbb.org/us/ca/riverside/profile/computer-hardware/avanquest-software-1126-1002280)
10 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
has been going on for over 6 months. I have tried to call them and they are always
13 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
PayPal account. In trying to reach them by phone, the number no longer exists. When
17 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
18 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
19 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**
25 **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.

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CLASS ACTION ALLEGATIONS

60. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure § 382 on behalf of the following Class: “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.

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

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

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1 **FIRST CAUSE OF ACTION**

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

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

4 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.

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1 **SECOND CAUSE OF ACTION**

2 Violation of the California Unfair Competition Law

3 (Bus. & Prof. Code, § 17200 et seq.)

4 (Unlawful Practices)

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

6 72. The Unfair Competition Law defines unfair competition as including any unlawful
7 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.

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On the Third Cause of Action:


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

On All Causes of Action:

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

Dated: January 16, 2026

DOSTART HANNINK LLP



ZACH P. DOSTART
Attorneys for Plaintiffs

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