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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

RESPONSIVE MANAGEMENT SYSTEMS, on behalf of itself and all others similarly situated,)	CLASS ACTION
)	No. 03-2-12451-6 SEA
)	PROPOSED
)	ORDER PRELIMINARILY
)	APPROVING CLASS ACTION
)	SETTLEMENT AND NOTICE TO
)	CLASS MEMBERS, AND
)	SCHEDULING A FINAL
)	SETTLEMENT HEARING

The Plaintiff's Unopposed Motion Seeking Preliminary Approval of Settlement Agreement and Notice to Class Members, and Scheduling a Final Settlement Hearing has come before this Court. There is no opposition. The Court has reviewed the Settlement Agreement, as well as all files, records, and proceedings to date in this matter.

IT IS HEREBY ORDERED:

- Preliminary Approval of Proposed Settlement.** The Settlement Agreement is preliminarily approved as fair, reasonable and adequate. The Court finds that (a) notice to members of the Class should be provided by mailing of a postcard substantially in the form of Exhibit C to the *Farrow Declaration* sent to the last known address as provided from Onvia's business records (b) that notice to members of the Class in the form of Exhibit D shall be sent to any Class member requesting a more detailed description of the settlement and their rights thereunder, and (c) a final hearing on the Settlement Agreement should be held.

1 2. **Stay of Proceedings.** All discovery and other pretrial proceedings in this action are
2 hereby stayed and suspended until further order of the Court, except such actions as may be
3 necessary to implement the Settlement Agreement and this Order. The trial date and all discovery
4 and filing deadlines relating thereto are hereby vacated.

5 3. **Settlement Class.** The Court hereby certifies the following Settlement Class pursuant to
6 CR 23(a) and (b)(3) of the Rules for Superior Court:

7 All persons in the United States who received a facsimile transmission from
8 Onvia during the applicable statute of limitations period advertising Onvia's
9 services of assisting businesses to obtain governmental entity bid
 opportunities to recipients.

10 The Court finds that all of the criteria of CR 23(a) and CR 23(b)(3) are satisfied. The class
11 numbers in the hundreds of thousands, all class members received the faxes under ~~essentially~~ *similar*
~~identical~~ *marks* circumstances, Responsive Management Systems has no conflicts with any member of the
12 Class and is represented by competent counsel, and common questions of law and fact predominate.
13 Plaintiff Responsive Management Systems is hereby appointed by the Court as Class Representative
14 of this Settlement Class and the law firms of KELLER ROHRBACK, L.L.P. and WILLIAMSON &
15 WILLIAMS are hereby appointed as Class Counsel. *MSJ*

16 4. **Settlement Hearing.** A final approval hearing on the Settlement Agreement shall be held
17 before this Court on November 17, 2006, at 9 AM, to determine whether the Settlement
18 Agreement is fair, reasonable and adequate and should be approved. The Settlement Hearing may
19 be postponed, adjourned, or continued by order of the Court without further notice to the Class.
20 After the Settlement Hearing, the Court may enter an Order for Final Judgment that will adjudicate
21 the rights of the Class members.

22 5. **Notice.** Beginning no later than ninety (90) days after the date of this Order, Class
23 Counsel shall cause a copy of the Notice of Settlement in substantially the same form as Exhibit C of
24 the Settlement Agreement to be mailed to all members of the Settlement Class. The cost of notice
25 shall be advanced by Class Counsel. Class Counsel shall provide a form of Class Notice in
26

PRELIMINARY APPROVAL ORDER - 2

LAW OFFICES OF
KELLER ROHRBACK L.L.P.
1201 THIRD AVENUE, SUITE 3200
SEATTLE, WASHINGTON 98101-3052
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

1 substantially the same form as Exhibit D to any Class member who requests a more detailed
2 description of the settlement and their rights thereunder.

3 6. **Findings Concerning Notice.** The Court finds that this notice is the best practicable
4 notice under the circumstances and is as likely as any other form of notice, to apprise class members
5 of the proposed settlement, their right to object, and right to make a claim. The Court further finds
6 that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons
7 entitled to receive notice, and that it meets the requirements of due process.

8 7. **Papers in Support of Settlement.** The parties to the Agreement may file additional
9 papers in support of the proposed settlement six (6) calendar days prior to the final hearing.

10 8. **Requests for Exclusion.** As provided in the Notice, any class member may chose to be
11 excluded from the settlement (opt-out), and must do so not later than November 1, 2006. *New
max
DJD*

12 9. **Objections and Appearances**

13 (a) **Written Objections.** Any Class member may object to the fairness,
14 reasonableness or adequacy of the Agreement. Class members may do so either on their own
15 or through counsel hired at their own expense. Any Class member who wishes to make a
16 written objection to the Settlement Agreement must, on or before November 1, 2006,
17 serve a written statement of objection along with any other supporting materials, papers or
18 briefs that he or she wishes the Court to consider, and must on that same date serve such
19 papers by first class mail on: *New
max
DJD*

20 Mark A. Griffin
21 KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052

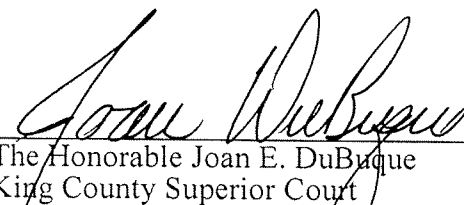
22 Any such objections will be filed with the Court by Class Counsel no later than six days before
23 the Settlement Hearing so the Court may consider them. *ad served on all parties*

24 (b) **Appearance at Settlement Hearing.** Any Class member who has served an
25 objection may appear at the Settlement Hearing, either in person or through counsel hired at
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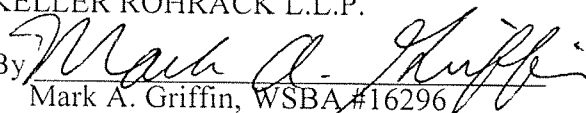
1 the Class member's expense, and object to the fairness, reasonableness or adequacy of the
2 Settlement Agreement. Any Class Member who chooses to be heard must send a written
3 notice of intent to appear on Class Counsel at the address listed above by the same date that
4 objections are due.

5 **10. Effect of Failure to Approve the Settlement Agreement.** In the event the Court or any
6 other court (a) disapproves, sets aside, or modifies this Agreement, (b) declines for any reason to
7 enter or give effect to a Preliminary Approval Order, (c) declines for any reason to enter or give
8 effect to an Order for Final Judgment, or (d) holds that the Order for Final Judgment, or any
9 judgment entered pursuant thereto, should in any material part be overturned or modified in any
10 material way, then this Agreement shall become null and void, the Action shall be deemed to revert
11 to its status as of the date and time immediately prior to the execution of this Agreement, and the
12 parties shall jointly move that any and all orders entered pursuant to this Agreement be vacated and
13 shall proceed with the Action as if this Agreement had never been executed; provided, however, that
14 in the event that the parties, within fifteen (15) days of any such action of any court, jointly elect to
15 appeal from or otherwise seek review or reconsideration of such court action, this Agreement shall
16 not be deemed null and void until such time as such court action becomes final after any proceedings
17 arising directly or indirectly from the parties' appeal(s) or other attempt(s) to have such court action
18 reversed, withdrawn, or overturned.

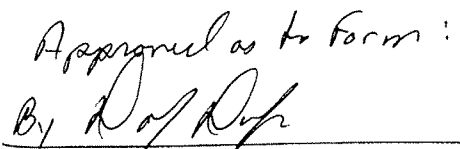
19 DATED this 13 day of July, 2006.

20
21 
The Honorable Joan E. DuBuque
King County Superior Court

22 PRESENTED BY:
KELLER ROHRACK L.L.P.

23 By 
24 Mark A. Griffin, WSBA #16296

25 WILLIAMSON & WILLIAMS
26 Rob Williamson, WSBA #11387
Attorneys for Plaintiffs

Approved as to Form:
By 
Daniel J. Dunne WSBA 16999
Attorneys for Defendant Onvia, Inc.

PRELIMINARY APPROVAL ORDER - 4

LAW OFFICES OF
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