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SEATTLE, WA

The Honorable Joan E. DuBuque

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

RESPONSIVE MANAGEMENT SYSTEMS, on  
behalf of itself and all others similarly situated,

Plaintiff,

v.

ONVIA INC.,

Defendant.

Case No.: 05-2-04728-3 SEA  
Hon. Joan E. DuBuque

**STIPULATED FINAL APPROVAL  
ORDER AND JUDGMENT**

**[CLERK'S ACTION REQUIRED]**

STIPULATION

Plaintiff Responsive Management Systems ("RMS"), on its behalf and all others  
similarly situated, and Defendant Onvia Inc., a Washington Corporation (d/b/a Onvia, Inc.;  
Onvia.com, Inc.; and DemandStar by Onvia) ("Onvia") through their attorneys of record and  
as witnessed by the signature of their authorized representatives below hereby stipulate as  
follows:

1. On February 3, 2005, RMS filed the above-captioned class action lawsuit  
against Onvia (the "Lawsuit"). RMS alleged, on its behalf and all others similarly situated,  
that Onvia is liable for violation of the Telephone Consumer Protection Act of 1991, 47 U.S.C.  
§ 227 *et seq.*, the Washington Unsolicited Telefacsimile Statute, RCW 80.36.540, and the  
Washington Consumer Protection Act, RCW 19.86 *et seq.*

1           2.     After discovery, RMS, on its behalf and all others similarly situated, and Onvia  
2 (collectively, the "Parties") mediated their dispute before the Honorable George Finkle (Ret.)  
3 and entered into a Settlement Agreement, Assignment of Rights, Covenant Not to Execute,  
4 and Mutual Releases on April 28, 2006 (the "Settlement Agreement").

5           3.     All defined terms contained herein shall have the same meanings as set forth in  
6 the Settlement Agreement.

7           4.     For purposes of the Settlement only, the Court has jurisdiction over the subject  
8 matter of this litigation and personal jurisdiction over the Parties and the members of the  
9 Settlement Class described below.

10          5.     Pursuant to Rules 23(a) and 23(b)(3) of the Washington Rules of Civil  
11 Procedure, RCW 4.22 *et seq.*, and consistent with the Due Process Clause of the Fifth and  
12 Fourteenth Amendments to the United States Constitution, and all other applicable laws, this  
13 Court shall approve the Settlement and find that the Settlement is reasonable and that the  
14 Settlement is, in all respects, fair, adequate and reasonable to the Plaintiff and the members of  
15 the Settlement Class described below.

16          6.     Pursuant to Rules 23(a) and 23(b)(3) of the Washington Rules of Civil  
17 Procedure, the Court shall certify, solely for purposes of effectuating the Settlement, a  
18 "Settlement Class" defined as:

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

23          7.     The Court shall exclude from the Settlement Class any persons who are current  
24 subscribers of Onvia (determined as of the date of entry of the Final Approval Order and  
25 Judgment set forth below). Additionally, the Court shall exclude from the Settlement Class  
26 any persons who validly and timely request exclusion from the Settlement Class pursuant to  
27 the procedures set forth in the Court's Preliminary Approval Order dated July 13, 2006.

28          8.     With respect to the Settlement Class, the Court shall find and conclude for  
settlement purposes only that: (a) the Settlement Class Members are so numerous that joinder

1 of all Settlement Class Members in this Lawsuit is impracticable; (b) there are questions of law  
2 and fact common to the Settlement Class which predominate over any individual questions; (c)  
3 the claims of the Named Plaintiff are typical of the claims of the Settlement Class; (d) the  
4 Named Plaintiff and their counsel fairly and adequately represent and protect the interests of  
5 all the Settlement Class Members; and (e) a class action is superior to other available methods  
6 for the fair and efficient adjudication of the instant controversy. The term "Settlement Class  
7 Member" means and refers to any person and/or entity who falls within the definition of the  
8 Settlement Class.

9 9. The Court shall appoint RMS as the Class Representative of this Settlement  
10 Class and the law firms of Keller Rohrback LLP and Williamson & Williams as Class  
11 Counsel.

12 10. Upon entry of the Final Approval Order and Judgment set forth below, the  
13 Plaintiff and the Settlement Class (hereinafter the "Releasing Parties") shall fully, finally, and  
14 forever settle, release, relinquish, and discharge any and all "Released Claims" against the  
15 "Released Parties." The Releasing Parties include the Plaintiff, and the Settlement Class  
16 Members, their spouses and former spouses, as well as the present, former, and future  
17 respective heirs, executors, administrators, representatives, agents, partners, successors,  
18 predecessors-in-interest, trustees, and assigns of Plaintiff, Settlement Class Members, and/or  
19 their estates.

20 The "Released Parties" are Onvia, Inc., and DemandStar.com, Inc, including each and  
21 all of their direct and indirect parents, subsidiaries, affiliates, and related entities, and each and  
22 all of their officers, directors, managers, employees, agents (including Premiere Global  
23 Services, Inc. and its affiliates), attorneys, vendors, successors, predecessors-in-interest, and  
24 assigns.

25 The "Released Claims" are all claims, causes of action, or liabilities that have been or  
26 could have been pled in this Lawsuit which any and all Releasing Parties had or may have had  
27 as of the date of the filing of the Motion for Preliminary Approval of this Settlement, including  
28 without limitation, any claim or liability based upon any violation of any federal or state

1 statute or federal or state regulation, any claim in equity or at common law, whether known or  
2 unknown, suspected or unsuspected, threatened or unasserted, actual or contingent, liquidated  
3 or unliquidated, that arises from, is related to, is alleged or could have been alleged to arise  
4 from or relate to, facsimile transmissions advertising Onvia's services of assisting businesses  
5 to obtain governmental entity bid opportunities to recipients (collectively, the "Released  
6 Claims").

7 Without limiting the foregoing, the Released Claims specifically extend to claims that  
8 the Releasing Parties do not know or suspect to exist in their favor as of the date of  
9 preliminary approval of this Settlement. In connection with such waiver and relinquishment,  
10 Plaintiff, on behalf of itself individually and in its representative capacity, and all Settlement  
11 Class Members are deemed to acknowledge that they are aware that they may hereafter  
12 discover facts in addition to, or different from, those facts which they now know or believe to  
13 be true with respect to the subject matter of this Settlement, but that it is their intention to  
14 release fully, finally and forever all Released Claims, and in furtherance of such intention, the  
15 release of the Released Claims will be and remain in effect notwithstanding the discovery or  
16 existence of any additional or different facts.

17 11. Upon entry of the Final Approval Order and Judgment set forth below, the  
18 Released Parties shall forever release and discharge the Releasing Parties from any and all  
19 claims that they have or may hereafter acquire by assignment or operation of law for sanctions,  
20 including CR 11 sanctions, attorney fees, expenses, or other claims arising out of this Lawsuit  
21 of whatsoever kind, nature, or description, whether past, present or future, known or unknown.

22 12. The Court shall enter a Judgment in favor of the Settlement Class and against  
23 Onvia in the principal amount of \$17,515,000, with interest to accrue on the total Judgment of  
24 \$17,515,000, at the rate of 8.966% per annum until the Judgment is paid in full. Upon RMS's  
25 petition, the Court shall award a payment of an amount to be determined in the exercise of its  
26 discretion, but no more than \$10,000 to RMS, payable from the total Judgment amount. Upon  
27 application of Class Counsel, the Court shall award attorneys fees and costs, payable from the  
28 total Judgment amount. The Parties request that the proposed Final Approval Order and

1 Judgment set forth below be entered.

2 13. The Parties stipulate that, except for entry of the Final Approval Order and  
3 Judgment as set forth below, no different, additional, or supplemental order or judgment for  
4 payment of any damages, attorneys fees, awards, expenses, costs or other amounts may be  
5 entered against Onvia.

6 14. The Court shall dismiss with prejudice and without costs (except as otherwise  
7 ordered by the Court) this Lawsuit against Onvia. Except for current Onvia subscribers  
8 (determined as of the date of entry of the Final Approval Order and Judgment) and Settlement  
9 Class Members who validly and timely requested exclusion from the Settlement Class, the  
10 Plaintiff, any Settlement Class Member, and any other of the Releasing Parties shall be barred  
11 from commencing or prosecuting directly, indirectly, or in any other capacity against Onvia, or  
12 against any of the Released Parties, any action or proceeding in any court, forum, or tribunal  
13 asserting any of the Released Claims.

14 15. The Settlement reflects a compromise between the Parties concerning the  
15 allegations of this Lawsuit, and shall in no event be construed as or be deemed an admission or  
16 concession by either party as to the truth of any allegation or the validity of any claim,  
17 counterclaim or defense asserted in this Lawsuit or any other litigation.

18 16. The Final Approval Order and Judgment, the Preliminary Approval Order, the  
19 Settlement Agreement, the Settlement and any act performed or document executed pursuant  
20 to, in furtherance of or in connection with the Settlement Agreement or the Settlement:

21 a. Shall not be offered or received against Onvia or any Released Party as  
22 evidence of, or be construed as or deemed to be evidence of, any admission  
23 or concession by Onvia or any of the Released Parties of the truth or  
24 relevance of any fact alleged by Plaintiff, the existence of any class alleged  
25 by Plaintiff, the propriety of class certification if the claims were to be  
26 litigated rather than settled, or the validity of any claim that has been or  
27 could have been asserted in litigation, or the deficiency of any defense that  
28 has been or could have been asserted in litigation, or of any liability,

1 negligence, fault, or wrongdoing of Onvia or any of the Released Parties.

2 b. Shall not be offered as or received against Onvia or any Released Party as  
3 evidence of, or construed as or deemed to be evidence of, any admission or  
4 concession of any liability, negligence, fault or wrongdoing, or in any way  
5 referred to for any other reason as against any of the parties to this  
6 Agreement, in any other civil, criminal or administrative action or  
7 proceeding, other than such proceedings as may be necessary to effectuate  
8 the provisions of this Agreement; provided, however, that if this Agreement  
9 is approved by the Court, Onvia may refer to it to effectuate the liability  
10 protection granted it hereunder; and further provided that it may be used in  
11 an action to enforce this Agreement or an action against Onvia's insurer.

12 c. Shall not be construed against Onvia, the Released Parties, the Plaintiff or  
13 the Settlement Class Members as an admission or concession that the  
14 consideration to be given hereunder represents the amount which could be  
15 or would have been recovered at trial.

16 17. The Released Parties, including Onvia, may file the Settlement Agreement  
17 and/or the Final Approval Order and Judgment in any action that may be brought against them  
18 in order to support any defense or counterclaim, including without limitation those based on  
19 principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar,  
20 reduction, set-off or any other theory of claim preclusion or issue preclusion or similar defense  
21 or counterclaim.

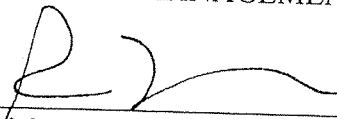
22 18. Without affecting the finality of the Final Approval Order and Judgment, this  
23 Court shall retain continuing jurisdiction to implement the Settlement and to construe, enforce  
24 and administer the Settlement Agreement and the Settlement. Additionally, upon notice to  
25 Class Counsel, Onvia may seek from this Court such further orders or process as may be  
26 necessary to prevent or forestall the assertion of any of the Released Claims in any other  
27 forum, or as may be necessary to protect and effectuate the Settlement and the Final Approval  
28 Order and Judgment.

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19. In the event that the Settlement does not become fully and finally effective in accordance with the terms of the Settlement Agreement, this Stipulated Judgment and the Final Approval Order and Judgment (if entered) shall be rendered null and void, and shall be vacated, and in such event, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement Agreement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

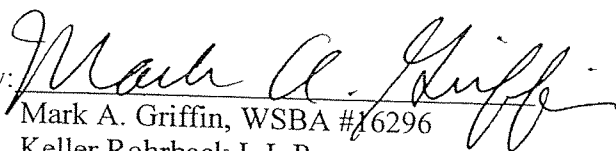
Dated: \_\_\_\_\_

RESPONSIVE MANAGEMENT SYSTEMS

By:   
Richard Baron  
d/b/a Responsive Management Systems

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

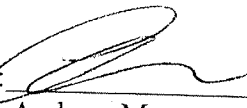
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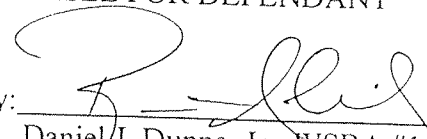
Dated: Nov 17, 2006

ONVIA, INC.

By:   
Andrew Mun  
General Counsel & Corporate Secretary

1 Dated: 11/17/06

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2  
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