VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

MATTHEW P. LAWLOR, Plaintiff, v. ONLINE RESOURCES CORPORATION, Defendant.	)	Case No.: 2010-5601

3

1 Cir Judgment of 1/10 Exhibit eb
EC A 11-11-11

FINAL ORDER

WHEREAS, this cause came on for trial on the pleadings filed by the parties herein; and

WHEREAS, Plaintiff nonsuited his implied-in-fact contract claim during the trial; and

WHEREAS, the jury has rendered its verdict; and

WHEREAS, the Court has ruled on post-trial motions;

It is hereby ORDERED that judgment is hereby entered in favor of Plaintiff Matthew P. Lawlor and against Defendant Online Resources Corporation on Count I (Breach of Contract – 2005 Stock Plan and Amended Stock Plan), Count II (Breach of Contract – 1999 Stock Plan), Count III (Breach of Contract – Severance Agreement), and Count V (Unjust Enrichment), in the total amount of $5,265,619, plus interest at the rate of 6% commencing February 19, 2010;

It is further ORDERED that judgment is hereby entered in favor of Defendant and against Plaintiff on Count VI (Wrongful Termination); and

It is further ORDERED that Count IV (Implied-in-Fact Contract) has been DISMISSED by nonsuit; and

It is further ORDERED that Count VII (Declaratory Judgment) and Count VIII (Injunctive Relief) are hereby DISMISSED WITH PREJUDICE;

It is further ORDERED that judgment is hereby entered in favor of Plaintiff and against Defendant on Count IX (Demand for Attorneys' Fees) in the amount of $2,131,034.75, plus interest at the rate of 6%; and

It is further ORDERED that in the event that no appeal is timely filed, the Clerk of the Court can be, and hereby is authorized to destroy or return to the parties, if requested, all exhibits in the case, whether identified or admitted, 45 days after this Order becomes final.

AND THIS CAUSE IS ENDED.

ENTERED this 8th day of November, 2011

Michael Deane
Circuit Court Judge

SEEN AND AGREED TO, with all objections noted:

Ellen D. Marcus for Zuckerman Spaeder LLP
Ellen D. Marcus
Counsel for Plaintiff Matthew P. Lawlor

SEEN, with all objections noted:

Greenberg Traurig LLP by David G. Barger 11/04/2011
David G. Barger
Counsel for Defendant Online Resources Corp.

A COPY TESTE:
JOHN T. FREY, CLERK
BY: Carol Sinn
Deputy Clerk
Date: 11-10-11
Original retained in the office of the Clerk of the Circuit Court of Fairfax County, Virginia

Assignments of Error

1. The trial court erred by refusing to hold, as a matter of law, that the Company underwent no "change in control" that would entitle Lawlor to the mandatory severance benefits that he claimed.
2. The trial court erred by instructing the jury to construe any ambiguity in the contracts against the drafter; that rule of last resort was unnecessary to interpret the contract language and did not apply because Lawlor, the CEO and Chairman of the Board, directed and oversaw the drafting of the very documents he sought to enforce against the Company.
3. The trial court erred by failing to reject Lawlor's alternative theory that he was entitled to mandatory severance benefits, even absent a change in control, because the plain language of the Severance Agreement did not alter the discretionary terms of the Company's severance policy.
4. The trial court erred by failing to exclude the testimony of Lawlor's damages expert when he admitted he was unqualified to determine the value of the Company's stock, yet proceeded to choose speculative, high-end stock valuations to compute Lawlor's damages.
5. The trial court erred in ruling the evidence sufficient to support Lawlor's unjust enrichment claim because there was no evidence that ORC should reasonably have understood it was obligated to compensate Lawlor for the company-wide pay cut Lawlor instituted when he was Chairman and CEO.
6. Because Lawlor should not have recovered for breach of the Severance Agreement in Count 3 – the only Count involving a fee-shifting provision – the trial court erred by awarding him attorneys' fees and expenses.
7. The trial court erred in holding that the Severance Agreement at issue in Count 3 entitled Lawlor to recover his legal fees for the entire case, including unsuccessful and unrelated counts.
8. The trial court erred in permitting Lawlor to amend his complaint, post-verdict, to plead the basis for recovering attorneys' fees under Rule 3:25.