

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

BRENT FARRIS, on behalf of himself and others similarly situated, Plaintiffs,

vs.

GOANTIQUES, INC., et al., Defendants.

Case No. 2:05-CV-227

JUDGE SARGUS and MAGISTRATE JUDGE KING

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

**IF YOU PURCHASED ITEMS FROM A GOANTIQUES LOT
THROUGH “EBAY LIVE AUCTIONS” FROM APRIL 1, 2004
TO THE DATE OF THIS NOTICE, YOUR RIGHTS MAY BE
AFFECTED BY A CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

A federal court ordered that this Notice be sent. This is not a solicitation from a lawyer.

I. BRIEF SUMMARY OF THE SETTLEMENT

- On March 14, 2005, a lawsuit was filed in the United States District Court for the Southern District of Ohio naming only GoAntiques, Inc. (“GoAntiques”) as a defendant. On June 24, 2005, the lawsuit was amended to add eBay Inc. (“eBay”) as a defendant and alleging that eBay and GoAntiques facilitated “shill bidding” to artificially inflate prices at the auctions conducted on the eBay Live Auctions venue. The class action complaint asserted various claims against both eBay and GoAntiques alleging (among other things) violations of the online user agreements and laws prohibiting deceptive trade practices.

- eBay and GoAntiques deny all of these allegations, asserting that prospective buyers were informed of the nature of the bidding process before being permitted to participate in a live auction and that GoAntiques’ auctioneer was protecting the sellers’ confidential reserves in a lawful manner.

- This lawsuit is currently pending in the United States District Court for the Southern District of Ohio and captioned *Farris v. GoAntiques, Inc. and eBay Inc.*, Case No. 2:05-CV-00227.

- The Court has not decided in favor of the Class, GoAntiques or eBay, and by requiring that this Notice be sent, the Court is not expressing any view on the merits of the lawsuit.

- A proposed settlement (the “**Settlement**”) as set forth in a Stipulation and Agreement of Settlement (the “**Settlement Agreement**”) will resolve the claims asserted in the lawsuit against GoAntiques and eBay.

- The Settlement provides, among other things, that certain persons who purchased items from a GoAntiques lot through “eBay Live Auctions” from April 1, 2004 through July 31, 2006, may be entitled to receive the net share of one-hundred-and-ten thousand dollars (\$110,000), which will be paid into a Settlement Fund by GoAntiques and eBay.

- The Settlement also provides, in addition to the cash payments above, that GoAntiques will provide a one-time waiver of the 17.5% buyer’s premium incurred subsequently hereto by any Class Member who purchases a single item through a GoAntiques Live Auction. If more than a single item is purchased at one time, GoAntiques will waive the fee only on the first item purchased. To qualify, a Class Member must purchase the item by July 31, 2007, and must purchase the item using the same email address used to register for GoAntiques Live Auctions through the eBay Live Auctions venue.

- In addition, the Settlement provides that GoAntiques will review and change certain information on its website, thereby more thoroughly clarifying the live auction process.

- In consideration for the Settlement payment and other changes discussed above, GoAntiques and eBay will be dismissed with prejudice from the lawsuit and will be released from any and all liability arising out of or relating to the claims and allegations in the lawsuit.

- If you purchased items from a GoAntiques lot through “eBay Live Auctions” from April 1, 2004 to July 31, 2006 and GoAntiques bid for the seller to protect the seller’s undisclosed reserve, your rights will be affected under the Settlement whether you act or do not act. Please read this notice carefully.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court still has to decide whether or not to approve the Settlement.

II. DETAILED INFORMATION ABOUT THE LAWSUIT AND SETTLEMENT

1. WHAT IS THIS NOTICE AND WHY SHOULD I READ IT?

The proposed Settlement of this Lawsuit affects the rights of all current or former eBay users in the United States who purchased items from a GoAntiques lot through “eBay Live Auctions” from April 1, 2004 to July 31, 2006 where GoAntiques bid for the seller to protect the seller’s undisclosed reserve, known as “**Class Members**” (see Section 5 below). The Court ordered that this Notice be sent by email to Class Members who may be eligible to receive a payment under the proposed Settlement, known as “**Eligible Class Members**”(see Section 7.B below). Not all Class Members are eligible to receive a payment under the proposed Settlement.

This Notice provides a summary of the terms of the proposed Settlement. It also explains the lawsuit, Class Members’ legal rights under the Settlement, what benefits are available to Class Members under the Settlement, and how to obtain the benefits of the Settlement.

2. WHAT IS A CLASS ACTION?

In a class action, one or more “plaintiffs” sue on behalf of all people who have claims similar to theirs. All of these people are members of the “Class.” One court resolves the issues for all members of the Class, except for those persons who exclude themselves, or opt-out, from the Class. The Class is represented by certain persons appointed by the Court to serve as a “**Representative Plaintiff**” (in this case, Brent Farris), and by the Representative Plaintiff’s attorneys of record, called “**Class Counsel**” (in this case, Kitrick & Lewis Co., L.P.A. and Cooper & Elliott, LLC).

3. WHAT IS THIS LAWSUIT ABOUT?

On March 14, 2005, this lawsuit was filed in the United States District Court for the Southern District of Ohio naming only GoAntiques as a defendant. On June 24, 2005, the lawsuit was amended to add eBay as a defendant and alleging that eBay and GoAntiques facilitated “shill bidding” to artificially inflate prices at the auctions conducted on the eBay Live Auctions venue. The class action complaint asserted various claims against both eBay and GoAntiques, alleging violations of the online user agreements and laws prohibiting deceptive trade practices. The lawsuit is currently pending in the United States District Court for the Southern District of Ohio. United States District Judge Edmund A. Sargus, Jr. is in charge of this action.

4. WHY IS THERE A SETTLEMENT?

GoAntiques and eBay do not believe that they did anything wrong. In fact, GoAntiques and eBay deny any and all liability for the claims alleged in the lawsuit. The Court has not decided in favor of the Class, GoAntiques, or eBay, and by this Notice, the Court is not expressing any view on the merits of the lawsuit.

Instead, in August 2005, the parties began a series of settlement discussions. While the settlement fund was agreed to rather early in the settlement discussions, the other details of settlement took substantially longer to reach agreement. On or about April 26, 2006, the parties executed a Memorandum of Understanding (the “MOU”), which provided a framework for the proposed Settlement. By settling their claims, both sides avoid the uncertainty and cost of a trial or appeal, and eligible members of the Class will receive money and other benefits. The Representative Plaintiff, GoAntiques and eBay believe that the Settlement is fair and in the best interest of all members of the Class.

On June 22, 2006, the parties entered into a formal Settlement Agreement, which is on file with the Court and available on the Settlement Administrator’s website, accessible through the following link: www.liveauctionsettlement.com.

5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

On July 6, 2006, Judge Sargus entered an order granting preliminary approval of the Settlement and certifying the following “**Class**” for purposes of the Settlement: all individual residents of the United States who have purchased items from GoAntiques through “eBay Live Auctions” (“Purchasers”) at www.ebayliveauctions.com in which GoAntiques bid for sellers and against such Purchasers to protect the sellers’ undisclosed reserves from April 1, 2004 to July 31, 2006. Excluded from the Class are the following: (1) GoAntiques, any entity in which GoAntiques has a controlling interest, and the officers, directors, affiliates, legal representatives, attorneys, heirs, successors, subsidiaries,

and/or assigns of any such individual or entity; (2) any judge or judicial officer with responsibility over the management or resolution of this litigation and members of any such individuals' immediate family; (3) eBay, any entity in which eBay has a controlling interest, and the officers, directors, affiliates, attorneys, legal representatives, heirs, successors, subsidiaries, and/or assigns of any such individual or entity; (4) Class Counsel; and (5) all Persons who timely and validly request exclusion from the Class pursuant to this Notice.

If you are a U.S. individual who purchased item(s) through "eBay Live Auctions" during which GoAntiques bid for sellers and against such Purchasers to protect the sellers' undisclosed reserves during the period April 1, 2004 through July 31, 2006, and are not one of the excluded persons listed above, you are a member of the Class, also called a "Class Member."

6. WHO REPRESENTS ME IN THIS CASE?

To represent the Class, the Court has appointed Brent Farris as Representative Plaintiff, and his counsel of record, Kitrick & Lewis Co., L.P.A. and Cooper & Elliott, LLC, as Class Counsel. If you want to be represented in this lawsuit by your own attorney, you may hire one at your own expense, and you may appear in this litigation through your own attorney.

7. WHAT DOES THE SETTLEMENT PROVIDE?

A. Equitable Relief

The Settlement requires that GoAntiques consent to the entry of an order that requires various changes to GoAntiques' website. GoAntiques has already implemented or begun implementing these changes.

B. Monetary Relief

Under the Settlement, eBay and GoAntiques will pay a total of one-hundred-and-ten thousand dollars (\$110,000) into an interest-bearing account. The original deposit of \$110,000, plus accrued interest, will constitute the "**Settlement Fund**." The Settlement Fund will be used: (i) to make payments to Eligible Class Members who submit valid claims before the deadline; (ii) to pay certain costs of administering the Settlement, as approved by the Court; and (iii) to pay attorneys' fees and expenses to Class Counsel in the amount awarded by the Court. After the deduction of administrative costs and Class Counsel's attorneys' fees and expenses, the balance of the Settlement Fund (the "**Net Settlement Fund**") will be applied in accordance with the "Plan of Allocation," attached as Exhibit C to the Settlement Agreement.

In brief, the Plan of Allocation requires, among other things, that the Net Settlement Fund be distributed to Class Members who purchased a GoAntiques item on eBay's live auction forum between April 1, 2004 and July 31, 2006, whereby GoAntiques bid for the seller to protect the sellers' undisclosed reserve. Persons who meet all of these requirements are "**Eligible Class Members**."

All claims submitted by Eligible Class Members will be reviewed by a Settlement Administrator appointed by the Court to determine if they were submitted on time and are otherwise valid and non-fraudulent. The Settlement Administrator will also have access to eBay and GoAntiques records in order to verify the contents of the claim forms.

Thereafter, each Eligible Class Member will receive a percentage of his or her validated claim(s) equal to the total amount of the Net Settlement Fund divided by the total monetary value of all validated claims. Thus (by way of example only), if the Settlement Administrator determines there to be \$1 million in validated claims and there is \$100,000 in the Net Settlement Fund, each Class Member would receive a payment equal to 10% of his or her validated claim(s).

C. Buyer's Premium

In addition to the cash payments above, GoAntiques will provide a one-time waiver of the 17.5% buyer's premium incurred subsequently hereto by any Class Member who purchases a single item through a GoAntiques Live Auction. If more than a single item is purchased at one time, GoAntiques will waive the fee only on the first item purchased. To qualify, a Class Member must purchase the item by July 31, 2007, and must purchase the item using the same email address used to register for GoAntiques Live Auctions through the eBay Live Auctions venue

8. HOW MUCH WILL MY PAYMENT BE IF I PARTICIPATE IN THE SETTLEMENT AND WHEN WILL I RECEIVE IT?

The timing and amount of payments to Eligible Class Members who submit valid claims cannot be estimated at this time. Calculation of the amount of any payments will necessarily have to wait until the Notice period ends and the Court finally approves the Settlement. Only then will it be possible to determine who will be sharing the Net Settlement Fund and the amount of the payment each Eligible Class Member will receive under the Plan of Allocation.

9. HOW DO I MAKE A CLAIM AND RECEIVE A PAYMENT?

To make a claim for payment, please visit the Settlement Administrator's website, accessible through the following link: www.liveauctionsettlement.com, and click on the box marked "**Claim Form**." To make a valid claim,

you must: (1) fill out and submit the Claim Form electronically; and (2) print the Certification page of your Claim Form, sign it, and return it by mail to the address provided on the Claim Form.

Your Claim Form must be filed electronically no later than October 30, 2006. Your signed Certification page must be postmarked and returned to the Settlement Administrator no later than October 30, 2006.

If the Settlement Administrator determines that you are entitled to a payment under the Plan of Allocation, your payment will be made in the form of a check, sent by first class mail to the address you provide on your Claim Form.

10. WHAT AM I GIVING UP IF I PARTICIPATE IN THE SETTLEMENT?

If the Settlement is granted final approval, the Court will enter a judgment dismissing, with prejudice, all claims in the lawsuit against the Released Persons (as defined in the Settlement Agreement), and releasing all known and unknown claims arising from or relating to any of the allegations or statements made in, or in connection with, the lawsuit (and including, without limitation, any and all claims based upon any of the laws, regulations, statutes, or rules cited, evidenced and referenced by all such allegations and statements).

As a result, if you are a Class Member and do not exclude yourself from the Class, you will be barred from bringing any of the claims described above against GoAntiques, eBay or the Released Persons that arose prior to the date this Notice is sent out. This means that you will not be able to sue, continue to sue, or be part of another lawsuit against GoAntiques or eBay, or their affiliates, relating to the legal issues in this case. You will be bound by all proceedings, orders, and judgments entered in connection with the Settlement, whether favorable or unfavorable. You will be represented by the Representative Plaintiff and Class Counsel for purposes of the Settlement, unless you choose to hire your own lawyer at your own expense to represent you in this case.

In short, if you do not exclude yourself from the Class, and the Settlement is granted final approval, your claims against GoAntiques and eBay, and their affiliates, will be forever released as described above.

11. WHAT IF I WANT TO EXCLUDE MYSELF (OPT-OUT) FROM THE SETTLEMENT?

If you do not want to remain a member of the Class and participate in the Settlement, then you may exclude yourself from the Class by mailing or delivering (email is not permitted) your written comments, as follows:

Your original, signed request for exclusion must be mailed or delivered to the address specified below so that it is received on or before August 31, 2006:

Settlement Administrator
c/o GoAntiques/eBay Class Action Settlement
P.O. Box 91182
Seattle, WA 98111-9282

Copies of this request for exclusion must also be sent to GoAntiques' counsel and eBay's counsel at the following addresses:

Luper Neidenthal & Logan LPA
attn: Frederick Luper
c/o GoAntiques/eBay Class Action Settlement
50 W. Broad Street, Suite 1200
Columbus, OH 43215-3374

Cooley Godward LLP
attn: Michael Rhodes
c/o GoAntiques/eBay Class Action Settlement
4401 Eastgate Mall
San Diego, CA 92121

Copies of this request for exclusion must also be sent to Class Counsel at the following address:

Kitrick & Lewis Co., LPA
attn: Mark Lewis
c/o GoAntiques/eBay Class Action Settlement
515 East Main Street, Suite 515
Columbus, OH 43215-5398

Your request for exclusion must contain your name and address, be signed by you, and include the reference “*Farris et al. v. GoAntiques et al.*, Civil Action No. 2:05-CV-00227.”

12. IF I EXCLUDE MYSELF, CAN I STILL GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself from the Class, you will not participate in the Settlement and will not receive any payment from the Settlement. Any claims that you may have against GoAntiques, eBay and their affiliates will not be released.

13. HOW WILL THE LAWYERS IN THE CASE BE PAID?

From the inception of the litigation in April 2004 to the present, Class Counsel have not received any payment for their services in bringing or prosecuting this case. Nor have they been reimbursed for any out-of-pocket expenses.

If the Court approves the Settlement, Class Counsel will make a motion, or “Fee Application,” to the Court for an award of attorneys’ fees of up to \$36,666.66 and reimbursement of expenses up to \$1,289.70, to be paid from the Settlement Fund. Class Counsel’s Fee Application may also include an application on behalf of the Representative Plaintiff for reimbursement from the Settlement Fund of his actual out-of-pocket expenses (including lost wages) relating to the prosecution of the litigation, in an aggregate amount not to exceed \$1000. The Fee Application will be heard at the Settlement hearing described below in Section 16.

Class Counsel’s Fee Application will be based on various factors, including the benefits obtained for the Class by bringing this lawsuit, as specified herein and in the Settlement Agreement.

14. CAN I COMMENT IN SUPPORT OF OR IN OPPOSITION TO THE SETTLEMENT?

If you decide to remain in the Class (*i.e.*, you do not opt out), and you wish to comment in support of or in opposition to the Settlement or Class Counsel’s Fee Application, you may do so by mailing or delivering (email is not permitted) your written comments, as follows:

Your original, signed comments must be mailed or delivered to the Court at the following address no later than August 31, 2006:

Clerk of the Court
United States District Court for the Southern District of Ohio
85 Marconi Blvd.
Columbus, OH 43215

In addition, you must mail a copy of your written comments so that they are received no later than August 31, 2006, to the following addresses:

Luper Neidenthal & Logan LPA
attn: Frederick Luper
c/o GoAntiques/eBay Class Action Settlement
50 W. Broad Street, Suite 1200
Columbus, OH 43215-3374

Cooley Godward LLP
attn: Michael Rhodes
c/o GoAntiques/eBay Class Action Settlement
4401 Eastgate Mall
San Diego, CA 92121

Kitrick & Lewis Co., LPA
attn: Mark Lewis
c/o GoAntiques/eBay Class Action Settlement
515 East Main Street
Suite 515
Columbus, OH 43215-5398

Your written comments must contain your name and address, be signed by you, and include the reference “*Farris et al. v. GoAntiques et al.*, Civil Action No. 2:05-CV-00227.”

If you wish to appear before the Court and present your comments orally at the Settlement hearing, your written comments must contain a notice that you intend to appear and to be heard, a statement of the position that you intend to present at the hearing, and any supporting arguments you may have.

If you do not comply with these procedures and deadlines for submitting written comments or appearing at the hearing, you will not be entitled to speak at the hearing, you will not be entitled to contest in any way the Settlement or the Court's decision on the Fee Application, and you will not be able to contest any other orders or judgments that the Court may enter in connection with the Settlement.

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like the Settlement or any aspect of the Settlement. You can object only if you are a member of, and do not exclude yourself from, the Settlement Class. Even if you object to the Settlement, you may submit a Claim Form and obtain payment under the Settlement if you are an Eligible Class Member.

Excluding yourself, or opting-out, from the Class is telling the Court that you do not want to be part of the Class or participate in the Settlement. If you exclude yourself from the Class, then you may not file a Claim Form, you will not receive any payment under the Settlement, and you may not object to the Settlement.

16. WHEN AND WHERE WILL THE COURT HOLD A HEARING ON THE SETTLEMENT?

The Court will hold a hearing on Thursday, September 28, 2006 at 10:00 a.m., before the Magistrate Judge Norah McCann King, United States District Magistrate Judge for the Southern District of Ohio, Courtroom 228, 85 Marconi Blvd., Columbus, Ohio 43215.

The purpose of the hearing will be to determine: (a) whether the proposed Settlement should be approved as fair, reasonable and adequate; (b) whether the Class should be certified for purposes of the Settlement; (c) whether Class Counsel's Fee Application should be granted and in what amount; and (d) whether the lawsuit and Class Members' claims should be dismissed with prejudice pursuant to the Settlement.

The Court reserves the right to adjourn or continue the Settlement hearing without further notice to the Class.

17. DO I HAVE TO COME TO THE HEARING?

No. You are not required to attend the hearing in order to participate in the Settlement. Nor do you have to attend the hearing for the Court to consider your objection or other written comments. As long as you mail your written comments on time and follow the procedures set forth in Section 14 above, the Court will consider them.

However, you may attend the Settlement hearing at your own expense if you wish. You may also ask your own lawyer to attend on your behalf, at your expense.

18. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will be deemed to have accepted the Settlement and any decisions of the Court with respect to the Settlement and the lawsuit. However, you will not receive any payment unless you meet all of the requirements to be an Eligible Class Member as set forth in Section 7.B above and timely submit a valid Claim Form as provided in Section 9.

19. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice contains only a summary of certain provisions in the Settlement. The full terms and provisions of the Settlement are contained in the Settlement Agreement. A copy of the Settlement Agreement (including all exhibits) is on file with the Court and can be viewed on the Settlement Administrator's website, accessible through the following link: www.liveauctionsettlement.com. A copy of the Settlement Agreement may also be purchased for the cost of copying from the Settlement Administrator, P.O. Box 91182, Seattle, WA 98111-9282. Finally, the Clerk of the Court, located at 85 Marconi Blvd., Columbus, Ohio 43215, maintains files containing the Settlement Agreement and all other documents filed in the lawsuit. Copies of these documents are available for inspection and copying during the Court's normal business hours.

20. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

You can get more information by sending a letter or email to the Settlement Administrator or Class Counsel at the following addresses:

Settlement Administrator
c/o GoAntiques/eBay Class Action Settlement
P.O. Box 91182

Seattle, WA 98111-9282
liveauctionsettlement@gardencitygroup.com

Kitrick & Lewis Co., LPA
attn: Mark Lewis
c/o GoAntiques/eBay Class Action Settlement
515 East Main Street, Suite 515
Columbus, OH 43215-5398

While eBay and GoAntiques employees are available to give you information about your eBay or GoAntiques account, they cannot give you legal advice, and they will not be able to answer questions about the lawsuit or the settlement.

PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS NOTICE.

Dated: July 6, 2006

**BY ORDER OF:
THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**