

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

RAMON GOMEZ, On Behalf of Himself
and All Others Similarly Situated,

Plaintiff,

vs.

BIDZ.COM, INC., and DAVID ZINBERG,
Defendants.

ROLAND POMFRET, On Behalf of
Himself and All Others Similarly Situated,

Lead Plaintiff,

vs.

BIDZ.COM, INC., DAVID ZINBERG and
LAWRENCE Y. KONG,
Defendants.

This Document Relates to: All Actions

Lead Case No. CV09-3216 CBM (Ex)
(Consolidated with Nos. CV09- 03671
CBM; CV09-03967 CBM)

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, MOTION
FOR ATTORNEYS' FEES AND SETTLEMENT FAIRNESS HEARING**

If you purchased the common stock of Bidz.com, Inc. ("Bidz.com") between August 13, 2007 and November 28, 2007, inclusive, then you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The settlement (the "Settlement") will provide a \$3,150,000.00 cash settlement fund for the benefit of investors who bought shares of Bidz.com common stock between August 13, 2007 and November 28, 2007, inclusive the "Settlement Class Period"), and up to \$50,000 in reimbursement for the costs of notice and administration of the Settlement.
- The Settlement resolves a lawsuit alleging that Defendants, defined below, knowingly or recklessly misled investors about, among other things, Bidz.com's purported financial condition and operations, including but not limited to alleged shill bidding and alleged improprieties in the bidding process and its use of appraisals.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY JUNE 6, 2013	The only way to get a payment.
REQUEST EXCLUSION OR OBJECT BY MAY 23, 2013	Write to the Court about why you do not like the Settlement, or advise counsel and the Claims Administrator that you wish to request exclusion from the Settlement.
GO TO A HEARING ON JULY 9, 2013	Ask to speak in Court about the Settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of Recovery

Pursuant to the Settlement described herein, a Settlement Fund consisting of \$3,150,000.00 in cash, plus interest, has been established. Based on Lead Counsel's estimate of the number of shares of stock that may have been damaged by the alleged fraud, and assuming that all those shares participate in the Settlement, Lead Plaintiff estimates that the average recovery would be approximately \$0.52 per share. Your recovery, however, will depend on a number of variables, including the number of shares of Bidz common stock you purchased during the Settlement Class Period, the timing of your purchases and any sales, the number and amount of claims actually filed, and the estimate of recoverable losses based on the analysis of Lead Plaintiff's damages consultant. The actual formulas that will be applied to claims submitted by Settlement Class Members who are Authorized Claimants and submit timely, valid, and complete claims are described in the Plan of Allocation, starting on page 10 below in the Notice. This estimate above is also before deduction of any Court-awarded expenses, such as attorneys' fees and out-of-pocket expenses.

Statement of Potential Outcome of Case

The parties disagree on both liability and damages and do not agree on the average amount of damages per share that would be recoverable if the Settlement Class were to have prevailed on each claim alleged. The issues on which the parties disagree include (a) whether the statements made or facts allegedly omitted were material or otherwise actionable under the federal securities laws; (b) the amount by which Bidz.com common stock was allegedly artificially inflated (if at all) during the Settlement Class Period; (c) the extent to which external factors, such as general market, industry conditions, and short selling affected the trading price of Bidz.com common stock at various times during the Settlement Class Period; (d) the extent (if any) to which the various matters that Lead Plaintiff alleges were materially false or misleading affected the trading price of Bidz.com common stock at various times during the Settlement Class Period; (e) the extent (if any) to which the various allegedly adverse material facts that Lead Plaintiff alleges were omitted affected the trading price of Bidz.com common stock at various times during the Settlement Class Period; and (f) the appropriate economic model for determining the amount by which Bidz.com common stock was allegedly artificially inflated (if at all) during the Settlement Class Period. Lead Plaintiff acknowledges that it is possible that he may not prevail on any or all of his claims and that therefore the Settlement Class may recover nothing at all. Defendants deny that they are liable to the Lead Plaintiff or the Settlement Class and deny that Lead Plaintiff or the Settlement Class have suffered any damages.

Statement of Attorneys' Fees and Costs Sought

Lead Counsel have committed a substantial amount of time prosecuting claims against Defendants on behalf of Lead Plaintiff and the Settlement Class. In addition, they have not been reimbursed for out-of-pocket expenses. If the Settlement is approved by the Court, Lead Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed twenty-five percent (25%) of the total benefits to the Settlement Class of \$3,200,000.00 (which includes the \$3,150,000.00 Settlement Fund and up to \$50,000.00 of expenses to be paid by Defendants for notice and administration of the Settlement), or \$800,000.00, and for reimbursement of expenses incurred in connection with the prosecution of this Action in the approximate amount of \$100,000.00. An application will also be made for reimbursement to the Lead Plaintiff for an amount not to exceed \$5,000.00 for reimbursement of his reasonable costs and expenses including lost wages directly relating to his representation of the Settlement Class. If the amounts described above are requested and approved by the Court, the average cost per share will be less than \$0.15 per share.

Further Information

Further information regarding the Action and this Notice may be obtained by contacting Lead Counsel: Charles J. Piven, Brower Piven, A Professional Corporation, 1925 Old Valley Road, Stevenson, Maryland 21153, Telephone: 410-332-0030.

Reasons for the Settlement

For the Lead Plaintiff, the principal reason for the Settlement is the benefit to be provided to the Settlement Class now. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future.

For the Defendants, who deny all allegations of wrongdoing or liability whatsoever, the principal reason for the Settlement is to eliminate the expense, risks, and uncertain outcome of the litigation.

WHAT THIS NOTICE CONTAINS

Table of Contents

SUMMARY OF THE NOTICE.....	2
Statement of Recovery	2
Statement of Potential Outcome of Case	2
Statement of Attorneys' Fees and Costs Sought	2
Further Information.....	2
Reasons for the Settlement.....	2
BASIC INFORMATION.....	4
1. Why did I get this notice package?	4
2. What is this lawsuit about?	4
3. Why is this a class action?	4
4. Why is there a Settlement?	4
WHO IS IN THE SETTLEMENT	5
5. How do I know if I am part of the Settlement?	5
6. Are there exceptions to being included?	5
7. What if I am still not sure if I am included?	5
THE SETTLEMENT BENEFITS — WHAT YOU GET	5
8. What does the Settlement provide?	5
9. How much will my payment be?	5
HOW YOU GET A PAYMENT — SUBMITTING A PROOF OF CLAIM FORM	5
10. How can I get a payment?	5
11. When would I get my payment?	6
12. What am I giving up to get a payment?	6
13. Can I exclude myself from the Settlement Class?	7
THE LAWYERS REPRESENTING THE SETTLEMENT CLASS.....	7
14. Do I have a lawyer in this case?	7
15. How will the lawyers be paid?	7
OBJECTING TO THE SETTLEMENT	8
16. How do I tell the Court that I do not like the proposed Settlement?	8
THE COURT'S SETTLEMENT FAIRNESS HEARING.....	8
17. When and where will the Court decide whether to approve the proposed settlement?	8
18. Do I have to come to the hearing?	9
19. May I speak at the hearing?	9
IF YOU DO NOTHING	9
20. What happens if I do nothing at all?	9
GETTING MORE INFORMATION	9
21. Are there more details about the proposed Settlement?	9
22. How do I get more information?	9
PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS	10
SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES	12

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased Bidz.com common stock between the period from August 13, 2007 to November 28, 2007, inclusive.

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about a proposed Settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Gomez v. Bidz.com, Inc., et al.*, Civil Action No. CV09-3216 CBM (Ex). This case was assigned to United States District Judge Consuelo B. Marshall. The people who sued are called plaintiffs, and those they sued, Bidz.com, David Zinberg and Lawrence Y. Kong, are called the Defendants. Roland Pomfret was appointed by the Court to serve as the Lead Plaintiff.

2. What is this lawsuit about?

Bidz.com is an online retailer of jewelry, which sells its products through a live auction format.

In this lawsuit, Lead Plaintiff asserts that, during the period between August 13, 2007 to November 28, 2007 (the "Settlement Class Period"), Bidz.com, David Zinberg ("Zinberg"), Bidz.com's President, Chairman, Chief Executive Officer and a Director, and Lawrence Y. Kong ("Kong"), Bidz.com's Chief Financial Officer, made materially false and/or misleading statements regarding, among other things, Bidz.com's purported financial condition and operations, including but not limited to alleged shill bidding and alleged improprieties in the bidding process and its use of appraisals.

Specifically, Lead Plaintiff asserts that Bidz.com, Zinberg and Kong violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder. Defendants vigorously deny allegations of wrongdoing or any liability whatsoever.

The lawsuit seeks money damages against the Defendants for violations of the federal securities laws. Defendants dispute that they did anything wrong and it is their position that they owe no damages. The Court has made no decision regarding the merits of the class claims.

3. Why is this a class action?

In a class action, one or more people called Lead Plaintiff (in this case, Roland Pomfret), sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members.

4. Why is there a Settlement?

The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, the parties mediated at arm's length under the supervision of JAMS Mediator Jed D. Melnick, and, thereafter, continued negotiations. During these negotiations, the parties agreed to a Settlement. That way, they avoid the risks and cost of a trial, and the people affected will get compensation. Lead Plaintiff and his attorneys think the Settlement is in the best interests of the Settlement Class.

Lead Plaintiff, on October 13, 2009, filed a Consolidated Class Action Complaint. Defendants moved to dismiss that complaint and the Court granted the motion with leave to amend. On June 22, 2010, Lead Plaintiff filed a Consolidated Amended Class Action Complaint (the "Complaint") in the Action. Defendants moved to dismiss the Complaint shortly thereafter, arguing that the Complaint had failed to state a claim under the federal securities laws. On February 2, 2011, the Court denied Defendants' motion to dismiss in its entirety. Defendants then filed an answer to the Complaint denying the material allegations set forth in the Complaint.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

The Court decided that everyone who fits this description is a Settlement Class Member: *All persons who purchased the common stock of Bidz.com, Inc., between August 13, 2007 and November 28, 2007, inclusive.*

6. Are there exceptions to being included?

Excluded from the Settlement Class are the Defendants, any entity in which Defendants or any excluded person has or had a controlling ownership interest, the officers and directors of Bidz.com, members of any such excluded person's immediate families, and the legal affiliates, representatives, heirs, controlling persons, successors, and predecessors in interest or assigns of any such excluded party.

If one of your mutual funds purchased shares of Bidz.com common stock during the Settlement Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you directly purchased shares of Bidz.com common stock during the Settlement Class Period. Check your investment records or contact your broker to see if you purchased Bidz.com common stock during the Settlement Class Period.

If you **sold** Bidz.com common stock during the Settlement Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you **purchased** your shares during the Settlement Class Period.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call 1-866-220-3826 or visit <http://www.gcginc.com/cases/bdz> for more information. Or you can fill out and return the Proof of Claim form described on page 5, in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and dismissal of the Action, Defendants have agreed to create a \$3,150,000.000 fund to be divided, after fees and expenses, among all Settlement Class Members who send in valid Proof of Claim forms showing a Recognized Claim, and to pay up to \$50,000 for the costs of notice and administration of the Settlement.

9. How much will my payment be?

Your share of the fund will depend on the total Recognized Claims represented by the valid Proof of Claim forms that Settlement Class Members send in, how many shares of Bidz.com common stock you bought, how much you paid for them, and when you bought and whether or when you sold them, and if so for how much you sold them.

You can calculate your Recognized Claim in accordance with the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for all of your Recognized Claim. After all Settlement Class Members have sent in their Proof of Claim forms, the payment you get will be a part of the Net Settlement Fund equal to your Recognized Claim divided by the total of everyone's Recognized Claims. See the Plan of Allocation beginning on page 10 for more information on your Recognized Claim.

HOW YOU GET A PAYMENT — SUBMITTING A PROOF OF CLAIM FORM

10. How can I get a payment?

To qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the Internet at <http://www.gcginc.com/cases/bdz>. Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than **June 6, 2013**.

11. When would I get my payment?

The Court will hold a hearing on **July 9, 2013** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up to get a payment?

Upon the "Effective Date," you will release all "Released Claims" (as defined below) against the "Released Parties" (as defined below).

"Released Claims" shall collectively mean (including "Unknown Claims" as defined below) any and all claims, rights, debts, demands, causes of actions, suits, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, judgments, variances, executions, obligations, damages, losses, fees, costs, rights, matters, and issues, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, or whether based in equity, whether suspected or unsuspected, fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, matured or un-matured, class or individual in nature, that have been, might have been, or could be asserted (or threatened, alleged, or litigated) at law, in equity, or otherwise, at any time against any of the Released Parties by any Settlement Class member, in any capacity, in the Action or in any court of competent jurisdiction or other tribunal or adjudicative body, which arise out of or relate in any way whatsoever to: (a) purchases or sales of Bidz.com common stock during the Settlement Class Period; (b) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, referred to or that could have been asserted (whether directly, indirectly, representatively, derivatively, or in any other capacity) in the Complaint; (c) any alleged misrepresentation or omission occurring during the Settlement Class Period concerning or relating to the financial condition, results of operations, financial statements, press releases, public filings, or any public disclosures by Bidz.com or any of the Released Parties relating in any way to Bidz.com; or (d) the conduct of the business of Bidz.com by any of the Released Parties or Bidz.com with regard to any of the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, referred to or that could have been asserted (whether directly, indirectly, representatively, derivatively, or in any other capacity) in the Complaint. "Unknown Claims" means any and all Released Claims that Lead Plaintiff or any Settlement Class Member do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Claims which Defendants do not know or suspect to exist in their favor, which if known, might have affected their decision(s) with respect to the Settlement. With respect to any and all Released Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each Settlement Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or international or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY
AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Lead Plaintiff and each of the Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. Lead Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but Lead Plaintiff shall expressly and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the settlement of which this release is a part.

"Released Parties" means each and all of Defendants, and all of their respective past or present employees, independent contractors, officers, directors, subsidiaries, parents, successors and predecessors, agents, attorneys, advisors, Insurers, investment advisors, auditors, accountants, assigns, spouses, all members of their immediate families, all trusts which are for the benefit of any of them and/or member(s) of their family, the legal representatives, heirs or successors in interest of all of the foregoing, and any person, firm, trust, corporation, officer, director or other individual or entity in which any one of them has a controlling interest or which is related to or affiliated with any of the foregoing. The Released Parties are third party beneficiaries of this Stipulation and the Settlement.

The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

13. Can I exclude myself from the Settlement Class?

Yes. If you do not wish to be included in the Settlement Class and you do not wish to participate in the proposed Settlement described in this Notice you may request to be excluded. To do so, you must so state in writing post-marked no later than May 23, 2013. You must set forth: (a) your name, current address and day-time and evening telephone numbers; (b) the number of shares of Bidz.com common stock you purchased and/or sold during the Settlement Class Period and the dates and prices of such purchase(s) and/or sale(s); and (c) a clear and unambiguous statement that you wish to be excluded from the Settlement Class. The request for exclusion should be addressed as follows:

Bidz.com Securities Litigation
Claims Administrator
c/o GCG
P.O. Box 9946
Dublin, OH 43017-5946

And

To Lead Counsel,
Charles J. Piven, Brower Piven
A Professional Corporation
1925 Old Valley Road
Stevenson, Maryland 21153

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you validly request exclusion from the Settlement Class (a) you will be excluded from the Settlement Class, (b) you will not share in the proceeds of the Settlement described herein, (c) you will not be bound by any judgment entered in the Action, and (d) you will not be precluded, by reason of your decision to request exclusion from the Settlement Class, from otherwise prosecuting an individual claim, if timely, against the Defendants based on the matters complained of in the Action.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Brower Piven, A Professional Corporation, is Lead Counsel for the Settlement Class and that Milberg LLP is Liaison Counsel for the Settlement Class (together, "Lead Plaintiff's Counsel"). You will not be separately charged for these lawyers. The Court will determine the amount of Lead Plaintiff's Counsel's fees and expenses (which will include Liaison Counsel's fees and expenses), which will be paid from the Gross Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel are moving the Court to award of attorneys' fees in an amount not to exceed twenty-five percent (25%) of the total benefits to the Settlement Class of \$3,200,000.00 (which includes the \$3,150,000.00 Settlement Fund and up to \$50,000.00 of expenses to be paid by Defendants for notice and administration of the Settlement), or \$800,000.00, and for reimbursement of expenses incurred in connection with the prosecution of this Action in the approximate amount of \$100,000.00 plus interest on such expenses at the same rate as earned by the Settlement Fund. Lead Counsel's fee application will be filed with the Court on April 22, 2013 and will available for download at <http://www.gcginc.com/cases/bdz> following that date. All such sums as may be approved by the Court will be paid from the total benefits to the Settlement Class. Settlement Class Members are not personally liable for any such fees, costs, or expenses.

Lead Counsel have committed a substantial amount of time prosecuting claims on behalf of Lead Plaintiff and the Settlement Class. In addition, they have not been reimbursed for any of their costs and expenses. The amounts requested

by Lead Counsel will compensate counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class, and for their risk in undertaking this representation on a wholly contingent basis. The amount to be requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in other litigations of this type.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the proposed Settlement?

If you are a Settlement Class Member you can object to the Settlement or any of its terms, the proposed Plan of Allocation and/or the application by Lead Counsel for an award of fees and expenses. You may write to the Court setting out your objection. You may give reasons why you think the Court should not approve any or all of the Settlement terms or arrangements. The Court will consider your views if you file a proper objection within the deadline identified, and according to the following procedures.

To object, you must send a signed letter or other document stating that you object to the proposed Settlement in *Gomez v. Bidz.com, Inc., et al.*, Lead Case No. CV09-3216 CBM (Ex).

Be sure to include your name, address, telephone number, and your signature, identify the date(s), price(s), and number(s) of shares of all purchases and sales of Bidz.com common stock you made during the Settlement Class Period, and state the reasons why you object to the Settlement. Your objection must be filed with the Court and served on all the following counsel on or before **May 23, 2013**:

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
Clerk, U.S. District Court for the Central District of California, Western Division U.S. Courthouse 312 N. Spring Street Courtroom No. 2 Los Angeles, CA 90012	Charles J. Piven BROWER PIVEN A Professional Corporation 1925 Old Valley Road Stevenson, Maryland 21153	Joel A. Feuer GIBSON, DUNN & CRUTCHER, LLP 2029 Century Park East Suite 4000 Los Angeles, CA 90067

You do not need to go to the Settlement Fairness Hearing to have your written objection considered by the Court. At the Settlement Fairness Hearing, any Settlement Class Member who has not previously submitted a request for exclusion from the Settlement Class and who has complied with the procedures set out in this question 16 and question 19 below for filing with the Court and providing to Lead Counsel and to Defendants' Counsel a statement of an intention to appear at the Settlement Fairness Hearing may also appear and be heard, to the extent allowed by the Court, to state any objection to the Settlement, the Plan of Allocation or Lead Plaintiff's Counsel's motion for an award of attorneys' fees and reimbursement of expenses. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Settlement Fairness Hearing.

THE COURT'S SETTLEMENT FAIRNESS HEARING

17. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Settlement Fairness Hearing at 10.00 a.m. on the 9th day of July, 2013, before the Honorable Consuelo B. Marshall at the United States District Court for the Central District of California, Western Division, U.S. Courthouse, 312 N. Spring Street, Courtroom No. 2, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. At the Settlement Fairness Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Lead Counsel for attorneys' fees and reimbursement of expenses. The Court will take into consideration any written objections filed in accordance with the instructions at question 16. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. See question 19 for more information about speaking at the hearing. The Court may also decide how much to pay to Lead Plaintiff's Counsel for their fees and expenses. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Fairness Hearing. Thus, if you want to come to the hearing, you should check with Lead Counsel before coming to be sure that the date and/or time has not changed.

18. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you are not required to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required. Settlement Class Members are not required to appear at the hearing or take any other action to indicate their approval.

19. May I speak at the hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Fairness Hearing. To do so, you must include with your objection (see question 16 above) a statement stating that it is your “Notice of Intention to Appear in *Gomez v. Bidz.com, Inc., et al.*, Lead Case No. CV09-3216 CBM (Ex).” Persons who intend to object to the Settlement, the Plan of Allocation, and/or Lead Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses and who wish to present evidence at the Settlement Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Fairness Hearing.

You cannot speak at the hearing if you have not provided written notice of your intention to speak at the Settlement Fairness Hearing by the deadline identified, and in accordance with the procedures described in questions 16 and 17 above.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement. To share in the Net Settlement Fund, you must submit a Proof of Claim form (see question 10).

The Order and Final Judgment approving the Settlement will dismiss the Action and settle all Settlement Class Members’ Settled Claims as against all Released Parties. Whether or not they submit a Proof of Claim form, all Settlement Class Members will be barred and enjoined from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case, ever again.

GETTING MORE INFORMATION

21. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in a Stipulation and Agreement of Settlement dated December 17, 2012 (the “Stipulation”). You can get a copy of the Stipulation by writing to Charles J. Piven, Brower Piven, A Professional Corporation, 1925 Old Valley Road, Stevenson, Maryland 21153.

You also can call the Claims Administrator at 1-866-220-3826, where you will find a Proof of Claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment.

22. How do I get more information?

For even more detailed information concerning the matters involved in this Action, you can refer to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Central District of California, Western Division, U.S. Courthouse, 312 N. Spring Street, Courtroom No. 2, Los Angeles, CA 90012 during regular business hours.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS

The Net Settlement Fund will be distributed to Settlement Class Members who submit valid and timely Proofs of Claim in connection with this Settlement, and have an allowable loss under the Plan of Allocation described below. You will be eligible to participate in the distribution only to the extent you had a net loss on your overall transactions in Bidz common stock during the Settlement Class Period. If you had a net gain from your overall transactions in Bidz common stock during the Settlement Class Period, the value of the Recognized Claim will be zero. If you suffered a net loss on your overall transactions in Bidz common stock during the Settlement Class Period, but that loss was less than the Recognized Claim calculated below, then the Recognized Claim shall be limited to the amount of the actual loss.

For purposes of determining whether you had a net gain or suffered a net loss from your overall transactions in Bidz securities that will receive payment under this Plan of Allocation during the Settlement Class Period, the Claims Administrator shall: (i) for each share of Bidz common stock, total the amount paid for those shares purchased during the Settlement Class Period by the claimant ("Total Purchase Amount"); (ii) for each share of Bidz common stock, match any sales of those shares purchased during the Settlement Class Period first against the Settlement Class Member's opening position in such shares (the proceeds of those sales will not be considered for purposes of calculating gains or losses); (iii) for each share of Bidz common stock, total the amount received for sales of the remaining Bidz shares sold during the Settlement Class Period ("Sales Proceeds"); and (iv) ascribe a per common share holding value for the number of shares of Bidz securities purchased during the Settlement Class Period and still held at the end of the Settlement Class Period ("Holding Value"). The Holding Value will be based upon the lesser of the closing price of Bidz common stock on the day such shares were sold if sold within ninety (90) days after the end of the Settlement Class Period or the average price between the end of the Settlement Class Period and the date of actual sale (as set forth in Table A below), or \$8.96 if such shares continued to be held on or after the expiration of that ninety (90) day period. The difference between (i) the Total Purchase Amount and the (ii) sum of the Sales Proceeds and Holding Value will be deemed your net gain or net loss on your overall transactions in Bidz securities during the Settlement Class Period.

In the event that a Settlement Class Member made more than one purchase or sale of a particular shares of Bidz common stock, all purchases and sales shall be matched on a First-In-First-Out ("FIFO") basis. Settlement Class Period sales will be matched first against any particular share of Bidz common stock held at the beginning of the Settlement Class Period and then against purchases during the Settlement Class Period in chronological order. For all purposes, the transaction date and not the settlement date shall be used as the date for determining eligibility to file a claim. Gifts and transfers of shares of Bidz common stock are not eligible purchases. The covering purchase of a "short" sale is not an eligible purchase.

Payment pursuant to the Plan of Allocation set forth below shall be conclusive against all Authorized Claimants. No Person shall have any claim against the Defendants or the Plaintiffs on behalf of themselves and the Settlement Class (collectively the "Settling Parties"), Plaintiffs' Counsel, or the Claims Administrator or other Person designated by Plaintiffs' Lead Counsel based on distributions made substantially in accordance with the Stipulation and the settlement contained therein, the Plan of Allocation, or further orders of the Court. All Settlement Class Members who have failed to complete and file a valid and timely Proof of Claim in this Settlement shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of the Judgment entered and the releases given.

(i) For shares bought between August 13, 2007 and November 25, 2007 and sold on November 26, 2007, recognized loss per share is the **lesser** of:

- a) \$4.48; **or**
- b) The price paid less the price received; **or**
- c) The price paid less \$16.56; **or**
- d) \$19.94 less the price received.

(ii) For shares bought between August 13, 2007 and November 25, 2007 and sold on November 27, 2007, recognized loss per share is the **lesser** of:

- a) \$8.05; **or**
- b) The price paid less the price received; **or**
- c) The price paid less \$11.89; **or**
- d) \$19.94 less the price received.

(iii) For shares bought between August 13, 2007 and November 25, 2007 and sold on or after November 28, 2007 and before the close of trading on February 25, 2008, inclusive, recognized loss per share is the **lesser** of:

- a) The price paid less the price received; **or**
 - b) \$19.94 less the price received; **or**
 - c) \$9.84; **or**
 - d) The price paid less \$10.10; **or**
 - e) The price paid less the price in Table A on the date of sale.
- (iv) For shares bought between August 13, 2007 and November 25, 2007 and held through the close of trading on February 25, 2008, recognized loss per share is the **lesser** of:
- a) \$9.84; **or**
 - b) The price paid less \$10.10.
- (v) For shares bought on November 26, 2007 and sold on November 26, 2007, recognized loss is the **lesser** of:
- a) The price paid less the price received; **or**
 - b) The price paid less \$16.56.
- (vi) For shares bought on November 26, 2007 and sold on November 27, 2007, recognized loss per share is the **lesser** of:
- a) The price paid less the price received; **or**
 - b) The price paid less \$11.89.
- (vii) For shares bought on November 26, 2007 and sold on or after November 28, 2007 and before the close of trading on February 25, 2008, recognized loss per share is the **lesser** of:
- a) The price paid less the price received; **or**
 - b) \$12.40; **or**
 - c) The price paid less \$10.10; **or**
 - d) The price paid less the price in Table A on the date of sale.
- (viii) For shares bought on November 26, 2007 and held through the close of trading on February 25, 2008, recognized loss per share is the price paid less \$10.10.
- (ix) For shares bought on November 27, 2007 and sold on November 27, 2007, recognized loss per share is the price paid less \$11.89.
- (x) For shares bought on November 27, 2007 and sold on or after November 28, 2007 and before the close of trading on February 25, 2008, recognized loss per share is the **lesser** of:
- a) \$5.20; **or**
 - b) The price paid less the price received; **or**
 - c) The price paid less \$10.10; **or**
 - d) The price paid less the price in Table A on the date of sale.
- (xi) For shares bought on November 27, 2007 and held through the close of trading on February 25, 2008, recognized loss per share is the price paid less \$10.10.
- (xii) For shares bought on November 28, 2007 and sold on November 28, 2007, recognized loss per share is the **lesser** of:
- a) The price paid less the price received; **or**
 - b) The price paid less \$10.10.
- (xiii) For shares bought on November 28, 2007 and sold after November 28, 2007 and before the close of trading on February 25, 2008, recognized loss per share is the **lesser** of:
- a) The price paid less the price received; **or**
 - b) The price paid less \$10.10; **or**
 - c) The price paid less the price in Table A on the date of sale.
- (xiv) For shares bought on November 28, 2007 and held through the close of trading on February 25, 2008, recognized loss per share is the price paid less \$10.10.

TABLE A

DATE/PRICE		DATE/PRICE		DATE/PRICE	
11/28/2007	10.10	12/27/2007	10.13	01/28/2008	9.46
11/29/2007	10.91	12/28/2007	10.08	01/29/2008	9.43
11/30/2007	11.11	12/31/2007	10.03	01/30/2008	9.39
12/03/2007	11.15	01/02/2008	9.99	01/31/2008	9.35
12/04/2007	11.24	01/03/2008	9.94	02/01/2008	9.31
12/05/2007	11.30	01/04/2008	9.87	02/04/2008	9.29
12/06/2007	11.15	01/07/2008	9.77	02/05/2008	9.26
12/07/2007	11.03	01/08/2008	9.70	02/06/2008	9.23
12/10/2007	10.96	01/09/2008	9.65	02/07/2008	9.19
12/11/2007	10.87	01/10/2008	9.61	02/08/2008	9.16
12/12/2007	10.92	01/11/2008	9.58	02/11/2008	9.13
12/13/2007	10.87	01/14/2008	9.61	02/12/2008	9.10
12/14/2007	10.83	01/15/2008	9.63	02/13/2008	9.07
12/17/2007	10.71	01/16/2008	9.65	02/14/2008	9.04
12/18/2007	10.61	01/17/2008	9.65	02/15/2008	9.01
12/19/2007	10.50	01/18/2008	9.62	02/19/2008	8.98
12/20/2007	10.42	01/22/2008	9.59	02/20/2008	8.96
12/21/2007	10.33	01/23/2008	9.55	02/21/2008	8.95
12/24/2007	10.23	01/24/2008	9.52	02/22/2008	8.95
12/26/2007	10.17	01/25/2008	9.49	02/25/2008	8.96

For all purposes, the transaction date, and not the settlement date, shall be used as the date for calculating Recognized Losses. All purchases and sales of Bidz securities shall be accounted for and matched using the FIFO method of accounting. Subject to the foregoing, under the Plan of Allocation, each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Loss of all Authorized Claimants ("*pro rata* share"). No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

For purposes of determining the amount an Authorized Claimant may recover under the Settlement, Plaintiffs' Counsel have consulted with their damages expert to develop the foregoing Plan of Allocation. The Court may modify the Plan of Allocation without further notice to the Settlement Class. The Court has also reserved jurisdiction to allow, disallow, or adjust the claim of any Settlement Class Member on equitable grounds.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased Bidz.com common stock (NASDAQ National Market symbol "BIDZ"), during the period between August 13, 2007 and November 28, 2007 inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased Bidz.com common stock during such time period or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) days mail the Notice and Proof of Claim form directly to the beneficial owners of that Bidz.com common stock. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator.

Dated: Los Angeles, California

March 8, 2013

By Order Of The Court

CLERK OF THE COURT