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10 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
11 LOUISVILLE DIVISION

12 IN RE: SKECHERS TONING SHOES MASTER FILE No. 3:11-MD-2308-TBR
13 PRODUCTS LIABILITY
LITIGATION MDL No. 2308

14 Honorable Thomas B. Russell

15 This document relates to:

16 Grabowski v. Skechers U.S.A., Inc., Case No.: 3:12-CV-00204-TBR
17 S.D. California, C.A. No. 3:10-01300

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21 AMENDMENT ONE TO SETTLEMENT AGREEMENT

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BLOOD HURST & O'REARDON, LLP

BLOOD HURST & O'REARDON, LLP

1 This Amendment One to the Settlement Agreement is stipulated and agreed to
2 by and between Plaintiffs Tamara Grabowski and Venus Morga, and Defendant
3 Skechers U.S.A, Inc., through their duly authorized counsel, that the Settlement
4 Agreement entered between the parties on May 15, 2012, and filed with the Court on
5 May 16, 2012, in *Grabowski v. Skechers U.S.A., Inc.*, No. 3:12-cv-00204 (W.D. Ky.),
6 is hereby amended to correctly reflect the agreement by the parties as follows:

7 Section II.A.9. of the Settlement Agreement is hereby amended to state:

8 “‘Class Action Settlement Administrator’” means the third-party agent(s) or
9 administrator(s) agreed to by the Parties and appointed by the Court. The
10 Parties agree that BMC Group shall be retained to implement the mailed
11 notice, the website, claim review and related requirements of this
12 Agreement as set forth in Section IV-VI of this Agreement;”

12 Section IV.A.1. of the Settlement Agreement is hereby amended to state:

13 “In conjunction with the Consent Judgment entered into between Skechers
14 and the FTC, Skechers shall deposit \$40 million (the ‘Escrowed Funds’) in
15 escrow to be held by BMC Group, which shall be the ‘Escrow Agent.’
16 Once Skechers deposits the Escrowed Funds with the Escrow Agent, any
17 risk of loss shall pass from Skechers to the Escrow Agent.

17 Agreed to on the date indicated below.

18 APPROVED AND AGREED TO BY:

19
20 BY Timothy Blood / with permission DATE 5/24/12
21 TIMOTHY G. BLOOD
BLOOD HURST & O'REARDON LLP

22 On behalf of Plaintiffs, the Class, and Class Counsel

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24 APPROVED AND AGREED TO BY:

25 BY _____ DATE _____
26 JEFFREY A. BARKER
O'MELVENY & MYERS, LLP

27 On behalf of Defendant

BLOOD HURST & O'REARDON, LLP

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18 Agreed to on the date indicated below.

19 APPROVED AND AGREED TO BY:

20 BY _____ DATE _____
21 TIMOTHY G. BLOOD
22 BLOOD HURST & O'REARDON LLP

23 On behalf of Plaintiffs, the Class, and Class Counsel

24 APPROVED AND AGREED TO BY:

25 BY  DATE May 24, 2012
26 JEFFREY A. BARKER
27 O'MELWENY & MYERS LLP

28 On behalf of Defendant Skechers U.S.A., Inc.