

EXHIBIT 4

THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY

IN RE: SKECHERS TONING SHOES
PRODUCTS LIABILITY
LITIGATION

MASTER FILE No. 3:11-MD-2308-TBR

MDL No. 2308

Honorable Thomas B. Russell

This document relates to:

Grabowski v. Skechers U.S.A., Inc.,
S.D. California, C.A. No. 3:10-01300

Case No.: 3:12-CV-00204-TBR

FINAL JUDGMENT

IT IS on this ____ day of _____, 2012, HEREBY ADJUDGED AND
DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 THAT:

1. The settlement of this class action on the terms set forth in the Parties' Settlement Agreement, with exhibits (collectively, the "Settlement Agreement"), and definitions included therein, signed and filed with this Court on May 16, 2012, is finally approved, and the following class is granted final certification for settlement purposes only under Fed. R. Civ. P. 23(a) and (b)(3): all persons or entities that, during the Class Period, August 1, 2008 to [DATE], purchased in the United States any Eligible Shoes. "Eligible Shoes" means the Skechers footwear sold under the following toning footwear lines: (a) Shape-ups rocker bottom shoes ("Shape-ups"); (b) Resistance Runner rocker bottom shoes ("Resistance Runner"); Shape-ups Toners/Trainers, and Tone-ups with podded outsoles ("Podded Sole Shoes"); and Tone-ups non-podded sandals, boots, clogs, and trainers ("Tone-up (Non-Podded Sole)"). Excluded from the Class are: (a) Skechers' Board members or executive-level officers, including its attorneys; (b)

persons or entities who purchased the Eligible Shoes primarily for the purpose of resale; (c) retailers or re-sellers of Eligible Shoes; (d) governmental entities; (e) persons or entities who purchased the Eligible Shoes via the Internet or other remote means while not residing in the United States; and (f) the persons or entities listed on Exhibit A attached hereto who or which timely and properly excluded themselves from the Class.

2. The Court finds that only those persons and entities listed in Exhibit ___ to the Declaration of _____ and filed with the Court, a copy of which is attached hereto as Exhibit A, have submitted timely and valid requests for exclusion from the Class and are therefore not bound by this Final Judgment and accompanying Final Order. Class Counsel and Skechers' Counsel may mutually agree to allow additional Class Members to exclude themselves or to withdraw their exclusion requests by filing an appropriate notice with the Court.

3. The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Settlement Agreement and the Declaration of the Notice Administrator, and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.

4. The claims in *Grabowski v. Skechers U.S.A., Inc.*, No. 3:12-cv-00204 (W.D. Ky.) (the “Action”) are dismissed on the merits and with prejudice according to the terms (including the Release) set forth in the Parties’ Settlement Agreement and in the Court’s Final Order Approving Class Action Settlement, (the “Final Approval Order”), without costs to any party except as provided in the Final Approval Order.

5. All Class Members and/or their representatives who have not been timely excluded from the Class with respect to the Eligible Shoes are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining, intervening in, participating (as class members or otherwise) in, or receiving any benefits from any other lawsuit (including putative class action lawsuits), arbitration, administrative, regulatory, or other proceeding, order, or cause of action in law or equity in any jurisdiction that is covered by the Release. In addition, all Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) that is covered by the Release. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court’s continuing jurisdiction and authority over the Action.

6. Class Counsel shall take all steps necessary and appropriate to provide Class Members with the benefits to which they are entitled under the terms of the Settlement Agreement and pursuant to the Orders of the Court.

7. Class Counsel shall be awarded \$5 million in attorneys' fees and expenses, which amount is approved as fair and reasonable, in accordance with the terms of the Settlement Agreement.

8. The Plaintiff Tamara Grabowski and Plaintiff Venus Morga, shall each be awarded \$2,500 as incentive awards in their capacity as a representative Plaintiff in the Action and as plaintiff in the *Morga* Action (No. 3:12-cv-00205), respectively.

9. The Court will retain continuing jurisdiction over the Action for the reasons and purposes set forth in this Court's Final Approval Order.

Honorable Thomas B. Russell
UNITED STATES DISTRICT JUDGE

Exhibit A -- List of persons who Requested Exclusion