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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OCT 14 2015

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Estey Bomberger Skechers Settlement Fund

A Florida **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Estey Bomberger Skechers Settlement Fund, a

Florida (Name of Trust)
Trust hereby affirms in order to file or qualify
(State)

Estey Bomberger Skechers Settlement Fund, in the State of Florida.
(Name of Trust)

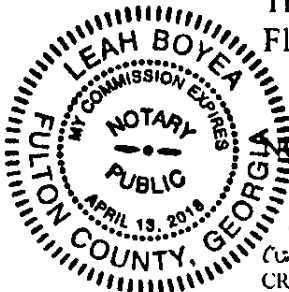
1. Two or more persons are named in the Trust.
2. The principal address is 5613 DTC Parkway, Suite 600, Greenwood Village
Colorado 80111, ATTN: Ginger Susman
3. The registered agent and street address in the State of Florida is:
Christopher E. Diamantis
3500 Financial Plaza, Suite 202, Tallahassee, FL 32312
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Christopher E Diamantis
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Ginger Susman
Name: Ginger Susman
Chairman of the Board of Trustees

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)



Leah Boyea
NOTARY
Commission Expires 4/13/18
CR2E063(3/00)

2015 OCT -8 PM 2:15
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") establishes the Estey Bomberger Skechers Settlement Fund (the "Trust") effective this September 30th 2015 (the "Effective Date") for the benefit of certain Beneficiaries as designated by the Order Establishing Qualified Settlement Fund for Settlement and Resolution Program and to Appoint QSF Administrator dated September 30, 2015 as ordered by the Superior Court of the State of California for the County of Los Angeles (Case No.: JCCP4787 / BC476903), attached herein at **Exhibit A** and incorporated by this reference (the "Order"). Providio MediSolutions, LLC ("Providio") and Providio Lien Counsel ("PLC") shall serve hereunder as Co-Fund Administrators and Co-Trustees of the Trust created hereby, all of whose duties, obligations and authorities shall be as set forth below. (Providio and PLC collectively in their capacities as Co-Fund Administrators and Co-Trustees shall be referred to from time to time herein as the "Co-Trustees").

WITNESSETH:

WHEREAS, the funds in this Trust are for the benefit of certain beneficiaries (the "Beneficiaries") as designated in the Orders and shall not be deemed available to the Beneficiaries except as provided herein.

WHEREAS, this Trust is irrevocable.

WHEREAS, this Trust is for the sole benefit of the Beneficiaries.

WHEREAS, the Doctrine of Worthier Title and the Rule in Shelley's Case shall not be used to construe the terms and provisions of this Trust.

NOW, THEREFORE, the Co-Trustees agree to hold all of the property conveyed to the Co-Trustees in accordance with the terms of this Agreement and to manage, invest and reinvest said property in trust for the following uses and purposes.

ARTICLE I

Name of Trust

This Trust shall be known as the Estey Bomberger Skechers Settlement Fund, hereinafter referred to as the "Trust", and is for the sole benefit of the Beneficiaries during the existence of the Qualified Settlement Fund as established by the Orders.

ARTICLE II

Funding of Trust

By order of the Superior Court of the State of California for the County of Los Angeles, the proceeds from the Fund shall be paid directly to the Co-Trustees, to be held herein by the Trust on behalf of the Beneficiaries, together with such moneys, donations and or other types of properties that any other person or persons may hereafter convey to the Co-Trustees to be held under the terms of this Agreement. Additions may be made to the Trust from any source and at any time. The Trust estate may include property other than cash, including, but not limited to, securities, real estate and personal property.

ARTICLE III

Purpose

The purpose of this Trust is to administer the funds paid to the Fund to allow for disbursements from the Fund, to establish structured settlements, and to allow the parties to reach settlement and release agreements.

All payments from this Trust which are made for the benefit of the Beneficiaries are to be direct payments to the Beneficiaries or to a person or persons who supply either goods or services to the Beneficiaries such as the attorneys and providers of litigation services.

The Beneficiaries shall have no interest in either the principal or income of this Trust unless and until such income or principal is actually distributed to said Beneficiaries. While this Trust is in existence, its assets shall in no way be assignable or alienable by the Beneficiaries through any process whatsoever and shall not be subject to garnishment, attachment, levy, or any other legal process of any court from any creditor of the Beneficiaries, nor shall they be an asset in any future bankruptcy of the Beneficiaries.

ARTICLE IV

Disposition of Income and Principal

During the term of this Trust, and notwithstanding anything herein to the contrary, the Co-Trustees are authorized to distribute from time to time, so much of the net income and principal of the Trust, as the Co-Trustees, in the Co-Trustees' sole discretion, shall deem necessary or desirable in order to provide for the Beneficiaries. Any income of the Trust not so distributed shall be added annually to the principal of the Trust. It is not necessary for the Co-Trustees to obtain prior court approval to make any distribution.

ARTICLE V

Distributions After Death of any Beneficiary

Upon the death of an individual beneficiary, the Co-Trustees shall distribute the remaining Trust assets to such persons, in such amounts, and upon such terms, trusts and conditions as the individual beneficiary shall appoint under the terms of his or her Last Will and Testament, Revocable Trust, or other estate planning documents, making specific reference to this power. In the event the individual beneficiary has not executed estate planning documents as mentioned in the preceding sentence, then the remaining Trust assets shall be distributed pursuant to the laws of intestacy. The distribution of Trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for in testate estates of the State of Florida.

ARTICLE VI

Co-Trustees' Powers

In the administration of the Trust created hereunder, the Co-Trustees shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily for and in the interests of the Beneficiaries:

(a) To hold and continue to hold as an investment, the property received hereunder and any additional property which may be received by it, so long as it deems proper.

(b) To engage in activities and to invest in assets which promise to yield a return and result in appreciation but protection of principal.

(c) To rent or lease any property of the Trust for such time and upon such terms and for such price or prices as in its discretion and judgment may seem just and proper and for the best interests of the Trust and the Beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of the Trust.

(d) To sell and convey any of the property (including any stocks or bonds) of the Trust or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in its discretion and judgment may be deemed for the best interests of the Trust and the Beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(e) To deduct, retain, expend and payout of any money belonging to the Trust any and all necessary and proper expenses in connection therewith and the conduct of same, and to pay all taxes, insurance premiums and other legal assessments, debts, claims or charges which at any time may be due and owing, by, or which may exist against the Trust.

(f) To vote upon all securities belonging to the Trust, and to become a party to any stockholder's agreements deemed advisable by it in connection with such securities.

(g) To consent to the reorganization, consolidation, merger liquidation, readjustment of or other change in any corporation, company, or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property which may at the time be held by it hereunder and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trust, and the making of agreements or subscriptions which it may deem necessary or advisable in connection therewith, all without applying to any court, or to otherwise dispose of any securities or any other property which it may so acquire.

(h) To compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements to make such compromises or inheritances of debts, claims or controversies as it may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, banking fees, investment counsel fees and the like.

(j) To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Co-Trustees, in carrying out any of the powers and duties herein authorized.

(k) To lend money to any person or persons upon such terms and in such ways and with such security as it may deem advisable for the best interests of the trusts and the beneficiaries hereunder. To engage in business with the property of the Trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenants in the partnership.

(l) To make any division or distribution required under the terms of this Agreement and/or the Orders in kind or in money, or partly in kind and partly in money.

(m) To cause the securities held by it to be registered in the name of a nominee or in the form of street certificates, or in any other form, even though the same may fail to disclose the fact that the same is held in trust, or the terms upon which such property is held.

(n) To freely act under all or any of the powers in this Agreement given to it in all matters concerning the Trust herein created, after forming its judgment based upon all circumstances of any particular situation as to the wisest and best course to pursue in the interests of the Trust and the Beneficiaries hereunder, without the necessity of obtaining the consent or permission of any persons interested therein, or the consent or approval of any court, and notwithstanding that it may also be acting individually, or as trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or maybe interested in connection with the same matters as a stockholder, director, or otherwise; provided, however, that it shall exercise such powers at all times in a fiduciary capacity primarily in the interests of the Beneficiaries hereunder.

(o) To merge one or more trusts into a single trust when, in the opinion of the Co-Trustees, the merger would be in the best interests of the Beneficiaries of the trusts; provided, however, that each trust to be merged must be identical with respect to Beneficiaries, the Co-Trustees then serving, trustee powers, trustee discretion over distribution and/or accumulation of trust income and principal, duration of the existence of the trust, and such other matters as might reasonably be required in order to effect such a merger of the trusts.

(p) To make any and all elections and to exercise any and all options given to it by the Internal Revenue Code as the same may be amended from time to time and any regulations thereunder.

(q) To acquire and retain any property, real or personal, productive or unproductive, of whatsoever nature and wheresoever situated, regardless of whether the particular property be of a kind and quality which would ordinarily be purchased for trust accounts, and regardless of whether such property should constitute a larger portion of the Trust estate than would customarily be deemed advisable or prudent.

(r) To purchase and maintain or improve a home or part of a home where the Beneficiary may reside, including any portion of a residence which may be owned by a relative of the Beneficiary.

(s) To employ and enter into contracts with attorneys, investment counsel, and/or other persons providing care and personal services.

(t) To establish and fund additional trusts, including, but not to be limited to, trusts for the purpose of owning real property and automobiles and trusts for individual law firm inventories ("Sub-QSFs) within the context of a larger litigation for which this QSF is designed.

The powers herein granted to the Co-Trustees may be exercised in whole or in part from time to time and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to the law, and shall include all powers necessary to carry the same into effect.

ARTICLE VII

Principal and Income

The Co-Trustees shall have the power to determine the allocation of receipts and expenses between income and principal, provided such allocation is not inconsistent with the beneficial enjoyment of Trust property accorded to a life tenant or remainderman under the general principles of the laws of trusts, and provided that all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.

ARTICLE VIII

Accounting By Co-Trustees

The Co-Trustees shall maintain accurate accounts and records. Unless waived in writing by the Beneficiaries, the Co-Trustees shall render annual accountings to all current income or principal Beneficiaries, whether discretionary or mandatory and all reasonably ascertainable remainder Beneficiaries who would take if all income interests terminated immediately showing receipts, disbursements and distributions of principal and income. The Co-Trustees shall deliver annual accountings to the counsel of the Beneficiaries described herein on behalf of such Beneficiaries within ninety (90) days after the end of each calendar year. Each such counsel of each Beneficiary shall then be required to deliver to the Co-Trustees, no later than thirty (30) days after such counsel's receipt of the annual accounting or the final accounting, any objections to the accounting, and such counsel shall also forward a copy of such objections to the Co-Trustees's attorney. Any objections must be in writing, must state with particularity the item or items to which the objections are directed, and must state the grounds on which the objections are based. If a counsel files any objections to an accounting on behalf of a Beneficiary, and if the counsel does not file a complaint with the Circuit Court that issued the Orders for the QSF to be formed and schedule the complaint for hearing within ninety (90) days after the filing of the objections with the Co-Trustees, then the objections shall be deemed abandoned; moreover, in the case of a final accounting, the Co-Trustees may distribute the assets of the trust according to the proposed plan set forth in the final accounting. Upon scheduling any such complaint for hearing, such counsel shall provide proper notice of such hearing to all interested persons and parties.

ARTICLE IX

Provisions Regarding Co-Trustees

(a) Except as provided under (f) of this Article IX, if either Co-Trustee shall resign, or cease to act as a Co-Trustee hereunder for any reason whatsoever, then, in that event, the non-resigning Co-Trustee shall appoint a successor Co-Trustee.

(b) A Trustee may resign at anytime by giving thirty (30) days prior written notice to that effect to all Beneficiaries or their representatives entitled to income hereunder. In the event that a successor Co-Trustee is not appointed hereinabove, the resigning Co-Trustee hereunder shall have the right to appoint its successor Co-Trustee within said thirty (30) day period. In the event the resigning Co-Trustee shall fail to appoint a successor Co-Trustee, then in that event, the resigning Co-Trustee hereunder shall have the right to petition a court of competent jurisdiction to appoint a successor Co-Trustee. The resigning Co-Trustee shall continue to serve as Co-Trustee until such time as she has appointed a successor Co-Trustee or a court of competent jurisdiction has appointed a successor Co-Trustee.

Promptly after receiving notice of the appointment of a successor Co-Trustee, the resigning Co-Trustee shall render its final accounting and shall transfer and deliver to such successor Co-Trustee, all trust assets then held by it, whereupon it shall have full and complete a quittance for all assets so delivered and shall have no further duties hereunder. Every successor Co-Trustee appointed hereunder shall possess and exercise all powers and authority herein conferred upon the original Co-Trustees.

Any Trustee serving hereunder may be removed at anytime by the Beneficiaries then collectively receiving a majority of the income of any trust created hereunder. Said Beneficiaries shall give the individual Co-Trustees thirty (30) days prior written notice of their intention to remove said individual Co-Trustees. In the event that the Grantor has not named a successor Co-Trustees, within the said thirty (30) day period the Beneficiaries then collectively receiving a majority of the income of any trust created hereunder shall petition a court of competent jurisdiction to appoint a successor individual Co-Trustees. In the event the Beneficiaries shall fail to petition a court of competent jurisdiction to appoint a successor individual Co-Trustees, then in that event, the then serving individual Co-Trustees shall continue to serve as Co-Trustees until a court of competent jurisdiction has appointed a successor individual Co-Trustees.

(c) A successor Trustee hereunder shall have no responsibility or accountability for the acts of a predecessor Trustee; the successor's responsibility and accountability shall be limited to those assets or properties, record title to which is in the name of the predecessor Trustee and shall commence on the date when the successor Trustee assumes custody of those assets.

(d) Any Trustee hereunder shall be liable only for his own willful breach of trust or gross negligence in the exercise of her, his or its duties and not for any honest error in judgment.

(e) If for any reason the Co-Trustees are unwilling or unable to act as Co-Trustees as to any property which shall be subject to administration in another state, such person or qualified corporation as the Beneficiaries then receiving a majority of the income from the trust established herein shall from time to time designate in writing, shall act as Co-Trustees as to such property. Each Co-Trustee so acting shall exercise the powers granted by this Agreement only upon the direction of the other Co-Trustees or Trustees, then serving hereunder. Any person or corporation so acting as Co-Trustees pursuant to the provisions of this section (e) may resign at any time by giving written notice to the other Co-Trustees or Trustees then acting hereunder. The net income and proceeds from the sale of any part or all of the property in any other state shall be remitted to the other Co-Trustees or Trustees acting hereunder to be administered under this Agreement.

(f) Notwithstanding anything herein to the contrary, Providio shall have the right to modify, or amend this Article IX of this Agreement concerning the succession and appointment of Trustees. This power to amend this Article IX includes the authority to replace a Co-Trustees, even if said Co-Trustees are currently serving in the capacity as Co-Trustees of this Agreement. Under no condition shall any of the Beneficiaries be permitted to serve as Co-Trustees of this Agreement.

ARTICLE X

Compensation of Co-Trustees

(a) Any individual serving as a Trustee of any trust created pursuant to this Agreement shall be entitled to receive reasonable compensation for her or his services as such but may, at his or her election in writing, waive such compensation.

(b) For its services hereunder, any Corporate Trustee shall be entitled to receive reasonable compensation in accordance with its rate schedule in effect from time to time and applicable to the handling of an express inter vivos trust but may, at its election in writing, waive such compensation.

ARTICLE XI

Additional Property

Any person, other than the Beneficiary, shall have the right at any time and from time to time to add life insurance policies and other property to the trusts hereby created, by transferring, assigning, selling, conveying, devising or bequeathing any such insurance and property to the Co-Trustees, to be held by it under this Agreement; and, if so added, the proceeds of such policies and such property shall be governed by the provisions hereof, the same as if originally included hereunder.

ARTICLE XII

Situs

The initial situs of the Trust shall be Florida. The situs may be changed at any time to any jurisdiction (within or without of the United States), as the Co-Trustees may determine in the Co-Trustees' sole discretion. The Co-Trustees shall not be required to seek court approval to make the change in the Trust situs, or to qualify or account to any court of any jurisdiction in exercising this power.

ARTICLE XIII

Spendthrift Provision

The interest of any beneficiary under the Trust, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by said beneficiary and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of said beneficiary's creditors, spouse, or others.

ARTICLE XIV

Tax Provisions

The Trust is intended to be treated for U.S. federal income tax purposes as a "qualified settlement fund" as described within the QSF Regulations. Accordingly, for all U.S. federal income tax purposes the transfer of assets to the Trust will be treated as a transfer to a trust satisfying the requirements of the QSF Regulations, for distribution to the Beneficiaries.

The Co-Trustees hereunder shall file such income tax and other returns and statements and timely pay all taxes required to be paid from the assets in the Trust as required by law and in accordance with the provisions of this Agreement.

The Trust may withhold from any amounts distributable at any time to the Beneficiaries such sum or sums as may be necessary to pay any taxes or other charges which have been or may be imposed on the Trust or the Beneficiaries under the income tax laws of the United States or of any state or political subdivision or entity by reason of any distribution provided for herein, whenever

such withholding is required by any law, regulation, rule, ruling, directive or other governmental requirement.

The Co-Trustees in the exercise of their discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this Agreement. Notwithstanding the foregoing, but without prejudice to the Trust's rights hereunder, the Beneficiaries shall have the right with respect to the United States or any state or political subdivision or entity to contest the imposition of any tax or other charge by reason of any distribution hereunder.

The Beneficiaries shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Co-Trustees.

Notwithstanding anything herein to the contrary, the Beneficiaries shall have the power to reacquire the Trust corpus by substituting other property of an equivalent value.

ARTICLE XV

Miscellaneous

Throughout this Agreement, except where the context otherwise requires, the masculine gender shall be deemed to include the feminine and vice versa, the neuter gender shall be deemed to include the masculine and/or feminine gender where appropriate, and the singular shall be deemed to include the plural and vice versa.

ARTICLE XVI

Bond

Any individual person, or persons, appointed to act as a Trustee, or successor Trustee, under this Trust Agreement, except Providio, Susman, or any Corporate Trustee authorized to engage in the trust business, before entering into his duties, as Trustee, shall execute a bond payable to the Trust estate with an authorized surety company as surety, to secure the faithful performance of a Trustee's duties. The bond shall be in an amount not less than the value of the Trust estate and the probable value of one year's annual income. The cost of the bond shall be borne by the Trust, chargeable either to principal or income as Trustee, in its discretion shall determine. The bond shall be renewed annually. Providio and Susman shall be the only Trustees under this Trust not required to execute a bond to secure the faithful performance of their duties as Co-Trustees.

ARTICLE XVII

Irrevocability

This Trust and any additional trusts hereby created shall be irrevocable. All of the parties hereto expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source, to alter, amend, revoke or terminate the Trust or any of the terms of this Agreement in whole or in part.

Notwithstanding the irrevocability of this Trust Agreement, this Agreement may be amended from time to time to affect its purposes and intent. The Co-Trustees may also, but are not required to, amend this Agreement, so that it conforms with any statutes, rules or regulations that are approved by any governing

body or agency relating to 42 U.S.C. §1396p(d)(4) or related statutes including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. §1396p(d)(4).


ARTICLE XVIII

Termination

This Trust shall terminate on the earlier of the date (1) it no longer satisfies the establishment requirement or (2) it no longer has assets and will not receive any more transfers.

IN WITNESS WHEREOF, and pursuant to the Courts' approval and establishment of this Agreement, the Co-Trustees have affixed their signatures below in acknowledgment of its agreement to abide by the terms and conditions hereof as of the Effective Date.

Providio MediSolutions, LLC

By: 
Name: Ginger Susman, Esq.
Its: President

Providio Lien Counsel, LLC

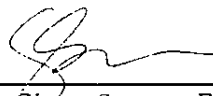
By: 
Name: Ginger Susman, Esq.
Its: President

Exhibit A

ORIGINAL

1 Stephen J. Estey (SBN 163093)
R. Michael Bomberger (SBN 169866)
2 ESTEY & BOMBERGER, LLP
2869 India Street
3 San Diego, CA 92103
Telephone: 619-295-0035
4 Facsimile: 619-295-0172

5 C. Brooks Cutter, Esq. (SBN 121407)
John R. Parker, Esq. (SBN 257761)
6 Kershaw Cutter & Ratinoff, LLP
401 Watt Avenue
7 Sacramento, CA 95864
Telephone: 916-448-9800
8 Facsimile: 916-669-4499

FILED
Superior Court of California
County of Los Angeles

SEP 30 2015

Sherri R. Carter, Executive Officer/Clerk
By C. Brooks Cutter, Deputy
B. Burns Tucker

9
10 Attorneys for all Plaintiffs herein

By Fax

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14 **CENTRAL CIVIL WEST**

15 Coordinated Proceeding
16 Special Title (Rule 3.550)
17 **IN RE SKECHERS USA PRODUCT CASES**

Case No. JCCP4787 / BC476903 (Lead)

[Assigned for all Purposes to : The Hon. Elinor M. Berle, Dept. 323]

18
19 **KATHY BARTEK, et al.,**
20 **Plaintiffs,**

**[Proposed] ORDER ESTABLISHING
QUALIFIED SETTLEMENT FUND FOR
SETTLEMENT AND RESOLUTION
PROGRAM AND TO
APPOINT QSF ADMINISTRATOR**

21 vs.

Date: To be determined
Time: To be determined
Dept: 323

22 **SKECHERS USA, INC, a Delaware corporation;**
23 **SKECHERS USA, INC. II, a Delaware**
corporation; SKECHERS FITNESS GROUP, an
24 **entity unknown; and DOES 1 to 50, Inclusive,**

Complaint filed: January 12, 2012
Trial date: March 9, 2015

25 **Defendants.**

26 **AND RELATED CASES.**
27
28

1 Upon the Motion to Establish Qualified Settlement Fund (the "Motion"), and for good cause
2 shown, the Court hereby enters the following orders with respect to establishing the Qualified
3 Settlement Fund Administrator and related matters:

- 4 1. The Estey Bomberger Skechers Settlement Fund (the "Fund") is established as a
5 Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1 and pursuant
6 to the jurisdiction conferred on this Court by Treas. Reg. § 1.468B-1(c)(1).
- 7 2. Providio MediSolutions LLC ("Providio"), is hereby appointed as Administrator of the
8 Fund (the "QSF Administrator") pursuant to the terms of the Settlement Agreement and
9 the Motion, and is hereby granted the authority to conduct any and all activities
10 necessary to administer the Fund as described in the Settlement Agreement and Motion.
- 11 3. Providio as the QSF Administrator is authorized to segregate settlement funds if
12 necessary, distribute all attorney fees and litigation expenses, and invest the funds as set
13 forth within the accompanying Motion.
- 14 4. Providio as the QSF Administrator is authorized to make distributions of the Fund
15 consistent with the terms of the Settlement Agreement and the accompanying Motion.
- 16 5. Providio as the QSF Administrator is authorized upon final distribution of all monies
17 paid into the Fund, to take appropriate steps to wind down the Fund and thereafter
18 discharging the QSF Administrator from any further responsibility with respect to the
19 Fund.
- 20 6. The Fund shall be held at The Huntington National Bank ("the Bank"), according to the
21 terms, conditions and restrictions of this Order and the accompanying Motion.
- 22 7. No bond is required for the QSF Administrator, provided that all monies received by the
23 Fund from the Defendant pursuant to the Settlement Agreement shall be deposited by
24 the QSF Administrator in an account held in custody at the Bank, for the benefit of and
25 titled in the legal name of the Fund and invested in instruments/securities comprised of:
26 (a) United States Agency, Government Sponsored Enterprises or Treasury securities or
27 obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent
28 securities including SEC registered money market funds and/or collateralized money

1 market accounts; (c) deposit and similar interest-bearing, or non-interest bearing
2 accounts subject to Federal Depository Insurance Corporation protections as
3 available; and/or (d) Investment Grade Corporate Bonds (investments are restricted to
4 senior debt only and a minimum credit rating of AA- by S&P or Aa3 by Moody's)

- 5 8. QSF Administrator shall be responsible for any and all investment related decisions
6 such that the following investment policy is implemented: (1) safety of principal; (2)
7 zero bank balance exposure; and/or (3) the use of zero sweep disbursement accounts.

8 The Bank shall not be allowed to distribute any income or principal from the Fund
9 except upon instructions of the QSF Administrator, or, if requested, upon the order of
10 this Court upon the motion of Counsel or the QSF Administrator. The QSF
11 Administrator retains the right to remove the Bank, and may designate a replacement
12 bank, upon the written consent of Counsel. In the event of such replacement, the terms
13 and conditions of this Order, including, without limitation, those addressing bond
14 requirements, investments, and distributions from the Fund, shall apply to any such
15 replacement bank.

- 16 9. The QSF Administrator shall not be liable for any losses as a result of investing the
17 Settlement Funds as directed by the Court. Any such losses shall not be recoverable
18 from Counsel, the Defendant or any settling Plaintiffs and/or their counsel, none of
19 whom shall have any responsibility for the QSF Administrator's and the Bank's
20 performance. Receipt and/or investment of the Settlement Funds shall be confirmed to
21 Counsel by the QSF Administrator as soon as practicable by account statement or other
22 reasonable method not to exceed 15 days from receipt of the Settlement Funds by the
23 Bank.

- 24 10. The QSF Administrator is authorized to effect qualified assignments of any resulting
25 structured settlement liability or similar vehicle within the meaning of Section 130(c) of
26 the Internal Revenue Code to the qualified assignee, and to take all actions as provided
27 in the Motion filed with this Court by Counsel, following the terms of the Settlement
28 Agreement.

1 11. Upon final distribution of all monies paid into the QSF, the QSF Administrator shall
2 take appropriate steps to wind down the QSF and thereafter shall be discharged from
3 any further responsibility with respect to the QSF.

4 IT IS SO ORDERED,

5 Date: *Sept. 30, 2015*

JMR
Judge of the Superior Court

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SUPERIOR COURT, COUNTY OF LOS ANGELES		FOR COURT USE ONLY
TITLE OF CASE (Abbreviated) Bartek, et al v. Skechers et al		
ATTORNEY(S) NAME AND ADDRESS TELEPHONE Stephen J. Estey, Esq. 619-295-0035 ESTEY & BOMBERGER, LLP 619-295-0172 2869 India Street San Diego, CA 92103		
ATTORNEY(S) FOR: Plaintiff	HEARING: DATE-TIME-DEPT	CASE NUMBER JCCP4787 / BC476903

DECLARATION OF SERVICE [C.C.P. §§ 1013A and 2015.5]

I, the undersigned, declare:

I am, and was at the time of service of the papers herein referred to, over the age of 18 years, and not a party to this action. My business address is 2869 India Street, San Diego, CA 92103.

I served the following document(s): **ORDER ESTABLISHING QUALIFIED SETTLEMENT FUND FOR SETTLEMENT AND RESOLUTION PROGRAM AND TO APPOINT QSF ADMINISTRATOR** to the parties in this action addressed as follows:

****See Attached Service List****

BY MAIL: I placed a true copy in a sealed envelope addressed as indicated on the attached Service List, on October 5, 2015. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

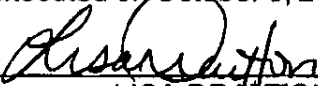
BY FACSIMILE: I delivered a copy of the attached documents via facsimile transmission to the parties indicated on the attached Service List.

BY PERSONAL SERVICE: I caused a true copy of the above-described document(s) to be personally served on the parties indicated on the attached Service List on October 5, 2015.

BY OVERNIGHT MAIL: I caused such documents to be delivered via _____ to the counsel indicated on the attached Service List on October 5, 2015, with delivery to be made the following business day.

BY ELECTRONIC SERVICE: I sent an electronic copy of the above-referenced documents to be served on the counsel indicated on the attached Service List via Case Anywhere, LLC, on October 5, 2015.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on October 5, 2015, at San Diego, California.



 LISA DRAYTON

Bartek, et al. v. Skechers USA, Inc., et al.

SERVICE LIST

<p>Jon P. Kardassakis, Esq. Joseph C. Owens, Esq. Lewis Brisbois Bisgaard & Smith LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Tele: (213) 250-1800 / Fax: (213) 250-7900 Attorneys for Defendants Skechers U.S.A., Inc., Skechers U.S.A., Inc. II and Skechers Fitness Group</p>	<p>Daniel M. Petrocelli, Esq. Jeffrey A. Barker, Esq. Justine M. Daniels, Esq. O'Melveny & Myers, LLP 1999 Avenue of the Stars, 7th Floor Los Angeles, CA 90067 Tele: (310) 553-6700 / Fax: (310) 246-6779 Attorneys for Defendants Skechers U.S.A., Inc., Skechers U.S.A., Inc. II and Skechers Fitness Group</p>
<p>C. Brooks Cutter, Esq. Lauren Manning, Esq. Kershaw Cutter & Ratinoff, LLP 401 Watt Avenue Sacramento, CA 95864 Attorneys for Plaintiffs Anderson, et al.; Bartek, et al.; Bollinger, et al.; Bolo, et al.; Day, et al.; De Flamenco, et al.; Elsby, et al.; Encinias, et al.; Fisher, et al.; Hashemi, et al.; Kelley, et al.; Kuzdzal, et al.; Lewis, et al.; Luna, et al.; Maurer; MacDonald, et al.; McCall, et al.; Oakes, et al.; Penna, et al.; Perkins, et al.; Phillips, et al.; Repinski, et al.; Rocha, et al.; Segura, et al.; Sholtis, et al.; Stevens, et al.; Tatro, et al.; Vaughn, et al.; Weber, et al.; Zack, et al.</p>	<p>Richard W. Schulte, Esq. Stephen D. Behnke, Esq. WRIGHT & SCHULTE, LLC 812 East National Road Dayton, OH 45377 F: (937) 435-7511 Attorneys for Plaintiffs Arredondo, et al.; Cannon, et al.; Echols, et al.; Fecu, et al.; Fitting, et al.; Jimenez, et al.; Quinn, et al.; Ross, et al.; Sherwood, et al.; Walker, et al.; Wilson, et al.</p>
<p>[Intentionally Left Blank]</p>	<p>Martin D. Crump, Esq. Trevor B. Rockstad, Esq. DAVIS & CRUMP, PC 1712 15th Street, Suite 300 Gulfport, MS 39501 F: (228) 864-0907 Attorneys for Plaintiffs Arredondo, et al.; Cannon, et al.; Echols, et al.; Fecu, et al.; Fitting, et al.; Quinn, et al.; Ross, et al.; Walker, et al.; Wilson, et al.</p>
<p>Leonard S. Sands, Esq. Heleni E. Suydam, Esq. Kris Demirjian, Esq. Sands & Associates 232 North Canon Drive, 1st Floor Beverly Hills, CA 90210 Tele: (310) 859-6644 / Fax: (310) 492-0397 Attorneys Plaintiff Jose Fernandez</p>	<p>Stephen C. Ball, Esq. Ball & Bonholtzer 300 North Lake Avenue, Suite 1000 Pasadena, CA 91101 (626) 793-2117 Attorneys for Ronald Lew and Mamie Lew</p>

<p>Ronald E. Johnson, Esq. (<i>Pro Hac Vice</i>) Schachter, Hendy & Johnson, P.S.C. 909 Wright's Summit Parkway, Suite 210 Fort Wright, KY 41011 F: (859) 578-4440 Attorney for Plaintiffs Bolo, et al.; Freshwater, et al.; McDonald, et al.</p>	<p>Edward B. Mulligan, Esq. (<i>Pro Hac Vice</i>) Cohen & Malad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204 F: (317) 636-2593 Attorney for Plaintiffs Brownwood; Maurer</p>
<p>John. P. Kristensen David L. Weisberg Kristensen Weisberg, LLP 12304 Santa Monica Boulevard, Suite 221 Los Angeles, CA 90025 (310) 507-7924 Fax: (310) 507-7906 Attorneys for Plaintiffs Razo, et al., Shirl Cook, and Haviland, et al.</p>	<p>Steven L. Weiner, Esq. Law Offices of Steven L. Weiner 1646 North California Boulevard, Suite 330 Walnut Creek, CA 94596 (925) 838-7510 Fax: (925) 279-2214 Attorneys for Plaintiffs Michele Kopulsky</p>
<p>Raymond D. McElfish, Esq. McElfish Law Firm 1112 North Sherbourne Drive West Hollywood, CA 90069 (310) 659-4900 Fax: (310) 569-4926 Attorneys for Plaintiffs Quintana, et al.</p>	<p>Christopher J. Gansen Gansen Law Group 11111 Santa Monica Boulevard, Suite 100 Los Angeles, CA 90025 (747) 201-5625 Fax: (747) 214-1170 Attorneys for Plaintiffs, Haviland, et al.</p>
<p>Timothy Sottile, Esq. Sottile & Baltaxe 4333 Park Terrace Drive, Suite 160 Westlake Village, CA 91361 (818) 889-0050 Attorneys for Ronald Lew and Mamie Lew</p>	<p>Albie B. Jachimowicz Jachimowicz, Pointer & Emanuel 2007 West Hedding Street, Suite 100 San Jose, CA 95128 (408) 246-5500 Fax: (408) 246-1051 Attorneys for Nicholson, et al.</p>
<p>Paul W. Ralph, Esq. Law Offices of Paul W. Ralph 500 North State College Boulevard, Suite 1100 Orange, CA 92868 (714) 919-4415 Attorney for plaintiff Doyle Sherman</p>	<p>Joseph M. Barrett, Esq. Kabatech, Brown, Kellner, LLP 644 South Figueroa Street Los Angeles, CA 90017 (213) 217-5000 Attorneys for Plaintiff Frances Grant</p>
<p>Bahar Dejbani, Esq. Khorrami, LLP 444 South Flower Street, 33rd Floor Los Angeles, CA 90071 (213) 596-6010 Attorneys for Plaintiffs Arredondo, et al.; Walker, et al.; Ross, et al.; Echols, et al.</p>	<p>[Intentionally left blank]</p>