

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION**

**IN RE: SKECHERS TONING SHOE  
PRODUCTS LIABILITY LITIGATION**

**Master File No. 3:11-MD-2308-TBR  
MDL No. 2308**

**THIS DOCUMENT RELATES TO ALL  
CASES**

**THOMAS B. RUSSELL  
U.S. SENIOR DISTRICT JUDGE**

**ORDER ESTABLISHING MDL SETTLEMENT QUESTIONNAIRE  
AND MEDIATION PROCESS**

Having heard and considered the oral motion of the Plaintiffs' Steering Committee and the Defendants to establish a settlement questionnaire and mediation process, the Court finds such motion to be well taken and is hereby GRANTED as follows:

1. In order to facilitate resolution of all claims asserted and that may in the future be asserted against Defendants, the litigation in this proceeding will be stayed for a period of seven months, beginning from the date on which this Order is entered (the "Stay").
2. During the Stay, the limitations periods on all claims against Defendants will be tolled by agreement of the parties. The terms of such tolling agreement are set forth in the document entitled "Tolling Agreement" attached hereto as Exhibit A.
3. Defendants' obligation to respond to Plaintiffs' currently pending discovery requests is stayed for the duration of the Stay. Defendants shall respond to such discovery within 30 days from the date of the Court's order lifting the Stay.
4. Additionally, during the Stay, each Claimant shall submit to Defendants a sufficiently completed and executed MDL Settlement Questionnaire ("Questionnaire") the form of which is attached hereto as Exhibit B, and Defendants shall analyze each submitted form, according to the following schedule:

- a. Within 30 days of entry of this Order, Counsel for Claimants shall have produced a total of at least five hundred (500) sufficiently completed and executed Questionnaires;
  - b. Within 60 days of entry of this Order, Counsel for Claimants shall have produced a total of at least fifteen hundred (1500) sufficiently completed and executed Questionnaires;
  - c. Within 90 days of entry of this Order, Counsel for Claimants shall have produced sufficiently completed and executed Questionnaires for all remaining claims, whether unfiled, tolled, or filed.
  - d. Within 180 days of entry of this Order, Defendants shall analyze all Questionnaires that have been submitted and the parties shall schedule a mediation to take place no later than 210 days from the entry of this Order.
5. The following provisions shall be intended to ensure compliance with this Order and to provide a mechanism for addressing failure of Claimants to provide Questionnaires according to the schedule set forth herein:
- a. **FILED CASES:** Any claimant with a case pending in MDL No. 2308 who has not provided a sufficiently completed and executed Questionnaire within 60 days of entry of this Order, may be subject to having his or her claims dismissed. If Defendants have not received a sufficiently completed and executed Questionnaire by this date, Defendants will send a Notice of Overdue Questionnaire to the Plaintiff's counsel, identifying the overdue Questionnaire and stating that, unless the Plaintiff complies with this Order, the case may be subject to dismissal. If Defendants have not received the requested Questionnaire within 21 days after serving the Plaintiff with a Notice of

Overdue Questionnaire, Defendants may move the Court for an order dismissing the Plaintiff's complaint with prejudice. Plaintiff shall then have 14 days from the date of Defendants' motion to file a response certifying that the Plaintiff has served upon Defendants a sufficiently completed and executed Questionnaire and attaching appropriate documentation of submission. If a Plaintiff files such a certification, the Plaintiff's claim shall not be dismissed, but if he or she does not file such a certification, the case shall be dismissed without further argument or motion.

- b. **UNFILED CASES:** As stated in the Tolling Agreement, if a Claimant who is subject to tolling does not submit a sufficiently completed and executed Questionnaire within 90 days of entry of this Order, Defendants will send a Notice of Overdue Questionnaire to the Claimant's counsel, identifying the overdue Questionnaire and stating that, unless the Claimant complies with this Order, the case will be removed from the Tolling Agreement. If Defendants have not received the requested Questionnaire within 14 days after serving the Plaintiff with a Notice of Overdue Questionnaire, Defendants may send a Notice of Removal from Tolling Agreement to the Claimant's counsel, advising the Claimant that he or she will be removed from the tolling agreement if a Questionnaire is not submitted within 14 days. Claimant shall then have 14 days from the date of Defendants' Notice of Removal from Tolling Agreement to submit a sufficiently completed and executed Questionnaire. If a sufficiently completed and executed Questionnaire is not submitted within this 14-day period, the Claimant shall be removed from the Tolling Agreement at the expiration of this period. As stated in the Tolling Agreement, a Claimant who is removed from the Tolling Agreement for failure to comply with this Order shall enjoy an additional

30 days of tolling within which to file his or her claim. In any case pending at the time of entry of this Order in which a Plaintiff's Fact Sheet has not yet been submitted pursuant to this Court's prior Order Establishing Plaintiff's Fact Sheet (DN 71, 75), such obligations are stayed for the duration of the Stay. If these cases are not resolved at the expiration of the Stay, Plaintiffs shall be required to submit completed Plaintiff's Fact Sheets within thirty days from the date of the Court's order lifting the Stay.

6. The parties must meet and confer regarding any alleged deficiencies in a submitted Questionnaire and are encouraged to resolve all disputes regarding deficiencies insofar as possible. In the event that any deficiency cannot be resolved informally by the parties, the dispute shall be submitted to and decided by Professor Francis McGovern according to the following schedule:
  - a. Within 10 days of receiving each Questionnaire, Defendants shall identify any deficiencies that they believe exist in the Questionnaire and present these deficiencies to the Claimant's counsel, advising that the deficiency must be cured within 14 days;
  - b. If the alleged deficiencies are not cured within 14 days of Claimant's counsel being presented with notice of the alleged deficiencies, Defendants may present these deficiencies in writing to Professor McGovern, with a copy to Claimant's counsel.
  - c. Professor McGovern shall consider the disputed deficiencies and shall issue a decision on each deficiency. This decision shall be binding on the parties.
7. The members of the Plaintiffs' Steering Committee have agreed to participate in the procedure outlined in this Order. Any other counsel representing clients who wish to participate in the process set forth in this Order shall file a notification with the Court

advising that their clients will participate in this process. This notification shall be submitted once for all clients represented by specific counsel. If counsel does not file such a notification electing to have their clients participate in this process, clients represented by that counsel shall not be bound by the requirements of this Order.

# **Exhibit A**

**TOLLING AGREEMENT**

This is a Tolling Agreement (the “Agreement”) between the Claimants listed on Exhibit 1 (“Claimants”) (which Exhibit shall include the Claimant’s full name and the last four digits of the Claimant’s Social Security Number or date of birth), by and through their counsel WRIGHT & SCHULTE, LLC and DAVIS & CRUMP, P.C., with potential claims involving Skechers Shape-ups (“Shape-ups”), and SKECHERS USA, INC.; SKECHERS USA, INC., II and SKECHERS FITNESS GROUP their parent corporations, subsidiaries, divisions, and their successors and assigns (hereinafter referred to collectively as the potential “Skechers defendants”), by and through their counsel, DINSMORE & SHOHL, LLP. The Claimants and potential Skechers defendants will be referred to collectively as the “Parties”.

WHEREAS, the Claimants listed in Exhibit 1 and their counsel desire to cooperate with the potential defendants in resolving any potential disputes between the parties;

WHEREAS in order to facilitate an orderly process of investigation and inspection, and in an attempt to avoid immediate and potentially unnecessary litigation, the Parties wish to toll the statute of limitations applicable to all potential plaintiffs listed on Exhibit 1 for a reasonable period of time as described herein;

NOW THEREFORE in consideration of the mutual promises and agreements made herein, the potential plaintiffs and the potential Skechers defendants agree as follows:

1. The term of this tolling agreement shall be seven (7) months.
2. Claimants expressly adopt and agree to be bound by the terms of this Agreement.

The sole and exclusive purpose of this Agreement is to provide the Parties with a vehicle to reasonably evaluate Claimants’ claims against the potential Skechers defendants, review supporting documentation, and determine whether or not settlement discussions would be productive. The Agreement may not be used for any other purpose.

3. The effective date of the Agreement shall be the earliest date this Agreement is signed by counsel for the both of the Parties, which shall occur within seven (7) days of the entry of the Court's Order Establishing MDL Settlement Questionnaire and Mediation Process.

4. The potential Skechers defendants, for themselves, their successors, assigns and/or insurers, agree that the running of any statutes of limitations that apply in this matter shall be suspended for the "Time Period," which is defined as the period of time commencing on the effective date of the Agreement through and including either: (1) seven months from the effective date of the Agreement or any other date agreed to in writing by the Parties; or (2) the effective date of the termination of the Agreement, whichever is earlier. The suspension of the applicable statute of limitations is operative as to any claim or cause of action in any way connected with, arising out of, or related to the alleged injuries caused by Shape-ups that may be brought against the potential Skechers defendants. The potential Skechers defendants, for themselves, their successors, assigns and/or insurers, expressly waive and relinquish any right to assert that the time prescribed by the applicable state's statute of limitations has expired during the Time Period, as defined herein, to bar the claims brought or to be brought by the Claimants, or any Estate, spouse or child of a Claimant with a proper derivative or direct claim.

5. The potential Skechers defendants affirmatively agree not to assert a statute of limitations defense concerning the time period in which the tolling agreement is in effect against any Claimant, or any Estate, spouse or child of a Claimant with a proper derivative or direct claim, included in the tolling agreement.

6. The Parties through their counsel may agree in writing to extend the Time Period.

7. The potential Skechers defendants expressly reserve and do not waive or relinquish their right to assert that the statute of limitations, laches, or other equitable defenses expired prior to the date of the commencement of the Agreement, nor do the Claimants waive or relinquish their right to assert that the statute of limitations, laches or other equitable defenses did not expire prior to the date of commencement of this Agreement. The Parties expressly agree that the Agreement shall not in any manner revive any claims or causes of action that had already become barred by the applicable statute of limitations, laches or other equitable defenses as of the effective date of this Agreement.

8. The Parties agree that any party to the Agreement may terminate the Agreement for any reason upon thirty (30) days prior written notice to opposing counsel. The termination of the Agreement shall be effective upon the expiration of thirty (30) days after the written notice is received by opposing counsel. Notwithstanding any other provision to the contrary, the tolling of any statute of limitations pursuant to the Agreement shall thereafter continue for a period of 90 days from the effective date of the termination. This additional 90 days of tolling will also occur upon the natural termination of the tolling agreement, as provided by Paragraph 1.

9. In addition to natural termination of the tolling agreement provided by Paragraph 1 and the express termination by a party provided by Paragraph 8, a claimant may also be removed from the Tolling Agreement pursuant to Paragraph 5(b) of the Order Establishing MDL Settlement Questionnaire and Mediation Process. In the event that a claimant is removed pursuant to Paragraph 5(b) of that Order, he or she will have an additional 30 days of tolling within which to file his or her claim.

10. The Claimants listed on Exhibit 1 agree that, during the term of the Agreement, they will not file any civil action in any state or federal court against any of the potential Skechers defendants, relating to claims or causes of action that are the subject of the Agreement, without giving the potential Skechers defendants at least thirty (30) days' notice in writing of their intention to file the suit. During such thirty (30) day period in advance of litigation being filed, or at any time the Agreement is in effect, upon reasonable request, counsel for the Claimants agrees to confer with counsel for the potential Skechers defendants to discuss the potential claims that are to be the subject of the litigation.

11. No provision of the Agreement shall operate to toll or suspend any statute of limitations or laches for the benefit of any person or entity who is not a party to the Agreement or has not accepted the terms of the Agreement, with the exception of any family members (including spouse, domestic partner, and/or significant other) heirs, Estate or wrongful death beneficiaries, of a Claimant who has accepted the terms of the Agreement, provided that person would be entitled to seek loss of consortium damages under the law applicable to the Claimant's potential case.

12. Within 30 days of the effective date of this agreement, Claimants' counsel may add additional Claimants to this agreement only if accompanied by a declaration that Counsel represented the additional Claimant prior to the effective date of this Agreement. Such Claimants may be added by sending the name(s) of said Claimants, along with the written declaration of representation, to counsel for the potential Skechers defendants via email. All terms of this agreement shall become applicable to additional Claimant(s) when such notification is sent. The Agreement is not and shall not be construed by any person, party, court or authority as an admission of law or facts relating to any possible claims or causes of

action, or the applicability or effect of any statute of limitations or doctrine of laches. The parties agree that the Agreement is protected by Rule 408 of the Federal Rules of Evidence.

13. The execution and delivery of the Agreement and the purposes accomplished hereby have been duly authorized by respective counsel for Claimants, and Skechers, and the undersigned have been duly authorized to execute the Agreement on behalf of their respective clients.

14. The Parties agree that the only remedy for breach of the Agreement is the termination of the entire Agreement pursuant to the provisions above. Any such termination shall not serve to invalidate the tolling period which has transpired for that period of time prior to the termination.

SIGNED: \_\_\_\_\_, 2014

SIGNED: \_\_\_\_\_, 2014

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*Counsel for the Claimants*

# **Exhibit B**



D. Have you, within the last (10) years, ever filed a worker’s compensation claim(s) or a social security disability claim(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, state for each claim, the year the claim was filed, where it was filed and the nature of your disability:

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**III. MEDICAL, PROVIDER, TREATMENT AND HOSPITALIZATION INFORMATION**

A. Provide the following information for each doctor, clinic, hospital, or other healthcare provider that you have seen or who has treated you in the five (5) years prior to the incident until present: Name, specialty, telephone number, and address. If the healthcare provider provided any treatment for the injuries you claim are the result of your use of Skechers Toning Shoes, please indicate in the far right column:

Name	Specialty	Telephone Number	Address	Check this box if treated for Incident Related Injury


\*\*Please attach additional sheets as necessary\*\*

B. Provide the following information for each pharmacy at which you have obtained a prescription in the five (5) years prior to the incident until present:

Name	Telephone Number	Address

C. Height \_\_\_\_\_ D. Weight at time of Incident \_\_\_\_\_ E. Shoe Size \_\_\_\_\_

**IV. TONING SHOE ACQUISITION INFORMATION**

A. State the following for the Toning Shoes you claim caused your injuries, including:

1. Brand Name: \_\_\_\_\_
2. Style Number: \_\_\_\_\_
3. Color(s): \_\_\_\_\_

4. If you are unable to provide the above information, please check the appropriate box stating the reason you cannot provide the information:

I no longer have the Toning Shoes or other materials that would contain this information

I have the Toning Shoes but the information is not legible on the Toning Shoes

Other \_\_\_\_\_

B. How did you obtain the Skechers Toning Shoes involved in the incident alleged herein?

Purchase: \_\_\_\_\_

Gift: \_\_\_\_\_

C. Please provide the following regarding the acquisition of your Skechers Toning Shoes:

1. Date of purchase or receipt of shoes: \_\_\_\_\_

2. Name of Retailer, and city and state of retail location, if purchased: \_\_\_\_\_  
\_\_\_\_\_

3. Purchase price, if known: \_\_\_\_\_

**V. USE OF SKECHERS TONING SHOES**

A. Did the Skechers Toning Shoes involved in the Incident come with any brochures, package inserts, or DVD(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

B. Do you have possession or control of your Skechers Toning Shoes or the original box, packaging, booklets, brochures or DVDs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, check the box for each of the following that you have in your possession, custody or control:

Skechers Toning Shoes

Booklets

Packaging

Brochures

Original Box

DVDs

Other \_\_\_\_\_

C. Did you, prior to the Incident, experience any near falls, falls, slipping, or tripping while wearing Skechers Toning Shoes, that you attributed to your Skechers Toning Shoes?

Yes

No

**VI. THE INCIDENT**

A. Do you claim that any physical, emotional or psychological injuries, illnesses and/or conditions have resulted from your use of Skechers Toning Shoes? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, describe the nature of the injuries, illnesses or conditions:

\_\_\_\_\_

B. Have you sustained any injury from one or more falls or other traumatic event that you believe was caused by your use of Skechers Toning Shoes: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes,

1. State the date and time of the fall(s) or traumatic event(s) \_\_\_\_\_

2. Describe the location of the fall(s) or other traumatic event, whether you were indoors or outdoors, and what type of surface you were on at the time of the Incident

\_\_\_\_\_

3. Describe the Incident in detail, including the activity in which you were engaged in at that time, and the nature of the fall:

\_\_\_\_\_

\_\_\_\_\_

C. Have you sustained a chronic injury (i.e. stress fractures, joint, tendon or ligament injuries, or any other type of injury that was not the result of a fall) that you believe was caused by your use of Skechers Toning Shoes? Yes \_\_\_\_\_ No \_\_\_\_\_

1. If Yes, describe in detail the chronic injury you claim that you sustained, and the date on which you first began to experience any symptoms you believe are related to the chronic injury:

\_\_\_\_\_

\_\_\_\_\_

2. If Yes, have you used, worn or owned any other brand of Toning Shoes, other than Skechers Toning Shoes, and if so, state the name brand of Toning Shoes: \_\_\_\_\_

3. If Yes, approximately how many times did you use Skechers Toning Shoes prior to the Incident? \_\_\_\_\_

4. How many hours per day? \_\_\_\_ 5. Days per week? \_\_\_\_ 6. How many months? \_\_\_\_\_

**VII. DAMAGE CLAIMS**

- A. Have you incurred any medical expenses—including amounts billed or paid by insurers and other third party payors—which you claim are related to the Incident and/or any injury(ies) allegedly caused by your use of the Skechers Toning Shoes? Yes \_\_\_\_\_ No \_\_\_\_\_.

If Yes, to the best of your knowledge state the total amount of such medical expenses at this time \$ \_\_\_\_\_

- B. Do you claim or expect to claim that you lost earnings as a result of the Incident and/or any injury(ies) allegedly caused by your use of the Skechers Toning Shoes? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, to the best of your knowledge state the total amount of income you claim to have lost as a result of the Incident and/or any injury(ies) allegedly caused by your use of the Skechers Toning Shoes \$ \_\_\_\_\_

**VIII. PRODUCTION OBLIGATIONS**

1. Produce a copy of all of your medical records that are currently in your possession, custody or control.
2. If your injury occurred at work or you are making a lost wages claim, produce a copy of all employment records that are currently in your possession, custody or control.
3. If you are making a claim for lost wages, produce any documents substantiating any wage loss claims that are currently in your possession, custody or control.
4. If you have made a claim in the last 10 years, produce a copy of all social security and workers compensation records that are currently in your possession, custody or control.
5. Produce a copy of proof of purchase of the Skechers Toning shoes, or any brochure, hangtags, DVDs, instructional materials, marketing materials, or other documents that were packaged or included with the Skechers Toning Shoes that are currently in your possession, custody or control.
6. **Authorizations:** Plaintiff will produce duly executed authorizations, attached both hereto and to the Court's Order Establishing Plaintiff's Fact Sheet (DN 75), and any, other authorizations necessary to obtain Plaintiff's medical records. Plaintiff will also produce duly executed authorizations for employment, disability and workers compensation records if Plaintiff's injury occurred at work or if Plaintiff is making a claim for lost wages or has filed a disability or workers compensation claim in the past ten years. If plaintiff is claiming any psychological or emotional injury, Plaintiff will also produce a duly executed authorization for the release of Plaintiff's psychological records.
7. **Plaintiff will provide photographs of the Skechers Toning Shoes involved in the incident, if the claimant has possession of the shoes.** Defendants shall attempt to gain all information necessary from the pictures provided. However, Defendants may request one or more of the following pictures, if necessary:

- (1) one picture showing the outside, side view of the full width of the left shoe (with all logos/text visible);
- (2) one picture showing the outside, side view of the full width of the right shoe (with all logos/text visible);
- (3) one picture of the front/top view of both shoes showing the front of the tongues and any logos/text on them;
- (4) one picture clearly showing the text of the label inside of the left shoe's tongue;
- (5) one picture of the back end of both shoes showing any logos/text;
- (6) one picture of the bottom of the left shoe showing any logos/text on the sole;

(7) one picture of the bottom of the right shoe showing any logos/text on the sole.

Photographs will be produced with the completed claim form with which they are associated, which will provide sufficient identifying information. Any photographs that are produced separate from their associated claims form will be identified in the attendant cover email.

8. Skechers may request that Plaintiff's Skechers Toning Shoes be produced for inspection. Upon request, Plaintiff shall make the Skechers Toning Shoes available for inspection at the office of Richard Schulte or Martin Crump within 30 days of the request.

Failure to substantially comply with Request No. 7 is not sufficient grounds to invoke the procedures in Paragraph 5 of the Court's Order Establishing MDL Settlement Questionnaire and Mediation Process.

**IX. DECLARATION**

I declare under penalties of perjury under the laws of the United States and the state in which I currently reside that I have carefully reviewed this Questionnaire and that all information provided in this Questionnaire is true and correct to the best of my knowledge, information and belief formed after a reasonable inquiry. I understand that I am under an obligation to supplement these responses.

Date:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**HIPAA COMPLIANT AUTHORIZATION FOR USE AND DISCLOSURE  
OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION**  
(Psychological Injury Claimed)

**Person/Entity from Whom  
Records are Requested:**

\_\_\_\_\_  
Provider Name ("Provider")

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

**Patient:**

\_\_\_\_\_  
Patient Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

**Information Authorized To Be Disclosed:** I authorize the Provider to furnish copies of my entire medical record and all of my individually identifiable health information, including, without limitation:

- medical reports
- CT scans
- MRA films
- prescription records
- employment records
- medical bills
- blood tests
- X-rays
- correspondence
- echocardiographic recordings
- wage records
- pathology specimens
- radiographic films
- MRI films
- progress notes
- written statements
- disability records

and other documents in your possession including records from other providers, including records for treatment of psychological, psychiatric or emotional problems, to the following representative of the defendants in the litigation captioned *In re: Skechers Toning Shoe Product Liability Litigation*, MDL No. 2308 (W.D. Ky.), in which I am a plaintiff:

**Person To Whom Records  
Are To Be Disclosed:**

\_\_\_\_\_  
Name of Representative ("Requestor")

\_\_\_\_\_  
Representative Capacity

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

The records requester has agreed to pay reasonable charges made by the Provider to supply copies of such records.

**Purpose of Disclosure:** I am requesting this disclosure to allow these records to be used in connection with the litigation in which I am a plaintiff.

**Acknowledgements:**

I understand that this disclosure may include information relating to treatment of drug or alcohol abuse, mental health, psychiatric information, acquired immunodeficiency syndrome (AIDS), human immunodeficiency virus (HIV), sexually transmitted diseases, sickle cell anemia treatment, tuberculosis information, and genetic testing information.

I understand that if the persons or entities to whom I am asking that the Provider disclose this information are not covered by federal privacy regulations, then this information will no longer be protected under federal privacy law and could be subject to re-disclosure.

I understand that my signing or revocation of this authorization will not affect my health care treatment or eligibility for payment under my health plan.

**Term and Revocation:** This authorization shall be considered as continuing in nature until a final, non-appealable judgment has been entered in the case I have brought. This authorization remains in full force and effect until such expiration, and further authorizes the Provider to release to the Requestor any additional records created or obtained by the Provider after the date hereof. I understand that I may revoke this authorization at any time by writing to the Provider at the Provider's above address, but my revocation will not apply to information that has already been released before the Provider receives notice of any revocation.

It is expressly understood by me that the Provider is authorized to accept a copy or photocopy of this authorization with the same validity as though an original had been presented to the Provider.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Patient or Personal Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

This authorization is not valid unless the records Requester named above has executed the following acknowledgement:

ACKNOWLEDGEMENT

The undersigned, as the record requester named in the above medical authorization, hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the attorney for the patient named in the foregoing medical authorization has been given notice that the authorization will be used to request records from the person or entity to whom it is addressed, if named in Plaintiff's Fact Sheet; or, if the authorization is addressed to a third party not listed in Plaintiff's Fact Sheet, the attorney for the patient named has been given ten (10) days advance notice and has been afforded an opportunity to object to the request, and any objections have been resolved. The attorney for the patient named in the foregoing medical authorization has also been afforded an opportunity to order copies of the records from the undersigned requestor at a reasonable cost.

\_\_\_\_\_

**HIPAA COMPLIANT AUTHORIZATION FOR USE AND DISCLOSURE  
OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION**  
(No Psychological Injury Claimed)

**Person/Entity from Whom  
Records are Requested:**

\_\_\_\_\_  
Provider Name ("Provider")

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

**Patient:**

\_\_\_\_\_  
Patient Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

**Information Authorized To Be Disclosed:** I authorize the Provider to furnish copies of my entire medical record and all of my individually identifiable health information, including, without limitation:

- medical reports
- CT scans
- MRA films
- prescription records
- employment records
- medical bills
- blood tests
- X-rays
- correspondence
- echocardiographic recordings
- wage records
- pathology specimens
- radiographic films
- MRI films
- progress notes
- written statements
- disability records

and other documents in your possession including records from other providers, except for records for treatment of psychological, psychiatric or emotional problems, to the following representative of the defendants in the litigation captioned *In re: Skechers Toning Shoe Product Liability Litigation*, MDL No. 2308 (W.D. Ky.), in which I am a plaintiff:

**Person To Whom Records  
Are To Be Disclosed:**

\_\_\_\_\_  
Name of Representative ("Requestor")

\_\_\_\_\_  
Representative Capacity

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

The records requester has agreed to pay reasonable charges made by the Provider to supply copies of such records.

**Purpose of Disclosure:** I am requesting this disclosure to allow these records to be used in connection with the litigation in which I am a plaintiff.

**Acknowledgements:**

I understand that this disclosure may include information relating to treatment of drug or alcohol abuse, acquired immunodeficiency syndrome (AIDS), human immunodeficiency virus (HIV), sexually transmitted diseases, sickle cell anemia treatment, tuberculosis information, and genetic testing information.

I understand that if the persons or entities to whom I am asking that the Provider disclose this information are not covered by federal privacy regulations, then this information will no longer be protected under federal privacy law and could be subject to re-disclosure.

I understand that my signing or revocation of this authorization will not affect my health care treatment or eligibility for payment under my health plan.

**Term and Revocation:** This authorization shall be considered as continuing in nature until a final, non-appealable judgment has been entered in the case I have brought. This authorization remains in full force and effect until such expiration, and further authorizes the Provider to release to the Requestor any additional records created or obtained by the Provider after the date hereof. I understand that I may revoke this authorization at any time by writing to the Provider at the Provider's above address, but my revocation will not apply to information that has already been released before the Provider receives notice of any revocation.

It is expressly understood by me that the Provider is authorized to accept a copy or photocopy of this authorization with the same validity as though an original had been presented to the Provider.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Patient or Personal Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

This authorization is not valid unless the records Requester named above has executed the following acknowledgement:

ACKNOWLEDGEMENT

The undersigned, as the record requester named in the above medical authorization, hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the attorney for the patient named in the foregoing medical authorization has been given notice that the authorization will be used to request records from the person or entity to whom it is addressed, if named in Plaintiff's Fact Sheet; or, if the authorization is addressed to a third party not listed in Plaintiff's Fact Sheet, the attorney for the patient named has been given ten (10) days advance notice and has been afforded an opportunity to object to the request, and any objections have been resolved. The attorney for the patient named in the foregoing medical authorization has also been afforded an opportunity to order copies of the records from the undersigned requestor at a reasonable cost.

\_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
FOR WESTERN DISTRICT OF KENTUCKY

IN RE: SKECHERS TONING SHOE :  
PRODUCT LIABILITY LITIGATION : MDL Docket No. 2308

AUTHORIZATION FOR RELEASE OF EMPLOYMENT  
AND UNEMPLOYMENT RECORDS  
(Psychological Injury Claimed)

To: \_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City, State and Zip Code

This will authorize you to furnish copies of all applications for employment, resumes, records of all positions held, job descriptions of positions held, salary and/or compensation records, performance evaluations and reports, statements and comments of fellow employees, attendance records, W-2's, workers' compensation files; all hospital, physician, clinic, infirmary, psychiatric, nurse and dental records, x-rays, test results, physical examination records; any records pertaining to claims made relating to health, disability or accidents in which I was involved including correspondence, reports, claim forms, questionnaires, records of payments made to me or on my behalf, and any other records relating to my employment with the above-named institution, including records for treatment of psychological, psychiatric or emotional problems, concerning

\_\_\_\_\_  
Name of Employee  
whose date of birth is \_\_\_\_\_ and whose social security number is  
\_\_\_\_\_.

You are authorized to release the above records to the following representatives of defendants in the above-entitled matter, who have agreed to pay reasonable charges made by you to supply copies of such records.

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Representative Capacity (e.g., attorney, records requester, agent, etc.)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

This authorization does not authorize you to disclose anything other than documents and records to anyone.

This authorization is not valid unless the record requester named above has executed the acknowledgement at the bottom of this authorization

This authorization shall be considered as continuing in nature and is to be given full force and effect to release information of any of the foregoing learned or determined after the date hereof. It is expressly understood by the undersigned and you are authorized to accept a copy or photocopy of this authorization with the same validity as through as original had been presented to you.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee or Guardian Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

ACKNOWLEDGEMENT

The undersigned, as the record requester named in the above medical authorization, hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the attorney for the patient named in the foregoing medical authorization has been given notice that the authorization will be used to request records from the person or entity to whom it is addressed, if named in Plaintiff's Fact sheet; or, if the authorization is addressed to a third party not listed in Plaintiff Fact Sheet, the attorney for the patient named has been given ten (10) days advance notice and has been afforded an opportunity to object to the request, and any objections have been resolved.

The attorney for the patient named in the foregoing medical authorization has also been afforded an opportunity to order copies of the records from the undersigned requestor at a reasonable cost.

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IN THE UNITED STATES DISTRICT COURT  
FOR WESTERN DISTRICT OF KENTUCKY

IN RE: SKECHERS TONING SHOE :  
PRODUCT LIABILITY LITIGATION : MDL Docket No. 2308

AUTHORIZATION FOR RELEASE OF EMPLOYMENT  
AND UNEMPLOYMENT RECORDS  
(No Psychological Injury is Claimed)

To: \_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City, State and Zip Code

This will authorize you to furnish copies of all applications for employment, resumes, records of all positions held, job descriptions of positions held, salary and/or compensation records, performance evaluations and reports, statements and comments of fellow employees, attendance records, W-2's, workers' compensation files; all hospital, physician, clinic, infirmary, nurse and dental records, x-rays, test results, physical examination records; any records pertaining to claims made relating to health, disability or accidents in which I was involved including correspondence, reports, claim forms, questionnaires, records of payments made to me or on my behalf, and any other records relating to my employment with the above-named institution, except for records for treatment of psychological, psychiatric or emotional problems, concerning

\_\_\_\_\_  
Name of Employee

whose date of birth is \_\_\_\_\_ and whose social security number is \_\_\_\_\_.

You are authorized to release the above records to the following representatives of defendants in the above-entitled matter, who have agreed to pay reasonable charges made by you to supply copies of such records.

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Representative Capacity (e.g., attorney, records requester, agent, etc.)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

This authorization does not authorize you to disclose anything other than documents and records to anyone.

This authorization is not valid unless the record requester named above has executed the acknowledgement at the bottom of this authorization

This authorization shall be considered as continuing in nature and is to be given full force and effect to release information of any of the foregoing learned or determined after the date hereof. It is expressly understood by the undersigned and you are authorized to accept a copy or photocopy of this authorization with the same validity as through as original had been presented to you.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee or Guardian Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

ACKNOWLEDGEMENT

The undersigned, as the record requester named in the above medical authorization, hereby declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the attorney for the patient named in the foregoing medical authorization has been given notice that the authorization will be used to request records from the person or entity to whom it is addressed, if named in Plaintiff's Fact sheet; or, if the authorization is addressed to a third party not listed in Plaintiff Fact Sheet, the attorney for the patient named has been given ten (10) days advance notice and has been afforded an opportunity to object to the request, and any objections have been resolved. The attorney for the patient named in the foregoing medical authorization has also been afforded an opportunity to order copies of the records from the undersigned requestor at a reasonable cost.