

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-8
 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SKECHERS U.S.A., INC.
 (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE 95-4376145
 (STATE OR OTHER JURISDICTION OF (I.R.S. EMPLOYER IDENTIFICATION NUMBER)
 INCORPORATION OR ORGANIZATION)

228 MANHATTAN BEACH BLVD.
 MANHATTAN BEACH, CALIFORNIA 90266
 (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES AND ZIP CODE)

AMENDED AND RESTATED
 1998 STOCK OPTION, DEFERRED STOCK
 AND RESTRICTED STOCK PLAN
 (FULL TITLE OF THE PLAN)

ROBERT GREENBERG
 CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE OFFICER
 SKECHERS U.S.A., INC.
 228 MANHATTAN BEACH BLVD.
 MANHATTAN BEACH, CALIFORNIA 90266
 (310) 318-3100
 (NAME AND ADDRESS OF AGENT FOR SERVICE)

COPIES TO:
 THOMAS J. POLETTI, ESQ.
 JEFFREY S. CANNON, ESQ.
 FRESHMAN, MARANTZ, ORLANSKI,
 COOPER & KLEIN
 9100 WILSHIRE BOULEVARD, SUITE 800 EAST
 BEVERLY HILLS, CALIFORNIA 90212
 TELEPHONE: (310) 273-1870
 FACSIMILE: (310) 274-8357

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: /X/

<TABLE>
 <CAPTION>

CALCULATION OF REGISTRATION FEE
 PROPOSED

TITLE OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM	OFFERING PRICE REGISTERED	OFFERING PER SHARE(1)	AMOUNT OF PRICE(1)	AMOUNT OF REGISTRATION FEE
<S> Class A Common Stock, \$.001 par value.....	<C> 1,390,715	<C> \$ 2.780	<C> \$ 3,866,188	<C> \$ 1,075	
Class A Common Stock, \$.001 par value.....	1,190,034	\$11.000	\$13,090,374	\$ 3,639	
Class A Common Stock, \$.001 par value(2)	2,634,405	\$ 5.625	\$14,818,529	\$ 4,120	
Total	5,215,154	\$31,775,091	\$ 8,834		

</TABLE>

- (1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) of the Securities Act of 1933, as amended.
- (2) Based upon the average of the high and low prices of the Class A Common Stock on September 10, 1999 in accordance with Rule 457(c) of the Securities Act of 1933.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The documents containing information specified in this Part I are being separately provided to the participants in the Amended and Restated 1998 Stock Option, Deferred Stock and Restricted Stock Plan as specified by Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The documents listed in (a) through (c) below have been filed with the Securities and Exchange Commission (the "Commission") by Skechers U.S.A., Inc. (the "Registrant") and are incorporated by reference into this Registration Statement:

(a) Prospectus dated June 9, 1999 including the Prospectus Supplement dated June 15, 1999, each filed pursuant to Rule 424(b) or the Securities Act of 1933, as amended (the "Securities Act").

(b) Quarterly Report on Form 10-Q for the quarter ending June 30, 1999, as filed with the Commission on August 11, 1999 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(c) The description of the Registrant's Class A Common Stock contained in Amendment No. 1 to the Registrant's Registration Statement on Form 8-A, as filed with the Commission on May 3, 1999 under the Exchange Act.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this registration statement indicating that all securities offered hereby have been sold, or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of the filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law allows for the indemnification of officers, directors and other corporate agents in terms sufficiently broad to indemnify such persons under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act. Article VIII of the Registrant's Amended and Restated Certificate of Incorporation and Article VII of the Registrant's Bylaws, as amended provide for indemnification of the Registrant's directors, officers, employees and other agents to the extent and under the circumstances permitted by the Delaware General Corporation Law. The Registrant has also entered into agreements with its directors and executive officers that will require the Registrant, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors to the fullest extent not prohibited by law to the extent such costs or expenses are not

covered by existing directors and officers insurance. The Registrant carries directors' and officers' liability insurance covering its directors and officers against liability asserted against or incurred by the person arising out of his or her capacity as an officer or director, including any liability for violations of the Securities Act or the Exchange Act, subject to some exclusions and coverage limitations.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

<TABLE>

<CAPTION>

Exhibit

Numbers Description

<S> <C>

4	Specimen Certificate of the Registrant's Class A Common Stock(1)
5	Opinion of Freshman, Marantz, Orlanski, Cooper & Klein
10.1	Amended and Restated 1998 Stock Option, Deferred Stock and Restricted Stock Plan(2)
10.2	Form of Stock Option Agreement
10.3	Form of Deferred Stock and Restricted Stock Agreement
23.1	Consent of Freshman, Marantz, Orlanski, Cooper & Klein (included in Exhibit 5)
23.2	Consent of KPMG LLP
24	Powers of Attorney (included on the signature page hereto)

</TABLE>

- (1) Incorporated by reference to Exhibit 4.1 of Amendment No. 2 to the Registrant's Registration Statement on Form S-1 (File No. 333-60065) as filed with the Commission on May 12, 1999.
- (2) Incorporated by reference to Exhibit 10.1 of Amendment No. 2 to the Registrant's Registration Statement on Form S-1 (File No. 333-60065) as filed with the Commission on May 12, 1999.

ITEM 9. UNDERTAKINGS.

The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement and to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement, or any material change to such information in this Registration Statement.

(2) That, for purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referenced in Item 6 of this Registration Statement, or otherwise, the Registrant has been advised that in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against the public policy expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Manhattan Beach, State of California, on September 10, 1999.

SKECHERS U.S.A., INC.

By: /s/ ROBERT GREENBERG

Name: Robert Greenberg
 Title: Chairman of the Board
 and Chief Executive Officer

POWER OF ATTORNEY

We the undersigned directors and officers of Skechers U.S.A., Inc., do hereby constitute and appoint Robert Greenberg and David Weinberg, or either of them, our true and lawful attorneys and agents to do any and all acts and things in our name and behalf in our capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, and any rules, regulations, and requirements of the Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names and in the capacities indicated below, any and all amendments to this Registration Statement; and we do hereby ratify and confirm all that the said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof.

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT, THIS REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATE INDICATED.

<TABLE>

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SIGNATURE	TITLE	DATE
-----	----	----
<S>	<C>	<C>
/s/ ROBERT GREENBERG ----- Robert Greenberg	Chairman of the Board and Chief Executive Officer (principal executive officer)	September 10, 1999
/s/ MICHAEL GREENBERG ----- Michael Greenberg	President and Director	September 10, 1999
/s/ DAVID WEINBERG -----	Executive Vice President, Chief Financial Officer and Director (principal financial and accounting	September 10, 1999

David Weinberg officer)

/s/ RICHARD SISKIND Director

September 10, 1999

Richard Siskind

/s/ JOHN QUINN Director

September 7, 1999

John Quinn

</TABLE>

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EXHIBIT INDEX

Exhibit Numbers	Description
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<S>	<C>
4	Specimen Certificate of the Registrant's Class A Common Stock(1)
5	Opinion of Freshman, Marantz, Orlanski, Cooper & Klein
10.1	Amended and Restated 1998 Stock Option, Deferred Stock and Restricted Stock Plan(2)
10.2	Form of Stock Option Agreement
10.3	Form of Deferred Stock and Restricted Stock Agreement
23.1	Consent of Freshman, Marantz, Orlanski, Cooper & Klein (included in Exhibit 5)
23.2	Consent of KPMG LLP
24	Powers of Attorney (included on the signature page hereto)

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- (2) Incorporated by reference to Exhibit 10.1 of Amendment No. 2 to the Registrant's Registration Statement on Form S-1 (File No. 333-60065) as filed with the Commission on May 12, 1999.

September 10, 1999

VIA EDGAR

Skechers U.S.A., Inc.
228 Manhattan Beach Blvd.
Manhattan Beach, CA 90266

RE: SKECHERS U.S.A., INC.
REGISTRATION STATEMENT ON FORM S-8
5,215,154 SHARES OF CLASS A COMMON STOCK ISSUABLE
UNDER THE AMENDED AND RESTATED 1998 STOCK OPTION,
DEFERRED STOCK AND RESTRICTED STOCK PLAN

Ladies and Gentlemen:

We are counsel to Skechers U.S.A., Inc., a Delaware corporation (the "Company"). We have assisted the Company in its preparation of a registration statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), registering 5,215,154 shares of the Company's Class A Common Stock, \$0.001 par value per share (the "Common Stock") issuable under the Company's Amended and Restated 1998 Stock Option, Deferred Stock and Restricted Stock Plan (the "Plan").

In rendering this opinion, we have considered such questions of law and examined such statutes and regulations, corporate records, certificates and other documents and have made such other examinations, searches and investigations as we have considered necessary. In such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified or as photocopies or telecopies. We have not made an independent examination of the laws of any jurisdiction other than the State of Delaware and the Federal Law of the United States, and we do not express or imply any opinions in respect to the laws of any other jurisdiction. The opinions expressed herein are based on legislation and regulations in effect on the date hereof. We undertake no obligation to advise you of any changes that may be brought to our attention after the date hereof.

Based on and subject to the foregoing, we are of the opinion that the Common Stock, when issued under the Plan and the purchase price therefor has been paid pursuant to the provisions of the Plan, will be duly and validly issued, fully paid and nonassessable shares.

Skechers U.S.A., Inc.
September 10, 1999
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We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. This consent is not to be construed as an admission that we are an "expert" within the meaning of the Securities Act or a person whose consent is required to be filed with the Registration Statement under the provisions of the Securities Act.

Very truly yours,

/s/ FRESHMAN, MARANTZ, ORLANSKI, COOPER & KLEIN

Freshman, Marantz, Orlanski, Cooper & Klein
a law corporation

SKECHERS U.S.A., INC.
 1998 STOCK OPTION, DEFERRED STOCK
 AND RESTRICTED STOCK PLAN
 STOCK OPTION AGREEMENT

NAME: _____

This AGREEMENT is made effective as of the _____ day of _____, _____ (the "Option Grant Date"), by and between Skechers U.S.A., Inc., a Delaware corporation (the "Company") and _____ (the "Optionee").

RECITALS

WHEREAS, the Board of Directors of the Company has established the 1998 Stock Option, Deferred Stock and Restricted Stock Plan (the "Plan") effective as of January 15, 1998, and

WHEREAS, pursuant to the provisions of said Plan, the Administrator of the Company, by action duly taken on _____, _____, granted to the Optionee an option or options (the "Option(s)") to purchase shares of the Common Stock of the Company on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. The Option(s). The Optionee may, at his/her option, purchase all or any part of an aggregate of _____ shares of Common Stock (the "Optioned Shares"), at the price of \$ _____ per share (the "Option Price"), on the terms and conditions set forth herein.

2. Option Type; Exercise Dates and Exercise. Options intended to qualify as Incentive Stock Options are designated by an "ISO" under the category "Type." Options intended as separate Non-Qualified Stock Options are designated by a "NQSO" under the category "Type." The Option(s) shall be exercisable as to the specified number of Optioned Shares on and after the "First" dates and on or before the "Last" dates set forth below:

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Type	Number of Shares	Exercise Dates	
		First	Last
<S>	<C>	<C>	
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
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Optionee acknowledges that he/she understands he/she has no right whatsoever to exercise the Option(s) granted hereunder with respect to any

Optioned Shares covered by any installment until such installment accrues as provided above. Optionee further understands that the Option(s) granted hereunder shall expire and become unexercisable as provided in Section 5(c) below.

3. Intentionally deleted.

4. Method of Exercise. This Option shall be deemed exercised as to the shares to be purchased when written notice of such exercise has been given to the Company at its principal business office by the Optionee with respect to the Common Stock to be purchased. Such notice shall be accompanied by full payment in cash or cash equivalents as determined by the Administrator. As determined by the Administrator, in its sole discretion, payment in whole or part may also be made (A) in the form of unrestricted Stock already owned by the optionee, or, in the case of the exercise of a Non-Qualified Stock Option, Restricted Stock subject to an Award hereunder (based, in each case, on the Fair Market Value of the Stock on the date the option is exercised), (B) by cancellation of any indebtedness owed by the Company to the optionee, (C) by a full recourse promissory note executed by the optionee, (D) by requesting that the Company withhold whole shares of Common Stock then issuable upon exercise of the Stock Option (based on the Fair Market Value of the Stock on the date the option is exercised), (E) in the event that a registration statement on Form S-8 has been filed with the SEC registering the Stock underlying the options, by arrangement with a broker which is acceptable to the Administrator where payment of the option price is made pursuant to an irrevocable direction to the broker to deliver all or part of the proceeds from the sale of the shares underlying the option to the Company, or (F) by any combination of the foregoing; provided, however, that in the case of an Incentive Stock Option, the right to make payment in the form of already owned shares may be authorized only at the time of grant. Any payment in the form of Stock already owned by the Optionee may be effected by use of an attestation form approved by the Administrator. If payment of the option exercise price of a NQSO is made in whole or in part in the form of Restricted Stock or Deferred Stock, the shares received upon the exercise of such Option (to the extent of the number of shares of Restricted Stock or Deferred Stock surrendered upon exercise of such Option) shall be restricted in accordance with

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the original terms of the Restricted Stock or Deferred Stock award in question, except that the Administrator may direct that such restrictions shall apply only to that number of shares surrendered upon the exercise of such Option.

5. Governing Plan. This Agreement hereby incorporates by reference the Plan and all of the terms and conditions of the Plan as heretofore amended and as the same may be amended from time to time hereafter in accordance with the terms thereof, but no such subsequent amendment shall adversely affect the Optionee's rights under this Agreement and the Plan except as may be required by applicable law. The Optionee expressly acknowledges and agrees that the provisions of this Agreement are subject to the Plan; the terms of this Agreement shall in no manner limit or modify the controlling provisions of the Plan, and in case of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall be controlling and binding upon the parties hereto. The Optionee also hereby expressly acknowledges, represents and agrees as follows:

(a) Acknowledges receipt of a copy of the Plan, a copy of which is attached hereto and by reference incorporated herein, and represents that he/she is familiar with the terms and provisions of said Plan, and hereby accepts this Agreement subject to all the terms and provisions of said Plan.

(b) Agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan.

(c) Acknowledges that he/she is familiar with Sections of the Plan regarding the exercise of the Option(s) and represents that

he/she understands that said Option(s) must be exercised on or before the earliest of the following dates, whichever is applicable: (i) the "Last" exercise date noted above in Section 2; (ii) the day prior to the fifth anniversary, in certain circumstances, of the Option(s) Grant Date with respect to Options granted as Incentive Stock Options pursuant to Subsection (5)(b) and the day prior to the tenth anniversary of the Option(s) Grant Date with respect to Options granted as Non-Qualified Stock Options; (iii) the effective date of a sale or other disposition of all or substantially all of the stock or assets of the Company, as provided in Section 10 of the Plan; (iv) the date which is the earlier of (A) three months from the date of termination or (B) the expiration of such Option's term (provided, however, that if the Option's term expires within 30 days from the date of termination, then such Option shall expire 30 days from the date of termination) following the Optionee's termination of directorship or consulting or other arrangement (unless extended) for any reason other than death or disability as provided under Subsection 5(i) of the Plan; or (v) the date that is one year following the Optionee's termination of employment, directorship or consulting or other arrangement by reason of his/her death, or the date that is one year following his/her termination of employment, directorship or consulting or other arrangement by reason of disability, whichever is applicable, as provided in Subsections 5(g) and 5(h) of the Plan.

(d) Acknowledges, understands and agrees that the existence of the Plan and the execution of this Agreement are not sufficient by themselves to cause any exercise of any Option(s) granted as an Incentive Stock Option to qualify for favorable tax treatment through the application of Section 422 of the Internal Revenue Code; that Optionee must, in order to so qualify,

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individually meet by his own action all applicable requirements of Section 422, including without limitation the following holding period and employment requirements:

(1) holding period requirement: no disposition of an Optioned Share may be made by Optionee within two (2) years from the date of the granting of the Option(s) nor within one (1) year after the transfer of such Optioned Share to him/her, and

(2) employment requirement: at all times during the period beginning on the date of the granting of the Option(s) and ending on the day three (3) months before the date of exercise, the Optionee must have been an employee of the Company, its Parent, or a Subsidiary of the Company, or a corporation or a parent or subsidiary of such corporation issuing or assuming the Option(s) in a transaction to which Section 425(a) of the Internal Revenue Code applies, except where the termination of employment is by means of the employee's disability, in which case said three (3) month period may be extended to one (1) year, as provided under Internal Revenue Code Section 422.

6. Representations and Warranties. As a condition to the exercise of any portion of an Option, the Company may require the person exercising such Option to make any representation and/or warranty to the Company as may, in the judgment of counsel to the Company, be required under any applicable law or regulation, including but not limited to a representation and warranty that the shares are being acquired only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required under the Securities Act of 1933 or any other applicable law, regulation or rule of any governmental agency. Optionee hereby represents to the Company that each of the Options evidenced hereby and the shares purchasable upon exercise thereof are being acquired only for investment and without any present intention to sell or distribute such securities.

7. Options Not Transferable. No Stock Option shall be

transferable by the Optionee other than by will or by the laws of descent and distribution. Incentive Stock Options shall be exercisable, during the Optionee's lifetime, only by the Optionee or, with respect to NonQualified Stock Options, in accordance with the terms of a qualified domestic relations order.

8. No Enlargement of Employee Rights. Nothing in this Agreement shall be construed to confer upon the Optionee (if an employee) any right to continued employment with the Company, any Parent or Subsidiary, or to restrict in any way the right of the Company, a Subsidiary or Parent, to terminate his/her employment. Optionee acknowledges that in the absence of an express written employment agreement to the contrary, Optionee's employment with the Company may be terminated by the Company at any time, with or without cause.

9. Withholding of Taxes. Optionee authorizes the Company to withhold, in accordance with any applicable law, from any compensation payable to him any taxes required to be withheld by federal, state or local law as a result of the grant of the Option(s) or the issuance of stock pursuant to the exercise of such Option(s).

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10. Laws Applicable to Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11. Agreement Binding on Successors. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors, transferees and assignees of the Optionee.

12. Costs of Litigation. In any action at law or in equity to enforce any of the provisions or rights under this Agreement or the Plan, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred by the successful party or parties (including without limitation costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding such costs, expenses and attorneys' fees shall be included as part of the judgment.

13. Necessary Acts. The Optionee agrees to perform all acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities laws.

14. Counterparts. For convenience this Agreement may be executed in any number of identical counterparts, each of which shall be deemed a complete original in itself and may be introduced in evidence or used for any other purpose without the production of any other counterparts.

15. Invalid Provisions. In the event that any provision of this Agreement is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability shall not be construed as rendering any other provisions contained herein invalid or unenforceable, and all such other provisions shall be given full force and effect to the same extent as though the invalid and unenforceable provision was not contained herein.

16. Limitation on Value of Optioned Shares. Optionee acknowledges that the Plan provides that the aggregate fair market value (determined as of the date hereof) of the shares of Common Stock to which Options granted as Incentive Stock Options are exercisable for the first time by Optionee during any calendar year under all incentive stock option plans of the Company and any Subsidiary shall not exceed \$100,000. It is understood and agreed that should it be determined that an Option if granted as an Incentive Stock Option hereunder would exceed such maximum, such Option shall be considered granted as a Non-Qualified Stock Option to the extent, but only to the extent of such excess. This limitation shall not apply to any option granted as a Non-Qualified Stock Option.

IN WITNESS WHEREOF, the Company and the Optionee have executed this Agreement effective as of the date first written hereinabove.

SKECHERS U.S.A., INC. OPTIONEE

By: _____
Name: (Signature)

Title:

(Print Name)

Address of Participant:

(Social Security)

By his or her signature below, the spouse of the Optionee, if such Optionee be legally married as of the date of his execution of this Agreement, acknowledges that he or she has read this Agreement and the Plan and is familiar with the terms and provisions thereof, and agrees to be bound by all the terms and conditions of said Agreement and said Plan document.

Spouse

Dated: _____

By his or her signature below the Optionee represents that he or she is not legally married as of the date of execution of this Agreement.

Optionee

Dated: _____

EXHIBIT 10.3

SKECHERS U.S.A., INC.

1998 STOCK OPTION, DEFERRED STOCK
AND RESTRICTED STOCK PLAN

DEFERRED STOCK OR
RESTRICTED STOCK AWARD AGREEMENT

Participant Name: _____

This AGREEMENT dated as of the ____ day of _____, _____,
between SKECHERS U.S.A., INC., a California corporation (the "Company") and
_____ (the "Participant").

RECITALS

WHEREAS, the Company has established the 1998 Stock Option, Deferred
Stock and Restricted Stock Plan (the "Plan") effective as of January 15, 1998,
and

WHEREAS, pursuant to Section 2 of the Plan, the Administrator has
granted to the Participant by action duly taken on _____, _____, (the
"Award Date") a deferred stock award (the "Deferred Stock Award") and/or a
restricted stock award (the "Restricted Stock Award") based upon the terms and
conditions set forth herein.

NOW, THEREFORE, in consideration of services rendered and to be
rendered by the Participant and the mutual promises made herein, the mutual
benefits to be derived therefrom and other good and valuable consideration, the
parties agree as follows:

AGREEMENT

1. Grant. Subject to the terms of this Agreement, the Company
grants to the Participant the following:

- (a) Deferred Stock Award:
_____ shares of Common Stock of the
Company (the "Deferred Stock")

Price (optional): \$ _____ per share

Restricted Period: _____ to

Performance Objectives (optional):

-1-

Other Restrictions:

- (b) Restricted Stock Award:
_____ shares of Common Stock of the
Company (the "Restricted Stock")

Price (optional): \$ _____ per share

Restricted Period: _____ to

Performance Objectives (optional):

Other Restrictions:

2. Deferred Stock.

(a) Restriction. Subject to the provisions of the Plan and this Agreement, during the Restricted Period, Participant is not permitted to sell, transfer, pledge or assign shares of Deferred Stock awarded hereunder.

(b) Voting Rights, Dividends and Certificates. Participant shall generally not have the rights of a shareholder of the Company, including the right to vote the shares during the Restricted Period; provided, however, that dividends declared during the Restricted Period with respect to the number of shares covered by the Deferred Stock Award shall be paid to Participant. Certificates for shares of unrestricted Stock shall be delivered to Participant promptly after, and only after, the Restricted Period expires without forfeiture in respect of such shares of Deferred Stock, except as the Participant otherwise determines.

(c) Termination. Subject to the provisions of Section 7 of the Plan and this Agreement, upon termination of employment for any reason during the Restricted Period, all shares still subject to restriction shall be forfeited by Participant, and Participant shall only receive the amount, if any, paid by Participant for such Deferred Stock, plus simple interest at 8% per year.

(d) Expiration. At the expiration of the Restricted Period, stock certificates in respect of such shares of Deferred Stock shall be delivered to Participant, or his legal representative, in a number equal to the shares of Stock covered by the Deferred Stock Award.

3. Restricted Stock.

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(a) Restriction. Subject to the provisions of the Plan, Participant is not permitted to sell, transfer, pledge or assign the shares of Restricted Stock during the Restricted Period.

(b) Certificates and Legend. Participant shall be issued a stock certificate in respect of such shares of Restricted Stock; and such certificate shall be registered in the name of Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

"The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the Skechers U.S.A., Inc., 1998 Stock Option, Deferred Stock and Restricted Stock Plan and a Restricted Stock Award Agreement entered into between the registered owner and Skechers U.S.A., Inc. Copies of such Plan and Agreement are on file in the offices of Skechers U.S.A., Inc."

The stock certificates evidencing such shares shall be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any Restricted Stock award, Participant shall have delivered a stock power, endorsed in blank, relating to the Stock covered by such Award, a form of which is attached here to as Exhibit A.

(c) Voting Rights. Except as provided herein, Participant shall have all of the rights of a shareholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon during the Restricted Period.

(d) Termination. Subject to the provisions of this Agreement and Section 7 of the Plan, upon termination of employment for any reason during the Restricted Period, all shares still subject to restriction shall be forfeited by Participant, and Participant shall only receive the amount, if any,

paid by the Participant for such Restricted Stock, plus simple interest at 8% per year.

4. Governing Plan. This Agreement hereby incorporates by reference the Plan and all of the terms and conditions of the Plan as heretofore amended and as the same may be amended from time to time hereafter in accordance with the terms thereof, but no such subsequent amendment shall adversely affect Participant's rights under this Agreement and the Plan except as may be required by applicable law. Participant expressly acknowledges and agrees that the provisions of this Agreement are subject to the Plan; the terms of this Agreement shall in no manner limit or modify the controlling provisions of the Plan, and in case of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall be controlling and binding upon the parties hereto. Participant also hereby expressly acknowledges, represents and agrees as follows:

(a) Acknowledges receipt of a copy of the Plan, a copy of which is attached hereto and by reference incorporated herein, and represents that he/she is familiar with the terms and provisions of said Plan, and hereby accepts this Agreement subject to all the terms and provisions of said Plan.

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(b) Agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan.

(c) Acknowledges that he/she is familiar with Sections of the Plan regarding the issuance of the [DEFERRED STOCK AND/OR RESTRICTED STOCK].

5. Representations and Warranties. As a condition to the issuance of any portion of shares of [RESTRICTED STOCK/DEFERRED STOCK] the Company may require Participant receiving such shares to make any representation and/or warranty to the Company as may, in the judgment of counsel to the Company, be required under any applicable law or regulation, including but not limited to a representation and warranty that the shares are being acquired only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required under the Securities Act of 1933 or any other applicable law, regulation or rule of any governmental agency. Participant hereby represents to the Company that the shares issuable pursuant to this Agreement are being acquired only for investment and without any present intention to sell or distribute such securities.

6. No Enlargement of Employee Rights. Nothing in this Agreement shall be construed to confer upon Participant (if an employee) any right to continued employment with the Company, any Parent or Subsidiary, or to restrict in any way the right of the Company, a Subsidiary or Parent to terminate his/her employment. Participant acknowledges that in the absence of an express written employment agreement to the contrary, Participant's employment with the Company may be terminated by the Company at any time, with or without cause.

7. Execution and Delivery. Participant acknowledges that Participant shall have no rights with respect to any Award granted by the Company unless and until Participant executes an Award Agreement and delivers it to the Company within sixty days of such award (or such other period as the Participant may specify after the Award Date).

8. Withholding of Taxes. Participant authorizes the Company to withhold, in accordance with any applicable law, from any compensation payable to him any taxes required to be withheld by federal, state or local law as a result of the grant of Deferred Stock and/or Restricted Stock Award.

9. Laws Applicable to Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

10. Agreement Binding on Successors. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors, transferees and assignees of the Participant.

11. Costs of Litigation. In any action at law or in equity to enforce any of the provisions or rights under this Agreement or the Plan, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred by the successful party or parties (including without limitation costs, expenses and fees on any appeals), and if the successful party recovers judgment in any

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such action or proceeding such costs, expenses and attorneys' fees shall be included as part of the judgment.

12. Necessary Acts. The Participant agrees to perform all acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including but not limited to all acts and documents related to compliance with federal and/or state securities laws.

13. Counterparts. For convenience this Agreement may be executed in any number of identical counterparts, each of which shall be deemed a complete original in itself and may be introduced in evidence or used for any other purpose without the production of any other counterparts.

14. Invalid Provisions. In the event that any provision of this Agreement is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability shall not be construed as rendering any other provisions contained herein invalid or unenforceable, and all such other provisions shall be given full force and effect to the same extent as though the invalid and unenforceable provision was not contained herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. By Participant's execution of this Agreement, Participant agrees to the terms and conditions hereof and of the Plan.

SKECHERS U.S.A., INC.

PARTICIPANT

By: _____

Name: _____ (Signature)

Title:

(Print Name)

(Address)

(City, State, Zip Code)

(Social Security)

By his or her signature below, the spouse of the Participant, of such Participant be legally married as of the date of his execution of this Agreement, acknowledges that he or she has read this Agreement and the Plan and is familiar with the terms and provisions thereof, and agrees to be bound by all the terms and conditions of said Agreement and said Plan document.

Spouse
Dated: _____

By his or her signature below the Participant represents that he or she is not legally married as of the date of execution of this Agreement.

Participant
Dated: _____

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EXHIBIT A

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sell, assign and transfer unto:

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____) Shares of the _____

Stock of the _____ Corporation

standing in _____ name(s) on the books of said Corporation

represented by certificate(s) No. _____

herewith and do hereby irrevocably constitute and appoint _____

_____ attorney

to transfer the said stock on the books of the within named Corporation with full power of substitute.

Dated _____

THE SIGNATURE(S) ON THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) ON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE.

THE SIGNATURE(S) OF THE ASSIGNOR(S) MUST BE GUARANTEED HEREON.

EXHIBIT 23.2

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
Skechers U.S.A., Inc.

We consent to the incorporation by reference in the registration statement on Form S-8 of Skechers U.S.A., Inc. of our reports dated March 12, 1999, except as to Note 12, which is as of May 28, 1999, with respect to the consolidated balance sheets of Skechers U.S.A., Inc. and subsidiary as of December 31, 1998 and 1997, and the related consolidated statements of earnings, stockholders' equity, and cash flows and related schedule for each of the years in the three-year period ended December 31, 1998, which reports appear in the June 9, 1999 registration statement on Form S-1 of Skechers U.S.A., Inc.

/s/ KPMG LLP

Los Angeles, California
September 9, 1999