

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 3, 2022**

JAKKS PACIFIC, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-28104
(Commission
File Number)

95-4527222
(IRS Employer
Identification No.)

2951 28th Street, Santa Monica, California
(Address of principal executive offices)

90405
(Zip Code)

Registrant's telephone number, including area code: **(424) 268-9444**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$.001 par value	JAKK	NASDAQ Global Select Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

By an agreement dated as of August 3, 2022 (the “Agreement”), between JAKKS Pacific, Inc. (the “Company”), and each of its preferred stockholders (the “Preferred Holders”), the parties agreed that all existing Voting Agreements with such parties (the “Voting Agreements”) would be terminated. Among other things, the Agreement also provided that the special rights granted to the Preferred Stockholders with respect to the nomination and election of members of the Company’s Board of Directors (the “Board”) and Nominating and Corporate Governance Committee (the “Nominating Committee”) are terminated; and that the Certificate of Designations of the Powers, Preferences and Relative, Participating, Optional and Other Special Rights, and Qualifications, Limitations and Restrictions Thereof, of Series A Senior Preferred Stock (the “Preferred Stock Designations”), the Company’s By-Laws, and the Nominating Committee Charter shall be amended, consistent with the terms of the Agreement, in such manner as is approved by the Board to eliminate such rights. The classification of the Board into three separate classes consisting of Class I, Class II and Class III, each with separate terms, has not, however, been eliminated.

The foregoing description of the Agreement is qualified in its entirety by reference to the agreement attached as an exhibit to this Form 8-K and incorporated by reference in this Item 1.01. The foregoing description of the changes to the Charter of the Nominating Committee is qualified in its entirety by reference to the revised Charter which will be publicly available on the Company’s website (the contents of which website are not incorporated herein).

Item 1.02. Termination of a Material Definitive Agreement.

As described above, the Voting Agreements between the Company and each of its Preferred Holders have been terminated. As a result, among other things, none of the Preferred Holders have any obligation to vote their shares of the Company’s common stock with respect to elections of directors or with respect to any Liquidity Event, as such term is defined in the Voting Agreements, and the transfer restrictions, previously imposed by the Voting Agreements, applicable to the Company’s common stock owned by the Preferred Holders have been terminated.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Termination of Voting Agreement
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

JAKKS PACIFIC, INC.

Dated: August 4, 2022

By: /s/ JOHN L. KIMBLE
John L. Kimble, CFO

AGREEMENT

THIS AGREEMENT, dated as of August 3, 2022, is entered into by and between JAKKS PACIFIC, INC., a Delaware corporation (the “Company”), and the undersigned holders (the “Preferred Stockholders”) of shares of the Company’s Series A Preferred Stock (the “Preferred Stock”).

WHEREAS, the Preferred Stockholders and the Company are parties to Voting Agreements, dated as of August 9, 2019 (the “Voting Agreements”), which provide, *inter alia*, for restrictions on transfer by the Preferred Stockholders of any shares of the Company’s shares of common stock, par value \$0.001 per share, of the Company (“Company Common Stock”);

WHEREAS, the Voting Agreements also provide that the Nominating and Corporate Governance Committee (the “Committee”) of the Company’s Board of Directors (the “Board”) has the exclusive authority to enforce or waive the provisions of the Voting Agreement on behalf of the Company;

WHEREAS, the Preferred Stockholders have requested that the Company agree to terminate the Voting Agreements;

WHEREAS, all of the non-interested members of the Committee determined that it is in the best interests of the Company to terminate the Voting Agreements provided that the Preferred Stockholders agree to terminate certain special rights granted to the Preferred Stockholders in the nomination and election of members of the Board, subject to the Board’s approval of such termination; and

WHEREAS, the Board has determined that it is in the best interests of the Company and its shareholders to terminate the Voting Agreements, and eliminate the special rights of the Preferred Stockholders in the nomination and election of members of the Board, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Incorporation of Recitals. The identification of the parties to this Agreement and the Recitals are incorporated by reference as though fully set forth herein.
2. Termination of Voting Agreements. The Preferred Stockholders and the Company hereby terminate the Voting Agreements effective immediately.

3. Termination of Certain Rights of Preferred Stockholders. The special rights granted to the Preferred Stockholders with respect to the nomination and election of members of the Board and the Committee are hereby terminated, effective immediately, and the Certificate of Designations of the Powers, Preferences and Relative, Participating, Optional and Other Special Rights, and Qualifications, Limitations and Restrictions Thereof, of Series A Senior Preferred Stock (the “Preferred Stock Designations”), the Company’s By Laws, and the Charter of the Committee shall be amended in such manner as is approved by the Board to eliminate such rights, including termination of:
- a. the right to nominate and elect the Series A Preferred Directors (as such term is defined in the Company’s By Laws), to remove any Series A Preferred Director, and fill any vacancies created by the death, disability, resignation, or removal;
 - b. the right to nominate any of the Class II Directors;
 - c. the right to designate any members of the Committee; and
 - d. the right to approve certain changes to the Preferred Stock Designations, Company’s By Laws, and the Charter of the Committee as described in such documents that relate to each of the matters set forth in this Section 3 (but not any other provisions of such documents).
4. Indemnification. The Preferred Stockholders severally not jointly, pro-rata based on the number of shares of Preferred Stock that they own, shall indemnify the Company, and its officers, directors, employees, agents and their respective heirs, executors, successors and assigns, and hold each of them harmless from any liability, cost, claim, or expense, including, but not limited to, reasonable attorneys’ fees, from any claim arising out of or related to the termination of the Voting Agreements.
5. Further Assurances. Each of the Preferred Stockholders and the Company shall execute and deliver any and all further documents, agreements and instruments, and take all further actions, as may be required under applicable law, or as any of the parties may request in order to effect the purposes of this Agreement, including without limitation, that the Company will instruct the Company’s transfer agent to remove all legends and restrictions on transfer applicable to the shares of Company Common Stock covered by the Voting Agreements.
6. Valid and Binding Obligation. Each party represents that this Agreement, when executed and delivered by such party, constitutes a valid and binding obligation of such party, enforceable in accordance with its terms. Benefit Street Partners LLC, a Delaware limited liability company, executes this Agreement on its own behalf, and on behalf of certain funds, accounts, and other entities advised and/or managed by it (either directly and/or through one or more affiliated entities), that own Preferred Stock.
7. Due Execution. Each party represents that all corporate actions on the part of such party necessary for the authorization, execution, delivery and performance of this Agreement have been taken.
8. Successors and Assigns. This Agreement and the respective rights and

obligations of the parties hereunder will inure to the benefit of, and be binding upon, their respective successors, permitted assigns, heirs, and legal and personal representatives.

9. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws.

10. Entire Agreement; Counterparts. This Agreement represents the entire agreement and understanding among the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous written, oral or electronic agreements and understandings amongst the parties concerning the subject matter hereof. This Agreement may be executed in counterparts and via facsimile or other electronic means, each of which shall be deemed an original and shall be enforceable against the parties actually executing such counterparts, and all of which when together shall constitute one instrument.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first set forth above.

JAKKS PACIFIC, INC.

By: _____

Name:

Title:

BENEFIT STREET PARTNERS LLC

By: _____

Name:

Title:

CONCISE SHORT TERM HIGH YIELD MASTER FUND, SPC

By: _____

Name: Thomas P. Krasner

Title: Portfolio Manager

AXAR MASTER FUND LTD.

By: _____

Name:

Title:

STAR V PARTNERS LLC

By: _____

Name:

Title:

MERCER QIF FUND PLC - MERCER INVESTMENT FUND 1

By: _____

Name: Thomas P. Krasner

Title: Portfolio Manager