

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): **February 18, 2014**

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.)

22619 Pacific Coast Highway, Malibu, California
(Address of principal executive offices)

90265
(Zip Code)

Registrant's telephone number, including area code: **(310) 456-7799**

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))
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Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

On February 18, 2014, we entered into a Continuation and Extension of Term of Employment Agreement with respect to Mr. Joel M. Bennett's Employment Agreement dated October 21, 2011. Mr. Bennett's employment agreement has been modified as follows: (i) it is deemed to have been renewed and continued from January 1, 2014 without interruption; (ii) it is extended through December 31, 2015; (iii) it provides for the base salary to increase to an annual rate of \$460,000 commencing as of January 1, 2014; and (iv) there shall be no automatic increase in the annual base salary and any increase in base salary shall require the approval of the Compensation Committee.

The foregoing is only a summary of certain of the terms of the second amendment to employment agreement. For a complete description, a copy of such amendment is annexed herein in its entirety as an exhibit.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Continuation and Extension of Term of Employment Agreement Between JAKKS Pacific, Inc. and Joel M. Bennett dated February 18, 2014

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: February 19, 2014

By: /s/ JOEL M. BENNETT
Joel M. Bennett, CFO

EXHIBIT INDEX

Exhibit

Description

10.1	Continuation and Extension of Term of Employment Agreement Between JAKKS Pacific, Inc. and Joel M. Bennett dated February 18, 2014
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**CONTINUATION AND EXTENSION OF TERM OF
EMPLOYMENT AGREEMENT BETWEEN
JAKKS PACIFIC, INC. AND JOEL M. BENNETT**

THIS AGREEMENT is entered into on February 18, 2014 by and between Joel M. Bennett ("Executive") and JAKKS Pacific, Inc., a Delaware corporation ("JAKKS" or the "Company").

WHEREAS, Executive and the Company entered into an Employment Agreement dated October 21, 2011 (the "Employment Agreement"); and

WHEREAS, the Term of the Employment Agreement expired on December 31, 2013 and Executive has continued to be employed by the Company as its Chief Financial Officer and Executive Vice President thereafter, and

WHEREAS, Executive and the Company wish to renew and continue the Term of the Employment Agreement from January 1, 2014 and extend the Term as provided herein, and modify the Employment Agreement in the manner set forth herein without modifying, changing or otherwise amending any other provisions of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Employment Agreement.

2. Executive and Company agree that the Employment Agreement as modified hereby is deemed to have been renewed and continued from January 1, 2014 without interruption and the Term of the Employment Agreement is extended to and including December 31, 2015, subject to earlier termination on the terms and conditions provided in the Employment Agreement.

3. Executive and Company confirm that Executive's Base Salary as of December 31, 2013 was \$450,000 and shall be increased to the annual rate of \$460,000.00 as of January 1, 2014. Notwithstanding the provisions to the contrary of Section (a) of the Employment Agreement there shall be no minimum annual increase in the annual rate of Executive's Base Salary, and any increase in Executive's Base Salary shall require the approval of the Compensation Committee.

4. The reference in Section 15(e) and Section 16(c) of the Employment Agreement to "December 31, 2013" is replaced with the words "the balance of the Term".

5. Except as expressly set forth herein, all other terms and provisions of the Employment Agreement as amended shall remain in full force and effect and unmodified hereby, and Executive shall be entitled to continue to receive all other benefits provided thereunder.

[Balance Of This Page Deliberately Left Blank Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

THE COMPANY:

JAKKS PACIFIC, INC.

By:

Name: Stephen G. Berman

Title: President and Chief Executive Officer

Date: February 18, 2014

EXECUTIVE:

Joel M. Bennett
