

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: December 7, 2020
(Date of earliest event reported)

STEVEN MADDEN, LTD.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

000-23702

(Commission File Number)

13-3588231

(IRS Employer
Identification No.)

52-16 Barnett Avenue, Long Island City, New York 11104

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (718) 446-1800

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

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	SHOO	The NASDAQ Stock Market LLC

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:

- 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 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Directors or Certain Officers

On December 7, 2020, Arvind Dharia notified the Board of Directors of Steven Madden, Ltd. (the “Company”) that he intends to retire as the Company’s Chief Financial Officer, effective December 31, 2020. He will continue to serve as a special advisor to ensure a smooth transition to his successor through the 2021 fiscal year.

Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 8, 2020, the Board of Directors of the Company appointed Zine Mazouzi to be the Company’s Chief Financial Officer, effective January 1, 2021.

Mr. Mazouzi, age 48, joined the Company in January of 2019 and is currently the Chief Accounting Officer and Senior Vice President—Finance and Operations of the Company. Prior to joining the Company, he held various senior positions at Sears Holdings as the Chief Financial Officer of Sears Footwear Group from 2016 to 2017, Head of the Footwear Group from 2017 to 2018 and Head of the Footwear, Home and Jewelry Groups in 2018. Prior to that, he worked at Nine West Group from 1998 to 2015, where he held a number of increasingly senior positions, including Chief Financial Officer from 2014 to 2015. Mr. Mazouzi received his Bachelor’s Degree in Finance and a Master of Business Administration from Iona College.

On December 8, 2020, the Company entered into an employment agreement with Mr. Mazouzi (the “Mazouzi Employment Agreement”) pursuant to which Mr. Mazouzi will serve as the Chief Financial Officer of the Company.

The term of the Mazouzi Employment Agreement will commence on January 1, 2021, and will continue for a term of three years through December 31, 2023, unless sooner terminated in accordance with the terms thereof. Pursuant to the terms of the Mazouzi Employment Agreement, Mr. Mazouzi will receive an annual base salary during the term of \$550,000 for the calendar year 2021, \$575,000 for the calendar year 2022, and \$600,000 for the calendar year 2023 and an automobile allowance of \$1,250 per month in each year of the term. In addition, on January 4, 2021, pursuant to the Mazouzi Employment Agreement, Mr. Mazouzi will be granted shares of restricted stock vesting 20% per year for five years commencing on the first anniversary of the grant date. The number of restricted shares to be issued will be determined by dividing One Million Dollars (\$1,000,000) by the closing price of the common stock of the Company on January 4, 2021.

In addition, the terms of the Mazouzi Employment Agreement entitle Mr. Mazouzi to an annual performance-based cash bonus for each of the fiscal years ended December 31, 2021, 2022 and 2023 based on the following schedule:

Diluted EPS	Bonus as % of Salary
Maximum (130% of Plan)	80%
Target (100% of Plan)	50%
Threshold (90% of Plan)	20%

For actual diluted EPS amounts between the Threshold and Target amounts or between the Target and Maximum amounts, the bonus payable shall be calculated based on a straight-line interpolation between the respective amounts.

Pursuant to the terms of the Mazouzi Employment Agreement, the Company may terminate Mr. Mazouzi's employment for Cause (as defined in the Mazouzi Employment Agreement), in which event Mr. Mazouzi would be entitled to receive only his accrued and unpaid base salary through the date of termination. If Mr. Mazouzi's employment is terminated by the Company without Cause or Mr. Mazouzi terminates the Mazouzi Employment Agreement for Good Reason (as defined in the Mazouzi Employment Agreement), Mr. Mazouzi would be entitled to receive payment of his annual base salary, payable at regular payroll intervals, from the date of termination of employment through the remainder of the term plus any performance-based cash bonus that has accrued but not yet been paid. In addition, if Mr. Mazouzi's employment is terminated by the Company without Cause or by Mr. Mazouzi for Good Reason during the period commencing 30 days prior to a "Change of Control" (as defined in the Mazouzi Employment Agreement) and ending 180 days following a Change of Control, he will be entitled to receive an amount equal to the lesser of (A) two and one-half times the sum of (i) the annual base salary to which he was entitled as of the date of termination plus (ii) the average cash bonus received by him for the preceding three-year period ending on the last previous December 31 or (B) the maximum amount that is tax deductible to the Company under Section 280G of the Internal Revenue Code of 1986, as amended.

The foregoing description of the Mazouzi Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference. Certain confidential information contained in this exhibit was omitted by means of redacting a portion of the text and replacing it with [*****], pursuant to Regulation S-K Item 601(b) of the Securities Act of 1933, as amended. Certain confidential information has been excluded from the exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Item 7.01. Regulation FD Disclosure.

On December 10, 2020, the Company issued a press release, furnished as Exhibit 99.1 and incorporated into this Item 7.01 by reference, announcing that Arvind Dharia will retire as Chief Financial Officer of the Company effective December 31, 2020, and that the Board of Directors of the Company had appointed Zine Mazouzi as the Chief Financial Officer of the Company effective January 1, 2020.

The full text of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

This information is intended to be furnished under this Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
10.1	Employment Agreement, dated as of December 8, 2020, between Steven Madden, Ltd. and Zine Mazouzi. *
	* Certain confidential information contained in this exhibit was omitted by means of redacting a portion of the text and replacing it with [*****], pursuant to Regulation S-K Item 601(b) of the Securities Act of 1933, as amended. Certain confidential information has been excluded from the exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.
99.1	Press Release, dated December 10, 2020, announcing the appointment of Zine Mazouzi as the Chief Financial Officer of Steven Madden, Ltd.
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.

Dated: December 10, 2020

STEVEN MADDEN, LTD.

By: /s/ Edward R. Rosenfeld
Edward R. Rosenfeld
Chief Executive Officer

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS EXHIBIT WAS OMITTED BY MEANS OF REDACTING A PORTION OF THE TEXT AND REPLACING IT WITH [*****], PURSUANT TO REGULATION S-K ITEM 601(B) OF THE SECURITIES ACT OF 1933, AS AMENDED. CERTAIN CONFIDENTIAL INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

STEVE MADDEN

Steven Madden, Ltd., 52-16 Barnett Ave. Long Island City, N.Y. 11104 Phone: 718.446.1800 Fax 718.446.5599

December 8, 2020

Dear Mr. Mazouzi:

This letter (the "Agreement") will set forth below the terms and conditions of your employment with Steven Madden, Ltd. (the "Company"):

1. Term of Agreement. January 1, 2021 through December 31, 2023 unless sooner terminated in accordance with Paragraph 9 of this Agreement (the "Term"). At the expiration of the term of this Agreement, unless you are (a) notified that your employment shall be terminated, or (b) this Agreement is renewed in some form, your employment shall continue on an at-will basis, at the same terms as contained herein.
2. Position. Chief Financial Officer. You shall report to the Chief Operating Officer or such other person as the Chief Executive Officer shall direct. You shall expend all of your working time to the Company and shall devote your best efforts, energy and skills to the Company and the promotion of its interests; you shall not take part in any activities detrimental to the best interest of the Company.
3. Salary. \$550,000 per annum (paid in accordance with normal Company practice) from January 1, 2021 through December 31, 2021; \$575,000 per annum (paid in accordance with normal Company practice) from January 1, 2022 through December 31, 2022; and \$600,000 per annum (paid in accordance with normal Company practice) from January 1, 2023 through December 31, 2023.
4. Annual Performance Bonus. You shall be eligible to receive a performance bonus for each of 2021, 2022 and 2023 based on the actual diluted EPS of the Company in relation to the plan submitted to the Company's Board of Directors (the "Plan"). Your bonus shall be calculated as follows:

Diluted EPS	Bonus as % of Salary
Maximum (130% of Plan)	80%
Target (100% of Plan)	50%
Threshold (90% of Plan)	20%

For actual diluted EPS amounts between the Threshold and Target amounts or between the Target and Maximum amounts, the bonus payable shall be calculated based on a straight-line interpolation between the respective amounts. For example, if actual diluted EPS were 110% of Plan, the Bonus payable would be 60% of Salary. Such bonus (net of any deductions required to be withheld by any applicable laws and regulations) shall be payable on or about March 15th of the following year.

5. Restricted Stock. On January 4, 2021, you shall be granted shares of restricted stock vesting 20% per year for five years commencing on the first anniversary of the grant date. The number of restricted shares to be issued shall be determined by dividing One Million Dollars (\$1,000,000) by the closing price of the common stock of the Company on January 4, 2021.
 6. Car Allowance. You shall receive a car allowance of \$1,250 per month.
 7. Benefits. You shall be eligible to participate in Steven Madden, Ltd.'s benefit plans on the same basis as other senior executives.
 8. Paid Time Off. You shall be entitled to four weeks paid time off per year.
 9. Termination.
 - (a) Involuntary Termination. The Company has the right to terminate your employment at any time without Cause (as defined below). In the event the Company terminates your employment without Cause, then the Term shall terminate immediately, and you shall be entitled to receive only (i) Salary payments described in Paragraph 3, at the regular intervals of payment, from the date of termination through the date this Agreement would have otherwise terminated but for the involuntary termination plus (ii) any accrued and unpaid Bonus amount described in Paragraph 4 for the year prior to termination, which such Bonus shall still be payable on or about March 15th of the year following its accrual.
 - (b) Voluntary Termination by you or Termination for Cause. You shall have the right to terminate your employment at any time for any reason ("Voluntary Termination") and the Company shall have the right to terminate your employment at any time for Cause, on written notice to you, setting forth in reasonable detail the facts and circumstances resulting in the Cause upon which such termination is based. In the event of a Voluntary Termination or a termination by the Company for Cause, the Term shall terminate immediately and you shall be entitled only to any accrued and unpaid Salary described in Paragraph 3 through the date of termination. For the purpose of this Agreement, Cause shall mean:
 - (i) a material breach by you of your material duties or obligations to the Company which is not remedied to the reasonable satisfaction of the Company within ten (10) days after the receipt by you of written notice of such breach from the Company;
 - (ii) you are convicted of, or enter a guilty or "no contest" plea with respect to a felony or a crime of moral turpitude (whether or not a felony);
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- (iii) you have an alcohol or substance abuse problem, which in the reasonable opinion of the Company materially interferes with your ability to perform your duties;
 - (iv) any act or acts of personal dishonesty, fraud, embezzlement, misappropriation or conversion intended to result in your personal enrichment at the expense of the Company, or any of its subsidiaries or affiliates, or any other material breach or violation of fiduciary duty owed to the Company, or any of its subsidiaries or affiliates;
 - (v) any grossly negligent act or omission or any willful and deliberate misconduct by you that results, or is likely to result, in material economic, or other harm, to the Company, or any of its subsidiaries or affiliates; or
 - (vi) you violate or pay fines, suffer sanctions or injunctive relief relating to (whether or not you are found to have violated) any federal or state securities laws, rules or regulations or the rules and regulations of any stock exchange on which the Company is listed or included.
- (c) Termination for Good Reason. You may terminate your employment for Good Reason (as defined below) and subject to your execution of the release described in subparagraph (g) below, you will be entitled to the same post-employment payments set forth in subsection (a) above. For purposes of this Agreement, resigning with “Good Reason” means that you resign from employment after the occurrence of any of the following: (i) a material diminution in your authority, duties or responsibilities, (ii) a material reduction in your aggregate compensation (excluding bonuses for which you did not qualify) unless such reduction is concurrently made to all of the Company’s senior management, (iii) the Company relocates more than twenty-five (25) miles from New York City, or (iv) a material breach of any other material term of this Agreement; provided, however, that any such condition shall not constitute Good Reason unless you provide written notice to the Company of the condition claimed to constitute Good Reason within thirty (30) days of the initial existence of such condition and, thereafter, the Company fails to cure such condition within thirty (30) days following its receipt of such written notice.
- (d) Disability. You shall be considered to be “Disabled” if, in the Company’s reasonable opinion after receiving the written report of an independent physician selected by the Company, you are incapable, due to mental or physical disability, of performing the essential functions of your duties for a period of sixty (60) days (whether or not consecutive) during any period of one hundred twenty (120) days. In the event you shall become Disabled during the Term, the Company may terminate your employment and the Term and the Company shall have no further obligation or liabilities to you, except (i) payment of accrued and unpaid Salary described in Paragraph 3 through the date of termination plus (ii) any accrued and unpaid Bonus amount described in Paragraph 4 for the year prior to termination, which such Bonus shall still be payable on or about March 15th of the year following its accrual.
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- (e) Death. In the event of your death, your employment and the Term shall terminate immediately and the Company shall have no further obligation or liabilities to you or your estate except that your estate shall be entitled to receive (i) payment of accrued and unpaid Salary described in Paragraph 3 through the date of termination plus (ii) any accrued and unpaid Bonus amount described in Paragraph 4 for the year prior to your death, which such Bonus shall still be payable on or about March 15th of the year following its accrual.
 - (f) Change of Control. The term "Change of Control", as used herein, shall mean when any person or group (excluding the Company or any of its affiliates) becomes the beneficial owner of securities representing 50% or more of the combined voting power of the Company's then outstanding securities. If, during the period commencing 30 days prior to a Change of Control and ending 180 days after a Change of Control, you are terminated by the Company other than for Cause or you quit for Good Reason, you are entitled to receive an amount equal to the lesser of (A) two and one-half (2.5) times the sum of (i) the annual Base Salary to which you were entitled under Section 3 as of the date termination plus (ii) the average cash bonus received by the Executive for the preceding three-year period ending on the last pervious December 31st or (B) the maximum amount which is tax deductible to the Company under Internal Revenue Code Section 280G. The foregoing shall be in lieu of, and not in addition to, any other payments or compensation you would otherwise be entitled to hereunder as a result of your termination.
 - (g) Termination Payment. Provided the Company makes the payments required under this Agreement that are attributable to the termination of your employment, such payments shall be in full and complete satisfaction and release of any and all claims you or your beneficiaries, estate or legal representatives may have against the Company and/or its subsidiaries or affiliates hereunder. Notwithstanding anything contained in this Agreement, the Company shall have no obligation to make any payment to you under this Agreement unless and until you execute and deliver to the Company a general release from any and all liability and all applicable periods of time have expired such that the Company shall irrevocably be entitled to enjoy the benefits of the aforementioned release.
10. Non-Solicitation/Non-Competition Agreement. You recognize that the services to be performed by you hereunder are special and unique. In consideration of the compensation granted herein, you agree that for as long as you are receiving your Salary under this Agreement or, if you are terminated by the Company for Cause or if you quit or resign your position without Good Reason, through December 31, 2023, you shall not, directly or indirectly, anywhere in the United States, whether individually or as a principal officer, employee, partner, member, director or agent of, or consultant for, any person or entity: (i) become employed by, an owner of, or otherwise affiliated with, or furnish services to, [*****], (ii) solicit any business from any customers of the Company, or (iii) hire, offer to hire, entice away, or in any manner persuade or attempt to persuade any employee of the Company to discontinue his/her employment with the Company or any other party that has a business relationship with the Company to discontinue his/her/its business relationship with the Company.
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11. Discoveries. You agree to disclose promptly in writing to the Board of Directors of the Company all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "Discoveries") to the extent such Discoveries have been reduced to practice, in whole or in part, whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which you, while employed by the Company, conceive, make, develop, acquire or reduce to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business or interests, or are used or usable by the Company, or arise out of or in connection with the duties performed by you. You hereby transfer and assign to the Company all right, title and interest in and such Discoveries that are conceived, made, developed, acquired or reduced to practice during your employment with the Company, including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, You will, without any additional compensation, from time to time during, and after the expiration or termination of, the Term, execute such further instruments (including applications for copyrights, patents, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its rights in respect of such Discoveries. All reasonable expenses incurred by you in complying with the Company's request and all expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but you shall cooperate in filing and/or prosecuting any such application.
 12. Covenant Not to Disclose. You covenant and agree that you will not at any time during or after the Term, reveal, divulge or make known to any person (other than (i) to the Company, or (ii) in the regular course of business of the Company) or use for your own account any confidential or proprietary records, data, processes, ideas, methods, devices, business concepts, inventions, discoveries, know-how, trade secrets or any other confidential or proprietary information whatsoever (the "Confidential Information") previously possessed or used by the Company or any of its subsidiaries or affiliates, (whether or not developed, devised or otherwise created in whole or in part by your efforts) and made known to you by reason of your employment by or affiliation with the Company. You further covenant and agree that you shall retain all such knowledge and information which you shall acquire or develop respecting such Confidential Information in trust for the sole benefit of the Company and its successors and assigns. Additionally, you agree that all right, title and interest in and to any discoveries, processes, ideas, methods and/or business concepts that you develop during the Term relating to the business of the Company are, and shall remain the property of the Company, and you hereby assign to the Company any right, title and interest you might otherwise claim therein.
 13. Business Materials, Covenant to Report. All written materials, records and documents made by you or coming into your possession concerning the business or affairs of the Company shall be the sole property of the Company and, upon the termination or expiration of your employment with the Company or upon the request of the Company at any time, you shall promptly deliver the same to the Company and shall retain no copies thereof. You agree to render to the Company such reports of your activities or activities of others under your direction during the Term as the Company may request.
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- 14. Governing Law; Injunctive Relief.
 - 14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, excluding choice of law rules thereof.
 - 14.2 You acknowledge and agree that, in the event you shall violate any of the restrictions of Paragraphs 10, 11, 12 or 13 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving damages or posting a bond or other security, and without prejudice to any other remedies which it may have at law or in equity. Each of you and the Company acknowledges and agrees that, in addition to any other state having proper jurisdiction, any such relief may be sought in, and for such purpose each of you and the Company consents to the jurisdiction of, the courts of the State of New York.
- 15. Assignment. This Agreement, as it relates to your employment, is a personal contract and your rights and interests hereunder may not be sold, transferred, assigned, pledged or hypothecated.
- 16. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes when hand delivered or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or courier, or facsimile, addressed, if to the Company, at the Company's offices, Attn: Chief Executive Officer, and if to you, at the address of your personal residence as maintained in the Company's records, or at such other address as any party shall designate by notice to the other party given in accordance with this Paragraph 16.
- 17. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior agreements between such parties with respect to the subject matter hereof, and cannot be amended, supplemented or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any such amendment, supplement or modification is sought.
- 18. Execution in Counterparts; Signatures; Severability. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic mail signatures hereon shall constitute original signatures. If any provisions of this Agreement as applied to any part or to any circumstance shall be adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances or the validity or enforceability of this Agreement.
- 19. Representation by Counsel; Interpretation. Each party acknowledges that it has been represented by counsel or has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule or law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by such parties. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties hereto.

STEVEN MADDEN, LTD.

Signature:

By: /s/ Edward R. Rosenfeld
Edward R. Rosenfeld, CEO

Counter-signature:

/s/ Zine Mazouzi
Zine Mazouzi

Steve Madden Announces Chief Financial Officer Transition

LONG ISLAND CITY, N.Y., December 10, 2020 – Steve Madden (Nasdaq: SHOO), a leading designer and marketer of fashion-forward footwear, accessories and apparel for women, men and children, today announced the appointment of Zine Mazouzi, currently Chief Accounting Officer and Senior Vice President of Finance and Operations, to succeed Arvind Dharia as Chief Financial Officer, effective January 1, 2021. To ensure a smooth transition, Mr. Dharia will serve in an advisory capacity through 2021.

Mr. Mazouzi has over 20 years of experience in the footwear industry and a proven record in corporate finance, financial planning and analysis, operations, strategic planning and risk management. Prior to joining Steve Madden, he served in various leadership roles at Sears Holdings Corporation, including Head of Sears & Kmart Footwear, Home and Fine Jewelry and Chief Financial Officer of Sears & Kmart Footwear. Prior to that, Mr. Mazouzi served in various leadership roles including Chief Financial Officer of Nine West Group.

Mr. Dharia has served as Steve Madden’s Chief Financial Officer since October 1992. He has been instrumental in building the Company’s finance organization as well as a key member of the executive leadership team.

Edward Rosenfeld, Chairman and Chief Executive Officer, commented, “We can’t thank Arvind enough for his service to the Company over the past 28 years, and I am deeply appreciative of his partnership over the 15 years that I have had the pleasure of working with him.

“We are excited to have Zine, who has been part of our leadership team for the past two years, step into the Chief Financial Officer role. His strong financial, operational and leadership experience – combined with his deep understanding of footwear, accessories and retail – will help Steve Madden drive profitable growth and create value for shareholders over the long term.”

Mr. Mazouzi said, “I am thrilled to take on my new role as CFO. I look forward to continuing to work closely with the leadership team to execute our strategic growth initiatives while maintaining our strong financial position.”

Steve Madden, Founder and Creative and Design Chief, commented, “I’m grateful to have had Arvind as a partner in building the business since the very beginning, and he has been instrumental in the Company’s success. Steve Madden would not be what it is today without him.”

About Steve Madden

Steve Madden designs, sources and markets fashion-forward footwear, accessories and apparel for women, men and children. In addition to marketing products under its own brands including Steve Madden®, Dolce Vita®, Betsey Johnson®, Blondo®, Report®, Cejon®, GREATS®, BB Dakota®, Mad Love® and Big Buddha®, Steve Madden is a licensee of various brands, including Anne Klein®, Superga® and DKNY®. Steve Madden also designs and sources products under private label brand names for various retailers. Steve Madden’s wholesale distribution includes department stores, specialty stores, luxury retailers, national chains, mass merchants and online retailers. Steve Madden also operates retail stores and e-commerce websites. Steve Madden licenses certain of its brands to third parties for the marketing and sale of certain products, including ready-to-wear, outerwear, eyewear, hosiery, jewelry, fragrance, luggage and bedding and bath products. For local store information and the latest Steve Madden booties, pumps, men’s and women’s boots, fashion sneakers, slippers, dress shoes, sandals and more, visit <http://www.stevemadden.com>.

Contact

Steven Madden, Ltd.
Director of Corporate Development & Investor Relations
Danielle McCoy
718-308-2611
InvestorRelations@stevemadden.com
