
**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: February 2, 2015
(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

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))
-
-

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

(e) On February 2, 2015, Steven Madden, Ltd. (the “Company”) entered into an amendment (the “Sixth Amendment”) to its existing employment agreement, dated January 1, 1998, as amended (the “Dharia Employment Agreement”), with Arvind Dharia, the Company’s Chief Financial Officer. The Sixth Amendment amends the Dharia Employment Agreement effective as of January 1, 2015 to: (a) extend the term of Mr. Dharia’s employment (which by its terms expired on December 31, 2014) to December 31, 2017, (b) increase Mr. Dharia’s annual base salary to \$582,455, a 5% increase over his prior salary, for the remainder of the term, (c) provide for an award on February 2, 2015 of 15,000 restricted shares of the Company’s common stock, \$0.0001 per share, under the Steven Madden, Ltd, 2006 Stock Incentive Plan, as amended, which shares will vest in equal annual installments of 3,000 shares over a five-year period, commencing on February 2, 2016, and (d) increase the amount of Mr. Dharia’s automobile allowance from \$1,400 to \$1,600 per month. All other terms of the Dharia Employment Agreement remain unchanged.

The foregoing description of the Sixth Amendment to the Dharia Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Sixth Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
10.1	Amendment No. 6 to Employment Agreement dated February 2, 2015 between the Company and Arvind Dharia

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: February 4, 2015

STEVEN MADDEN, LTD.

By: /s/ Edward R. Rosenfeld

Name: Edward R. Rosenfeld

Title: Chief Executive Officer

AMENDMENT No. 6 TO EMPLOYMENT AGREEMENT

This Amendment No. 6 dates as of February 2, 2015 (the "Amendment") to that certain Employment Agreement by and between Steven Madden, Ltd., a Delaware corporation (the "Company") and Arvind Dharia (the "Executive"), as amended.

WITNESSETH:

WHEREAS, the Company and the Executive are parties to that certain Employment Agreement, dated as of January 1, 1998, as amended by five subsequent Amendments dated prior to this date (collectively, the "Original Agreement"); and

WHEREAS, the Executive and the Company desire to amend the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of January 1, 2015, the original Agreement is amended as follows:
 - a. The first sentence of Section 3 of the Original Agreement shall be deleted in its entirety and in lieu thereof the following sentence shall be inserted:
 - i. "The term of this Agreement, unless sooner terminated in accordance with the provisions set forth herein, shall be for the period commencing on January 1, 2015 and terminating on December 31, 2017 (the "Term").
 - b. Section 4.1 of the Original Agreement shall be deleted in its entirety and in lieu thereof the following paragraph shall be inserted:
 - i. "The Company shall pay to Executive an annual base salary of Five Hundred Eighty Two Thousand Four Hundred Fifty Five Dollars (\$582,455.00); this shall remain the base salary for the remainder of the term."
 - c. The Executive shall receive a grant of Fifteen Thousand (15,000) shares of restricted stock on February 2, 2015, vesting one-fifth of total grant per year for five years on the anniversary of the grant date.
 - d. Section 4.3 of the Original Agreement, subsequently amended in Amendment Number 5, Section 1(d), shall be further amended by deleting the amount \$1,400 and inserting in lieu thereof \$1,600.
2. As hereinabove modified, all of the terms and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 of the date first set forth above.

STEVEN MADDEN, LTD.

/s/ Edward Rosenfeld
Edward Rosenfeld, Chairman and CEO

/s/ Arvind Dharia
Arvind Dharia
