

**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):
June 19, 2020**

MATTEL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-05647
(Commission
File No.)

95-1567322
(I.R.S. Employer
Identification No.)

333 Continental Boulevard, El Segundo, California
(Address of principal executive offices)

90245-5012
(Zip Code)

**Registrant's telephone number, including area code
(310) 252-2000**

N/A
(Former name or former address, if changed since last report)

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$1.00 per share	MAT	The Nasdaq Global Select Market

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.

Section 5 – Corporate Governance and Management

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

On June 19, 2020, Mattel, Inc. (the “Company” or “Mattel”) appointed Anthony P. DiSilvestro as Chief Financial Officer (“CFO”) of the Company effective on the date following the filing of the Company’s Quarterly Report on Form 10-Q for the three months ended June 30, 2020, which is anticipated to be filed July 30, 2020 (the “Form 10-Q Filing”). Also on June 19, 2020, Mattel determined that Joseph J. Euteneuer, the Company’s current CFO, will no longer serve as CFO after the Form 10-Q Filing date. Mr. Euteneuer will remain with the Company through August 3, 2020 or, if later, the Form 10-Q Filing date, and will then leave the Company as part of the Company’s previously announced transition plan. To ensure a smooth transition, Mr. DiSilvestro will join Mattel on June 29, 2020 and serve as Executive Advisor until he becomes CFO.

Mr. DiSilvestro, age 61, served as Senior Vice President and CFO of Campbell Soup Company from May 2014 to September 2019. Mr. DiSilvestro also served in various other financial leadership roles at Campbell Soup Company, including as Senior Vice President – Finance from 2010 to 2014, Vice President – Controller from 2004 to 2010, Vice President – Finance and Strategy, International Division from 2002 to 2004, Vice President – Strategic Planning and Corporate Development from 2001 to 2002, Vice President – Finance, North America Division from 1999 to 2001, and Vice President and Treasurer from 1996 to 1999.

On June 19, 2020, the Company entered into a letter agreement with Mr. DiSilvestro (the “Offer Letter”), pursuant to which Mr. DiSilvestro will receive an annual base salary of \$900,000, and his annual target bonus under the Mattel Incentive Plan will be 100% of his base salary, up to a maximum of 200% of his base salary, which will not be prorated for 2020. Mr. DiSilvestro will receive service-vesting new-hire equity grants on June 30, 2020 of (i) restricted stock units valued at \$525,000, which will be converted into a number of shares by dividing the grant value by the fair market value of Mattel’s common stock on the grant date; and (ii) a stock option to purchase a number of shares of the Company’s common stock valued at \$525,000, which will be converted into a number of option shares by dividing the grant value by a Black-Scholes value based on the fair market value of Mattel’s common stock on the grant date. The service-vesting new-hire equity grants will be granted under the Company’s Amended and Restated 2010 Equity and Long-Term Compensation Plan and will vest as to one-third of the shares subject thereto on each of the first three anniversaries of the grant date, subject to Mr. DiSilvestro’s continued service with Mattel through each applicable vesting date. In addition, Mr. DiSilvestro will receive a performance-based equity grant valued at \$1,050,000, under Mattel’s next Long-Term Incentive Program (“LTIP”) performance cycle to be established by the Compensation Committee of the Company’s Board of Directors, which will vest based on Mattel’s financial performance over the course of the next LTIP performance cycle and will be subject to Mr. DiSilvestro’s continued service with Mattel through the settlement date of the award. Mr. DiSilvestro will be eligible to receive annual equity awards beginning in 2021 pursuant to Mattel’s annual equity award program. Mr. DiSilvestro will also receive a monthly car allowance in the amount of \$2,000 for his automobile expenses, receive reimbursement for financial counseling, not to exceed \$10,000 on an annual basis, and be a participant in Mattel’s Executive Severance Plan B (“Severance Plan B”) upon his delivery to the Company of an executed participation letter agreement pursuant to which he agrees to be bound by the terms and conditions of Severance Plan B. Mr. DiSilvestro will also be provided with relocation benefits in accordance with the terms of the Company’s Relocation Program.

Mr. Euteneuer is a participant in Severance Plan B. In connection with his separation from the Company, Mr. Euteneuer entered into a letter agreement with the Company on June 22, 2020 (the “Separation Agreement”). The Separation Agreement provides that Mr. Euteneuer’s separation will be a Covered Termination (as defined in Severance Plan B), provided that Mr. Euteneuer does not commit an act that constitutes grounds for termination for Cause (as defined in Severance Plan B) or resign without Good Reason (as defined in Mr. Euteneuer’s Participation Letter Agreement under Severance Plan B) between the date of signing the Separation Agreement through August 3, 2020 or, if later, the Form 10-Q Filing date. In connection with his Covered Termination, among other things, the Separation Agreement provides that Mr. Euteneuer will be eligible to receive severance payments and benefits pursuant to Severance Plan B and his Participation Agreement, dated September 25, 2017.

The foregoing descriptions are qualified in their entirety by reference to the Offer Letter, the participation letter agreement under Severance Plan B, the Separation Agreement, and Severance Plan B, copies of which are filed as Exhibits 10.1, 10.2, 10.3, and 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Section 7 – Regulation FD

Item 7.01. Regulation FD Disclosure.

On June 23, 2020, Mattel issued a press release regarding Mr. DiSilvestro’s appointment as the Company’s Chief Financial Officer and Mr. Euteneuer leaving the Company, a copy of which is furnished as Exhibit 99.1 hereto.

In accordance with General Instruction B.2 of Form 8-K, the information in this Item 7.01, including Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Letter Agreement between Mattel, Inc. and Anthony P. DiSilvestro, dated June 19, 2020, regarding an offer of employment for the position of Executive Advisor and Chief Financial Officer
10.2	Participation Letter Agreement under the Mattel, Inc. Executive Severance Plan B between Mattel, Inc. and Anthony P. DiSilvestro, dated June 19, 2020
10.3	Separation Agreement between Mattel, Inc. and Joseph J. Euteneuer, dated June 22, 2020
10.4	Mattel, Inc. Executive Severance Plan B, (effective July 1, 2014) (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed July 21, 2014)
99.1**	Press release dated June 23, 2020
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

** Furnished herewith

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: June 23, 2020

MATTEL, INC.

By: /s/ Robert Normile

Name: Robert Normile

Title: Executive Vice President, Chief Legal Officer and Secretary



create the future.
inspire wonder.

June 19, 2020

Anthony DiSilvestro
7 College Avenue
Haverford, PA 19041

Dear Anthony,

Congratulations! We are excited to invite you to join us at Mattel, Inc. - where we inspire wonder in the next generation to shape a brighter tomorrow.

Mattel HQ, Inc. (the "Company") would like to extend you an offer of employment for the position of Executive Advisor, contingent on the terms and conditions set forth in the General Information section below, with a hire date of June 29, 2020. You will transition into the role of Chief Financial Officer on the date following the filing of our Form 10-Q for the second quarter of fiscal year 2020. You will report directly to the Company's Chief Executive Officer, and your primary work location will be the Company's El Segundo Headquarters. This letter provides an overview of some of the compensation, benefit and employee program offerings that will be available to you as an employee of the Company (which is part of the Mattel family of companies), should you choose to accept our offer. For purposes of this letter, "Company" will refer to Mattel HQ, Inc., or any entity within the Mattel family of companies that may later become your employer-(notice will be provided). During your employment with the Company, you agree to devote substantially all of your working time, attention, and energies to the business of the Company.

SALARY

Your annualized base salary will be \$900,000 ("Annual Base Salary"), payable on a bi-weekly basis, less applicable federal and state taxes and other required withholdings. As this is an exempt position, you are not eligible for overtime pay. Paychecks are issued every other Friday for the previous two weeks. For payroll purposes, our workweek is Monday through Sunday.

BONUS - MATTEL INCENTIVE PLAN

Mattel, Inc. ("Mattel") provides the Mattel Incentive Plan ("MIP"), which is an annual, discretionary, global bonus plan that provides employees the opportunity to earn an award based on Mattel's financial performance and individual performance results. You are eligible for a target MIP award of 100% of your eligible earnings (which under the terms of the MIP is equal to 100% of your Annual Base Salary), up to a maximum of 200%. The amount of your actual award, if any, may be more or less than your target, depending on Mattel's financial performance results and your individual performance results. Mattel must achieve a minimum financial performance goal before an award pool is generated and funded.

Anthony DiSilvestro

Page 1 of 9



You are eligible for the 2020 plan year award, if you commence active employment in a Regular status (as defined in the Company's Employee Handbook) on or before October 5, 2020, and your award, if any, for the 2020 plan year will be based on 100% of your Annual Base Salary and will not be prorated based on your hire date. Earned awards are typically paid during the first quarter of the following year.

RELOCATION ASSISTANCE

The Company will provide services to assist you with your move to your work location. These services include travel, temporary accommodations, shipment of household goods, expense reimbursement, etc., in accordance with the Mattel Relocation Program, and must be initiated by December 31, 2020 and completed within twelve (12) months from your hire date.

With respect to relocation services, please review and sign the Relocation Repayment Agreement, attached hereto as Exhibit A. This details your repayment obligations in the event that you choose to voluntarily terminate your employment with the Company, or you are discharged for Cause as defined in the Mattel, Inc. Executive Severance Plan B (referred to herein as "Cause" and the "Severance Plan" respectively). Your signed Relocation Repayment Agreement must be returned to Mattel before your relocation benefits can be initiated.

STOCK - EQUITY GRANTS

You will receive a total equity grant value in 2020 of \$2,100,000, which will include a time-based new hire equity grant with a value of \$1,050,000 and a performance-based equity grant of \$1,050,000.

Time-Based New Hire Equity Grant

You will receive a time-based new hire equity grant with a value of \$1,050,000, with a grant date of the last trading day of the month in which you commence employment at the Company, and such equity grant will be allocated as follows based on Mattel's equity portfolio approach:

- **Restricted Stock Units:** Restricted stock units ("RSUs") with a grant value of \$525,000. The grant dollar value of the RSUs will be converted into a number of RSUs by dividing the grant dollar value by the closing stock price on the grant date.
 - The RSUs will vest as follows over the three-year period following the grant date, subject to your continued employment with the Company through each vesting date: 33% on the first anniversary of the grant date, 33% on the second anniversary of the grant date, and 34% on the third anniversary of the grant date.
 - Upon vesting, you will receive shares of Mattel stock, less applicable federal and state taxes and other required withholdings.
- **Stock Options:** A stock option grant to purchase shares of Mattel stock with a grant value of \$525,000. The grant dollar value of the stock option grant will be converted into a number of option shares by dividing the grant dollar value by the Black-Scholes fair value based on the closing stock price on the grant date.

- The stock option grant will vest as follows over the three-year period following the grant date subject to your continued employment with the Company through each vesting date: 33% on the first anniversary of the grant date, 33% on the second anniversary of the grant date, and 34% on the third anniversary of the grant date.
- The exercise price of the stock option grant will equal the closing price of Mattel stock on the grant date.

Performance-Based Equity Grant

You will receive a grant, under the next Long-Term Incentive Program (“LTIP”) cycle that is established by the Committee, of performance-based RSUs (“PSUs”) with a grant value of \$1,050,000. The grant dollar value will be converted into a number of PSUs based on a grant determination methodology to be approved by the Committee. You will receive this PSU grant under the LTIP and subject to the terms set forth therein, with a grant date of the later of (i) the last trading day of the month in which you commence employment at the Company or (ii) the next LTIP cycle grant date to be approved by the Committee. The LTIP provides senior executives the opportunity to earn shares of Mattel stock based on Mattel’s financial performance over the performance cycle established by the Committee.

- If you remain employed by the Company through the applicable settlement date, the PSUs will vest based on certified achievement of performance after the end of the performance cycle established by the Committee.
- Upon vesting, you will receive shares of Mattel stock, less applicable federal and state taxes and other required withholdings.

Annual Equity Grant

You will also be eligible to receive an annual equity grant beginning in 2021. Typically, annual equity grants are made around August 1 of each year. Your annual equity grant recommendation may vary each year and will be submitted to the Committee for approval. Currently, Mattel’s annual equity grant portfolio approach for senior executives encompasses three grants: time-based RSUs and stock options, as well as PSUs granted under our LTIP.

Please note this is a summary of your equity grants, and you will be required to accept online the equity grant agreements that set forth the terms and conditions that govern your equity grants.

STOCK OWNERSHIP

You will be subject to stock ownership guidelines established as a multiple of base salary commensurate with your job level. Your stock ownership requirement will be four (4) times your then current base salary. You will have five (5) years from your hire date to attain your targeted level of ownership.

CAR ALLOWANCE

You will receive a monthly car allowance in the amount of \$2,000 for all your automobile expenses, payable on a biweekly basis, less applicable federal and state taxes and other required withholdings. The car allowance is intended to cover all automobile expenses including mileage, gasoline, maintenance and insurance.



FINANCIAL COUNSELING

You will be eligible to receive reimbursement from Mattel of up to \$10,000 per year, less applicable federal and state taxes and other required withholdings, for financial counseling services through a company of your choice.

DEFERRED COMPENSATION

You will be eligible to participate in the Mattel, Inc. Deferred Compensation & PIP Excess Plan (“DCP”). Under this plan, you may elect to defer a portion of your salary or annual MIP bonus, as well as continue pre-tax contributions and Mattel contributions that cannot be made into our 401(k) plan due to IRS limitations, with various investment and payment options available.

You will receive emailed DCP information around 30 days from your hire date that provides additional details regarding your enrollment options.

BENEFITS AND EMPLOYEE PROGRAMS

Mattel offers a comprehensive benefits package and an extensive array of valuable programs and services designed to help our employees create a healthy lifestyle, build a financial future and enhance work/life integration.

Health and Welfare

The following is a brief outline of the health and welfare benefits in which you and your qualified dependents, if applicable, will be eligible to participate in as of your hire date, with the exception of short & long-term disability insurance, which are available upon the successful completion of your first 90 days of employment.

Medical, Prescription	Life Insurance
Dental	Business Travel Coverage
Vision	Short & Long-Term Disability

You will receive information about your health and welfare benefits in your new hire packet.

Retirement/401(k)

Mattel provides eligible employees the opportunity to participate in a 401(k) retirement program that provides a variety of investment options. You will be automatically enrolled in the Mattel, Inc. Personal Investment Plan (“PIP”), which is a 401(k) savings/retirement plan, if you are age 20 or older. The PIP offers Mattel matching contributions as follows:

- **Employee Contributions:** The PIP allows for voluntary employee contributions up to 80% of your eligible compensation, subject to IRS limitations. You will be initially enrolled at 2% of your eligible compensation on a pre-tax basis, which will be matched 50% by Mattel, to help you get started. This contribution will begin automatically within about 45 days of your hire date. You will have the opportunity to opt-out of the 2% pre-tax contribution before the first deduction from your paycheck and may make changes anytime.
- **Mattel Matching Contributions:** Mattel will match your contributions 50% up to the first 6% of your eligible compensation. If you elect an employee contribution of at least 6%, you will receive the maximum Mattel matching contribution.

You will receive a PIP packet in the mail within two weeks of your eligibility date that provides additional details regarding your contribution and investment options.

Flexible Paid Time Off

Mattel recognizes the value of rest and relaxation and provides eligible exempt employees Flexible Paid Time Off (“Flexible PTO”) for personal and leisure time away from work, following successful completion of the introductory period (usually on the 90th day of continuous employment). While you do not have a specified amount of Flexible PTO, use of Flexible PTO is subject to the needs of the business and management’s discretion. For leaves of absence, jury duty, and sick leave, different practices apply.

COMPENSATION RECOVERY POLICY

As a direct report to the Chief Executive Officer, you will be subject to Mattel’s Compensation Recovery Policy (“Clawback Policy”). The Clawback Policy permits our Compensation Committee to require forfeiture or reimbursement of certain cash and equity that was paid, granted, or vested based upon the achievement of financial results that, when recalculated to include the impact of a material financial restatement, were not achieved, whether or not fraud or misconduct was involved.

This is a summary of the policy, and the full policy will be provided and available after your hire date.

SEVERANCE

If you execute the Participation Letter Agreement attached hereto as Exhibit B, you will be a participant in the Severance Plan as governed by the terms of the Participation Letter Agreement. The Company agrees to enter into the Participation Letter Agreement on or before your hire date.

GENERAL INFORMATION

This offer letter supersedes any prior communications you may have had with Company employees and/or representatives with respect to the Company’s offer of employment. This offer letter is only a summary of your compensation, benefit and employee program offerings. More details and plan provisions are provided in our Summary Plan Descriptions, Plan Documents or program summaries, which govern (except as otherwise provided herein) and are subject to periodic modification and revision. You will receive specific benefit information and enrollment instructions in the mail, and additional employee program information upon hire. Accordingly, this offer letter, including the exhibits attached hereto, and the Summary Plan Descriptions, Plan Documents, or program summaries, which govern the compensation, benefit, and employee programs offered herein reflect the entire understanding between you and the Company, with respect to the Company’s offer of employment. No Company employee and/or representative has the authority to make any promise related to this offer that is not contained in this offer letter and, by signing below, you affirm that you have not signed this offer letter in reliance on any such promise.

By signing below, you confirm that your negotiation, acceptance, and/or performance of the terms of this offer does not violate any contract or arrangement you have with any third party. If the Company (in its sole discretion) determines that your confirmation may be inaccurate for any reason, it can be a basis for terminating your employment with Cause, as defined in the Severance Plan. By signing below, you agree to indemnify the Company and the Mattel family of companies against any claims that are

Anthony DiSilvestro

Page 5 of 9



brought against such companies relating to any allegation that you violated any written contract or written arrangement between you and such third party in the negotiation, acceptance, and/or performance of the terms of this offer.

To the extent that any reimbursement of expenses or in-kind benefits constitutes “deferred compensation” under Section 409A of the Internal Revenue Code of 1986, as amended, such reimbursement or benefit shall be provided no later than December 31st of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year. The terms of this letter do not constitute a contract of employment for a definite period. This means that your employment with the Company will be “at will”, and either you or the Company have the right to terminate your employment at any time, for any or no reason, with or without cause or advance notice. The at-will relationship cannot be changed by any person, statement, act, series of events, or pattern of conduct and can only be changed by an express, written agreement signed by Mattel’s Chief Executive Officer and you. For purposes of clarity, your participation in any incentive or benefit program will not be construed as (i) any assurance of continuing employment for any particular period of time, or (ii) a restriction on the Company’s right to terminate your employment with or without notice or cause.

While we look forward to welcoming you to the Mattel family of companies, this offer is contingent upon satisfactory completion of a background check, including verification of all information listed on your resume, employment application and any other supporting documentation provided, such as previous employers, academic institutions attended, and eligibility to work in the United States. In addition, as a condition of your employment, you will need to sign an Employee Confidentiality and Inventions Agreement (in which you will be asked to disclose all prior inventions, if any, that you own), certify that you will, at all times, comply with Mattel’s Code of Conduct, and complete a Conflict of Interest Questionnaire. If you would like to review any of these forms before you make your decision to accept our offer, we can provide them.

Also, please note that you will be considered an Insider for purposes of Mattel’s Insider Trading Policy and are subject to window period restrictions. This means that you are restricted to conducting transactions in Mattel stock only during open window periods. Examples of such transactions include sales of shares underlying a stock option (including sales of shares to generate cash to pay the exercise price) and changes in elections in the Mattel stock fund of Mattel’s 401(k) plan. For more information about this Policy and its restrictions, you can access and/or obtain a copy of the Policy on Mattel’s Code of Conduct website.

Should you choose to accept our offer, you will receive a new hire packet containing information and forms that you will need to complete before starting with us. Please complete these forms, along with the documents noted in the New Hire Checklist, prior to your first day of employment.

Anthony, we are sincerely pleased to extend this contingent offer of employment and look forward to hearing from you soon. If you accept the terms of our offer as noted above, please sign below and return this letter. If I can answer any questions, please do not hesitate to contact me.

We hope you will join us so that, together, we can fulfill our promise to create experiences that capture kids’ hearts, open their minds, and explore their potential through play!

Anthony DiSilvestro

Page 6 of 9



Sincerely,

/s/ Amy Thompson

Amy Thompson

Executive Vice President and Chief People Officer

Agreed and accepted:

/s/ Anthony DiSilvestro

Anthony DiSilvestro

June 19, 2020

Date

Anthony DiSilvestro

Page 7 of 9





Exhibit A

REPAYMENT AGREEMENT

In exchange for receiving relocation benefits offered to me and outlined in the Senior Executive Homeowner Relocation Guide, I acknowledge and agree to the following conditions:

1. I understand and agree that the relocation benefits that have been and/or are extended by Mattel to me have not been earned and are conditional upon my continued employment with Mattel for a minimum of twenty-four (24) months from my relocation date, as determined by Mattel in its sole discretion ("effective relocation date"). Because these benefits are being provided in consideration for my relocation and continued employment for twenty-four (24) months, all amounts expended by Mattel, including tax withholdings, pursuant to this Agreement constitute compensation that has not been earned and remains subject to forfeiture in the event that I voluntarily terminate my employment or if I am terminated by Mattel for Cause, as defined by Mattel in my offer letter ("Cause"), prior to the twenty-four (24)-month anniversary of my effective relocation date. Fifty (50) percent of the cost of these relocation benefits, including tax costs borne by Mattel, will be earned upon my completion of twelve (12) months of employment following the effective relocation date, and the remaining fifty (50) percent will be earned upon my completion of twenty-four (24) months of employment following the effective relocation date.
2. I understand and agree that if I voluntarily terminate my employment or if I am terminated by Mattel for Cause, within twenty-four (24) months from the effective relocation date, I hereby promise to repay to Mattel, within thirty (30) days, any relocation benefits expended by Mattel and not yet earned by me. If the termination occurs within twelve (12) months of the effective relocation date I hereby agree to repay all relocation benefits. Should the termination occur within twenty-four (24) months of the effective relocation date, but after the initial twelve (12) months, I hereby agree to repay half of all relocation benefits. Such relocation benefits will include any tax withholdings on amounts paid to me by Mattel.
3. The exact amount to be repaid and repayment details and will be communicated by Mattel's Global Mobility team as soon as is administratively practical. Should any additional relocation related expenses be identified after the initial communication, these trailing relocation expenses will be communicated separately. I hereby agree to reimburse Mattel within thirty (30) days from the date repayment details are confirmed, for all or any part of the relocation benefits which I have not earned as of the date of my voluntary termination of employment or involuntary termination for Cause.
4. If I breach this Agreement by failing to repay any amount that I am required to repay under this Agreement by the time set forth herein, Mattel agrees to provide me with written notice of such failure to pay. If I fail to make the required payment within 15 days after receipt of such notice, I understand and agree to reimburse Mattel for any and all costs incurred in enforcing this Agreement for such payment, including but not limited to attorneys' fees and court costs, to the extent permitted by law.



5. I understand and agree that this Agreement does not constitute a contract of employment or a guarantee of employment for any period of time. My employment is at-will at all times, which means that either I or Mattel may terminate the employment relationship at any time with or without cause and with or without notice.
6. I understand that this Agreement represents the entire agreement between me and Mattel with respect to the repayment of relocation benefits and supersedes any prior agreements, whether written or oral, with respect to the repayment of relocation benefits. The terms of this Agreement may not be modified or waived unless such modification or waiver is agreed to in writing signed by me and an authorized representative of Mattel. Nothing contained herein shall be held to alter, vary, or affect any of the terms or conditions of my employment with Mattel. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Agreed and accepted:

/s/ Anthony DiSilvestro
Anthony DiSilvestro

June 19, 2020
Date

Anthony DiSilvestro

Page 9 of 9





Exhibit B

Anthony DiSilvestro
7 College Avenue
Haverford, PA 19041

Re: The Mattel, Inc. Executive Severance Plan B

Dear Anthony:

This letter agreement ("**Letter Agreement**") relates to the Mattel, Inc. Executive Severance Plan B (the "**Plan**").

Through this Letter Agreement, you are being offered the opportunity to become a participant in the Plan (a "**Participant**"), and thereby to be eligible to receive the severance benefits set forth therein. The day you start employment with Mattel (anticipated to be June 29, 2020) shall be your "**Eligibility Date**" for purposes of the Plan. Terms used in this Letter Agreement, but not otherwise defined, will have the meaning set forth in the Plan.

A copy of the Plan is attached to this Letter Agreement. You should read it carefully and become comfortable with its terms and conditions, and those set forth below.

By signing below, you will be acknowledging and agreeing to the following provisions:

- a. that you have received and reviewed a copy of the Plan;
- b. that participation in the Plan requires that you agree irrevocably and voluntarily to the terms of the Plan (including, without limitation, the covenants set forth in Section 7 of the Plan) and the terms set forth below; and
- c. that you have had the opportunity to carefully evaluate this opportunity, and desire to participate in the Plan according to the terms and conditions set forth herein.

Subject to the foregoing, we invite you to become a Participant in the Plan.

NOW, THEREFORE, you and Mattel (hereinafter referred to as "the parties") hereby AGREE as follows:

1. As a condition of receiving the Severance Benefit (other than the Accrued Amounts and Other Benefits), you must (a) execute and accept the terms and conditions of, and the effectiveness of, a General Release of All Claims (the "**Release**") in substantially the form attached hereto as Exhibit A (which form may be modified by Mattel to the extent Mattel determines in good faith that any such modification is necessary to make it valid and encompassing under applicable law) and such Release must become irrevocable within fifty- five (55) days following your Date of Termination, (b) comply with the covenants set forth in Section 7 of the Plan and (c) promptly resign from any position as an officer, director or fiduciary of any Mattel-related entity.

2. In consideration of becoming eligible to receive the Severance Benefits provided under the terms and conditions of the Plan, you agree to waive any and all rights, benefits, and privileges to severance benefits that you might otherwise be entitled to receive under any other plan or arrangement.

3. You understand that the waiver set forth in Section 2 above is irrevocable for so long as this Letter Agreement is in effect, and that this Letter Agreement and the Plan set forth the entire agreement between the parties with respect to any subject matter covered herein.

4. This Letter Agreement shall terminate, and your status as a Participant in the Plan shall end, on the first to occur of –
- a. your termination of employment for a reason other than a “Covered Termination” as defined in Section 2(e) of the Plan, and
 - b. the first anniversary of your Eligibility Date; provided that commencing on the first day of the first month following the month in which your Eligibility Date occurs and on the first day of each month thereafter (the most recent of such dates is hereinafter referred to as the “**Renewal Date**”), your participation in the Plan shall be automatically extended so as to terminate one year from such Renewal Date, unless at least 90 days prior to any Renewal Date (including prior to your Eligibility Date) Mattel shall give notice to you that your participation in the Plan shall not be so extended beyond the first anniversary of such Renewal Date. Accordingly, you shall retain your status as a Participant for at least 15 months following any notice from Mattel that your participation in the Plan is not being extended.

5. Notwithstanding anything herein to the contrary, if a Change of Control occurs while you are a Participant in the Plan, in no event will your status as a Participant in the Plan end prior to the end of the twenty-four (24) month period beginning on a Change of Control regardless of when any written notification is given to you terminating your participation in the Plan (including any written notification given prior to such Change of Control) in accordance with Section 4(b).

6. Your participation in the Plan shall continue in effect following any Covered Termination that occurs while you are a Participant in the Plan with respect to all rights and obligations accruing as a result of such termination.

7. You recognize and agree that your execution of this Letter Agreement results in your enrollment and participation in the Plan, that you agree to be bound by the terms and conditions of the Plan and this Letter Agreement, and that you understand that this Letter Agreement may not be amended or modified except pursuant to Section 12 of the Plan.

Dated: June 19, 2020

Mattel, Inc.

/s/ Ynon Kreiz

By: Ynon Kreiz

Title: Chairman and Chief Executive Officer

ACCEPTED AND AGREED TO this 19th day of June, 2020.

Anthony DiSilvestro

Your Name (printed)

/s/ Anthony DiSilvestro

Your Signature

EXHIBIT A TO PARTICIPATION LETTER AGREEMENT

**GENERAL RELEASE
OF ALL CLAIMS**

1. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned (the "**Participant**") does hereby on behalf of the Participant and the Participant's successors, assigns, heirs and any and all other persons claiming through the Participant, if any, and each of them, forever relieve, release, and discharge Mattel, Inc. ("**Mattel**") and its respective predecessors, successors, assigns, owners, attorneys, representatives, affiliates, Mattel corporations, subsidiaries (whether or not wholly-owned), divisions, partners and their officers, directors, agents, employees, servants, executors, administrators, accountants, investigators, insurers, and any and all other related individuals and entities, if any, and each of them (collectively, the "**Released Parties**"), in any and all capacities from any and all claims, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including, but not limited to attorneys' fees), damages, actions and causes of action, of whatever kind or nature, including, without limiting the generality of the foregoing, any claims arising out of, based upon, or relating to the hire, employment, remuneration (including salary; bonus; incentive or other compensation; vacation, sick leave or medical insurance benefits; or other benefits) or termination of the Participant's employment with Mattel.

2. This release ("**Release**") includes a release of all known and unknown claims the Participant may have as of the time of signing this Agreement against any Released Parties including, but not limited to, all claims under the Federal Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), Worker Adjustment & Retraining Notification Act (the WARN Act), the Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act (ADA), the Employee Retirement Income Security Act of 1974 (ERISA), and all claims based upon or related to discrimination, harassment, retaliation, defamation, breach of a contract or covenant, fraud, negligence, breach of duty, privacy, copyright, trademark or patent infringement, trade secrets, unfair competition, termination of the employment relationship, tort claims, common law claims, equitable claims, and any and all claims for violation of any federal, state, local, municipal, or other governmental law, statute, regulation, or ordinance.

This Release does not include: (i) any claims that the law does not permit the Participant to release by private agreement (including unemployment and workers' compensation benefits); (ii) vested benefits (except already validly denied benefits) under any employee-benefit plan governed by ERISA; (iii) any right to be indemnified by the Company (including, without limitation, the Participant's rights under Section 2802 of the California Labor Code); (iv) Participant's right to enforce the Participant Letter Agreement and this Release.

3. Notwithstanding any other provision of this Release, this Release does not apply to any rights or claims which arise after the execution of this Release.

4. This Release covers both claims that the Participant knows about and those the Participant may not know about. The Participant expressly waives all rights afforded by any statute (such as Section 1542 of the Civil Code of the State of California) which limits the effect of a release with respect to unknown claims. The Participant understands the significance of the Participant's release of unknown claims and the Participant's waiver of statutory protection against a release of unknown claims (such as under Section 1542). Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provisions of Section 1542, the Participant expressly acknowledges that this Release is intended to include both claims that the Participant knows about and those the Participant does not know or suspect to exist.

5. The Participant hereby represents and warrants that he or she has not filed, initiated, or prosecuted (or caused to be filed, initiated, or prosecuted) any lawsuit, complaint, charge, action, compliance review, investigation, or proceeding with respect to any claim this Release purports to waive, and the Participant covenants never to do so in the future, whether as a named plaintiff, class member, or otherwise. The Participant understands that this Release does not prevent him/her from communicating directly with, cooperating with, or providing information to any government or regulatory entity (such as the U.S. Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), U.S. Department of Labor (DOL), U.S. Securities and Exchange Commission (SEC)), and/or state or local analogues, subject to any obligation Participant may have to take steps to protect confidential information from public disclosure. Further, the Participant understands that this Release does not prevent him/her from filing, cooperating with, or participating before the Equal Employment Opportunity Commission or any state or local fair employment practices agency. Provided however, that the Participant acknowledges that he/she releases any right to personally seek reinstatement, damages, remedies, or other relief as to any claim that the Participant released by signing this Release, as the Participant has waived any right the Participant might have had to any of those things to the extent such release is not prohibited by law.

If the Participant is ever awarded or recovers any amount as to a claim the Participant purported to waive in this Release, the Participant agrees that the amount of the award or recovery shall be reduced by the amounts he or she was paid under this Plan, increased appropriately for the time value of money, using an interest rate of 10% per annum. The Participant covenants to never directly or indirectly make a claim against any Released Party under California Business & Professions Code Section 17200 or under any other unfair competition law of any jurisdiction, whether as a named plaintiff, class member, or otherwise.

6. The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Release shall be construed in accordance with its fair meaning and in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

7. The Participant is strongly encouraged to consult with an attorney before signing this Release. The Participant acknowledges that the Participant has been advised of this right to consult an attorney and the Participant understands that whether to do so is the Participant's decision. The Participant acknowledges that Mattel has advised the Participant that the Participant has twenty-one (21) days in which to consider whether the Participant should sign this Release and has advised the Participant that if the Participant signs this Release, the Participant has seven (7) days following the date on which the Participant signs the Release to revoke it and that the Release will not be effective until after this seven-day period had lapsed. In order to revoke the Release, Participant must deliver a signed notice of revocation to the Chief People Officer at 333 Continental Blvd. El Segundo, CA, 90245, no later than the end of the seventh calendar day after the day on which the Participant signed this Release. If Participant revokes this Release, it will not go into effect and Participant will not receive any payments or benefits that are contingent on Participant's agreement to this Release.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Date:

Mattel, Inc.

Date:

[Participant]



June 22, 2020

Joseph Euteneuer
c/o Mattel, Inc.
333 Continental Boulevard
El Segundo, CA 90245

Dear Joe,

This letter ("Letter Agreement") memorializes our discussions with respect to your upcoming separation of employment (the "Separation") with Mattel, Inc. (the "Company") the later of (i) the day of, and after the filing of, the Company's Form 10-Q for the second quarter of fiscal year 2020, or (ii) your anticipated termination date, August 3, 2020 (the "Termination Date"), including with respect to your employment through the Termination Date and with respect to the application of certain terms of the Mattel, Inc. Executive Severance Plan B (the "Plan") and the participation letter relating to the Plan, dated September 25, 2017, between you and the Company (the "Participation Letter"). This Letter Agreement also serves as notice of termination pursuant to Section 15 of the Plan; and, you specifically agree and acknowledge to waive the requirement in Section 2(f) that the Termination Date be no more than fifteen (15) days after the actual receipt of the notice of termination. This Letter Agreement, the Plan, and the Participation Letter constitute the full understanding of you and the Company with respect to the Separation and your entitlement to severance pay or benefits from the Company and its affiliates.

Service through the Termination Date. At this time, it is expected that you will remain in your role as the Company's Chief Financial Officer, reporting to the Chief Executive Officer through the Termination Date (such period of time, the "Transition Period"). We provide this information so that you and the Company can work towards a smooth transition; however, you acknowledge and agree that: (i) the Plan and your Participation Letter remain in full effect through your Termination Date; (ii) nothing in this Letter Agreement alters or changes the at-will employment relationship that exists between you and the Company; and (iii) the length of the Transition Period is subject to change as determined by the Company.

Resignation from All Positions. You agree to tender your resignation from any and all positions you occupy as an officer of the Company or of any direct or indirect subsidiary of the Company no later than the Termination Date by signing the resignation letter in the form of Exhibit A to this Letter Agreement and returning it to me.

Severance Payments and Benefits under the Plan. For purposes of the Plan, the Separation is currently deemed a "Covered Termination" (as defined in Section 2(e) of the Plan). This will remain the case unless you commit an act that constitutes grounds for termination for Cause (as defined in the Plan) between the date you sign the agreement and the Termination Date. Accordingly, in connection with the Separation, you will be entitled to the severance payments and benefits set forth in Section 3(b) (the "Severance Benefits"), so long as: (i) your employment is not terminated for any reason other than a Covered Termination (for the avoidance of doubt, if you resign without good reason prior to the end of the Transition Period or if your employment is terminated for Cause (as defined in the Plan) you will not be eligible to receive the Severance Benefits under the Plan); (ii) following the Termination Date, you execute a release in substantially the form attached as Exhibit A to the Participation Letter (the "Release"); (iii) the executed Release becomes irrevocable within 55 days of the Termination Date; and (iv) you comply with the covenants set forth in Section 7 of the Plan. You agree and acknowledge that the Plan, your Participation Letter, the Release, and the Compensation Recovery Policy (effective September 25, 2017) remain in full effect and that this Letter Agreement shall

not interfere with or restrict the right of the Company to discharge you for Cause (as defined in the Plan) and you acknowledge and agree that if your employment terminates for any reason other than a Covered Termination, you will not be eligible to receive the Severance Benefits under the Plan. The Termination Date shall be the "Date of Termination" for all purposes of the Plan.

Full Agreement. This Letter Agreement, the Plan, the Participation Letter, the Release, the Compensation Recovery Policy, and the 2017 Employee Confidentiality and Inventions Agreement, dated September 26, 2017, by and between you and the Company (collectively, the "Agreements") constitute the full understanding of you and the Company with respect to the Separation. Without limiting the generality of the foregoing, you expressly acknowledge and agree that except as specifically set forth in the Agreements, you are not entitled to receive any severance pay or benefits from the Company and its affiliates.

Governing Law. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws. The dispute resolution provisions of the Plan shall apply to this Letter Agreement.

Miscellaneous. This Letter Agreement may be amended, modified or changed only by a written instrument executed by you and the Company. The captions of this Letter Agreement are not part of the provisions hereof and shall have no force or effect. This Letter Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

You have been and remain a valuable part of the business. We are counting on your help through this transition. Please feel free to reach out to Amy Thompson with any questions.

Sincerely,

Mattel, Inc.

By: /s/ Ynon Kreiz

Ynon Kreiz
Chief Executive Officer

Acknowledged and Agreed:

/s/ Joseph Euteneuer

Joseph Euteneuer

Exhibit A

Date: _____

Mattel, Inc.
333 Continental Boulevard
El Segundo, California 90245

Re: Resignation from director and/or officer positions with Mattel and its subsidiaries

Ladies and Gentlemen:

I hereby resign from any position I occupy as an officer of Mattel, Inc. and/or as a director or officer of any direct or indirect subsidiary of Mattel, Inc., effective as of the Termination Date.

Very truly yours,

Signature: _____

Name: _____

PRESS RELEASE

MATTEL ANNOUNCES ANTHONY DISILVESTRO TO BE NEXT CHIEF FINANCIAL OFFICER

- Former Campbell Soup Company CFO brings nearly four decades of financial experience to Mattel
- DiSilvestro to assume role of Chief Financial Officer following the filing of the Company's second quarter Form 10-Q

EL SEGUNDO, Calif., June 23, 2020 – Mattel, Inc. (NASDAQ: MAT) today announced that Anthony P. DiSilvestro will join the Company as Executive Advisor on June 29, 2020, and will assume the role of Chief Financial Officer on the date following the filing of the Company's Quarterly Report on Form 10-Q for the second quarter 2020, which is anticipated to be filed July 30, 2020. DiSilvestro will report to Ynon Kreiz, Mattel's Chairman and Chief Executive Officer. DiSilvestro will succeed Joseph J. Euteneuer, who will leave the Company as part of the Company's previously announced transition plan.

DiSilvestro joins Mattel with nearly four decades of financial and leadership experience, most recently serving as Senior Vice President and Chief Financial Officer of Campbell Soup Company, a role he held from 2014 to 2019. In this position, he helped drive a return to growth and oversaw a successful transformation of the company's cost structure. He served in various other financial leadership roles at Campbell Soup Company since 1996, including Senior Vice President – Finance, Treasurer, Controller, Chief Financial Officer of the company's North America and International divisions, and Head of Strategic Planning and Corporate Development.

"Anthony is a world-class executive with a proven track record of driving transformation and operational performance across a global consumer-facing organization," said Kreiz. "His leadership and financial expertise will benefit Mattel as we continue to position the Company for growth. I look forward to working with Anthony to transform Mattel into an IP-driven, high-performing toy company and create long-term shareholder value."

"Mattel is an outstanding company with a strong portfolio of beloved brands, and I am excited to join the organization at this important time in its ongoing transformation," said DiSilvestro. "I look forward to working closely with Ynon, the leadership team and finance organization at Mattel to drive growth and ensure its continued success."

Kreiz added, "I sincerely thank Joe for his important contributions to Mattel over the past three years as a member of our leadership team and for his commitment to facilitating a smooth transition of the CFO role. Joe played a key role in the significant progress we made in reshaping our operations, restoring profitability and positioning the company for growth. I am grateful for his partnership."

About Mattel

Mattel is a leading global toy company and owner of one of the strongest catalogs of children's and family entertainment franchises in the world. We create innovative products and experiences that inspire, entertain and develop children through play. We engage consumers through our portfolio of iconic brands, including Barbie, Hot Wheels, Fisher-Price, American Girl, Thomas & Friends, UNO, and MEGA, as well as other popular intellectual properties that we own or license in partnership with global entertainment companies. Our offerings include film and television content, gaming, music and live events. We operate in 35 locations and our products are available in more than 150 countries in collaboration with the world's leading retail and ecommerce companies. Since its founding in 1945, Mattel is proud to be a trusted partner in empowering children to explore the wonder of childhood and reach their full potential.

Forward-Looking Statements

This press release contains a number of forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. The use of words such as "anticipates," "expects," "intends," "plans," "confident that" and "believes," among others, generally identify forward-looking statements. These forward-looking statements are based on currently available operating, financial, economic and other information and assumptions, and are subject to a number of significant risks and uncertainties. A variety of factors, many of which are beyond our control, could cause actual future results to differ materially from those projected in the forward-looking statements, and are currently, or in the future could be, amplified by the COVID-19 pandemic. Specific factors that might cause such a difference include, but are not limited to: (i) potential impacts on the COVID-19 pandemic on Mattel's business operations, financial results, and financial position and on the global economy, including its impact on Mattel's sales; (ii) Mattel's ability to design, develop, produce, manufacture, source and ship products on a timely and cost-effective basis, as well as interest in and purchase of those products by retail customers and consumers in quantities and at prices that will be sufficient to profitably recover Mattel's costs; (iii) downturns in economic conditions affecting Mattel's markets which can negatively impact retail customers and consumers, and which can result in lower employment levels, lower consumer disposable income and spending, including lower spending on purchases of Mattel's products; (iv) other factors which can lower discretionary consumer spending, such as higher costs for fuel and food, drops in the value of homes or other consumer assets, and high levels of consumer debt; (v) potential difficulties or delays Mattel may experience in implementing cost savings and efficiency enhancing initiatives; (vi) other economic and public health conditions or regulatory changes in the markets in which Mattel and its customers and suppliers operate, which could create delays or increase Mattel's costs, such as higher commodity prices, labor costs or transportation costs, or outbreaks of disease; (vii) currency fluctuations, including movements in foreign exchange rates, which can lower Mattel's net revenues and earnings, and significantly impact Mattel's costs; (viii) the concentration of Mattel's customers, potentially increasing the negative impact to Mattel of difficulties experienced by any of Mattel's customers, including the bankruptcy and liquidation of Toys "R" Us, Inc., or changes in their purchasing or selling patterns; (ix) the future willingness of licensors of entertainment properties for which Mattel currently has licenses or would seek to have licenses in the future to license those products to Mattel; (x) the inventory policies of Mattel's retail customers, including retailers' potential decisions to lower their inventories, even if it

results in lost sales, as well as the concentration of Mattel's revenues in the second half of the year, which coupled with reliance by retailers on quick response inventory management techniques increases the risk of underproduction of popular items, overproduction of less popular items and failure to achieve compressed shipping schedules; (xi) the increased costs of developing more sophisticated digital and smart technology products, and the corresponding supply chain and design challenges associated with such products; (xii) work disruptions, which may impact Mattel's ability to manufacture or deliver product in a timely and cost-effective manner; (xiii) the bankruptcy and liquidation of Toys "R" Us, Inc. or other of Mattel's significant retailers, or the general lack of success of one of Mattel's significant retailers which could negatively impact Mattel's revenues or bad debt exposure; (xiv) the impact of competition on revenues, margins and other aspects of Mattel's business, including the ability to offer products which consumers choose to buy instead of competitive products, the ability to secure, maintain and renew popular licenses and the ability to attract and retain talented employees; (xv) the risk of product recalls or product liability suits and costs associated with product safety regulations; (xvi) changes in laws or regulations in the United States and/or in other major markets, such as China, in which Mattel operates, including, without limitation, with respect to taxes, tariffs, trade policies or product safety, which may increase Mattel's product costs and other costs of doing business, and reduce Mattel's earnings; (xvii) failure to realize the planned benefits from any investments or acquisitions made by Mattel; (xviii) the impact of other market conditions, third party actions or approvals and competition which could reduce demand for Mattel's products or delay or increase the cost of implementation of Mattel's programs or alter Mattel's actions and reduce actual results; (xix) changes in financing markets or the inability of Mattel to obtain financing on attractive terms; (xx) the impact of litigation, arbitration, or regulatory decisions or settlement actions; (xxi) uncertainty from the expected discontinuance of LIBOR and transition to any other interest rate benchmark; and (xxii) other risks and uncertainties as may be described in Mattel's periodic filings with the Securities and Exchange Commission, including the "Risk Factors" section of Mattel's Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, as well as in Mattel's other public statements. Mattel does not update forward-looking statements and expressly disclaims any obligation to do so except as required by law.

###

News Media

Dena Cook
dena.cook@mattel.com
310-252-4247

Securities Analysts

David Zbojnowicz
david.zbojnowicz@mattel.com
310-252-2703