

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 (Date of earliest event reported): June 26, 2015

GENIUS BRANDS INTERNATIONAL, INC.

(Name of registrant as specified in its charter)

Nevada
*(State or other jurisdiction of Incorporation
or organization)*

000-54389
(Commission File Number)

20-4118216
(I.R.S. Employer Identification Number)

301 N. Canon Drive, Suite 305
Beverly Hills, CA
(Address of principal executive offices)

90210
(Zip Code)

Registrant's telephone number, including area code: (310) 273-4222

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

Copies to:
Harvey J. Kesner, Esq.
Sichenzia Ross Friedman Ference LLP
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New York, New York 10006
Phone: (212) 930-9700
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective June 26, 2015, the Board of Directors of Genius Brands International, Inc. (the “Company”) appointed Michael D. Handelman CPA, who resides in Thousand Oaks, California, as its new Chief Financial Officer.

Effective June 26, 2015, Rebecca Hershinger, who resides in Park City, Utah, has resigned from her position as Chief Financial Officer of the Company. Ms. Hershinger did not resign due to any disagreement with the Company or its management regarding any matters relating to the Company’s operations, policies or practices.

Mr. Handelman, age 56, has over twenty years of experience as a Chief Financial Officer. From 2011 to 2015, Mr. Handelman was Chief Financial Officer of Lion Biotechnologies, Inc., a public biopharmaceutical company located in Los Angeles, California, focused on the development and commercialization of novel cancer immunotherapy products. At Lion Biotechnologies, Inc., he was responsible for management of operations relating to all financial and fiscal aspects of the company. He prepared quarterly filings for the Securities and Exchange Commission, including Forms 10-Q, 10-K and 8-K, and prepared and oversaw the preparation of the company’s consolidated financial reports. Previously, Mr. Handelman served as Chief Financial Officer at Oxis International, Inc., a public company engaged in the research, development and commercialization of nutraceutical products, from August 2009-October 2011. From November 2004 to July 2009, Mr. Handelman served as Chief Financial Officer and Chief Operating Officer of TechnoConcepts, Inc., formerly a public company engaged in designing, developing, manufacturing and marketing wireless communications semiconductors, or microchips. Prior thereto, Mr. Handelman served from October 2002 to October 2004 as Chief Financial Officer of Interglobal Waste Management, Inc., a manufacturing company, and from July 1996 to July 1999 as Vice President and Chief Financial Officer of Janex International, Inc., a children’s toy manufacturer. Mr. Handelman was also the Chief Financial Officer from 1993 to 1996 of the Los Angeles Kings, a National Hockey League franchise. Mr. Handelman is a certified public accountant and holds a degree in accounting from the City University of New York.

On June 26, 2015, the Company and Mr. Handelman entered into an engagement letter pursuant to which he shall serve as the Company’s Chief Financial Officer for an initial term of one year, subject to renewal. Mr. Handelman shall be paid an aggregate of \$60,000 for his services (the “Annual Payment”), plus reimbursement of certain out-of-pocket expenses. The Annual Payment shall be payable as follows: \$12,000 paid ratably over the six weeks prior to each of the filing dates of the Company’s Quarterly Reports (\$36,000 in total), and \$24,000 paid ratably over the three-month period prior to the filing date of the Company’s Annual Report. Mr. Handelman will receive additional payments based on an hourly rate for services that are outside the scope of his engagement.

Mr. Handelman has no family relationship with any of the executive officers or directors of the Company. There are no arrangements or understandings between Mr. Handelman and any other person pursuant to which he was appointed as the Company’s Chief Financial Officer.

There has not been any transaction, and there is no currently proposed transaction, in which the Company was or is to be a participant and the amount exceeds \$120,000, and in which Mr. Handelman had or will have a direct or indirect material interest since the beginning of the Company’s last fiscal year.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following is filed as an Exhibit to this Current Report on Form 8-K.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Engagement Letter dated June 26, 2015 between Genius Brands International, Inc. and Michael D. Handelman, CPA

SIGNATURES

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

GENIUS BRANDS INTERNATIONAL, INC.

Date: June 26, 2015

By: /s/ Andrew Heyward

Name: Andrew Heyward

Title: Chief Executive Officer

MEMORANDUM REGARDING SERVICES
OF MICHAEL HANDELMAN

1. Engagement. You are being engaged as the Chief Financial Officer of the Company commencing on the confirmation thereof by the Board of Directors. You will have such duties and responsibilities as are customary for similar executives acting as Chief Financial Officer of a public company. We agree that your services will be non-exclusive and part-time to the Company but that such services will be rendered on a priority basis. You will report to the Chief Executive Officer and the Board of Directors of the Company.

2. Services and Compensation. As the Chief Financial Officer, you will be expected to supervise the accounting staff of the Company especially as it relates to the management of the Company's independent auditors and preparation for filing of the Company's SEC reports. Your compensation will be structured as follows:

- A. \$12,000 will be paid to you ratably over the 6 weeks period prior to the filing date of the Company's 2015 Q2 10Q to cover your services in connection with the preparation and filing of that report, any changes to the Company's accounting systems and procedures deemed necessary, preparation of required 8K reporting as needed, as well as your general accounting and financial advice that come up in the ordinary course of business through the course of the following 12 months.
- B. \$12,000 will be paid to you ratably over the 6 weeks period prior to the filing date of the Company's 2015 Q3 10Q to cover your services in connection with the preparation and filing of that report payable on a bi-weekly basis.
- C. We will guarantee you \$24,000 in respect of all services in connection with the preparation and filing of the Company's 2015 10K with the understanding that such amount represents a minimum of 200 hours. If it were to take more than 200 hours, you will bill us at 50% of your customary hourly rate (\$120/hour) capped at 50 hours (an additional \$3,000) for a total maximum of \$27,000. The guaranteed payment will be paid ratably over the three month period prior to the filing date of the Company's 2015 10K on a bi-weekly basis and any overage payments will be made within 2 weeks of filing.
- D. \$12,000 will be paid to you ratably over the 6 weeks period prior to the filing date of the Company's 2016 Q1 10Q to cover your services in connection with the preparation and filing of that report payable on a bi-weekly basis.
- E. Any significant transactions or projects outside of the scope of the items specifically listed above and outside of the normal course of business as the Chief Financial Officer of a public company, would be billed hourly at your customary hourly rate of \$120 per hour. In the interest of clarity, items that are outside of the scope of the above paragraphs include but are not limited to mergers, business acquisitions or dispositions; the issuance of any complex debt or equity instruments; etc. (generally referred to herein as "Extraordinary Transactions") Tasks related to Extraordinary Transactions could include but are not limited to initial assessment of the accounting treatment and financial reporting requirements, assistance in drafting the required documentation (for example, securities purchase agreements, merger agreements, etc.), assistance in drafting any required Extraordinary Transaction related SEC filings such as 8-Ks, S-1s, or S-8s, and the final accounting treatment.
- F. Your engagement will continue for a similar additional 12-month period unless either of us gives 30 days' notice prior to the end thereof not to extend. In this regard, if so extended, your compensation for the 12 month extension period will be subject to mutual good faith negotiations.
- G. You will be reimbursed for any customary out-of-pocket direct expenses incurred for the clear benefit of the Company separately. Expenses in excess of \$100 will require prior written approval. Out of pocket costs include, but are not limited to travel, reproduction and shipping costs.

3. Independent Contractor Status.

A. It is understood and agreed that the performance of any services in respect of this Agreement is not intended to and does not create the relationship of employer-employee, for any purposes whatsoever, the relationship between such parties, including the Company on the one hand and Michael Handelman on the other hand, being intended to be that of independent contracting parties only.

B. You shall not be entitled to receive, and shall not receive any Company employee fringe benefits including but not limited to life, health or accident insurance coverage, vacation or pension benefits, if any. It is understood that you will be covered by the Company's directors and officer's liability insurance.

4. Confidentiality. You agree that during and after the term of your engagement with the Company, you will hold all confidential or proprietary information of the Company in the strictest confidence, and you will not use or exploit or otherwise disclose any such information other than as necessary in the course of your engagement or as required by applicable law and as disclosed to and approved by the Company.

If you are in agreement with the above outline please sign a copy of this letter. We are very pleased and excited that you will be joining us and know that you will be an excellent addition to our team.

Genius Brands International, Inc.

By: /s/Gregory B. Payne
Name: Gregory B. Payne
Title: EVP

Engagement Accepted and Agreed as of the
Date first written above:

/s/ Michael Handelman
Michael Handelman

Date 6/26/2015