

Proto Labs Inc  
Form 8-K  
December 19, 2014

**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): December 18, 2014**

**Proto Labs, Inc.**

(Exact name of registrant as specified in its charter)

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Minnesota  
(State or other jurisdiction)

001-35435

41-1939628  
(IRS Employer)

(Commission File Number)

of incorporation)

Identification Number)

5540 Pioneer Creek Drive

55359

Maple Plain, Minnesota  
(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (763) 479-3680

Not Applicable

(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))



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

(e) On December 18, 2014, Proto Labs, Inc. (the “Company”) entered into a Severance Agreement with John A. Way, the Company’s Chief Financial Officer who was hired on December 1, 2014. The Severance Agreement provides that if the Company voluntarily terminates Mr. Way’s employment without cause (and other than as a result of his death or disability), or if he resigns for good reason (either such event being a “Qualifying Termination”), provided that Mr. Way complies with certain conditions, including execution of a general waiver and release of claims in favor of the Company, then he will be entitled to certain benefits summarized below. If Mr. Way’s employment with the Company terminates during the term of the Severance Agreement and prior to any change in control or after the 18-month period following a change in control (the “Transition Period”), and if the termination is a Qualifying Termination, then, subject to certain conditions:

the Company will pay Mr. Way an amount equal to his annualized base salary in substantially equal installments in accordance with the Company’s regular payroll practices over the 12-month period immediately following the termination date, subject to limited exceptions;

the Company will pay Mr. Way a pro rata cash incentive bonus amount calculated in accordance with the Severance Agreement, payable in a lump sum

the Company will pay its share of premiums due for Mr. Way and his eligible dependents for the first 12 months of coverage under COBRA; and

if Mr. Way has any unvested equity-based awards as of the termination date, a pro rata portion of any unvested awards scheduled to vest on the next anniversary of the grant date will vest immediately, as calculated in accordance with the Severance Agreement.

If a change in control occurs during the term of the Severance Agreement and Mr. Way’s termination date occurs on the date of the change in control or during the Transition Period, and if the termination is a Qualifying Termination, then, subject to certain conditions:

the Company will pay Mr. Way an amount equal to his annualized base salary in substantially equal installments in accordance with the Company’s regular payroll practices over the 12-month period immediately following the termination date, subject to limited exceptions;

the Company will pay Mr. Way an amount equal to the sum of (i) his target annual cash incentive bonus for the calendar year in which his employment with the Company terminates plus (ii) a pro rata cash incentive bonus amount

calculated in accordance with the Severance Agreement, payable in a lump sum;

the Company will pay its share of premiums due for Mr. Way and his eligible dependents for the first 12 months of coverage under COBRA; and

if Mr. Way has any unvested equity-based awards as of the termination date, all such unvested awards will vest immediately on Mr. Way's termination date.

If Mr. Way's termination date occurs during the term of the Severance Agreement and within 90 days prior to a change in control, and if the termination is a Qualifying Termination and Mr. Way reasonably demonstrates within 30 days after the change in control that the Qualifying Termination arose in connection with or in anticipation of the change in control, then, in addition to the compensation Mr. Way otherwise is entitled to receive in connection with a Qualifying Termination pursuant to the Severance Agreement, the Company will:

pay Mr. Way an amount equal to his target annual cash incentive bonus for the calendar year in which his employment with the Company terminates, payable in a lump sum; and

pay Mr. Way an amount equal to the value of any unvested equity-based awards held by him as of the termination date that were forfeited as of the termination date.

The foregoing description of the Severance Agreement is qualified in its entirety by reference to the full text of the Severance Agreement, a copy of which is filed as Exhibit 10.1 hereto, and the terms of which are incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

10.1 Severance Agreement, dated December 18, 2014, by and between Proto Labs, Inc. and John A. Way

**SIGNATURE**

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.

Proto Labs, Inc.

Date: December 19, 2014 By: /s/ Victoria M. Holt  
Victoria M. Holt  
President and Chief Executive Officer

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**EXHIBIT INDEX**

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>	<b><u>Manner of Filing</u></b>
10.1	Severance Agreement, dated December 18, 2014, by and between Proto Labs, Inc. and John A. Way	Filed electronically