

**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): May 20, 2019

BEYOND MEAT, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38879
(Commission File Number)

26-4087597
(I.R.S. Employer
Identification Number)

119 Standard Street
El Segundo, California 90245
(Address of principal executive offices, including zip code)

(866) 756-4112
(Registrant's telephone number including area code)

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 13-4(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, \$.0001 par value	BYND	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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.

Appointment of General Counsel and Secretary

On May 20, 2019, Beyond Meat, Inc. (the “Company”) issued a press release announcing that Teri L. Witteman, age 50, had been appointed by the Company’s Board of Directors to serve as General Counsel and Secretary of the Company effective May 20, 2019 (the “Start Date”). Mark J. Nelson, the Company’s current CFO, Treasurer and Secretary, will relinquish the role of Secretary effective as of Ms. Witteman’s Start Date.

Ms. Witteman joins the Company from Musick, Peeler & Garrett LLP, where she was a partner since April 2016, specializing in the areas of SEC compliance, corporate governance, and mergers and acquisitions. Before joining Musick Peeler, Ms. Witteman was an attorney with Anglin Flewelling Rasmussen Campbell & Trytten LLP from September 2004 to April 2016, having started her career with Latham & Watkins LLP in Los Angeles, where she focused on corporate finance and mergers and acquisitions. From December 2012 to September 2018, Ms. Witteman served as Secretary of Farmer Bros. Co. (Nasdaq: FARM), a national coffee roaster, wholesaler and distributor of coffee, tea and culinary products. Ms. Witteman received her Juris Doctor, Order of the Coif, from UCLA School of Law, and her B.A. in Economics, with honors and distinction, from the University of California, Berkeley.

Ms. Witteman has no family relationships that require disclosure pursuant to Item 401(d) of Regulation S-K and has not been involved in any transactions that require disclosure pursuant to Item 404(a) of Regulation S-K. There is no arrangement or understanding between Ms. Witteman and any other person pursuant to which Ms. Witteman was appointed General Counsel and Secretary of the Company.

In connection with the appointment, Ms. Witteman executed an offer letter, which provides that she will be employed by the Company on an “at will” basis and will receive, among other things, an initial annual base salary of \$300,000, and an annual cash bonus targeted at 50% of Ms. Witteman’s base salary (pro-rated for 2019), as determined by the Compensation Committee of the Board of Directors. In addition, Ms. Witteman will be eligible for certain change in control severance benefits pursuant to the Company’s form of Executive Change in Control Severance Agreement, including salary and benefits continuation and accelerated equity award vesting in certain circumstances.

Pursuant to the offer letter, subject to the approval of the Company’s Board of Directors, Ms. Witteman will be granted an option under the Company’s 2018 Equity Incentive Plan (the “Plan”) to purchase 250,000 shares of the Company’s common stock with an exercise price to be equal to the closing sales price of the Company’s common stock on the date of grant as reported by Nasdaq, and vesting as follows: the option vests and becomes exercisable as to 25% of the total shares on the first anniversary of the Start Date and 1/48th of the total shares vests and becomes exercisable monthly thereafter such that the option is fully vested and exercisable on the fourth anniversary of the Start Date, subject to Ms. Witteman’s continuous service through the applicable vesting date. In addition, Ms. Witteman will be eligible for additional equity grants under the Plan as determined by the Compensation Committee of the Board of Directors.

The Company expects to enter into the Company’s standard form of indemnification agreement for directors and executive officers with Ms. Witteman, which requires us to indemnify our directors and executive officers for certain expenses, including attorneys’ fees, judgments, penalties, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of our directors or executive officers or as a director or executive officer of any other company or enterprise to which the person provides services at our request.

The foregoing description of Ms. Witteman’s employment terms is qualified in its entirety by reference to the full text of her offer letter, a copy of which is filed as Exhibit 10.1 attached hereto, and the terms of which are incorporated by reference herein.

A copy of the press release announcing Ms. Witteman's appointment is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1+	Offer Letter dated April 29, 2019 with Teri L. Witteman
99.1	Press release issued by Beyond Meat, Inc. on May 20, 2019

+ Indicates management contract or compensatory plan.

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.

BEYOND MEAT, INC.

By: /s/ Mark J. Nelson
Name: Mark J. Nelson
Title: Chief Financial Officer and Treasurer

Date: May 20, 2019



**BEYOND
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Exhibit 10.1

119 Standard Street
El Segundo, CA 90245

April 29, 2019

Teri L. Witteman
[Address]

Dear Teri,

Beyond Meat, Inc., a Delaware corporation (the “Company”), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** You will start in a full-time, exempt position as the Company’s General Counsel & Secretary, and you will report to Ethan Brown, the Company’s Chief Executive Officer. This offer, and your commencement of employment with the Company, is contingent upon the registration statement registering shares of Company Common Stock in connection with the Company’s initial public offering being declared effective by the Securities and Exchange Commission. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.
2. **TriNet HR Corporation.** The Company’s benefits, payroll, and other human resource management services are provided through TriNet HR Corporation, a professional employer organization. As a result of the Company’s arrangement with TriNet, TriNet will be considered your employer of record for these purposes and your managers at the Company will be responsible for directing your work, reviewing your performance, setting your schedule, and otherwise directing your work at the Company.
3. **Compensation and Employee Benefits.**
 - (a) **Base Salary.** Your initial base salary will be \$300,000.00 per year, payable on the Company’s regular payroll dates.
 - (b) **Annual Bonus.** You will be eligible to participate in the Company’s Executive Incentive Bonus Plan, with the target amount of your bonus for the 2019 calendar year equal to 50% of your base salary, pro-rated based on the date you commence employment with the Company. The Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) will determine in its sole and absolute discretion

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whether you have earned a bonus for each calendar year, including whether any applicable performance objectives have been met and the amount of the bonus.

(c) **Severance.** Like other Company executives, you will be eligible for severance pursuant to the terms of the enclosed Executive Change in Control Severance Agreement.

(d) **Equity.** In addition to the stock option described in section 5 below, you will be eligible for additional equity grants under the Company's 2018 Equity Incentive Plan (as such plan may be amended and restated from time to time, the "Plan"). The Compensation Committee will consider such additional equity grants at least annually in connection with its' review of executive compensation described in section 3(f) below.

(e) **Benefits.** As a regular employee of the Company you will be eligible to participate in a number of Company-sponsored benefits, which are described in the employee benefit summary enclosed with this letter. In addition to Company holidays, you will be entitled to 20 days of Paid Time-Off (PTO).

(f) **Annual Review.** The Compensation Committee will review your compensation, along with the compensation provided to the Company's other executives, at least annually.

4. **Background Check.** Like all Company employees, your employment is subject to a background check. As a condition of your employment with the Company, you are required to sign the Company's enclosed background check consent form.

5. **Stock Options.** Subject to the approval of the Company's Board of Directors, you will be granted an option ("Option") to purchase 250,000 shares of the Company's Common Stock. The Option will be subject to the terms and conditions applicable to options granted under the Plan, as described in the Plan and the applicable stock option agreement, which you will be required to sign. 25% of the total number of shares subject to the Option will vest and become exercisable on the 12-month anniversary of the date you commence employment with the Company and 1/48th of the total number of shares subject to the Option will vest and become exercisable in monthly installments thereafter, subject to your continuous service through each vest date, as described in the applicable stock option agreement. The exercise price per share will be equal to the fair market value per share on the date the Option is granted, as determined by the Company's Board of Directors.

6. **Confidential Information and Invention Assignment Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's enclosed standard Confidential Information and Invention Assignment Agreement.

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7. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and the Company’s Chief Executive Officer.

8. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

9. **Taxes, Withholding and Required Deductions.** All forms of compensation referred to in this letter are subject to all applicable taxes, withholding, and any other deductions required by applicable law.

10. **Entire Agreement.** This letter supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.

[Signature Page Follows]

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If you wish to accept this offer, please sign, date and return this letter to the Company, along with the enclosed Executive Change in Control Severance Agreement and Confidential Information and Invention Assignment Agreement, on or before Wednesday, May 1, 2019. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on Wednesday, May 1, 2019. We look forward to having you join us!

Very truly yours,

BEYOND MEAT, INC.

By: /s/ Ethan Brown
(Signature)

Name: Ethan Brown

Title: Chief Executive Officer

ACCEPTED AND AGREED:

Teri Witteman

/s/ Teri Witteman
(Signature)

4/30/2019
Date

Anticipated Start Date: May 20, 2019

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For immediate release

Beyond Meat Appoints Teri L. Witteman as General Counsel and Secretary

El Segundo, Calif. - May 20, 2019 - Beyond Meat, Inc. (Nasdaq: BYND) (“Beyond Meat” or “the Company”), a leader in plant-based meat, today announced that its Board of Directors has appointed Teri L. Witteman as General Counsel and Secretary, effective today. Reporting to Beyond Meat’s President and CEO Ethan Brown, Ms. Witteman will be a member of the executive team, responsible for Beyond Meat’s global legal affairs and compliance functions.

“Teri’s extensive legal, SEC compliance, corporate governance and operational experience in the foodservice industry make her a wonderful fit for this position,” said Ethan Brown, President and CEO, Beyond Meat. “Her expertise is a great match for Beyond Meat’s growth agenda, as we focus on building our brand nationally and globally, while expanding our public-company leadership team.”

Ms. Witteman comes to Beyond Meat with more than 20 years of private, public and corporate legal experience. Most recently, Ms. Witteman was a partner in private practice with Musick, Peeler & Garrett LLP in Los Angeles specializing in the areas of SEC compliance, corporate governance, and mergers and acquisitions. Ms. Witteman brings significant knowledge of the foodservice industry, having served as outside counsel and C-suite/board advisor to public and private foodservice companies, including as Secretary of Farmer Bros. Co. (Nasdaq: FARM), a national coffee roaster, wholesaler and distributor of coffee, tea and culinary products, from 2012 to 2018. Ms. Witteman began her career with Latham & Watkins LLP in Los Angeles, where she focused on corporate finance and mergers and acquisitions.

Ms. Witteman received her Juris Doctor, Order of the Coif, from UCLA School of Law, and her B.A. in Economics, with honors and distinction, from the University of California, Berkeley. She is a member of the State Bar of California.

About Beyond Meat

Beyond Meat is one of the fastest growing food companies in the United States, offering a portfolio of revolutionary plant-based meats. Founded in 2009, Beyond Meat has a mission of building meat directly from plants, an innovation that enables consumers to experience the taste, texture and other sensory attributes of popular animal-based meat products while enjoying the nutritional and environmental benefits of eating its plant-based meat products. Beyond Meat's brand commitment, "Eat What You Love," represents a strong belief that by eating its portfolio of plant-based meats, consumers can enjoy more, not less, of their favorite meals, and by doing so, help address concerns related to human health, climate change, resource conservation and animal welfare. Beyond Meat's portfolio of fresh and frozen plant-based proteins are sold at more than 30,000 retail and food service outlets worldwide. Visit www.BeyondMeat.com and follow @BeyondMeat, #BeyondBurger and #GoBeyond on Facebook, Instagram and Twitter.

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