
Section 1: 8-K (8-K)

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

May 9, 2018

Date of Report (Date of earliest event reported)

TiVo Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-37870
(Commission File
No.)

61-1793262
(I.R.S. employer
identification number)

2160 Gold Street
San Jose, CA 95002
(Address of principal executive offices, including zip code)

(408) 519-9100
(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 obligations 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))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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.

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

(e) Compensation Arrangements of Certain Officers

Executive Retention Plan

To provide continuity of key members of the management team and address the elevated risk of executive retention associated with the ongoing strategic alternatives process being undertaken by the management team and Board of Directors (“**Board**”) of TiVo Corporation (“**TiVo**” or the “**Company**”), the Compensation Committee (“**Committee**”) of the Board of TiVo approved an Executive Retention Plan (the “**Plan**”) for certain Company executives as designated by the Committee (“**Participants**”), including one of the Company’s named executive officers (as defined in Item 402(a)(3) of Regulation S-K promulgated by the Securities and Exchange Commission): Pamela Sergeeff, Executive Vice President and General Counsel.

Under the terms of the Plan, a Participant may earn a cash payment (subject to applicable withholding taxes) (the “**Retention Award**”), as set under the Plan, if such Participant remains employed by the Company on December 31, 2019; provided that if the Participant is terminated by the Company without “Cause” (as defined below) or the Participant resigns for “Good Reason” (as defined below) before May 9, 2019, and the Participant has remained actively employed in good standing through such Participant’s termination date, such Participant shall, subject to the conditions described below, be paid 66% of such Participant’s Retention Award; and if the Participant is terminated by the Company without “Cause” or the Participant resigns for “Good Reason” after May 9, 2019, such Participant shall, subject to the conditions described below, be paid all of such Participant’s Retention Award. If a Participant (a) voluntarily resigns from the Company without “Good Reason”, or (b) is terminated by the Company for “Cause”, or (c) is terminated by the Company for poor performance (as reasonably determined by the Company’s Board of Directors), or (d) dies or becomes disabled, in each case prior to December 31, 2019, no Retention Award will be paid to such Participant.

For purposes of the Plan, “Cause” and “Good Reason” shall have the same meanings as given to them in the Form of Executive Severance and Arbitration Agreement filed as Exhibit 10.22 to the TiVo Corporation Form 10-K for the year ended December 31, 2017.

A Participant’s right to receive benefits under the Plan is conditioned, among other things, on the Participant executing an effective release of claims against the Company following termination of employment.

Ms. Sergeeff is eligible to receive up to \$375,000 subject to the terms of the Plan.

ITEM 9.01 Financial Statements and Exhibits

The following exhibit is furnished with this report on Form 8-K:

Exhibit Number

10.1 [Executive Retention Plan Participant Letter for Pamela Sergeeff](#)

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.

TiVo Corporation
(Registrant)

Date:
May 15, 2018

By: /s/ Pamela Sergeeff
Pamela Sergeeff
Executive Vice President & General Counsel

[\(Back To Top\)](#)

Section 2: EX-10.1 (EXHIBIT 10.1)



Exhibit 10.1

May 9, 2018

Pamela Sergeeff

Re: Special Cash Retention Incentive

Dear Pam:

You are a key and valued executive at TiVo Corporation (together with its subsidiaries, the “Company” or “TiVo”) and you play a critical role in our success in the near and long term. As such, this letter is to inform you of a special Retention Incentive that will be provided as a further commitment from TiVo to you in recognition of your impact here at TiVo.

The details and schedule of this special Retention Incentive are as follows:

Special Cash Retention Incentive: Effective as of the date hereof, you are eligible to receive a cash Retention Incentive in the amount of \$375,000.00 to be paid out in the next regularly scheduled payroll occurring after December 31, 2019 (“Retention Incentive”).

The terms of this Retention Incentive are as follows:

- (i) You will be expected to perform your full and normal duties throughout the term of this retention period (i.e., the period commencing on the date of this letter agreement and ending on the date the Retention Incentive is paid).
- (ii) Nothing in this agreement changes the “at will” employment relationship between you and the Company and the offer of this Retention Incentive does not confer upon any employee any right to continued employment with the Company.
- (iii) All benefits hereunder are subject to withholding for applicable income and payroll taxes or otherwise as required by law.
- (iv) In no event will you accrue any right or entitlement to any Retention Incentive under this letter agreement unless you remain an employee in good standing on the date that the Retention Incentive payment is made.
- (v) If your employment is terminated by the Company without Cause (as defined below) or you resign for “Good Reason” (as defined below) before May 9, 2019 and you have remained actively employed in good standing through your termination date, you will remain eligible to receive 66% of the Retention Incentive, subject to the execution of a mutually agreed upon separation agreement and general release of claims (the “Release”). For example, if you are terminated without Cause at any time on or before May 9, 2019, then (a) you will receive a cash payment equal to your Retention Incentive amount multiplied by 66% (0.66). The Retention Incentive will be paid to you in cash in

the next regularly scheduled payroll occurring after the effective date of the

San Jose | 2160 Gold Street | San Jose, CA 95002, United States
tivo.com



Release (and in no event later than March 15 following the year of your termination or resignation).

- (vi) If your employment is terminated by the Company without Cause or you resign for Good Reason after May 9, 2019, you will receive 100% of the Retention Incentive amount (subject to signing of the Release). The Retention Incentive will be paid to you in cash in the next regularly scheduled payroll occurring after the effective date of the Release (and in no event later than March 15 following the year of your termination or resignation).
- (vii) If (a) you voluntarily resign from the Company without Good Reason, or (b) you are terminated by the Company for Cause, or (c) you are terminated by the Company for poor performance (as reasonably determined by the Company's Board of Directors), or (d) you die or become disabled, in each case on or before December 31, 2019, then you shall not be entitled to any portion of the Retention Incentive.
- (viii) A transfer of employment (a) between any TiVo entity or (b) to any third-party entity that is a successor to the Company or its business (es) where your employment is continued shall not constitute a termination of employment for purposes of this agreement and shall not trigger subsections (v) or (vi) above.

For purposes of this letter agreement, "Cause" and "Good Reason" shall have the same meanings as given to them in the Form of Executive Severance and Arbitration Agreement filed as Exhibit 10.22 to the TiVo Corporation Form 10-K for the year ended December 31, 2017.

We hope this letter agreement reinforces to you how valuable you are to TiVo and how appreciative we are of your ongoing efforts on the Company's behalf.

Please do not hesitate to call me or Sharpy Sandhu in Compensation if you have any questions.

Sincerely,

/s/ Enrique Rodriguez

Enrique Rodriguez
President and CEO

San Jose | 2160 Gold Street | San Jose, CA 95002, United States
tivo.com

[\(Back To Top\)](#)