

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):

March 17, 2020

Cohu, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

12367 Crosthwaite Circle, Poway,
California

(Address of principal executive offices)

Registrant's telephone number, including area code:

001-04298

(Commission
File Number)

95-1934119

(I.R.S. Employer
Identification No.)

92064

(Zip Code)

858-848-8100

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

Title of Each Class
Common Stock, \$1.00 par value

Trading Symbol(s)
COHU

Name of exchange on which registered
The NASDAQ Stock Market LLC

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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) Compensatory Arrangements of Certain Officers

On March 17, 2020, Cohu, Inc. (“Cohu”), through one of its subsidiaries, entered into a third amendment to Mr. Pascal Rondé’s Employment Agreement (the “Amendment”). Mr. Rondé currently serves as Cohu’s Senior Vice President Global Customer Group. Cohu previously entered into a October 2, 2018 amendment whereby Mr. Rondé was offered certain retention incentives through November 30, 2020, provided that he has then met certain management performance objectives. The Amendment clarifies that any restricted stock unit grants made on or after March 16, 2020 would not be eligible for any potential accelerated vesting as set forth in the previous October 2, 2018 amendment.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

The Exhibit listed below is being filed with this Current Report on Form 8-K.

(d) Exhibits

Index of Exhibits

EXHIBIT NO.	DESCRIPTION
10.1	Amendment No. 3 to Pascal Rondé's Employment Agreement, Dated March 17, 2020

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.

Date: March 19, 2020

Cohu, Inc.

By:

/s/ Jeffrey D. Jones

Name: Jeffrey D. Jones

Title: VP Finance and Chief Financial Officer

Amendment to Employment Agreement [No. 3]

Att:

Mr. Pascal Rondé

On Grenoble, on 17 March 2020

Dear Sir,

Whereas, the parties previously entered into a retention incentive letter agreement, dated October 2, 2018 (the “Retention Agreement”); and

Now, therefore, the parties have agreed to amend the Retention Agreement as set forth below.

Any restricted stock unit (“RSU”) grants made on or after March 16, 2020 shall not be subject to the 30 November 2020 acceleration provision described as the first component of the retention incentive in the Retention Agreement. In other words, any such RSU grants shall be subject solely to the terms and conditions of the Cohu, Inc. 2005 Equity Incentive Plan, and not subject to the Retention Agreement.

Except as expressly modified above, the other terms and conditions of the Retention Agreement remain unchanged and in full force and effect.

The English version of this agreement is provided for information purposes, solely; in case of differences between the French and English versions, only the French version shall prevail.

/s/ Luis Müller

Luis Müller
President and CEO
Cohu, Inc.

I hereby confirm that I accept the terms and conditions of this retention incentive as detailed above.

/s/ **Pascal Rondé**

Pascal Rondé