
**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 3, 2018

Menlo Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-38356
(Commission File Number)

45-3757789
(I. R. S. Employer
Identification No.)

200 Cardinal Way, 2nd Floor
Redwood City, California 94063
(Address of principal executive offices, including ZIP code)

(650) 486-1416
(Registrant's telephone number, including area code)

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 (§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.

On May 3, 2018, Menlo Therapeutics Inc. (the “Company”) entered into amendments to offer letters (the “Amendments”) with the Company’s President and Chief Executive Officer Steven Basta, Senior Vice President, Corporate Strategy and Chief Financial Officer Kristine Ball and Chief Medical Officer Paul Kwon, M.D.

The amendment to the offer letter with Mr. Basta (the “Basta Amendment”) amends his original offer letter such that, if the Company terminates Mr. Basta without Cause or if Mr. Basta terminates his employment for Good Reason (together, a “Qualified Termination”), he will receive severance pay equal to 12 months of his base salary, health insurance benefits continuation for 12 months and accelerated vesting with respect to the number of shares underlying any equity incentives or options that are subject to vesting and that would have otherwise vested during the 12 months following the termination. If a Change in Control occurs and Mr. Basta undergoes a Qualified Termination 3 months prior to or 12 months after the Change in Control, Mr. Basta will receive severance pay equal to 18 months of his salary including target bonus which will be pro-rated monthly for any partial year, paid in one lump sum. Mr. Basta will also be eligible for COBRA benefits continuation for 18 months. The other terms of Mr. Basta’s original offer letter remain in effect..

The amendment to the offer letter with Ms. Ball (the “Ball Amendment”) amends her original offer letter such that, if the Company terminates Ms. Ball without Cause or if Ms. Ball terminates her employment for Good Reason, she will receive severance pay equal to 9 months of her base salary and be eligible for COBRA benefits continuation for 9 months. If a Change in Control occurs and Ms. Ball undergoes a Qualified Termination 3 months prior to or 12 months after the Change in Control, Ms. Ball will receive severance pay equal to 12 months of her salary including target bonus which will be pro-rated monthly for any partial year, paid in one lump sum. Ms. Ball will also be eligible for COBRA benefits continuation for 12 months. The other terms of Ms. Ball’s original offer letter remain in effect.

The amendment to the offer letter with Dr. Kwon (the “Kwon Amendment”) amends his original offer letter such that, if the Company terminates Dr. Kwon without Cause or if Dr. Kwon terminates his employment for Good Reason, he will receive severance pay equal to 9 months of his base salary and be eligible for COBRA benefits continuation for 9 months following the termination. If a Change in Control occurs and Dr. Kwon undergoes a Qualified Termination 3 months prior to or 12 months after the Change in Control, Dr. Kwon will receive severance pay equal to 12 months of his salary including target bonus which will be pro-rated monthly for any partial year, paid in one lump sum. Dr. Kwon will also be eligible for COBRA benefits continuation for 12 months. The other terms of Dr. Kwon’s offer letter remain in effect.

The terms “Cause,” “Change in Control” and “Good Reason,” as well as the remaining terms of the Amendments are set forth in the Amendments attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2 and 10.3, and are incorporated by reference in this Item 5.02. The descriptions above are also conditioned on the actual provisions of the Amendments contained in Exhibits 10.1, 10.2 and 10.3 of this Current Report on Form 8-K, which are incorporated by reference in this Item 5.02.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed as part of this Form 8-K.

Exhibit Number	Exhibit Description
10.1	<u>Amendment No. 1 to Offer Letter, by and between the Company and Steven Basta, effective as of May 3, 2018.</u> <u>Amendment No. 1 to Offer Letter, by and between the Company and Kristine Ball, effective as of May 3, 2018.</u>
10.2	
10.3	<u>Amendment No. 1 to Offer Letter, by and between the Company and Paul Kwon, effective as of May 3, 2018.</u>

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.

Menlo Therapeutics, Inc.

/s/ Steven Basta

By: Steven Basta

President and Chief Executive Officer

Date: May 7, 2018

10.1
AMENDMENT NO. 1
TO
OFFER LETTER

This Amendment No. 1 to Offer Letter (the "Amendment") is entered into as of May 3, 2018, by and between Menlo Therapeutics Inc., a Delaware corporation (the "Company") and Steven Basta ("Executive").

R E C I T A L S

WHEREAS, the Company and Executive have entered into that certain Offer Letter, dated as of August 17, 2015, (as amended from time to time, the "Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Executive hereby agree to amend the Agreement as follows:

A M E N D M E N T

1. Amendment. The paragraph titled "At-Will Employment; Severance" is hereby amended and restated to read as follows:

"The Company is an "at-will" employer. Accordingly, either you or the Company may terminate the employment relationship at any time, with or without advance notice, and with or without cause. Upon any termination of your employment, you will be deemed to have resigned, and you hereby resign, from the Company's Board of Directors and from all offices and directorships then held with the Company or any subsidiary. In the event the Company terminates your employment without Cause, or you terminate your employment for Good Reason, you will be eligible to receive (i) an amount equal to the base salary that would have been earned during the Severance Period (defined below) in one lump sum, (ii) continuation of your Health Insurance Benefits during the Severance Period, and (iii) accelerated vesting with respect to the number of shares underlying any equity incentives or options that are subject to vesting and that would have otherwise vested during the Severance Period had you remained an employee of the Company (collectively, "**Severance Benefits**"). For the purposes hereof, the "**Severance Period**" will equal twelve (12) months.

Upon a termination of your employment by the Company without Cause or by you for Good Reason during the three (3) months before and twelve (12) month period following a Change in Control (as defined in the 2018 Omnibus Incentive Plan), you will receive a lump-sum payment in cash equal to: 18 months' base salary and up to 18 months' annual bonus (pro-rated monthly for any partial year and measured at "target" achievement), and, if you elect to continue coverage under COBRA, subject to your compliance with the provisions of this Agreement, the Company will pay the premiums for such coverage for 18 months following the termination of employment (collectively, "**Change in Control Severance Benefits**"). Your eligibility for these Severance Benefits and Change in Control Severance Benefits is conditioned upon your execution of a release of claims in a form provided by the Company with a general release of claims as set forth in Exhibit A (the "**Release**") within forty-five (45) days following your termination date and your non-revocation of the Release during any applicable statutory revocation period. If you comply with these conditions, the Severance payments will commence on the sixtieth (60th) day following your termination date."

2. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

3. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

4. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute one and the same instrument. This Amendment may be executed and delivered by facsimile and, upon such delivery, the facsimile shall be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Offer Letter to be executed by their duly authorized representatives, effective as of the date first written above.

COMPANY:

Menlo Therapeutics Inc.,
a Delaware corporation

EXECUTIVE:

Steven Basta

By: /s/ Kristine Ball

Name: Kristine Ball

Title: Senior Vice President, Corporate Strategy and Chief Financial
Officer

By: /s/ Steven Basta

Steven Basta

AMENDMENT NO. 1

TO

OFFER LETTER

This Amendment No. 1 to Offer Letter (the "Amendment") is entered into as of May 3, 2018, by and between Menlo Therapeutics Inc., a Delaware corporation (the "Company") and Kristine Ball ("Executive").

RECITALS

WHEREAS, the Company and Executive have entered into that certain Offer Letter, dated as of August 15, 2017, (as amended from time to time, the "Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Executive hereby agree to amend the Agreement as follows:

AMENDMENT

1. Amendment. The paragraph titled "At-Will Employment; Severance" is hereby amended and restated to read as follows:

"The Company is an "at-will" employer. Accordingly, either you or the Company may terminate the employment relationship at any time, with or without advance notice, and with or without cause. Upon a termination of your employment by the Company without Cause or by you for Good Reason (together, a "Qualifying Termination"), you will receive a lump-sum payment in cash equal to 9 months' base salary. If you elect to continue coverage under COBRA, subject to your compliance with the provisions of this Agreement, the Company will pay the premiums for such coverage for 9 months following the termination of employment.

Upon a Qualifying Termination during the three (3) months before and twelve (12) month period following a Change in Control (as defined in the 2018 Omnibus Incentive Plan), you will receive a lump-sum payment in cash equal to: 12 months' base salary, up to 12 months' annual bonus (pro-rated monthly for any partial year and measured at "target" achievement), and if you elect to continue coverage under COBRA, subject to your compliance with the provisions of this Agreement, the Company will pay the premiums for such coverage for 12 months following the termination of employment.

Notwithstanding the foregoing, the cash severance benefits described above are conditioned on your executing and letting become irrevocable, within forty-five (45) days of the Qualifying Termination, a general release of claims in favor of the Company, in the form provided by the Company. If you meet this condition, your cash severance will be paid to you within sixty (60) days of the date on which the release becomes irrevocable."

2. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

3. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

4. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute one and the same instrument. This Amendment may be executed and delivered by facsimile and, upon such delivery, the facsimile shall be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Offer Letter to be executed by their duly authorized representatives, effective as of the date first written above.

COMPANY:

Menlo Therapeutics Inc.,
a Delaware corporation

EXECUTIVE:

Kristine Ball

By: /s/ Steven Basta

Name: Steven Basta

Title: President and Chief Executive Officer

By: /s/ Kristine Ball

Kristine Ball

sf-3882951

10.3

**AMENDMENT NO. 1
TO
OFFER LETTER**

This Amendment No. 1 to Offer Letter (the "Amendment") is entered into as of May 3, 2018, by and between Menlo Therapeutics Inc., a Delaware corporation (the "Company") and Paul Kwon ("Executive").

R E C I T A L S

WHEREAS, the Company and Executive have entered into that certain Offer Letter, dated as of January 14, 2016, (as amended from time to time, the "Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company and Executive hereby agree to amend the Agreement as follows:

A M E N D M E N T

1. Amendment. The paragraph titled "At-Will Employment; Severance" is hereby amended and restated to read as follows:

"The Company is an "at-will" employer. Accordingly, either you or the Company may terminate the employment relationship at any time, with or without advance notice, and with or without cause. Upon a termination of your employment by the Company without Cause or by you for Good Reason (together, a "Qualifying Termination"), you will receive a lump-sum payment in cash equal to 9 months' base salary. If you elect to continue coverage under COBRA, subject to your compliance with the provisions of this Agreement, the Company will pay the premiums for such coverage for 9 months following the termination of employment.

Upon a Qualifying Termination during the three (3) months before and twelve (12) month period following a Change in Control (as defined in the 2018 Omnibus Incentive Plan), you will receive a lump-sum payment in cash equal to: 12 months' base salary, up to 12 months' annual bonus (pro-rated monthly for any partial year and measured at "target" achievement), and if you elect to continue coverage under COBRA, subject to your compliance with the provisions of this Agreement, the Company will pay the premiums for such coverage for 12 months following the termination of employment.

Notwithstanding the foregoing, the cash severance benefits described above are conditioned on your executing and letting become irrevocable, within forty-five (45) days of the Qualifying Termination, a general release of claims in favor of the Company, in the form provided by the Company. If you meet this condition, your cash severance will be paid to you within sixty (60) days of the date on which the release becomes irrevocable."

2. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

3. Conflicting Terms. In the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

4. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to this subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute one and the same instrument. This Amendment may be executed and delivered by facsimile and, upon such delivery, the facsimile shall be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Offer Letter to be executed by their duly authorized representatives, effective as of the date first written above.

COMPANY:

Menlo Therapeutics Inc.,
a Delaware corporation

EXECUTIVE:

Paul Kwon

By: /s/ Steven Basta
Name: Steven Basta
Title: President and Chief Executive Officer

By: /s/ Paul Kwon
Paul Kwon