
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): January 25, 2019

The McClatchy Company
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

1-9824
(Commission
File Number)

52-2080478
(I.R.S. Employer
Identification No.)

2100 Q Street
Sacramento, CA 95816
(Address of principal executive offices, zip code)

Registrant's telephone number, including area code (916) 321-1846

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 (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.

On January 25, 2019, The McClatchy Company (the “Company”) and Craig I. Forman, President and Chief Executive Officer of the Company, entered into Amendment No. 1 (the “Amendment”) to the Executive Employment Agreement, dated January 25, 2017 (the “Employment Agreement” and as amended by the Amendment, the “Amended Employment Agreement”). Except as provided below, all other terms of Mr. Forman’s Employment Agreement remain in effect. Under the Amended Employment Agreement, the Employment Agreement is subject to automatic renewal for additional two-year terms, commencing as of January 25, 2019, unless either party gives written notice of the party’s intention not to renew at least sixty (60) days prior to the expiration of any term. Capitalized terms used but not defined herein have the respective meanings given to them in the Employment Agreement.

- **Annual Cash Incentive Bonus.** Mr. Forman shall be eligible to receive an annual cash bonus for each fiscal year based on performance objectives established by the Company’s Compensation Committee, and the target amount of such annual cash bonus shall be at least one hundred percent (100%) of Mr. Forman’s base salary then in effect for each applicable year.
 - **SERP Accrual:** Effective January 1, 2019, Mr. Forman’s accruals under the McClatchy Company Supplemental Executive Retirement Plan (the “SERP”) are increased to 25% of his base salary.
 - **Business Expenses:** The Company will pay Mr. Forman a monthly supplemental stipend in the amount of \$35,000, payable monthly, subject to applicable withholdings, to offset certain unreimbursed business expenses, including a monthly housing allowance and travel allowance. However, prior to any automatic renewal of the term of the Amended Employment Agreement, the Company may reevaluate the amount of the monthly supplemental stipend and reset such amount of this supplemental payment, including by increasing, reducing or continuing the monthly amount.
 - **Severance Payment:** If during the term of the Amended Employment Agreement, Mr. Forman’s employment is terminated (i) for any reason other than Cause or Disability, (ii) for Good Reason, (iii) for any reason during the sixty (60) day period beginning on the six (6) month anniversary of a Change in Control (as defined in the Company’s Amended and Restated 2012 Omnibus Incentive Plan, as it may be amended and/or restated from time to time), or (iv) due to the Company’s providing of notice of its intention not to renew the Amended Employment Agreement, then Mr. Forman shall be entitled to receive his accrued but unpaid base salary and benefits as described in the Amended Employment Agreement and a lump-sum severance payment from the Company (the “Severance Payment”). If not in connection with a Change in Control, the Severance Payment shall be (i) one million dollars (\$1,000,000) plus (ii) target Annual Cash Incentive in the year of termination. If the Termination Date is within the ninety (90) days prior to or the twenty-four (24) months following a Change in Control, then the Severance Payment shall be (i) two million dollars (\$2,000,000) plus (ii) two times target Annual Cash Incentive in the year of termination. If Mr. Forman’s employment is terminated for any reason other than Cause, then all his unvested equity awards shall be fully vested. If Mr. Forman would be entitled to severance payments under any executive severance plan that is adopted by the Company for its senior executives after the date of the Amendment, then he shall receive the greater of the benefits provided for. In the event of a termination described in this paragraph, Mr. Forman shall be fully vested in his benefits under the SERP, notwithstanding anything to the contrary in the SERP, and shall have an amount not less than 25% of his annual base salary contributed to the SERP in such year without regard to his termination of employment.
 - **Legal Expenses:** The Company shall reimburse Mr. Forman for the reasonable legal expenses that he incurs in connection with the review and negotiation of the Amendment (in an amount not to exceed \$10,000).
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This summary does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Amendment included as Exhibit 10.1 to this filing which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
Exhibit 10.1	Form of Amendment No. 1 to Executive Employment Agreement, dated January 25, 2019, by and between Craig I. Forman and The McClatchy Company

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, thereunto duly authorized.

January 25, 2019

The McClatchy Company

/s/ Billie McConkey

By: Billie McConkey
Vice President, Human Resources,
General Counsel and Secretary

AMENDMENT NO. 1 TO EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment No. 1 to the EXECUTIVE EMPLOYMENT AGREEMENT (this “**Amendment**”) is entered into effective as of January 25, 2019, by and between CRAIG I. FORMAN (the “**Executive**”) and THE McCLATCHY COMPANY, a Delaware corporation (the “**Company**”).

WHEREAS, the Company and the Executive wish to amend the terms of the Executive Employment Agreement (the “**Agreement**”) executed on January 25, 2017 in accordance with Section 17(b) of the Agreement; and

WHEREAS, unless otherwise expressly provided for in this Amendment, all capitalized words or phrases or other defined terms used in this Amendment will have the same meaning ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Section 1 of the Agreement is deleted in its entirety and replaced with the following text:

1 . Term of Employment. The Company agrees to employ the Executive, and the Executive agrees to remain in employment with the Company, from the Start Date until January 24, 2019 (the “**Term**”), unless terminated earlier in accordance with Sections 6, 7 or 8. Beginning on January 25, 2019, this Agreement shall be renewed automatically for succeeding terms of two (2) years each, unless either party gives written notice to the other at least sixty (60) days prior to the expiration of any term of Executive’s or Company’s intention not to renew. Except with respect to Sections 13 through 17, which survive indefinitely, this Agreement shall expire if either party gives written notice to the other at least ninety (90) days prior to the expiration of any term of Executive’s or Company’s intention not to renew, or, in the case of the Executive’s earlier termination in accordance with Sections 6, 7 or 8, when all obligations of the parties hereunder have been satisfied. If notice of non-renewal is given by either party, then the termination of the Executive’s employment upon such expiration of the Term shall be treated as an involuntary termination by the Company without Cause (as defined below).

2. Section 3(b) of the Agreement is deleted in its entirety and replaced with the following text:

(b) Annual Incentive Compensation. The Executive shall be eligible to receive an annual cash bonus for each of the Company’s fiscal years during the Term (the “**Annual Cash Incentive**”) based on performance objectives established by the Compensation Committee of the Board (the “**Committee**”) each such fiscal year. The Executive’s target Annual Cash Incentive amount for each such fiscal year will be the percentage of Base Salary designated as the target by the Committee, which target shall be at least one hundred percent (100%) of the Base Salary then in effect for each applicable year.

3. The following text is inserted as a new sub-section (d) following sub-section 3(c).

(d) Supplemental Executive Retirement Plan. Effective January 1, 2019, Executive's accrual under the McClatchy Company Supplemental Executive Retirement Plan (the "SERP") shall be increased to 25% of Base Salary.

4. Section 5(b) of the Agreement is deleted in its entirety and replaced with the following text:

(b) Business Expenses. During the Term, the Executive shall be authorized to incur necessary and reasonable travel, entertainment and other business expenses in connection with his duties hereunder. The Company shall pay the Executive a monthly supplemental stipend in the amount of \$35,000, payable monthly, subject to applicable withholdings, to offset certain unreimbursed business expenses, including a monthly housing allowance and travel allowance. Prior to any automatic renewal of the Term under Section 1, the Company may reevaluate the amount of the monthly supplemental stipend and reset such amount for Term extensions, including by increasing, reducing or continuing the amount of such monthly supplemental stipend.

5. Section 5(c) of the Agreement is deleted in its entirety.

6. Section 9 of the Agreement is deleted in its entirety and replaced with the following text:

9. Benefits for Termination by the Company Without Cause or Resignation by the Executive for Good Reason. In addition to any rights under Section 4, in the event that during the Term of this Agreement (i) the Company terminates the Executive's employment for any reason other than Cause or Disability, (ii) the Executive terminates his employment for Good Reason, (iii) the Executive terminates his employment for any reason during the sixty (60) day period beginning on the six (6) month anniversary of a Change in Control (as defined in the Company's 2012 Omnibus Incentive Plan, as it may be amended and/or restated from time to time) or (iv) notice by the Company of its intent to not renew the Term as provided for under Section 1, then the Executive shall be entitled to receive his Accrued Compensation (defined in Section 10) and a severance payment from the Company (the "**Severance Payment**"). The Severance Payment shall be made in a lump sum as soon as reasonably practicable, but in no event less than fifteen (15) or more than sixty (60) days, following the Termination Date. Any payment under this Section 9 shall be subject to required withholding taxes. The amount of the Severance Payment shall be calculated as follows (A) if not in connection with a Change in Control, then it shall be (i) one million dollars (\$1,000,000) plus (ii) target Annual Cash Incentive in the year of termination; or (B) if the Termination Date is within the ninety (90) days prior to or the twenty-four (24) months following a Change in Control, then it shall be (i) two million dollars (\$2,000,000.00) plus (ii) two times target Annual Cash Incentive in the year of termination. Notwithstanding anything to the contrary in any governing equity award agreement or any equity incentive plan, if the Executive's employment is terminated for any reason other than Cause, then all then unvested equity awards shall be fully vested. If the Executive would be entitled to severance payments under any executive severance plan that is adopted by the Company for its senior executives after the date hereof (the "**Executive Severance Plan**"), then he shall receive the greater of the benefits provided for under the Executive Severance Plan or under this Agreement. In the event of a termination described above in clauses (i), (ii), (iii) and (iv), then notwithstanding anything to the contrary in the SERP, the Executive shall be 100% vested in his benefits under the SERP and shall have an amount not less than 25% of his annual Base Salary contributed to the Plan in such year without regard to his termination of employment. Notwithstanding the foregoing, the Company's obligation to pay the Severance Payment shall be conditioned upon receipt from the Executive of a Waiver and Release pursuant to Section 11 hereof.

10. Section 17(i) of the Agreement is deleted in its entirety and replaced with the following text:

(i) The Company shall reimburse the Executive for the reasonable legal expenses that he incurs in connection with the review and negotiation of the Amendment to the Agreement (in an amount not to exceed \$10,000).

[Signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this Amendment, in the case of the Company by its duly authorized officer, as of the day and year first above written.

EXECUTIVE:

Craig I. Forman

THE MCCLATCHY COMPANY

By: _____

Name: _____

Title: _____
