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**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): November 10, 2022**

**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)

**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 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
<b>Common Stock, \$0.0001 par value</b>	<b>BYND</b>	<b>The Nasdaq Stock Market LLC</b>

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.

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

As previously disclosed on Form 8-K filed with the Securities and Exchange Commission ("SEC") on October 14, 2022, Beyond Meat, Inc. (the "Company") announced the appointment of Lubi Kutua as the Company's Chief Financial Officer and Treasurer effective as of October 13, 2022 (the "Commencement Date").

On November 10, 2022, the Company and Mr. Kutua entered into a restated letter agreement (the "Kutua Letter Agreement") amending the terms of Mr. Kutua's employment to provide for an annual base salary of \$370,000 effective as of the Commencement Date and an increased annual bonus target of 60% of his base salary. Further, subject to the approval of the Human Capital Management and Compensation Committee (the "Compensation Committee"), Mr. Kutua will be granted an option under the Company's 2018 Equity Incentive Plan (the "Plan") to purchase shares of the Company's common stock valued at \$850,000. The exercise price per share applicable to the option will be no less than the per share fair market value of the Company's common stock on the grant date. The shares subject to the option will vest 25% on the 12-month anniversary of the Commencement Date and 1/48th monthly thereafter, subject to Mr. Kutua's continuous service through each vesting date. In addition, subject to the approval of the Compensation Committee, Mr. Kutua will be granted RSUs under the Plan covering shares of the Company's common stock valued at \$850,000. The RSUs will vest 25% on the 12-month anniversary of the Commencement Date and 1/16th quarterly thereafter, subject to Mr. Kutua's continuous service through each vesting date. The shares subject to the option will equal the option value divided by the closing price of the Company's common stock on the date of grant, multiplied by two and rounded up to the nearest whole number of shares. The shares subject to the RSU will equal the RSU value divided by the closing price of the Company's common stock on the date of grant, rounded up to the nearest whole number of shares.

Mr. Kutua 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.

No additional changes to Mr. Kutua's compensation or benefits will be made at this time in relation to Mr. Kutua's promotion, including changes disclosed on Form 8-K filed with the SEC on October 14, 2022.

The foregoing description of the Kutua Letter Agreement is qualified in its entirety by reference to the full text of the Kutua Letter Agreement, a copy of which is filed as Exhibit 10.1 attached hereto, and the terms of which are incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
10.1	<a href="#">Letter Agreement between Beyond Meat, Inc. and Lubi Kutua</a>
104	Cover page interactive data file (embedded with the inline XBRL document)

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## **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/ Teri L. Witteman

**Teri L. Witteman**

Chief Legal Officer and  
Secretary

Date: **November 16, 2022**



**BEYOND  
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**Exhibit 10.1**

119 Standard St.  
El Segundo, CA 90245

**November 10, 2022**

Lubi Kutua

**Re: Restated Amendment of Employment Terms**

Dear Lubi,

We are pleased to provide you with this letter agreement which sets forth certain amended terms of your employment with Beyond Meat, Inc., a Delaware corporation (the "Company"), effective as of October 13, 2022 (the "Commencement Date"). To the extent the terms set forth herein differ from the terms set forth in the offer letter entered into by and between you and the Company dated December 14, 2018, as amended by the Amendment of Employment Terms letter entered into by and between you and the Company dated October 13, 2022, (together, the "Offer Letter"), the terms of the Offer Letter are hereby superseded. Otherwise, the Offer Letter remains in full force and effect.

1. **Position.** You have been appointed as the Company's *Treasurer and Chief Financial Officer*. This is a full time, on-site position based in El Segundo, CA. Your manager is *Ethan Brown*.
2. **Base Salary.** Your base salary will be increased to the gross amount of **\$370,000 per year**, payable on the Company's regular payroll dates. This is an *Exempt position*, and you are ineligible for overtime.
3. **Annual Discretionary Bonus.** You will continue to be eligible to earn an annual discretionary bonus in effect for the applicable fiscal year, on the terms and subject to the conditions set forth in the Offer Letter, including the annual discretionary bonus target for the fiscal year of 60% of your base salary. For purposes of clarity, the base salary used to determine any applicable bonus will be the base salary in effect on the date such bonus is determined.
4. **Equity Awards.** Subject to the approval of the Human Capital Management and Compensation Committee (the "Compensation Committee"), you will be granted: (a) an option ("Option") to purchase shares of the Company's common stock ("Common Stock"), and (b) the awards of restricted stock units ("RSUs"), under the Company's 2018 Equity Incentive Plan (as such plan may be amended and restated from time to time, the "Plan"), as set forth in more detail below. For the Option, the number of shares of Common Stock subject to the Option will be determined by dividing the dollar value of the Option award by the Closing Price (as defined below), multiplying the resultant total by 2, and rounding up to the nearest whole number of shares of Common Stock. For each RSU award, the number of shares subject to the RSU award will be determined by dividing the dollar value of the RSU award by the Closing Price and rounding up to the nearest whole number of shares. The Closing Price shall equal the closing price of Common Stock as reported on the NASDAQ Global Select Market for the date of grant.
  - (a) **Promotion Awards.** If approved, the Option and RSUs set forth in subsections 4(a)(i) and 4(a)(ii) below will be granted the next time the Compensation Committee approves equity awards pursuant to the Plan during the Company's next open trading window.
    - (i) **Option.** In accordance with the methodology above, you will be eligible to be granted an Option to purchase Common Stock valued at **\$850,000**, subject to the terms and conditions of the Plan and the applicable stock option agreement. The exercise price for the Option will be no less than the fair market value of the Common Stock, as determined according

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**Exhibit 10.1**

to the Plan, on the grant date. Generally, the Option will vest and become exercisable over four years as follows: 25% of the total number of shares subject to the Option will vest and become exercisable on the 12-month anniversary of the Commencement Date and 1/36th of the balance of the shares subject to the Option will vest and become exercisable in equal monthly installments thereafter, such that the Option will be fully vested and exercisable 4 years after the Commencement Date, subject to your continuous service through each vesting date, as described in the applicable stock option agreement.

(ii) RSU. In accordance with the methodology above, you will be eligible to be granted an award of RSUs valued at **\$850,000**, subject to the terms and conditions of the Plan and the applicable RSU agreement. Generally, the RSUs will vest and become non-forfeitable as follows: 25% of the RSUs will vest on the 12-month anniversary of the Commencement Date and 1/12th of the balance of the RSUs will vest in equal quarterly installments thereafter, such that the RSUs will be fully vested 4 years after the Commencement Date, subject to your continuous service through each vesting date, as described in the applicable RSU agreement.

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

6. **Miscellaneous**

(a) Governing Law. The validity, interpretation, construction and performance of this letter agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state in which you primarily perform work, without giving effect to principles of conflicts of law.

(b) Entire Agreement. This letter agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) Counterparts. This letter agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement of the terms of the letter agreement. Execution of a facsimile, electronic signature, scanned image will have the same force and effect as execution of an original, and a facsimile, electronic signature, or scanned image signature is deemed an original and valid signature and the contents of this letter agreement may not be challenged on that basis.

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**Exhibit 10.1**

Thank you for your hard work and dedication to Beyond Meat. Please keep a copy of this letter agreement for your records.

Very truly yours,

**BEYOND MEAT, INC.**

By: /s/ Ethan Brown

(Signature)

Name: Ethan Brown

Title: Chief Executive Officer

ACCEPTED AND AGREED:

**Lubi Kutua**

/s/ Lubi Kutua

Date: Nov 10, 2022

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