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): July 26, 2026

BEYOND MEAT, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-38879**	**26-4087597**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

888 N. Douglas Street, Suite 100

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
Common Stock, $0.0001 par value	**BYND**	**The Nasdaq Stock Market LLC**

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.

Chief Operating Officer

On July 26, 2026, Beyond Meat, Inc. (the “Company”) entered into an offer letter with Brijesh Krishnaswamy to serve as the Company’s Chief Operating Officer. Mr. Krishnaswamy is expected to join the Company on a part-time basis beginning August 24, 2026. He is expected to convert to full-time time employment beginning September 30, 2026 (the “Commencement Date”).

Mr. Krishnaswamy, age 52, has served in roles of increasing responsibility with ofi (Olam Food Ingredients), a global supplier of natural, sustainable food and beverage ingredients and solutions across cocoa, coffee, dairy, nuts, and spices, since 2000. He has served as Chief Commercial Officer – North America since February 2025; President & Global Head of Spices from April 2022 to February 2025; and Senior Vice President & Global Head of Spices from January 2018 to April 2022. Mr. Krishnaswamy’s earlier roles with ofi included Senior Vice President & Global Head of Hazelnuts and Head of Sales – Edible Nuts, Europe; Country Head, Netherlands; Vice President, Cashews and Head of Sales – Edible Nuts, Europe; Global Product Manager, Cashews; and Business Head – Cashews & Spices. Mr. Krishnaswamy received a Bachelor of Business Administration from the Bhopal School of Social Sciences, India, and an MBA from Symbiosis Institute of Business Management, India. He also completed the Advanced Management Program in Executive Education at the Wharton School of the University of Pennsylvania.

For the period of Mr. Krishnaswamy’s part-time employment, his base salary will be in the gross amount of $110,000 per year. Conditioned upon his continued employment and conversion to full-time employment, his base salary will be increased to $550,000 per year beginning on the Commencement Date. Mr. Krishnaswamy will be eligible to earn an annual discretionary bonus at a target amount of 60% of his base salary, which will be pro-rated for fiscal year 2026 based on the Commencement Date. He will also receive reimbursement for certain relocation-related expenses up to an aggregate amount of $100,000 plus additional payment(s) equal to the tax withholding due on such relocation payments and such additional payments.

Subject to the approval of the Human Capital Management and Compensation Committee of the Company’s board of directors (the “Compensation Committee”), Mr. Krishnaswamy will be granted one or more equity awards with a total value of $1,200,000 under the Company’s 2026 Employment Inducement Equity Incentive Plan. The specific equity vehicle or mix of vehicles, the valuation methodology, and the vesting terms will be determined by the Compensation Committee in its sole discretion at the time of grant.

The foregoing description of Mr. Krishnaswamy’s employment terms is qualified in its entirety by reference to the full text of his offer letter, a copy of which is filed as Exhibit 10.1 attached hereto, and the terms of which are incorporated herein by reference.

Mr. Krishnaswamy 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. Mr. Krishnaswamy will also enter into the Company’s standard form of indemnification agreement. Pursuant to the terms of the indemnification agreement, the Company may be required, among other things, to indemnify Mr. Krishnaswamy for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by him in any action or proceeding arising out of his service as an officer of the Company.

Mr. Krishnaswamy has no family relationships that require disclosure pursuant to Item 401(d) of Regulation S-K and has not been involved in any transactions that require disclosure pursuant to Item 404(a) of Regulation S-K. There is no arrangement or understanding between Mr. Krishnaswamy and any other person pursuant to which Mr. Krishnaswamy was named Chief Operating Officer of the Company.

Upon the Commencement Date of Mr. Krishnaswamy's full-time employment, John Boken, the Company's interim Chief Transformation Officer who assumed the duties of Chief Operations Officer on an interim basis effective May 17, 2026, will no longer perform the duties of Chief Operations Officer.

Director Appointment

On July 28, 2026, the board of directors of the Company appointed Ethan Brown to serve as a Class III director (with a term expiring in 2028), filling the vacancy created by the resignation of Raphael Thomas Wallander on May 28, 2026.

Mr. Brown, age 55, is the Founder of Beyond Meat and has served as our President and Chief Executive Officer since our inception in 2009. In addition, he previously served as a member of our board of directors from our inception until October 15, 2025. He has served as a manager of the Planet Partnership, LLC, our joint venture with PepsiCo, Inc., since January 2021, and served as our Secretary from our inception to September 2018. Mr. Brown began his career with a focus on clean energy and the environment, including serving as an energy analyst for the National Governors' Center for Best Practices. He then joined Ballard Power Systems, Inc. (NASDAQ: BLDP), a proton exchange membrane fuel cell company, being promoted from an entry-level manager to reporting directly to the Chief Executive Officer before leaving to found Beyond Meat. Mr. Brown also created and opened a center for fuel reformation and has held several industry positions, including Vice Chairman of the Board at The National Hydrogen Association and Secretary of the United States Fuel Cell Council. He is on the board of the American Cancer Society's CEO's Against Cancer (LA Chapter), is a Henry Crown Fellow at the Aspen Institute, was honored as part of The Independent's Climate 100 for 2024, Inc.'s Best Led Companies 2021, The Bloomberg 50 for 2019 and Newsweek's Top Innovators of 2019, and, along with Beyond Meat, is the recipient of the United Nation's highest environmental accolade, Champion of the Earth (2018). Mr. Brown received an MBA degree from Columbia University, an MPP degree with a focus on Environment from the University of Maryland and a BA degree in History and Government from Connecticut College.

There is no arrangement pursuant to which Mr. Brown was selected as a director, no family relationships between him and any director or other executive officer of the Company, and no transactions involving him or a member of his immediate family that would require disclosure under Item 404(a) of SEC Regulation S-K other than in connection with his employment by the Company.

Item 9.01. Financial Statements and Exhibits.

Exhibit Number	Description
10.1*	Offer Letter dated as of July 26, 2026 between the Company and Brijesh Krishnaswamy
104	Cover page interactive data file (embedded with the inline XBRL document)

* Indicates management contract or compensatory plan or arrangement. Certain portions of this exhibit have been redacted in accordance with Regulation S-K, Item 601(a)(6).

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/ Lubi Kutua

Lubi Kutua

Chief Financial Officer and Treasurer

Date: July 30, 2026

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Exhibit 10.1

CERTAIN INFORMATION HAS BEEN REDACTED FROM THIS EXHIBIT IN ACCORDANCE WITH ITEM 601(A)(6) OF REGULATION S-K DUE TO PERSONAL PRIVACY CONCERNS. INFORMATION THAT HAS BEEN SO REDACTED FROM THIS EXHIBIT HAS BEEN MARKED WITH "[***]" TO INDICATE THE OMISSION.

July 25, 2026

Brijesh Krishnaswamy
[***]

Re: At-Will Employment Offer

Dear Brijesh,

Beyond Meat, Inc., a Delaware corporation (the "Company"), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** This offer is for the Beyond Meat **Chief Operating Officer (COO)** role and starts on a part-time basis beginning **August 24, 2026** ("Start Date") and a full-time basis beginning **September 30, 2026** (the "Commencement Date"). This is an in-office position based in El Segundo, California. You will report to **Ethan Brown**, the Company's President and Chief Executive Officer. From the Start Date through September 29, 2026, you will be employed on a part-time basis, with an anticipated work schedule of up to eight (8) hours per week. It is expected that, conditioned upon your continued employment, your status will change to full-time employee beginning on the Commencement Date. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that prohibit you from performing your duties with the Company.

2. **Compensation and Employee Benefits.**

(a) Compensation. For the period of your part-time employment, your base salary will be in the gross amount of **$110,000.00** per year, payable on the Company's regular payroll dates. This is an exempt position and you are ineligible for overtime. Conditioned upon your continued employment and your conversion to full-time employment, your base salary will be increased to $550,000.00 per year beginning on the Commencement Date.

(b) Annual Discretionary Bonus. You will be eligible to earn an annual discretionary bonus each fiscal year of the Company that you are employed by the Company. Your annual bonus target for the fiscal year will be **60%** of your base salary and will be prorated for fiscal year 2026 based on the Commencement Date. This bonus is subject to Company performance objectives, as well as any other factors/objectives that the Company chooses to use to determine an annual discretionary bonus amount. If earned, it will be paid out based on the Company's payout methodology. You must also be employed by the Company at the time of payment in order to earn and receive an annual discretionary bonus. The Company will determine in its sole and absolute discretion whether you have earned an annual bonus, including whether any applicable performance objectives and/or other factors/objectives have been met and the amount of the bonus, if any. Any annual discretionary bonus is not guaranteed, and you have no expectation of receiving an annual discretionary bonus.

(c) Severance. You will be eligible for severance pursuant to the terms of the enclosed Executive Change in Control Severance Agreement.

(d) Benefits. As a regular employee of the Company, you will be eligible for Company-sponsored benefits, which may include healthcare and retirement. Specific details of your benefits are described in the employee benefit summary enclosed with this letter.

(e) Paid Time Off (PTO), Sick Time and Holidays. For each calendar year, you will accrue up to 20 days of Paid Time Off and up to 5 days of Sick Time (or more if required by applicable law), in addition to all Company holidays, in line with the Company's policies on Paid Time Off and Sick Time. Please refer to these policies for full details.

(f) Annual Review. From time-to-time, the Human Capital Management and Compensation Committee of the Board of Directors (the "Compensation Committee") may review your compensation as it deems necessary.

(g) Initial Equity Award. Subject to the approval of the Compensation Committee, you will be granted one or more equity awards under the Company's 2026 Employment Inducement Equity Incentive Plan (as such plan may be amended and restated from time to time, the "Plan") with an aggregate value of **$1,200,000.00**. The specific equity vehicle or mix of vehicles, the valuation methodology, and the vesting terms will be determined by the Compensation Committee in its sole discretion at the time of grant. The equity awards are being granted as a material inducement to your commencement of employment with the Company. If approved by the Compensation Committee, the equity awards will be granted the next time the Compensation Committee approves equity awards pursuant to the Company's equity plans following the Commencement Date.

(h) Additional Equity Awards. If approved by the Compensation Committee, you will be eligible to receive additional equity awards granted at the same time each calendar year that the Compensation Committee approves annual refresh equity awards pursuant to the Company's equity plans for other similarly situated employees of the Company, provided you remain continuously employed by the Company through such date.

3. **Business Expenses and Allowances.**

(a) General. The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with your duties hereunder upon presentation of an itemized account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies.

(b) Relocation Allowance. In order to assist you to move yourself and your household to the greater Los Angeles metropolitan area on or before **December 1, 2026**, the Company will arrange to reimburse you for any of the following relocation related expenses that are incurred in connection with your move, up to an aggregate amount of **$100,000.00** of such expenses (all such payments, the "Relocation Payments"):

- **Final Trip:** One-way travel costs from current residence to Los Angeles for the Employee and the Employee's dependents
- **Household Goods:** Movement of household goods, storage of household goods (if necessary), and/or purchase of household items

- **Temporary Housing:** Rent of a temporary, furnished apartment for up to 30 days (if necessary)
- **Hotel Nights:** Hotel nights at an approved hotel
- **Miscellaneous Expenses:** Automotive registration, driver license(s) fees, telephone, utilities, cable installations, etc.
- **Transfer of Auto:** Transfer of one auto; 2nd auto may be added for dependent
- **Closing Cost Reimbursement:** In connection with your relocation, the Company will reimburse you for reasonable and customary Closing Costs (as defined below) actually incurred in connection with the sale of your primary residence located at [***] (the "Residence"). To be eligible for reimbursement, the Residence must be sold, and the sale must close within twelve (12) months following the Commencement Date, unless the Company, in its sole discretion, agrees in writing to extend this deadline. For purposes of this section, "Closing Costs" means reasonable and customary expenses directly related to the sale of the Residence, including: (i) real estate broker commissions; (ii) title insurance premiums; (iii) escrow fees; (iv) recording fees; (v) transfer taxes; and (vi) reasonable attorneys' fees, if any, directly associated with the sale. Reimbursement will be made following the closing of the sale upon your submission of reasonable documentation evidencing the Closing Costs and proof of payment.

The Closing Cost Reimbursement, together with all other relocation-related expenses reimbursed by the Company under this Agreement, shall not exceed an aggregate maximum of **$100,000.00** (the "Relocation Cap"). Any relocation-related costs incurred by the employee in excess of the Relocation Cap shall be the sole responsibility of the Employee.

The Relocation Payments shall be made to you, in each case, as applicable, subject to your timely submission of appropriate receipts and subject to all applicable tax withholding and other required deductions. The Company further agrees to pay you an additional payment or payments equal to the tax withholding due to the Relocation Payments, as well as all tax withholding due on such additional payment or payments, such that the Relocation Payments will be tax neutral to you.

(c) Section 409A. For the avoidance of doubt and notwithstanding anything stated in this offer letter to the contrary, to the extent that any reimbursements payable or in-kind benefits provided by the Company to you under this offer letter or otherwise constitute deferred compensation under Internal Revenue Code Section 409A, the regulations and other guidance there under and any state law of similar effect, any such payments, reimbursements and/or benefits (i) will be paid no later than December 31st of the year following the year in which the expense was incurred (or, if earlier, the time required by the Company's generally applicable policies), (ii) will not affect the amount eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (iii) will not be subject to liquidation or exchange for another benefit.

4. **Background and Reference Check**. Like all Company employees, your employment offer and continued employment are contingent upon clearance of a background check to the Company's satisfaction. As a condition of your employment with the Company, you are required to sign the Company's background check consent form. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions. In addition, the Company reserves the right to a reference check on all its potential employees.

Your job offer, therefore, may be contingent upon clearance of such a background and/or reference check, if any.

5. **Work Authorization.** As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. You agree to promptly complete the requisite forms.

6. **Confidential Information and Invention Assignment Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's enclosed standard Confidential Information and Invention Assignment Agreement (CIIAA).

7. **Indemnification Agreement.** Like all similarly situated Company officers, the Company will enter into the Company's standard Indemnification Agreement with you. You will also be covered under a directors and officers liability insurance policy paid for by the Company to the extent that the Company maintains such a liability insurance policy now or in the future for similarly situated Company officers.

8. **At-Will Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this subject matter. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company.

9. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the prior written consent of the Company. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

10. **Duty to Follow Company Policies**. You agree to follow and be bound by the Company's Code of Business Conduct and Ethics and all applicable Company employment policies, practices and procedures that may be in effect during your employment.

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

12. **Mutual Arbitration Agreement**. As a condition of your employment with the Company, you will be required to sign the Company's Mutual Arbitration Agreement.

13. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this letter, 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 state in which you primarily perform work, without giving effect to principles of conflicts of law.

(b) **<u>Entire Agreement</u>.** This letter 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) **<u>Counterparts</u>.** This offer letter 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 offer letter. 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 offer letter may not be challenged on that basis.

(d) **<u>Electronic Delivery</u>.** The Company may, in its sole discretion, decide to deliver any documents or notices related to this letter, the Plan, the Options, the RSUs or any other matter by email or any other electronic means. You hereby consent to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery, and (iii) sign documents electronically and agree to participate in any Company activity, the Plan or any benefit program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Signature Page Follows]

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If you wish to accept this offer, please sign, date and return this letter to the Company, along with the enclosed Executive Change in Control Severance Agreement, and Confidential Information and Invention Assignment Agreement (CIIAA) on or before **July 27, 2026**. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. We look forward to having you join us on **August 24, 2026.**

Very truly yours,

BEYOND MEAT, INC.

By: /s/ Ethan Brown
(Signature)

Name: Ethan Brown
Title: President and Chief Executive Officer

Date: 07/26/2026

ACCEPTED AND AGREED:

Brijesh Krishnaswamy

/s/ Brijesh Krishnaswamy
(Signature)

Date: 07/25/2026