

**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 8, 2020

KORN FERRY

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-14505
(Commission
File Number)

95-2623879
(IRS Employer
Identification No.)

**1900 Avenue of the Stars, Suite 2600
Los Angeles, California 90067**
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (310) 552-1834

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 (see General Instruction A.2. below):

- 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))

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

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.01 per share	KFY	New York Stock Exchange

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.

(e)

As previously disclosed by Korn Ferry, a Delaware corporation (the “Company”), each of its named executive officers agreed that, effective May 1, 2020, each named executive officer’s base salary would be reduced by 50%. These reductions were originally scheduled to be effective through August 31, 2020. The named executive officers executed amendments to their existing employment agreements and letters, as applicable, formalizing such base salary reductions and acknowledging that such reductions would not trigger any good reason or other constructive termination rights.

As the Company continues to take steps to address the challenging economic environment created by COVID-19, the Company and each of its named executive officers have agreed to extend the reductions in base salary by 50% through December 31, 2020. The named executive officers have executed amendments to their existing employment arrangements documenting this extension. Other than extending the duration of the base salary reductions, the terms and conditions of the executive officers’ existing employment arrangements remain in full force and effect.

The foregoing description of the amendments is qualified in its entirety by reference to the full text of the amendments, which are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- Exhibit 10.1 [Extension Amendment to Gary Burnison Amended and Restated Employment Agreement.](#)
- Exhibit 10.2 [Extension Amendment to Robert Rozek Employment Agreement.](#)
- Exhibit 10.3 [Extension Amendment to Byrne Mulrooney Letter Agreement.](#)
- Exhibit 10.4 [Extension Amendment to Mark Arian Letter Agreement.](#)
- Exhibit 104 The cover page from this Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).

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.

KORN FERRY

(Registrant)

Date: July 10, 2020

/s/ Jonathan Kuai

(Signature)

Name: Jonathan Kuai

Title: General Counsel and Corporate Secretary, Managing
Director - Business Affairs

July 9, 2020

Gary Burnison
c/o Korn Ferry
1900 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067

RE: Amended and Restated Employment Agreement dated as of March 30, 2018 between Korn Ferry (“Korn Ferry”) and Gary Burnison (“Employment Agreement”) and the Letter Agreement dated as of April 14, 2020

Dear Gary:

Reference is made to the Letter Agreement, dated April 14, 2020, between you and Korn Ferry, which amended the applicable terms and conditions of your Employment Agreement (the “Employment Agreement Amendment”). This letter amends the Employment Agreement Amendment by deleting the reference to “August 31, 2020” and substituting in its stead “December 31, 2020”, having the effect of extending the temporary reduction of your annual rate of base salary described in the Employment Agreement Amendment through December 31, 2020. It is agreed that the extension of the temporary salary reduction above shall not, alone, be a basis for Good Reason or any constructive termination claim and does not constitute Good Reason under your Employment Agreement. Except as expressly modified by this letter, the terms and conditions set forth in the Employment Agreement and the Employment Agreement Amendment remain in full force and effect and are incorporated herein by reference.

Please indicate your acceptance of this letter agreement amending your Employment Agreement and the Employment Agreement Amendment by signing and dating a copy of this letter agreement in the spaces provided below and returning such signed and dated copy to me. I thank you for your continued commitment to Korn Ferry.

Sincerely,
/s/ Christina Gold

Christina Gold

ACCEPTED AND AGREED TO:

/s/ Gary D. Burnison

Gary D. Burnison

July 9, 2020

Date of Signature

July 8, 2020

Robert Rozek
c/o Korn Ferry
1900 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067

Re: *Employment Agreement dated as of February 6, 2012 between Korn Ferry (“Korn Ferry”) and Robert Rozek, as amended by that Amendment thereto dated as of December 28, 2015 (“Employment Agreement”) and the Letter Agreement dated as of April 14, 2020*

Dear Bob:

Reference is made to the Letter Agreement, dated April 14, 2020, between you and Korn Ferry, which amended the applicable terms and conditions of your Employment Agreement (the “Employment Agreement Amendment”). This letter amends the Employment Agreement Amendment by deleting the reference to “August 31, 2020” and substituting in its stead “December 31, 2020”, having the effect of extending the temporary reduction of your annual rate of base salary described in the Employment Agreement Amendment through December 31, 2020. It is agreed that the extension of the temporary salary reduction above shall not, alone, be a basis for Good Reason or any constructive termination claim and does not constitute Good Reason under your Employment Agreement. Except as expressly modified by this letter, the terms and conditions set forth in the Employment Agreement and the Employment Agreement Amendment remain in full force and effect and are incorporated herein by reference.

Please indicate your acceptance of this letter agreement amending your Employment Agreement and the Employment Agreement Amendment by signing and dating a copy of this letter agreement in the spaces provided below and returning such signed and dated copy to me. I thank you for your continued commitment to Korn Ferry.

Sincerely,

/s/ Jonathan Kuai

Jonathan Kuai

ACCEPTED AND AGREED TO:

/s/ Robert P. Rozek

Robert P. Rozek

July 8, 2020

Date of Signature

July 9, 2020

Byrne Mulrooney
c/o Korn Ferry
1900 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067

Re: *Employment Letter dated as of June 26, 2014 between Korn Ferry (“Korn Ferry”) and Byrne Mulrooney, as amended by any changes made to certain terms described therein but not documented as formal amendments to the terms thereof (“Employment Letter”) and the Letter Agreement dated as of April 14, 2020*

Dear Byrne:

Reference is made to the Letter Agreement, dated April 14, 2020, between you and Korn Ferry, which amended the applicable terms and conditions of your Employment Letter (the “Employment Letter Amendment”). This letter amends the Employment Letter Amendment by deleting the reference to “August 31, 2020” and substituting in its stead “December 31, 2020”, having the effect of extending the temporary reduction of your annual rate of base salary described in the Employment Letter Amendment through December 31, 2020. It is agreed that the extension of the temporary salary reduction above shall not, alone, be a basis for Good Reason or any constructive termination claim and does not constitute Good Reason under your Employment Letter. Except as expressly modified by this letter, the terms and conditions set forth in the Employment Letter and the Employment Letter Amendment remain in full force and effect and are incorporated herein by reference.

Please indicate your acceptance of this letter agreement amending your Employment Letter and the Employment Letter Amendment by signing and dating a copy of this letter agreement in the spaces provided below and returning such signed and dated copy to me. I thank you for your continued commitment to Korn Ferry.

Sincerely,

/s/ Jonathan Kuai

Jonathan Kuai

ACCEPTED AND AGREED TO:

/s/ Byrne Mulrooney

Byrne Mulrooney

July 9, 2020

Date of Signature

July 8, 2020

Mark Arian
c/o Korn Ferry
1900 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067

Re: *Employment Letter dated as of March 17, 2017 between Korn Ferry (“Korn Ferry”) and Mark Arian (“Employment Letter”) and the Letter Agreement dated as of April 14, 2020*

Dear Mark:

Reference is made to the Letter Agreement, dated April 14, 2020, between you and Korn Ferry, which amended the applicable terms and conditions of your Employment Letter (the “Employment Letter Amendment”). This letter amends the Employment Letter Amendment by deleting the reference to “August 31, 2020” and substituting in its stead “December 31, 2020”, having the effect of extending the temporary reduction of your annual rate of base salary described in the Employment Letter Amendment through December 31, 2020. It is agreed that the extension of the temporary salary reduction above shall not, alone, be a basis for Good Reason or any constructive termination claim and does not constitute Good Reason under your Employment Letter. Except as expressly modified by this letter, the terms and conditions set forth in the Employment Letter and the Employment Letter Amendment remain in full force and effect and are incorporated herein by reference.

Please indicate your acceptance of this letter agreement amending your Employment Letter and the Employment Letter Amendment by signing and dating a copy of this letter agreement in the spaces provided below and returning such signed and dated copy to me. I thank you for your continued commitment to Korn Ferry.

Sincerely,

/s/ Jonathan Kuai

Jonathan Kuai

ACCEPTED AND AGREED TO:

/s/ Mark Arian

Mark Arian

July 8, 2020

Date of Signature