

GRAPHIC PACKAGING HOLDING CO

Form 8-K

April 05, 2012

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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): April 1, 2012

GRAPHIC PACKAGING HOLDING COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction  
of incorporation)

001-33988

(Commission File Number)

26-0405422

(IRS Employer  
Identification No.)

814 Livingston Court

Marietta, Georgia 30067

(Address of principal executive offices)

(770) 644-3000

(Registrant's telephone number, including area code)

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))



Item 1.01. Entry into a Material Definitive Agreement.

On April 1, 2012, Graphic Packaging Holding Company and its wholly-owned subsidiary Graphic Packaging International, Inc. (referred to collectively herein as the "Company") entered into an Employment Agreement with Stephen Scherger (the "Agreement"). Pursuant to the Agreement, Mr. Scherger will serve as Senior Vice President, Consumer Packaging Division, replacing Mike Doss who was appointed to the role of Executive Vice President, Commercial Operations in January 2012. The Agreement has an initial term of one year effective April 1, 2012, and then at the end of the initial term and each additional term (as defined below) automatically extends upon the same terms and conditions for an additional period of one year (an "additional term") until terminated by the Company or Mr. Scherger.

The Agreement provides for a minimum base salary of \$475,000. The Company has also caused a one-time allocation of \$1,000,000 to be credited to an account for Mr. Scherger under the Company's deferred compensation plan. Mr. Scherger's interest in the account will vest over a three year period, assuming Mr. Scherger's continued employment with the Company throughout this period. Mr. Scherger will also be eligible to participate in the Company's incentive compensation programs for senior executives at a level commensurate with his position and duties with the Company and based on such performance targets as may be established from time to time by the Company's Board of Directors or a committee thereof. Mr. Scherger has an initial annual target bonus opportunity equal to 70% of his base salary.

The Agreement specifies that during Mr. Scherger's employment, the Company shall provide certain employee benefits, including life, medical, dental, accidental death and dismemberment, business travel accident, prescription drug and disability insurance in accordance with the programs of the Company then available to its senior executives. Mr. Scherger will also be entitled to participate in all of the Company's profit sharing, deferred compensation and savings plans applicable to senior executives, as such plans may be amended and in effect from time to time.

In the event that Mr. Scherger's employment is terminated due to a disability that prevents the performance of his duties for a period of six months or longer, the Company shall pay Mr. Scherger's full base salary through the date of termination. In the case of termination due to death, the Company will pay Mr. Scherger's full base salary for the payroll period in which death occurs, plus an additional one month's salary. In addition to base salary payments, if Mr. Scherger is terminated due to disability or death, he will receive a pro-rated bonus for the portion of the calendar year in which his termination of employment occurs, assuming target performance by the Company under applicable performance metrics.

In the event that the Company terminates Mr. Scherger's employment without cause, or Mr. Scherger terminates his employment for good reason, the Agreement provides for severance of:

- base salary and welfare benefits for a period ending on the first anniversary of the date of termination;
- a pro-rata incentive bonus for the year in which termination occurs, assuming that all performance metrics had been achieved as of the date of termination; and
- outplacement and career counseling services with a value not in excess of \$25,000.

Within one year of a change in control, if the Company terminates Mr. Scherger's employment without cause, or Mr. Scherger terminates his employment for good reason, Mr. Scherger will also receive:

- an additional ½ year's base salary; and
- an incentive bonus for the year in which termination occurs equal to Mr. Scherger's incentive bonus opportunity at target level and assuming that all performance metrics had been achieved, multiplied by 1.5.

The Agreement provides that Mr. Scherger may not work for specific competitors of the Company for a period of one year after his employment terminates. Mr. Scherger is also prohibited from (i) employing or soliciting employees of the Company for employment, (ii) interfering with the Company's relationship with its employees or (iii) soliciting or attempting to establish any competitive business relationship with a customer, client or distributor of the Company for a period of one year after termination of employment.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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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.

The information set forth in Item 1.01 is incorporated by reference into this Item 5.02.

Item 9.01. Financial Statements and Exhibits.

- 10.1            Employment Agreement dated as of April 1, 2012 by and among Graphic Packaging International, Inc.,  
Graphic Packaging Holding Company and Stephen Scherger.

**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.

Date: April 5, 2012      By:

/s/Stephen A. Hellrung  
Stephen A. Hellrung  
Senior Vice President, General Counsel  
and Secretary