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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

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Date of Report (Date of earliest event reported): December 31, 2018

**Akorn, Inc.**

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(Exact name of registrant as specified in charter)

Louisiana  
(State or Other Jurisdiction  
of Incorporation)

001-32360  
(Commission File Number)

72-0717400  
(IRS Employer  
Identification No.)

1925 W. Field Court, Suite 300, Lake Forest, Illinois 60045  
(Address of Principal Executive Offices) (Zip Code)

(847) 279-6100  
(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))

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 Securities 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.**

On January 7, 2019, Akom, Inc. (the “Company” or “Akom”) and Bruce Kutinsky entered into a letter agreement (the “Letter Agreement”) agreeing that Mr. Kutinsky will no longer serve as Chief Operating Officer of the Company effective December 31, 2018.

The Letter Agreement provides for certain terms in connection with Mr. Kutinsky’s departure from the Company. Pursuant to the Letter Agreement, Mr. Kutinsky will serve in a consulting role to the Company and will be reasonably available to the President and CEO and the management team to provide transition and consulting related support from January 1, 2019 through March 31, 2019, and further to provide support to the Company’s legal department through December 31, 2019 pursuant to a separate agreement, which Mr. Kutinsky and the Company have agreed to endeavor to enter into at a later date.

In consideration of Mr. Kutinsky’s agreement to provide the transition, consulting and legal support services, Mr. Kutinsky’s unvested restricted stock units will vest as of December 31, 2018, and he will be compensated a total cash fee in the amount of \$906,675 which will be paid in 12 equal monthly installments. The Company agrees to reimburse reasonable travel expenses that Mr. Kutinsky incurs at the request of the Company related to the transition and legal support services.

Further, the Letter Agreement provides that Mr. Kutinsky will be entitled to severance benefits under Mr. Kutinsky’s Employment Agreement with the Company, entered into on April 11, 2014 (the “Employment Agreement”), as though Mr. Kutinsky resigned for “good reason” consisting of a lump-sum cash payment equal to his total eligible bonus, a lump-sum cash payment equal to one year of base annual compensation and total eligible annual bonus and one year of continued life and health insurance coverage. The parties also agreed to modify the Employment Agreement to provide Mr. Kutinsky an additional two months of life and health insurance coverage through February 28, 2020. Except as described above, all other applicable terms of the Employment Agreement will remain in full force and effect.

The Company thanks Bruce for his contributions and the work he has done for Akom.

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

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
<a href="#">10.1</a>	<a href="#">Letter Agreement dated January 7, 2019 between Bruce Kutinsky and Akom, Inc.</a>

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

Akom, Inc.

By: /s/ Duane Portwood

Duane Portwood  
Chief Financial Officer

Date: January 7, 2019

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TERMS

-Bruce Kutinsky and the Company have agreed that Bruce will no longer serve as Akom, Inc. COO effective December 31, 2018 11:59 PM;

-Bruce will serve in a consulting role to the Company and will be reasonably available to the President and CEO and to the Akom Management team to provide transition and consulting related support from January 1, 2019 through March 31, 2019 and further to provide support to the Akom Legal Department through December 31, 2019 pursuant to a separate consulting or other agreement.

Bruce and the Company are parties to an employment agreement and agree to modify certain terms of that agreement as follows, with all other unmodified terms remaining in effect:

- a. Severance: Bruce's employment with Akom will terminate effective December 31, 2018, 11:59PM. Bruce is entitled to severance benefits under his employment agreement as though Bruce resigned for good reason (a lump-sum cash payment equal to one year of base annual compensation and total eligible annual bonus) and further, Akom will continue to provide Bruce life and health insurance (substantially similar to his health and benefits coverage in effect in December 2018) through February 28, 2020;
- b. Consulting Agreement: Bruce and Akom will endeavor to enter into a separate agreement engaging Bruce to serve in a consulting role providing transition support services to the Company through March 31, 2019, and, in addition, to provide support to the Akom Legal Department through December 31, 2019. Akom agrees to reimburse any and all reasonable travel expenses Bruce incurs, at the request of Akom, related to the transition and legal support services;
- c. Consideration: In consideration of Bruce's agreement to provide aforementioned consulting and support services, Bruce's unvested restricted stock units will immediately vest on December 31, 2018, and he will be compensated a total fee in the amount of \$906,675 paid in 12 equal monthly installments;
- d. Lease and Moving Expenses: Bruce intends to terminate his Deerfield, IL apartment lease effective January 31, 2019, and should the Company require Bruce to extend that lease, the Company would be responsible for any rent payments incurred after January 31, 2019. Further, the Company agrees to pay for or reimburse Bruce for reasonable relocation expenses, expected to be approximately \$5,000, from Deerfield, IL to Ann Arbor, MI.

These terms are hereby agreed to and binding between the parties and failure of the parties to enter into any formal agreements memorializing the terms shall not affect their validity.

Akom, Inc.  
/s/ Gregory P. Lawless

Bruce Kutinsky  
/s/ Bruce Kutinsky

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