
**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 12, 2019

RESHAPE LIFESCIENCES INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-33818
(Commission File Number)

48-1293684
(I.R.S. Employer Identification
Number)

**1001 Calle Amanecer
San Clemente, CA**
(Address of principal executive offices)

92673
(Zip Code)

(949) 429-6680
(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 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 Exchange Act.

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

On April 12, 2019, ReShape Lifesciences Inc. (the “Company”) entered into a retention bonus agreement with Scott P. Youngstrom, the Company’s Chief Financial Officer and Senior Vice President, Finance, pursuant to which the Company agreed to pay Mr. Youngstrom a one-time retention bonus of \$90,000 and 100% of his maximum payout under the Company’s management incentive plan for 2019 if Mr. Youngstrom (i) remains continuously and actively employed by the Company through October 1, 2019, (ii) provides notice of his resignation no later than August 1, 2019, to be effective on October 1, 2019, (iii) resigns effective as of October 1, 2019, and (iv) effective upon his resignation, enters into a release agreement with the Company in a customary form.

The foregoing summary of the retention bonus agreement is not complete and is qualified in its entirety by reference to the full text of the retention bonus agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 8.01 Other Events.

On April 1, 2019, the Company filed a Form 12b-25, or NT 10-K (“Form 12b-25”), with the Securities and Exchange Commission (“SEC”) to extend the filing deadline for its Annual Report on Form 10-K for the year ended December 31, 2018 (“2018 Form 10-K”) by the 15 calendar days allotted under Rule 12b-25. At that time, the Company indicated that it expected to file its 2018 Form 10-K on or before the extended deadline of April 16, 2019. As indicated in the Form 12b-25, as a result of the Company’s disposition of its intragastric balloon product line and acquisition of the Lap-Band product line on December 17, 2018, the Company has experienced unexpected delays in the completion of the audit of its financial statements to be included in the 2018 Form 10-K. Due to these continuing delays, the Company was unable to file its 2018 Form 10-K by the extended filing deadline of April 16, 2019 provided by Rule 12b-25, but intends to complete the filing as promptly as possible thereafter. As indicated in the Form 12b-25, the Company does not anticipate significant changes in results of operations in its 2018 Form 10-K from the corresponding period of the last fiscal year. The Company continues to believe that is the case.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Retention bonus agreement, dated April 12, 2019 by and between ReShape Lifesciences Inc and Scott P. Youngstrom</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RESHAPE LIFESCIENCES INC.

By: /s/ Scott P. Youngstrom
Scott P. Youngstrom
Chief Financial Officer

Dated: April 17, 2019

April 12, 2019

Scott P. Youngstrom
318 Cazador Lane, #A
San Clemente, CA 92672

Re: Retention Bonus

Dear Scott:

To provide you with an incentive to remain actively employed by ReShape Lifesciences, Inc. (the “**Company**”) and to work diligently and professionally, the Company offers you a Retention Bonus as described in this Agreement (this “**Agreement**”).

1. **Duration.** The term of this Agreement is from the date hereof to the close of business on October 1, 2019 (the “**Resignation Date**”), unless terminated earlier as set forth below.
2. **Title.** You will continue to be employed as Chief Financial Officer and Senior Vice President, Finance, devoting your best professional efforts, time and skill to the performance of the duties set forth in your current job description, and as may be revised by the Company.
3. **Retention Bonus.** The Company agrees to pay you a one-time retention bonus in the gross amount of \$90,000 and 100% of your maximum payout under the Company’s Management Incentive Plan for 2019, without regard to actual performance (collectively, the “**Retention Bonus**”) subject to the terms described below. In order to receive the Retention Bonus, which would be paid not more than 20 business days after the later of the Resignation Date or the date when the rescission periods set forth in your Release (as defined below) have expired, you will (i) need to be Continuously and Actively Employed (as defined below) from the date hereof until the Resignation Date, (ii) provide notice of your resignation no later than the close of business on August 1, 2019, to be effective on the Resignation Date, (iii) resign effective as of the Resignation Date, and (iv) effective as of the Resignation Date, enter into a release agreement with the Company in a customary form prepared by the Company (the “**Release**”). You will be considered to be “**Continuously and Actively Employed**” if you are performing the normal duties of your position, as assigned by the Company from time to time, or are being compensated by the Company during periods of paid time off in accordance with the Company’s generally applicable policies.
4. **Termination.** If, for any reason, you cease to be Continuously and Actively Employed with the Company prior to the Resignation Date, no Retention Bonus will be paid under this Agreement. In such event, you may, however, be entitled to a severance payment under the terms and conditions of your employment agreement with the Company dated October 3, 2016 (the “**Employment Agreement**”). You agree that your resignation under this Agreement will constitute a voluntary resignation by you without “good reason” under the terms of the Employment Agreement.
5. **Effect of Retention Bonus on Other Benefits.** The payment of the Retention Bonus will not alter your entitlement to, or the amount of, any severance or other payment or benefit you are entitled to under the Employment Agreement and any other plans, policies or arrangements of the Company, and compensation payable hereunder will not be treated as compensation in respect of any such plan, policy or arrangement.

6. No Right to Continued Employment. Nothing herein will alter your status as an at-will employee or confer upon you the right to remain in the employ or service of the Company, its subsidiaries or its affiliates, and nothing herein will restrict the ability of any of the foregoing entities from terminating your employment, without regard to the effect of such termination on your eligibility for the Retention Bonus or for any other benefit.

7. Miscellaneous.

(a) Withholding. The Company is authorized to withhold from the Retention Bonus amounts of withholding and other taxes due in connection with the payment of the Retention Bonus.

(b) Section 409A. Notwithstanding any other provision of this Agreement, payments under this Agreement are intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and this Agreement will at all times be interpreted in accordance with such intent. You will have no binding right to payments made to you in error or any right to designate the time of payment of any Retention Bonus.

(c) Governing Law. This Agreement will be governed by the laws of the State of California.

(d) Successors. This Agreement will inure to your benefit and the benefit of your heirs and beneficiaries. This Agreement will be binding on and inure to the benefit of the Company and its respective successors and assigns, whether by merger, sale of assets or otherwise.

(e) Counterparts. This Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement.

(f) Entire Agreement. This Agreement (together with the Employment Agreement) represents the complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous discussions and agreements between any parties with respect to such subject matter.

(g) Modification. No provision of this Agreement may be modified, altered or amended, except by mutual agreement between the Company and you in writing.

If you accept the terms of this Agreement, please sign below in the space provided below.

RESHAPE LIFESCIENCES, INC.

/s/ Barton P. Bandy _____

By: Barton P. Bandy

Its: President & Chief Executive Officer

Agreed to as of the date set forth below:

/s/ Scott P. Youngstrom

Scott P. Youngstrom

Date: April 12, 2019