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

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **March 25, 2021**

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**WOLVERINE WORLD WIDE, INC.**

(Exact name of registrant as specified in its charter)

<u>Delaware</u> <small>(State or other jurisdiction of incorporation)</small>	<u>001-06024</u> <small>(Commission File Number)</small>	<u>38-1185150</u> <small>(IRS Employer Identification No.)</small>
<u>9341 Courtland Drive N.E., Rockford, Michigan</u> <small>(Address of principal executive offices)</small>		<u>49351</u> <small>(Zip Code)</small>

Registrant's telephone number, including area code: **(616) 866-5500**

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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</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$1 Par Value	WWW	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.

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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 March 25, 2021, Wolverine World Wide, Inc. (the “Company”) and Brendan L. Hoffman, the Company’s President and a member of the Company’s Board of Directors, entered into an amendment (the “Amendment”) to Mr. Hoffman’s Executive Severance Agreement, dated as of September 8, 2020 (the “Agreement”).

Since it was entered into, the Agreement has included a “double trigger,” i.e., payments are only due and payable to Mr. Hoffman if adverse action is taken with respect to his employment following consummation of a change in control transaction. The Amendment further clarifies that payments are only due and payable to Mr. Hoffman if adverse action is taken with respect to his employment following consummation of a change in control transaction, not just approval by the Company’s stockholders of the change in control transaction.

In addition, the Amendment removed Mr. Hoffman’s right to receive a cash payment based on additional benefits he would have been entitled to receive under retirement plans or programs during the three years following termination of his employment under circumstances constituting a “Separation from Service” as that term is defined by Section 409A of the Internal Revenue Code, other than by reason of a Nonqualifying Termination (as defined in the Agreement). Mr. Hoffman does not participate in the Company’s pension or supplemental executive retirement plans, so the provision above does not impact him and was removed for clarity.

The foregoing description of the Amendment is qualified in its entirety by reference to the complete text of the Amendment, filed as an exhibit to this Current Report.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

10.1 [Amendment, dated as of March 25, 2021, to the Executive Severance Agreement between Brendan Hoffman and the Company, dated as of September 8, 2020.](#)

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.

Dated: March 26, 2021

WOLVERINE WORLD WIDE, INC.  
(Registrant)

/s/ Michael D. Stornant

Michael D. Stornant

Senior Vice President, Chief Financial Officer and Treasurer

**AMENDMENT TO THE  
EXECUTIVE SEVERANCE AGREEMENT**

This **AMENDMENT** (the “Amendment”) is entered into as of March 25, 2021 (the “Effective Date”), by and between **Wolverine World Wide, Inc.**, a Delaware corporation, (“Company”), and **Brendan L. Hoffman** (“Executive”).

W I T N E S S E T H:

**WHEREAS**, Company and Executive entered into an executive severance agreement, dated as of September 8, 2020 (the “ESA”);

**WHEREAS**, the parties hereto desire to amend the ESA as set forth herein.

**NOW, THEREFORE**, in consideration of the facts, mutual promises, and covenants set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Section 1(c)(3) and Section 1(c)(4) of the ESA shall be deleted in its entirety, and the following shall be substituted therefor (changes to existing language marked):

“(3) ~~approval by the stockholders of the Company~~ **the consummation** of a reorganization, merger, or consolidation unless, in any such case, immediately after such reorganization, merger, or consolidation, (i) more than 50% of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger, or consolidation and more than 50% of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals or entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such reorganization, merger, or consolidation and in substantially the same proportions relative to each other as their ownership, immediately prior to such reorganization, merger, or consolidation, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (ii) no Person (other than the Company, any employee benefit plan (or related trust) sponsored or maintained by the Company or the corporation resulting from such reorganization, merger, or consolidation (or any corporation controlled by the Company), or any Person which beneficially owned, immediately prior to such reorganization, merger, or consolidation, directly or indirectly, 20% or more of the Outstanding Company Common Stock or the Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 20% or more of the then outstanding shares of common stock of such corporation or 20% or more of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such reorganization, merger, or consolidation; or

(4) ~~approval by the stockholders of the Company~~ **the consummation** of (i) a ~~plan~~ of complete liquidation or dissolution of the Company or (ii) the sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, immediately after such sale or other disposition, (a) more than 50% of the then outstanding shares of common stock thereof and more than 50% of the combined voting power of the then outstanding securities thereof entitled to vote generally in the election of directors is

then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such sale or other disposition and in substantially the same proportions relative to each other as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (b) no Person (other than the Company, any employee benefit plan (or related trust) sponsored or maintained by the Company or such corporation (or any corporation controlled by the Company), or any Person which beneficially owned, immediately prior to such sale or other disposition, directly or indirectly, 20% or more of the Outstanding Company Common Stock or the Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 20% or more of the then outstanding shares of Common stock thereof or 20% or more of the combined voting power of the then outstanding securities thereof entitled to vote generally in the election of directors and (c) at least a majority of the members of the board of directors thereof were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such sale or other disposition.

2. Section 4(d) of the ESA shall be deleted in its entirety.
3. As hereby amended, the ESA shall continue in full force and effect.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement, intending to be legally bound hereby, as of the date first above written.

**WOLVERINE WORLD WIDE, INC.**

By: /s/ Kyle L. Hanson

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Name: Kyle L. Hanson

Title: Senior VP, General Counsel, and Secretary

**BRENDAN L. HOFFMAN**

/s/ Brendan L. Hoffman

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