
**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): September 20, 2018

Portola Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35935
(Commission
File Number)

20-0216859
(IRS Employer
Identification No.)

270 E. Grand Avenue
South San Francisco, California
(Address of principal executive offices)

94080
(Zip Code)

Registrant's telephone number, including area code: (650) 246-7300

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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 September 20, 2018, Portola Pharmaceuticals, Inc. (the “Company”) announced the appointment of Scott Garland, as President and Chief Executive Officer, effective October 8, 2018. Mr. Garland will also serve as a member of the Company’s Board of Directors (the “Board”). Upon Mr. Garland’s commencement of service, Mardi Dier and Dr. John Curnutte will no longer serve as interim co-presidents and will resume their positions as Executive Vice President and Chief Financial Officer, and Executive Vice President, Research and Development, respectively.

Mr. Garland, age 50, joins the Company from Relypsa Inc., a biopharmaceutical company, where he served as President from April 2017 to September 2018, and was Senior Vice President and Chief Commercial Officer from October 2014 to April 2017. From October 2011 to October 2014, Mr. Garland served as Executive Vice President and Chief Commercial Officer of Exelixis, Inc., a biopharmaceutical company focused on developing and commercializing cancer treatments. From April 2002 to October 2011, Mr. Garland held positions at Genentech, Inc., most recently serving as Vice President of Genentech’s Avastin® franchise, where he led the U.S. sales and marketing efforts for the drug. Prior to that position, he served as Vice President, Hematology Marketing and Sales, overseeing the Rituxan® franchise and as a Director on the Tarceva® franchise. From July 1997 to April 2002, Mr. Garland held several positions within the sales and marketing division of Amgen, Inc. and from July 1991 to July 1995, he served as a professional sales representative at Merck & Co., Inc. Mr. Garland serves as a Director of Karyopharm Therapeutics, Inc., a public clinical-stage pharmaceutical company. Mr. Garland holds an M.B.A. from Duke University’s Fuqua School of Business and a B.A. from California Polytechnic University (San Luis Obispo).

In connection with his appointment, the Company and Mr. Garland entered into a written offer letter (the “Offer Letter”). Pursuant to the Offer Letter, Mr. Garland will receive a base salary of \$625,000 per year. Mr. Garland is eligible to participate in the Company’s annual cash incentive award program, with a target annual bonus equal to 70% of his base salary, subject to the discretion of the Board. Subject to Board approval, Mr. Garland will also receive an option grant to purchase 250,000 shares of the Company’s common stock. The exercise price of the options will be the closing price of the Company’s common stock on the date of grant. The option will be subject to a four year vesting schedule, with 25% of the shares vesting on the first anniversary of the commencement of Mr. Garland’s employment, with the balance vesting in equal monthly installments over the subsequent 36 months, subject to continued employment with the Company through the applicable vesting dates. Subject to Board approval, Mr. Garland will also be granted 125,000 Restricted Stock Units that will vest annually over three years, subject to continued employment with the Company. In addition, Mr. Garland will receive a one-time cash signing bonus of \$200,000. Mr. Garland will be required to repay 100% of this bonus if his employment terminates during the first year of service and 50% if his employment terminates prior to the second year of service (except, in either case, for a “Covered Termination” under the Company’s Severance Benefits Agreement). Mr. Garland will also be eligible for benefits under the Company’s standard form of Severance Benefits Agreement and will be eligible to receive the Company’s complete package of benefits subject to the terms of the benefit plans and generally applicable Company policies.

The foregoing description of the Offer Letter is a summary only and is qualified in its entirety by reference to the Offer Letter, which is attached hereto as Exhibit 10.43 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Number</u>	<u>Description of Document</u>
10.43	<u>Offer Letter between Portola Pharmaceuticals, Inc. and Scott Garland, dated September 10, 2018</u>

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.

Portola Pharmaceuticals, Inc.

Dated: September 20, 2018

By: /s/ Mike Ouimette

Mike Ouimette
Executive Director, Corporate Counsel and Assistant Corporate
Secretary



September 10, 2018

Dear Scott,

On behalf of Portola Pharmaceuticals, Inc. ("Portola" or the "Company"), I am pleased to offer you an exempt position of President and Chief Executive Officer. Your start date for this position is to be determined.

Annual Salary

Your salary will be paid at the rate of \$52,083.34 per month (\$625,000.00 annualized) less payroll deductions and all required withholdings.

Target Bonus

You will be eligible to receive an annual bonus target of 70% of your base salary. Whether Portola awards bonuses for any given year, the allocation of the bonuses, if awarded, will be in the sole discretion of the Company as determined by its Board of Directors (the "Board"). If the Board approves payment of bonuses for any given year, the bonus amounts generally will be determined and paid within the first calendar quarter of the year based on the prior year's performance. If your employment terminates for any reason prior to the payment of a bonus, then you will not have earned the bonus and will not receive any portion of it.

Equity

Stock Options: Subject to Board approval, and as a material inducement for you to enter into employment with the Company, you will be granted an option grant to purchase 250,000 shares of the Company's common stock, subject to the terms and conditions of a Portola equity incentive plan, pursuant to a stock option grant notice and stock option agreement that will be provided to you following the date of grant. The exercise price of the option will be the closing price of Portola's Common Stock on the date of grant. The option will be subject to a four (4) year vesting schedule, such that 25% of the shares will vest on the first anniversary of the commencement of your employment, with the balance vesting in equal monthly installments over the subsequent thirty-six (36) months, until either your option shares are fully vested or your employment ends, whichever occurs first, in each case subject to your continued employment with the Company through the applicable vesting dates.

Restricted Stock Units (RSUs): Subject to Board approval, and as a material inducement for you to enter into employment with the Company, you will be granted 125,000 Restricted Stock Units that will vest and become non-forfeitable, assuming your continued employment with the Company upon each vesting date, annually over three years with the first vest date occurring on the one year anniversary from the grant date and the subsequent vest dates on each annual anniversary thereafter.

Additional Benefits

In addition to the compensation package outlined above, you will receive the following:

Benefits: You will be eligible to receive Portola's complete package of benefits subject to the terms of the benefit plans and generally applicable Company policies.

Sign-On Bonus: Payable upon your first paycheck you will receive a one-time sign-on bonus payment of \$200,000.00 less required taxes and withholdings. You are required to repay this bonus to the Company in full if your employment terminates for any reason (except a Covered Termination, as defined in your Severance Benefits Agreement) in your first year of employment with the Company. You will be required to pay half of the bonus amount if your employment terminates prior to the completion of your second year of employment for any reason (except a Covered Termination, as defined in your Severance Benefits Agreement). You are required to make any such repayment to the Company within sixty (60) days following your employment termination date.

Executive Severance Benefits Agreement: You will be eligible for severance benefits under the terms of the Company's standard form of Executive Severance Benefits Agreement, which provides you certain severance benefits in the event that you are subject to certain qualifying terminations of employment, including a change in control and an involuntary termination without cause.

Please note that Portola may modify compensation and benefits from time to time as it deems necessary in accordance with applicable law.

Confidentiality

As a Portola employee, and as a condition of your employment, you will be expected to abide by Company rules and regulations and sign and comply with the Company's Proprietary Information and Inventions Agreement which prohibits unauthorized use or disclosure of Portola proprietary information.

In your work for the Company, you will be expected not to make any unauthorized use or disclosure of any confidential information or materials, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

By signing this letter, you represent that you are able to perform your job duties within these guidelines, and you are not in unauthorized possession of any confidential documents, information, or other property of any former employer or other third party. In addition, you represent that you have disclosed to the Company in writing any agreement you may have with any third party (e.g., a former employer) which may limit your ability to perform your duties to the Company.

Acknowledgements

By signing below, you agree that your employment with Portola is "at will," which means you may terminate your employment with Portola at any time and for any reason whatsoever simply by

notifying Portola, and likewise, Portola may terminate your employment at any time and with or without cause or advance notice. This at-will employment relationship cannot be changed except in a writing signed by a Company officer. Portola reserves the right, in its sole discretion, to adjust salaries, incentive compensation, stock plans, employee benefits, job titles, locations, duties, responsibilities and reporting relationships in accordance with applicable laws.

This letter, together with the Proprietary Information and Inventions Agreement and Executive Severance Benefits Agreement, forms the complete and exclusive statement of agreement with Portola concerning the subject matter hereof. The employment terms in this letter supersede any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by an officer of Portola. As required by law, this offer is subject to satisfactory proof of your right to work in the United States of America.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your employment offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, to the Company's satisfaction.

Please sign and date this letter and return it to the Company if you wish to accept employment at Portola under the terms described above.

We welcome you to the Portola team and look forward to your contribution to the Company's success.

Yours truly,

/s/ Hollings C. Renton

Hollings C. Renton
Chairman of the Board

Accepted:

/s/ Scott Garland
Scott Garland

9/14/18
Date