

# VCA INC

## **FORM 8-K** (Current report filing)

Filed 02/06/17 for the Period Ending 01/31/17

Address	12401 WEST OLYMPIC BOULEVARD LOS ANGELES, CA 90064-1022
Telephone	(310) 571-6500
CIK	0000817366
Symbol	WOOF
SIC Code	0700 - Agricultural Services
Industry	Healthcare Facilities & Services
Sector	Healthcare
Fiscal Year	12/31

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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): January 31, 2017**

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**VCA Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-16783**  
(Commission  
File Number)

**95-4097995**  
(I.R.S. Employer  
Identification Number)

**12401 West Olympic Boulevard**  
**Los Angeles, California 90064**  
(Address of principal  
executive offices) (Zip Code)

**Registrant's telephone number, including area code: 310-571-6500**

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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:

- 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))
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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.**

**Post-Retirement Medical Benefits**

On January 31, 2017, VCA Inc., a Delaware corporation (the “Company”), entered into amendments to the post-retirement medical benefits coverage agreements (each a “Medical Benefits Agreement” and collectively, the “Medical Benefits Agreements”) with the following named executive officers of the Company: Robert L. Antin, Arthur J. Antin, Neil Tauber and Tomas W. Fuller.

The amendments to the Medical Benefits Agreements extend the expiration of medical benefits coverage for each named executive officer and his family to the later of (i) his death, (ii) the death of his spouse (including a registered domestic partner) or (iii) the end of the month in which each of his children has had a 30th birthday. The amendments also provide that, for a period of seven years following termination of the named executive officer’s employment with the Company, the named executive officer will continue to be eligible for pet care benefits (currently in the form of an employee discount) on the same terms as provided from time to time by the Company to its executive officers.

The foregoing description of the amendments to Medical Benefits Agreements does not purport to be complete and is qualified in its entirety by reference to the amendments to the Medical Benefits Agreements, which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Robert L. Antin.
10.2	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Arthur J. Antin.
10.3	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Neil Tauber.
10.4	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Tomas W. Fuller.

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**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.

**VCA INC.**

By: /s/ Tomas W. Fuller

Name: Tomas W. Fuller

Title: Chief Financial Officer, Vice President, and Secretary

Date: February 6, 2017

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EXHIBIT INDEX

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10.1	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Robert L. Antin.
10.2	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Arthur J. Antin.
10.3	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Neil Tauber.
10.4	Amendment No. 1 to Post-Retirement Medical Benefits Coverage Agreement, dated as of January 31, 2017, by and between VCA Inc. and Tomas W. Fuller.

**AMENDMENT NO. 1 TO  
POST-RETIREMENT MEDICAL BENEFITS COVERAGE AGREEMENT**

This Amendment No. 1 (this "*Amendment*") to the Post-Retirement Medical Benefits Coverage Agreement effective as of December 27, 2007 is entered into effective as of January 31, 2017, by VCA Inc., a Delaware corporation (the "*Company*"), and Robert L. Antin, an individual ("*Antin*").

**RECITALS**

**WHEREAS**, the Company and Antin are parties to that certain Post-Retirement Medical Benefits Coverage Agreement, effective as of December 27, 2007 (the "*Agreement*"); and

**WHEREAS**, the Company and Antin desire to amend the Agreement as provided for herein.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms, covenants and conditions contained herein, the parties hereto amend the Agreement as follows:

1. Section 1.1 of the Agreement hereby is amended and restated to read in full as follows:

1.1. "Following termination of Antin's position as an employee of the Company, at Antin's option, the Company shall continue to provide medical benefits coverage for Antin and his family (for all purposes of this agreement, references to family or spouse shall include a registered domestic partner) commencing on or after the date Antin attains (or in the case of surviving family, would have attained) from the date of Antin's termination of employment until the last to occur of (a) Antin's death, (b) the death of Antin's spouse, or (c) the end of the month in which occurs the attainment of age 30 by each of Antin's children; provided, however, that medical benefit coverage for each of Antin's children shall cease at the end of the month in which such child's 30th birthday occurs (unless such child is disabled, in which case coverage shall continue), if earlier. Such medical benefits coverage shall be at least as favorable as the most favorable level, type and basis of medical coverage provided to Antin and his family at any time within five years before termination of Antin's employment with the Company. Upon Antin's or any eligible family member's eligibility for Medicare (or a similar program), Antin or any such eligible family member shall have the option, but not the obligation, to enroll in Medicare (or such similar program). If Antin or any eligible family member elects to enroll in such program, then the Company's obligation hereunder to such enrolled person shall be limited thereafter to providing Medicare supplemental coverage and Antin medical excess claims insurance coverage (to the extent such coverage continues to be in effect immediately prior to Antin's termination of employment) or

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substantially similar policies. Any reference in this Agreement to the term “Antin Edge Medical Reimbursement Insurance” means Antin medical excess claims insurance coverage.”

2. A new Section 1.4 hereby is added to read in full as follows:

“1.4 In addition to the medical benefits coverage provided in Section 1.1, for a period of seven years following the date of termination of Antin’s position as an employee of the Company, Antin will continue to be eligible for pet care benefits (currently, in the form of an employee discount) on the same terms as provided from time to time by the Company to its executive officers; provided, however, that nothing contained in this Agreement will, in any manner whatsoever, directly or indirectly, require the Company to maintain pet care benefits for its Antin officers or otherwise prohibit the Company from amending, modifying, curtailing, discontinuing, or otherwise terminating the pet care benefits provided at any time to its Antin officers (whether before or after the date of Antin’s termination).”

3. Effect of Amendment. Except as specifically set forth above, the Agreement shall remain in full force and effect, and is hereby ratified and confirmed, as expressly amended hereby, in all respects.

4. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which will be considered to be an original, and all such executed counterparts will together constitute one document. The provisions of this Amendment are severable, and if any one or more provisions are determined to be judicially unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable. No amendment or modification of this Amendment or waiver of the terms and conditions hereof shall be binding unless approved in writing by each of the parties hereto. Except to the extent governed by the Employee Retirement Income Security Act of 1974, as amended, this Amendment shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of laws provisions.

*Signature page follows*

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IN WITNESS WHEREOF, each of the parties has signed this Amendment on the date opposite their signature below.

**VCA INC .**

Date: January 31, 2017

/s/ Arthur J. Antin  
\_\_\_\_\_  
By: Arthur J. Antin  
Its: Chief Operating Officer

**ANTIN**

Date: January 31, 2017

/s/ Robert L. Antin  
\_\_\_\_\_  
Robert L. Antin

**AMENDMENT NO. 1 TO  
POST-RETIREMENT MEDICAL BENEFITS COVERAGE AGREEMENT**

This Amendment No. 1 (this "*Amendment*") to the Post-Retirement Medical Benefits Coverage Agreement effective as of December 27, 2007 is entered into effective as of January 31, 2017, by VCA Inc., a Delaware corporation (the "*Company*"), and Arthur J. Antin, an individual ("*Executive*").

**RECITALS**

**WHEREAS**, the Company and Executive are parties to that certain Post-Retirement Medical Benefits Coverage Agreement, effective as of December 27, 2007 (the "*Agreement*"); and

**WHEREAS**, the Company and Executive desire to amend the Agreement as provided for herein.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms, covenants and conditions contained herein, the parties hereto amend the Agreement as follows:

1. Section 1.1 of the Agreement hereby is amended and restated to read in full as follows:

1.1. "Following termination of Executive's position as an employee of the Company, at Executive's option, the Company shall continue to provide medical benefits coverage for Executive and his family (for all purposes of this agreement, references to family or spouse shall include a registered domestic partner) commencing on or after the date Executive attains (or in the case of surviving family, would have attained) age 60, until the last to occur of (a) Executive's death, (b) the death of Executive's spouse, or (c) the end of the month in which occurs the attainment of age 30 by each of Executive's children; provided, however, that medical benefit coverage for each of Executive's children shall cease at the end of the month in which such child's 30th birthday occurs (unless such child is disabled, in which case coverage shall continue), if earlier. Such medical benefits coverage shall be at least as favorable as the most favorable level, type and basis of medical coverage provided to Executive and his family at any time within five years before termination of Executive's employment with the Company. Upon Executive's or any eligible family member's eligibility for Medicare (or a similar program), Executive or any such eligible family member shall have the option, but not the obligation, to enroll in Medicare (or such similar program). If Executive or any eligible family member elects to enroll in such program, then the Company's obligation hereunder to such enrolled person shall be limited thereafter to providing Medicare supplemental coverage and executive medical excess claims insurance coverage (to the extent such coverage continues

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to be in effect immediately prior to Executive's termination of employment) or substantially similar policies. Any reference in this Agreement to the term "Executive Edge Medical Reimbursement Insurance" means executive medical excess claims insurance coverage."

2. A new Section 1.4 hereby is added to read in full as follows:

"1.4 In addition to the medical benefits coverage provided in Section 1.1, for a period of seven years following the date of termination of Executive's position as an employee of the Company, Executive will continue to be eligible for pet care benefits (currently, in the form of an employee discount) on the same terms as provided from time to time by the Company to its executive officers; *provided, however*, that nothing contained in this Agreement will, in any manner whatsoever, directly or indirectly, require the Company to maintain pet care benefits for its executive officers or otherwise prohibit the Company from amending, modifying, curtailing, discontinuing, or otherwise terminating the pet care benefits provided at any time to its executive officers (whether before or after the date of Executive's termination)."

3. The introductory paragraph of Section 3 of the Agreement hereby is amended and restated to read in full as follows:

"3. Conditions to Coverage. Notwithstanding the provisions of Section 1.1 hereof, the obligation to provide medical benefits coverage and pet care benefits under this Agreement shall be subject to the following additional limitations and conditions, as applicable."

4. The introductory paragraph of Section 3.2 of the Agreement hereby is amended and restated to read in full as follows:

"3.2. The coverage under this Agreement shall cease and Company shall have no further obligation to provide medical benefits coverage or pet care benefits to Executive or to any eligible family member in the event that Executive directly or indirectly causes any person or entity controlled by Executive:"

5. Effect of Amendment. Except as specifically set forth above, the Agreement shall remain in full force and effect, and is hereby ratified and confirmed, as expressly amended hereby, in all respects.

6. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which will be considered to be an original, and all such executed counterparts will together constitute one document. The provisions of this Amendment are severable, and if any one or more provisions are determined to be judicially unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable. No amendment or modification of this Amendment or waiver of the terms and conditions hereof shall be binding unless approved in writing by each of the parties hereto. Except to the extent governed by the Employee Retirement Income Security Act of 1974, as amended, this Amendment shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of laws provisions.

*Signature page follows*

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IN WITNESS WHEREOF, each of the parties has signed this Amendment on the date opposite their signature below.

**VCA INC.**

Date: January 31, 2017

/s/ Robert L. Antin

By: Robert L. Antin

Its: Chief Executive Officer

**EXECUTIVE**

Date: January 31, 2017

/s/ Arthur J. Antin

Arthur J. Antin

**AMENDMENT NO. 1 TO  
POST-RETIREMENT MEDICAL BENEFITS COVERAGE AGREEMENT**

This Amendment No. 1 (this "*Amendment*") to the Post-Retirement Medical Benefits Coverage Agreement effective as of December 27, 2007 is entered into effective as of January 31, 2017, by VCA Inc., a Delaware corporation (the "*Company*"), and Neil Tauber, an individual ("*Executive*").

**RECITALS**

**WHEREAS**, the Company and Executive are parties to that certain Post-Retirement Medical Benefits Coverage Agreement, effective as of December 27, 2007 (the "*Agreement*"); and

**WHEREAS**, the Company and Executive desire to amend the Agreement as provided for herein.

**AMENDMENT**

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1. Section 1.1 of the Agreement hereby is amended and restated to read in full as follows:

1.1. "Following termination of Executive's position as an employee of the Company, at Executive's option, the Company shall continue to provide medical benefits coverage for Executive and his family (for all purposes of this agreement, references to family or spouse shall include a registered domestic partner) commencing on or after the date Executive attains (or in the case of surviving family, would have attained) age 60, until the last to occur of (a) Executive's death, (b) the death of Executive's spouse, or (c) the end of the month in which occurs the attainment of age 30 by each of Executive's children; provided, however, that medical benefit coverage for each of Executive's children shall cease at the end of the month in which such child's 30th birthday occurs (unless such child is disabled, in which case coverage shall continue), if earlier. Such medical benefits coverage shall be at least as favorable as the most favorable level, type and basis of medical coverage provided to Executive and his family at any time within five years before termination of Executive's employment with the Company. Upon Executive's or any eligible family member's eligibility for Medicare (or a similar program), Executive or any such eligible family member shall have the option, but not the obligation, to enroll in Medicare (or such similar program). If Executive or any eligible family member elects to enroll in such program, then the Company's obligation hereunder to such enrolled person shall be limited thereafter to providing Medicare supplemental coverage and executive medical excess claims insurance coverage (to the extent such coverage continues

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to be in effect immediately prior to Executive's termination of employment) or substantially similar policies. Any reference in this Agreement to the term "Executive Edge Medical Reimbursement Insurance" means executive medical excess claims insurance coverage."

2. A new Section 1.4 hereby is added to read in full as follows:

"1.4 In addition to the medical benefits coverage provided in Section 1.1, for a period of seven years following the date of termination of Executive's position as an employee of the Company, Executive will continue to be eligible for pet care benefits (currently, in the form of an employee discount) on the same terms as provided from time to time by the Company to its executive officers; provided, however, that nothing contained in this Agreement will, in any manner whatsoever, directly or indirectly, require the Company to maintain pet care benefits for its executive officers or otherwise prohibit the Company from amending, modifying, curtailing, discontinuing, or otherwise terminating the pet care benefits provided at any time to its executive officers (whether before or after the date of Executive's termination)."

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"3.2. The coverage under this Agreement shall cease and Company shall have no further obligation to provide medical benefits coverage or pet care benefits to Executive or to any eligible family member in the event that Executive directly or indirectly causes any person or entity controlled by Executive:"

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*Signature page follows*

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IN WITNESS WHEREOF, each of the parties has signed this Amendment on the date opposite their signature below.

**VCA INC.**

Date: January 31, 2017

/s/ Robert L. Antin

By: Robert L. Antin

Its: Chief Executive Officer

**EXECUTIVE**

Date: January 31, 2017

/s/ Neil Tauber

Neil Tauber

**AMENDMENT NO. 1 TO  
POST-RETIREMENT MEDICAL BENEFITS COVERAGE AGREEMENT**

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**RECITALS**

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*Signature page follows*

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IN WITNESS WHEREOF, each of the parties has signed this Amendment on the date opposite their signature below.

**VCA INC.**

Date: January 31, 2017

/s/ Robert L. Antin  
By: Robert L. Antin  
Its: Chief Executive Officer

**EXECUTIVE**

Date: January 31, 2017

/s/ Tomas W. Fuller  
Tomas W. Fuller