

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 25, 2016

WESTELL TECHNOLOGIES, INC.

(Exact name of registrant as specified in charter)

Delaware
(State of other jurisdiction
of incorporation)

0-27266
(Commission
File Number)

36-3154957
(IRS Employer
Identification No.)

750 North Commons Drive, Aurora, Illinois
(Address of principal executive offices)

60504
(Zip Code)

Registrant's telephone number, including area code (630) 898-2500

N/A

(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 (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))
-

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

Item 5.02

On September 27, 2016, Westell Technologies, Inc. (the “Company”) issued a press release announcing the appointment of Kirk R. Brannock as the Company’s Interim President and Chief Executive Officer, effective October 17, 2016. Mr. Brannock will succeed J. Thomas Gruenwald who is leaving the Company as President and Chief Executive Officer and a member of the Board of Directors effective as of September 26, 2016. Mr. Gruenwald’s departure is not the result of any disagreement with the Company or the Board of Directors on any matter relating to the Company’s operations, policies or practices. The Company also announced that Dennis O. Harris has been appointed as interim Chairman of the Board. The Board approved the appointment on September 25, 2016. Mr. Harris has served as a Director of the Company since January 2010. In the interim, Mr. Harris, along with Thomas P. Minichiello, the Company’s Senior Vice President, Chief Financial Officer, Treasurer and Secretary, will assume the executive responsibilities until Mr. Brannock joins the Company.

Mr. Brannock, age 58, previously served as a member of the Company’s Board of Directors from February 2011 to September 2014. Mr. Brannock retired in 2010 from his position as Senior Vice President - Ethernet Deployment at AT&T, a leading provider of voice, video, data and broadband delivery services, after a career spanning more than 30 years. Previously, Mr. Brannock served in leadership positions at AT&T, Ameritech and SBC, including Senior Vice President - AT&T National Installation & Maintenance and President - SBC/Ameritech Midwest Network Services.

Under the terms of an offer letter dated September 26, 2016 (the “Offer Letter”), Mr. Brannock will receive a monthly base salary of \$28,333 and reimbursement for temporary housing expenses. Mr. Brannock will also be eligible to receive a discretionary bonus as determined by the Compensation Committee. Mr. Brannock will also receive a grant of 225,000 Restricted Stock Units (“RSU’s”) pursuant to the Company’s 2015 Omnibus Incentive Compensation Plan. The RSU’s will vest upon achievement of certain performance goals tied to the cost savings plan approved by the Board. Upon vesting, the RSUs convert into shares of Class A Common Stock of the Company on a one-for-one basis.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the complete text of the Offer Letter, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference in its entirety. Additionally, a copy of the press release announcing Mr. Brannock’s appointment and related matters is attached hereto as Exhibit 99.1 and incorporated herein by reference in its entirety.

Mr. Gruenwald’s separation from the Company is a termination “without Cause” within the meaning of the offer letter, entered into as of February 15, 2015, between the Company and Mr. Gruenwald (which agreement has previously been filed with the SEC). Mr. Gruenwald will receive his base salary as if he had remained employed through October 26, 2016, which is the end of the 30-day notice period required by the offer letter. Pursuant to a termination letter dated September 26, 2016, Mr. Gruenwald is eligible to receive an additional two months of base salary as severance, and 15,000 restricted stock awards (granted as part of the director compensation program) will accelerate and vest, if he does not revoke a release and resignation. Under the offer letter, certain unvested outstanding equity awards (which includ

es 187,500 stock options with an exercise price of \$1.475 per share and 187,500 restricted stock units) will vest in connection with the termination of employment. A copy of the termination letter is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference in its entirety. For additional information regarding Mr. Gruenwald's employment arrangement, please review the relevant disclosures in the Company's 2016 Annual Meeting Proxy Statement.

Item 9.01 Financial Statement and Exhibits.

Exhibit No.	Description
10.1	Offer Letter for Kirk R. Brannock, dated September 26, 2016
10.2	Termination Letter, dated September 26, 2016
99.1	Press release dated September 27, 2016

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.

WESTELL TECHNOLOGIES, INC.

Date: September 28, 2016

By: /s/ Thomas P. Minichiello

Thomas P. Minichiello
Senior Vice President, Chief Financial Officer,
Treasurer and Secretary

Exhibit Index

Exhibit No.	Description
10.1	Offer Letter for Kirk R. Brannock, dated September 26, 2016
10.2	Termination Letter, dated September 26, 2016
99.1	Press release dated September 27, 2016



September 26, 2016

Kirk R. Brannock
[REDACTED]

Dear Kirk,

On behalf of the Board of Directors, I am very pleased to offer you the position of Interim President and Chief Executive Officer of Westell Technologies, Inc. ("Company") and Interim President and Chief Executive Officer of Westell, Inc. ("Operating Subsidiary"). Your position will primarily be located at the Company's headquarters in Aurora, Illinois and we understand you will retain your current residence but will rent an apartment nearby the Company headquarters during your term with the Company. We agree that the position will last less than one year. You will report to the Board of Directors for the Company and the Operating Subsidiary. Subject to your meeting the below requirements, your expected start date is October 17, 2016.

Your starting salary for this position will be \$28,333 per month ("Base Salary"), less all legally required withholdings and deductions, paid in accordance with the Company's customary payroll practices.

In addition to the compensation noted above, and after your start date and upon final approval of the Company's Compensation Committee, you will be awarded a grant of Restricted Stock Units (RSU's) for the equivalent of 225,000 shares of Company Class A common stock. Please note that the RSU's will vest upon achievement of certain performance metrics approved by the Compensation Committee (which will be developed upon meeting the cost savings initiatives and those related targets.) Any grants issued will otherwise follow the customary grant terms and the terms set forth in the Westell Technologies, Inc. 2015 Omnibus Incentive Compensation Plan. These equity grants shall constitute consideration for the Confidential Information, Invention Assignment, and Non-Solicitation Agreement referenced below.

The Company will reimburse you for reasonable temporary housing expenses in the Aurora, Illinois area in an amount not to exceed \$2,500 per month and reimburse you for certain moving costs associated with your new apartment. The Compensation Committee may elect to eliminate this benefit at any time. The payment of such expenses shall be reported in accordance with applicable Internal Revenue Service statutes and regulations and subject to legally required withholdings and deductions.

You will also be eligible for a discretionary bonus as determined by and in the sole

discretion of the Compensation Committee based upon your achievement of the cost savings plans and revenue objectives and after considering shareholder value. You will also be eligible to participate in the Company's benefits package on the same terms as other similarly situated employees, in accordance with plan guidelines and policies (although we understand that you will waive the healthcare benefits as you have existing coverage). All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion. We will provide you additional information on Westell's other employee benefits, which will be reviewed with you during orientation. Eligibility for the benefits program begins the first of the month after your date of hire.

On your start date, we will also ask you to sign the attached Confidential Information, Invention Assignment, and Non-Solicitation Agreement. Please let us know in advance any questions that you may have on this agreement.

This offer is contingent upon the satisfactory completion of reference checks and a criminal background check. This offer of employment is not a contract for employment for any set period of time. Instead, either you or the Company or Operating Subsidiary may terminate your employment at any time, for any reason, with 30 (thirty) days notice. Upon termination, you agree to promptly resign and shall be deemed to have resigned from any officer or director positions and sign our standard release agreement.

All of the compensation and benefit items that make up your terms and conditions of employment are extended with the rights as well as customary conditions of the Westell policies that govern them. If you have any questions regarding benefits, please contact me or our Director of Human Resources, Sharon Hintz, at 630-375-4160 or SHintz@westell.com.

Please note that the Company and Operating Subsidiary are not interested in any confidential information, documents, or trade secrets that you may have acquired while employed elsewhere. You should not bring any such items with you to, or use any such items on behalf of, the Company or Operating Subsidiary. In addition, to the extent you are party to any restrictive covenant that prohibits you from contacting or soliciting certain customers, you are expected to adhere to any such agreements.

We are very excited about the prospect of you joining and leading the Westell team. We are confident that you will bring a wealth of capabilities and values that are consistent with our plans to establish, develop and grow a world-class company.

By signing this letter, you acknowledge that the terms described in this letter, together with the Confidential Information, Invention Assignment, and Non-Solicitation Agreement, set forth the entire agreement between us and supersedes any prior representations or agreements, whether written or oral; there are no terms, conditions, representations, warranties, or covenants other than those contained herein. No term or provision of this letter may be amended, waived, released, discharged, or modified except in writing signed by you and an authorized officer of the Company except that the Company may, in its sole discretion, adjust incentive or variable compensation, stock plans and benefits.

If the above is acceptable to you, please indicate your acceptance by signing below and returning a scanned or facsimile copy to me.

Welcome to Westell!

Sincerely,

/s/ Thomas P. Minichiello

Thomas P. Minichiello
Senior Vice President, Chief Financial Officer,
Treasurer and Secretary

Accepted:

<u>/s/ Kirk R. Brannock</u>	<u>09/26/2016</u>
Kirk R. Brannock	(date)

750 NORTH COMMONS DRIVE ■ AURORA, IL 60504
(630) 898-2500 or (800) 323-6883
WESTELL TECHNOLOGIES CUSTOMER SUPPORT: (800) 377-8766
WWW.WESTELL.COM



September 26, 2016

VIA HAND DELIVERY

Mr. J. Thomas Gruenwald
Westell Technologies, Inc.
750 N. Commons Drive
Aurora, IL 60504

Re: Notice of Termination

Dear Mr. Gruenwald:

This letter is to notify you that your employment as President and Chief Executive Officer of Westell Technologies, Inc. (“Company”) and as President and Chief Executive Officer of Westell, Inc. (“Operating Subsidiary”) is being terminated pursuant to the Offer letter dated February 10, 2015 (“Offer Letter”). This letter serves as the Notice of Termination required by the Offer Letter.

Your employment with the Company will end effective receipt of this letter on September 26, 2016 (“Date of Termination”). In addition, pursuant to the Offer Letter and equity award documents, you agree to resign as an officer and director of the Company, of its direct and indirect subsidiary companies, and each other company for which you have been serving as an officer or director or any other position at the request of the Board of Directors of the Company (“Company Board”) or the Operating Subsidiary. Please sign the attached resignation document and return to Mr. Thomas Minichiello as soon as possible.

You will receive your salary and benefits through the Date of Termination and will be paid for any unused, accrued vacation. You will be paid any earned salary that is not paid prior to the Date of Termination, no later than ten (10) business days after that date. You will receive on this paycheck the Base Salary you would have received if you had remained employed through October 26, 2016, which is the end of the 30-day notice period required by the Offer Letter (net of any offsets as agreed and provided herein). All insurance benefits will terminate October 26, 2016.

You will also receive within a reasonable time following your submission of all applicable documentation and our review and approval, reimbursement for actual expenses incurred by you relating to your employment prior to the Date of Termination. As of today’s date, you are not authorized to incur expenses without prior written permission from the Company’s Chief Financial Officer and will not be reimbursed for any unauthorized expenses.

750 NORTH COMMONS DRIVE ■ AURORA, IL 60504
(630) 898-2500 or (800) 323-6883
WESTELL TECHNOLOGIES CUSTOMER SUPPORT: (800) 377-8766
WWW.WESTELL.COM

As a reminder, pursuant to the Confidential Information, Invention Assignment and Non-Solicitation Agreement you signed upon hire, you have certain obligations following the termination of your employment. Those obligations include limits on revealing confidential information and soliciting employees, customers and opportunities. We also remind you of the continuing obligations and limitations under the securities laws, including continuing obligations under Section 16.

Certain stock options and restricted stock units that were outstanding but not vested as of the Date of Termination shall become immediately vested and/or payable upon your separation. According to our records, 187,500 stock options with an exercise price of \$1.475 per share and 187,500 restricted stock units will vest on the Date of Termination. In addition, there are also 62,500 options with a \$1.475 exercise price that previously vested, and 53,125 options with a \$1.185 exercise price that previously vested. Options will be exercisable in accordance with applicable grant documents and will expire based on the applicable document. Upon acceleration of these equity grants, the Company is required to withhold for tax withholding and will net (or repurchase) the shares for the applicable withholding. If you decide to exercise the option, you must do so by check in the appropriate time period. The Offer Letter requirement that “no RSU’s or shares held upon exercise of the options may be sold, except to cover taxes or exercise price for the first three (3) years,” will be waived in exchange for you signing and returning, and not revoking in the appropriate time period, the enclosed Release and resignation. Furthermore, conditioned upon the signing of the Release (and not revoking your Release) along with your resignation, we would also give you an additional severance of two months base salary and we would pay for COBRA costs for two months of medical benefits (paid over the normal time period). In addition, and provided you sign the Release (and not revoke your Release) and resignation, you will also accelerate on 15,000 unvested RSU’s that you received as a director that would otherwise not vest in accordance with these terms, and upon acceleration would net for withholding taxes associated with such acceleration. If you do not sign the resignation and the Release, or if you sign and revoke the Release, the three (3) year hold requirement on RSU’s and shares will not be waived and the obligations will then otherwise continue, the 15,000 additional RSU’s will not vest, and you will not be eligible for the additional two months of severance and COBRA payments.

You will need to return by the Date of Termination all Company property in your possession or under your control, as well as all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the business of the Company and all of its direct and indirect subsidiary companies, including but not limited to design, development, manufacture and sale, broadband products and telco access products and related services, extensions of those products and services and any products and services commenced or in development during your employment. We will get a mutual date where you may pick up your personal property at the Company. We appreciate your offer to update any new interim CEO on matters.

If you have any questions as you are reviewing the above or the enclosed, please let Mr. Thomas Minichiello know.

Sincerely,

Westell Technologies, Inc.

By: /s/ Thomas P. Minichiello

Its: CFO

Date: 09/26/2016

Westell, Inc.

By: /s/ Thomas P. Minichiello

Its: CFO

Date: 09/26/2016



FOR IMMEDIATE RELEASE

WESTELL TECHNOLOGIES ANNOUNCES LEADERSHIP AND BOARD TRANSITION

Kirk R. Brannock appointed Interim Chief Executive Officer; Dennis O. Harris named Interim Chairman of the Board

AURORA, Ill., September 27, 2016 - Westell Technologies, Inc. (NASDAQ: WSTL), a leading provider of high-performance wireless infrastructure solutions, today announced that its Board of Directors has appointed Kirk R. Brannock as Interim President and Chief Executive Officer. The Company also announced that Dennis O. Harris, a Director of the Company since January 2010, has been appointed interim Chairman of the Board.

Mr. Harris and Thomas P. Minichiello, Westell's Senior Vice President, Chief Financial Officer, Treasurer and Secretary, will help execute interim executive leadership duties until Mr. Brannock joins the Company on October 17, 2016. Mr. Brannock succeeds J. Thomas Gruenwald, whose last day with the Company was September 26, 2016. The Board plans to initiate a search for a permanent CEO, likely retaining an executive search firm, with such search expected to be completed within the next six months.

Mr. Brannock, age 58, served as a member of Westell's Board of Directors from February 2011 to September 2014. He retired in 2010 from his position as Senior Vice President - Ethernet Deployment at AT&T, a leading provider of voice, video, data and broadband delivery services, after a career spanning more than 30 years. Previously Mr. Brannock served in leadership positions at AT&T, Ameritech and SBC, including Senior Vice President - AT&T National Installation & Maintenance and President - SBC/Ameritech Midwest Network Services.

"Westell's Board of Directors is pleased that Kirk has accepted the role of interim Chief Executive Officer and President," said Mr. Harris. "His leadership qualities and industry experience make him an excellent choice to continue the momentum we've achieved in executing our cost reduction plan, which is succeeding in positioning the Company to more quickly return to profitability and generate stockholder value."

Over the course of his career, Mr. Brannock has demonstrated excellence in business office operations, human resources, central office operations, installation, maintenance, construction, engineering, labor relations and systems planning. He was actively involved on the boards of two not-for-profit organizations, DayOneNetwork and the Chicago Area Council of the Boy Scouts of America.

"I look forward to providing guidance to Westell's leadership team and employees as they build upon the company's position as a trusted provider of telecommunications equipment," said Mr. Brannock. "The Company is executing a well-conceived plan to reduce its operating cost structure, and I look forward to directing the plan's continued implementation as well as focusing on the company's sales and product development initiatives."

About Westell Technologies

Westell is a leading provider of high-performance wireless infrastructure solutions focused on innovation and differentiation at the edge of communication networks where end users connect. The Company's comprehensive set of products and solutions enable service providers and network operators to improve performance and reduce operating expenses. With millions of products successfully deployed worldwide, Westell is a trusted partner for transforming networks into high quality, reliable systems. For more information, please visit www.westell.com.

“Safe Harbor” Statement under the Private Securities Litigation Reform Act of 1995

Certain statements contained herein that are not historical facts or that contain the words “believe,” “expect,” “intend,” “anticipate,” “estimate,” “may,” “will,” “plan,” “should,” or derivatives thereof and other words of similar meaning are forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those expressed in or implied by such forward-looking statements. Factors that could cause actual results to differ materially include, but are not limited to, product demand and market acceptance risks, customer spending patterns, need for financing and capital, economic weakness in the United States (“U.S.”) economy and telecommunications market, the effect of international economic conditions and trade, legal, social and economic risks (such as import, licensing and trade restrictions), the impact of competitive products or technologies, competitive pricing pressures, customer product selection decisions, product cost increases, component supply shortages, new product development, excess and obsolete inventory, commercialization and technological delays or difficulties (including delays or difficulties in developing, producing, testing and selling new products and technologies), the ability to successfully consolidate and rationalize operations, the ability to successfully identify, acquire and integrate acquisitions, the effect of the Company's accounting policies, retention of key personnel and other risks more fully described in the Company's SEC filings, including the Form 10-K for the fiscal year ended March 31, 2016, under Item 1A - Risk Factors. The Company undertakes no obligation to publicly update these forward-looking statements to reflect current events or circumstances after the date hereof, or to reflect the occurrence of unanticipated events, or otherwise.

For additional information, contact:

Mr. Thomas Minichiello

Senior Vice President, Chief Financial Officer, Treasurer, and Secretary

Westell Technologies, Inc.

+1 (630) 375 4740

tminichiello@westell.com