

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): **October 27, 2021**

UNIFI, INC.

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction
of incorporation)

1-10542
(Commission
File Number)

11-2165495
(IRS Employer
Identification No.)

7201 West Friendly Avenue
Greensboro, North Carolina
(Address of principal executive offices)

27410
(Zip Code)

Registrant's telephone number, including area code: **(336) 294-4410**

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.10 per share	UFI	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.

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

(e) On October 27, 2021, Albert P. Carey entered into a Letter Agreement (the "Letter Agreement") with Unifi, Inc. (the "Company"), effective that day, pursuant to which the Company agreed to continue to employ Mr. Carey as Executive Chairman of the Company. The Letter Agreement constitutes the entire agreement of the parties and supersedes all prior agreements between the parties related to Mr. Carey's employment with the Company, including a prior letter agreement that was effective as of June 29, 2020.

The Letter Agreement provides that Mr. Carey's employment shall continue until the Company's annual shareholders' meeting in 2022 and shall be extended by mutual agreement of the Board of Directors of the Company (the "Board") and Mr. Carey for successive periods thereafter between each of the Company's annual shareholders' meetings (the period of actual employment, the "Term"). The Letter Agreement further provides that Mr. Carey's employment thereunder may be terminated at any time: (i) by Mr. Carey, for any or no reason, on 30 days' prior written notice to the Company (which the Company may, in its sole discretion, make effective as a resignation earlier than the termination date provided in such notice), (ii) by the Company, at any time with or without cause by written notice to Mr. Carey, at the election of the Board, and (iii) by the Company, at any time with or without cause by written notice to Mr. Carey, due to his failure to be re-elected as a member of the Board by the Company's shareholders. Pursuant to the Letter Agreement, if either Mr. Carey or the Company provides notice of termination pursuant to either the foregoing clause (i) or clause (ii), Mr. Carey has agreed to offer his resignation as a member of the Board effective concurrent with the termination of the Term, which resignation may or may not be accepted by the Board in its sole discretion.

The Letter Agreement provides that Mr. Carey will (i) receive an annual base salary of \$700,000, (ii) receive an annual award consisting of a combination of restricted stock units and performance share units, the combination having an aggregate grant date fair value of \$700,000, and (iii) be reimbursed for business expenses. Pursuant to the Letter Agreement, Mr. Carey's compensation will be reviewed annually by the Compensation Committee of the Board, but his base salary and equity compensation will not be reduced. The Letter Agreement does not provide eligibility for an annual bonus or other employment benefits generally available to other executives of the Company.

Pursuant to the Letter Agreement, Mr. Carey is also subject to certain confidentiality provisions and has agreed to return all of the Company's and its affiliated entities' property to the Company upon the termination of the Term.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

(a) On October 27, 2021, the Company held its 2021 Annual Meeting of Shareholders (the "Annual Meeting").

(b) At the Annual Meeting, the Company's shareholders elected Emma S. Battle, Robert J. Bishop, Albert P. Carey, Archibald Cox, Jr., Edmund M. Ingle, Kenneth G. Langone, Suzanne M. Present, Rhonda L. Ramlo, and Eva T. Zlotnicka to serve for a term of one year or until their successors are duly elected and qualified. However, at the Annual Meeting, James M. Kilts received a greater number of votes "against" his election than votes "for" his election. Accordingly, pursuant to the Company's Amended and Restated By-laws, Mr. Kilts was deemed to have tendered to the Board his resignation as a director. In accordance with the process set forth in the Company's Amended and Restated Bylaws, the Board (without the participation of Mr. Kilts), after considering whether to accept Mr. Kilt's resignation, rejected such resignation. The Board noted that Mr. Kilts has served as an integral member of the Board since 2016, and the Board believes that his strategic experience, acumen, and expertise provide valuable insights for the Company's leadership. Since Mr. Kilts' resignation was not accepted by the Board, Mr. Kilts will continue to serve as a director until the Company's 2022 Annual Meeting of Shareholders or until his successor is duly elected and qualified.

At the Annual Meeting, the Company's shareholders also (i) approved, on an advisory basis, the Company's named executive officer compensation in fiscal 2021; (ii) approved the Unifi, Inc. Employee Stock Purchase Plan; and (iii) ratified the appointment of KPMG LLP to serve as the Company's independent registered public accounting firm for fiscal 2022. Each of these proposals is further described in the Company's definitive proxy statement on Schedule 14A filed with the United States Securities and Exchange Commission on September 2, 2021.

The final voting results for each of the proposals submitted to the Company's shareholders at the Annual Meeting are as follows:

1. Election of directors:

<u>Nominee</u>	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
Emma S. Battle	14,085,795	39,634	22,509	1,465,232
Robert J. Bishop	14,085,759	35,306	26,873	1,465,232
Albert P. Carey	14,043,020	81,519	23,399	1,465,232
Archibald Cox, Jr.	13,924,080	201,349	22,509	1,465,232
Edmund M. Ingle	14,081,744	42,595	23,599	1,465,232
James M. Kilts	6,271,490	7,853,049	23,399	1,465,232
Kenneth G. Langone	13,998,826	126,510	22,602	1,465,232
Suzanne M. Present	14,080,694	41,368	25,876	1,465,232
Rhonda L. Ramlo	14,095,784	29,552	22,602	1,465,232
Eva T. Zlotnicka	14,072,612	52,734	22,592	1,465,232

2. Advisory vote to approve the Company's named executive officer compensation in fiscal 2021:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
13,997,545	142,202	8,191	1,465,232

3. **Approval of the Unifi, Inc. Employee Stock Purchase Plan:**

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
14,095,359	29,555	23,024	1,465,232

4. **Ratification of the appointment of KPMG LLP to serve as the Company's independent registered public accounting firm for fiscal 2022:**

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
15,543,786	65,720	3,664	0

Item 8.01. Other Events.

On October 28, 2021, the Company issued a press release announcing the election of Rhonda L. Ramlo to the Board. A copy of the press release is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Letter Agreement by and between Unifi, Inc. and Albert P. Carey, effective as of October 27, 2021.
99.1	Press Release of Unifi, Inc. dated October 28, 2021.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Indicates a management contract or compensatory plan or arrangement.

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.

Date: October 28, 2021

UNIFI, INC.

By: /s/ EDMUND M. INGLE
Edmund M. Ingle
Chief Executive Officer

October 27, 2021

Mr. Albert P. Carey
7201 West Friendly Avenue
Greensboro, North Carolina 27410

Dear Al:

On behalf of the Board of Directors (the "Board") of Unifi, Inc. (the "Company"), we are pleased to continue your employment as Executive Chairman of the Company on the following terms:

- 1. Position.** The Company shall employ you as Executive Chairman of the Board and you agree to provide the services described in Section 2 hereof. Your employment under this letter is effective as of October 27, 2021, and this letter agreement replaces any prior agreements between you and the Company.
 - 2. Duties.** You shall continue to report to the Board and your duties shall be to: (i) provide leadership to the Board and the Company's executive management; (ii) act as the primary spokesperson for the Board; (iii) act as an adviser and confidant to the Chief Executive Officer of the Company; (iv) assist with developing the Company's corporate strategy; (v) in conjunction with management, lead the Company in its relationships with shareholders and business and customer relationships; (vi) lead efforts regarding management succession; and (vii) have such other duties as the Board may reasonably determine. The Company's principal executive officer shall remain the Chief Executive Officer of the Company.
 - 3. Term; Termination.** Your employment shall continue until the Company's annual shareholders' meeting in 2022 and shall be extended by mutual agreement of the Board and you for successive periods thereafter between each of the Company's annual shareholders' meetings (the period of actual employment, the "Term"). The Term, and your employment hereunder, may be terminated at any time: (i) by you, for any or no reason, on thirty (30) days' prior written notice to the Company (which the Company may, in its sole discretion, make effective as a resignation earlier than the termination date provided in such notice), (ii) by the Company, at any time with or without cause by written notice to you, at the election of the Board, and (iii) by the Company, at any time with or without cause by written notice to you, due to your failure to be re-elected as a member of the Board by the Company's shareholders. If either you or the Company provides notice of termination pursuant to either the foregoing clause (i) or clause (ii), by signing this letter agreement you hereby offer your resignation as a member of the Board effective concurrent with the termination of the Term, which resignation may or may not be accepted by the Board in its sole discretion.
 - 4. Base Salary.** Your base salary shall be \$700,000 per fiscal year, payable in accordance with the Company's regular payroll practices. Compensation is reviewed annually by the Compensation Committee of the Board, provided that your base salary and equity compensation will not be reduced. The Company shall deduct and withhold from any amounts payable under this letter agreement such federal, state, local, or other taxes to the extent required to be withheld pursuant to applicable law.
 - 5. Equity Compensation.** You will receive an award consisting of a combination of restricted stock units ("RSUs") and performance share units ("PSUs") annually, the combination having an aggregate grant date fair value equal to \$700,000. Each such award shall be consistent with the Company's practices for other management equity awards and will be subject to the terms of the related
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RSU and PSU agreements and the terms and conditions of the Unifi, Inc. Second Amended and Restated 2013 Incentive Compensation Plan (as such plan may be amended, modified, or replaced). This award will be in lieu of any compensation payable to you as a member of the Board. Nothing herein shall affect any outstanding equity agreements between you and the Company prior to the execution of this letter agreement.

6. **Reimbursement of Expenses.** The Company shall promptly reimburse you for all reasonable and necessary expenses actually incurred by you directly in connection with the business and affairs of the Company and the performance of your duties hereunder, in each case, subject to appropriate substantiation and itemization of such expenses in accordance with the guidelines and limitations established by the Company from time to time.

7. **Nondisclosure of Confidential Information; Protected Disclosures.** You and we agree that your duties under the terms of this letter agreement would result in your acquiring confidential information concerning the Company and its affiliates. You shall not, except in the course of the good faith performance of your duties hereunder or as required by applicable law, without limitation in time or until such information shall have become public other than by your unauthorized disclosure, disclose to others or use, whether directly or indirectly, any Confidential Information (as hereinafter defined) regarding the Company. For purposes of this letter agreement, "Confidential Information" shall mean information about the Company or its clients or customers that was learned by you in the course of your employment by the Company, including (without limitation) any proprietary knowledge, trade secrets, data, formulae, information and client and customer lists and all papers, resumes, and records (including computer records) of the documents containing such Confidential Information, but excludes information (i) which is in the public domain through no unauthorized act or omission of you; or (ii) which becomes available to you on a non-confidential basis from a source other than the Company without breach of such source's confidentiality or non-disclosure obligations to the Company. You agree to deliver or return to the Company, at the Company's request, at any time or upon termination or expiration of your employment or as soon thereafter as possible, (i) all documents, computer tapes and disks, records, lists, data, drawings, prints, notes, and written information (and all copies thereof) furnished by the Company or prepared by you during the term of your employment by the Company, and (ii) all notebooks and other data relating to research or experiments or other work conducted by you in the scope of such employment. Upon the date of termination of your employment hereunder, you shall, as soon as possible but no later than two (2) days after the date of termination, surrender to the Company all Confidential Information in your possession and return to the Company all Company property in your possession or control, including, but not limited to, all paper records and documents, computer disks, and access cards and keys to any Company facilities. This Section 7 shall survive the termination of this letter agreement. Pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you (i) file any document containing the trade secret under seal, and (ii) do not disclose the trade secret, except pursuant to court order. Nothing in this letter agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Notwithstanding any provision in any agreement between the Company and you, you may disclose any confidential or non-public information (i) to report possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the United States Department of Justice, the

United States Securities and Exchange Commission, the United States Congress, and any agency Inspector General, or to make other disclosures that are protected under the whistleblower provisions of federal law or regulation, or (ii) as required by law or order by a court; provided, however, you agree to notify the Company in advance if you are required to provide information or testimony in connection with any action brought by a non-governmental or non-regulatory person or entity.

8. Miscellaneous. All notices hereunder, to be effective, shall be in writing and shall be deemed effective when delivered by hand or mailed by certified mail, postage and fees prepaid, or nationally recognized overnight express mail service, (i) if to you, in person or at the address last on file with the Company as your home address for payroll purposes, and (ii) if to the Company, at its corporate headquarters. This letter agreement constitutes the entire agreement and understanding between the Company and you with regard to the subject matter hereof and supersedes all prior understandings and agreements with respect to the subject matter hereof, whether written or oral. This letter agreement may not be amended, supplemented, or modified except by an instrument in writing signed on behalf of the Company and you. Any term or condition of this letter agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this letter agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this letter agreement on any future occasion. This letter agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. This letter agreement may be executed in counterparts, and either party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this letter agreement may be effected by means of an exchange of facsimile or electronically transmitted signatures.

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If the above terms and conditions are satisfactory to you, please sign both copies of this letter agreement indicating your acceptance and return them to me. An original executed copy will be returned to you.

Yours sincerely,

UNIFI, INC.

/s/ ARCHIBALD COX, JR.
Archibald Cox, Jr.
Lead Independent Director

I hereby acknowledge my receipt and acceptance of the terms and conditions of this offer of employment.

/s/ ALBERT P. CAREY
Albert P. Carey

Date: October 27, 2021

Unifi Elects Rhonda Ramlo to the Board of Directors

Contributes nearly 30 years of strategic and business development experience to the Board

Greensboro, N.C. Oct. 28, 2021 -- Unifi, Inc. (NYSE: UFI), one of the world's leading innovators in recycled and synthetic yarns, today announced the election of Rhonda Ramlo to the Board of Directors, effective as of October 27, 2021.



Ms. Ramlo is currently Vice President & General Manager of Strategy, Acquisitions, and New Business Development at The Clorox Company, a leading multinational manufacturer and marketer of consumer and professional products, a position she has held since 2013. Prior to her current role, she served as Vice President & General Manager of The Clorox Company's Laundry and Water Filtration businesses. Before joining the Clorox Company, Ms. Ramlo spent over 15 years in various executive leadership positions with Dreyer's Grand Ice Cream Holdings, Inc. She also currently sits on the board of directors of two privately-held consumer packaged goods companies, Nuun, Inc. and REDD Bar. Ms. Ramlo received her B.A. in economics from the University of California, Berkley and obtained her MBA in general management from Harvard Business School.

Al Carey, Executive Chairman of Unifi, stated, "We are very excited to welcome Rhonda to Unifi's Board of Directors. She brings nearly three decades of experience in strategic and business development consulting. Rhonda has a wonderful track record in brand strategy, marketing, sales, and innovation. We are confident that her contributions and expertise will enhance Unifi's growth potential."

Ms. Ramlo stated, "I am grateful to join the Board of Directors of Unifi. This is an exciting time for the Company, as sustainability continues to become an even more prominent factor in the business environment. The team's dedication to innovation and sustainability is paramount to creating the future of textile products. I look forward to working with the Unifi team and leveraging my past experiences to generate future success."

About Unifi:

Unifi, Inc. (NYSE: UFI) is a global textile solutions provider and one of the world's leading innovators in manufacturing synthetic and recycled performance fibers. Through REPREVE®, one of Unifi's proprietary technologies and the global leader in branded recycled performance



fibers, Unifi has transformed more than 25 billion plastic bottles into recycled fiber for new apparel, footwear, home goods and other consumer products. Unifi continually innovates technologies to meet consumer needs in moisture management, thermal regulation, antimicrobial protection, UV protection, stretch, water resistance and enhanced softness. Unifi collaborates with many of the world's most influential brands in the sports apparel, fashion, home, automotive and other industries. For more information about Unifi, visit www.Unifi.com.

For more information, contact:

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