

**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) November 6, 2019**

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**Robert Half International Inc.**  
(Exact name of registrant as specified in its charter)

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

**01-10427**  
(Commission  
File Number)

**94-1648752**  
(IRS Employer  
Identification No.)

**2884 Sand Hill Road, Menlo Park, CA**  
(Address of principal executive offices)

**94025**  
(Zip Code)

**Registrant's telephone number, including area code (650) 234-6000**

<u>Title of each class</u>	<u>Securities registered pursuant to Section 12(b) of the Act</u> <u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	RHI	New York Stock Exchange

**NO CHANGE**

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in 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; Appointments of Certain Officers; Compensatory Arrangements of Certain Officers**

On November 6, 2019, Robert Half International Inc. (the “Company”) announced that Harold M. Messmer, Jr. (73) will continue to serve as Executive Chairman of the Company’s Board of Directors (the “Board”), but will retire from his position as Chief Executive Officer after 34 years of service to the Company, effective December 15, 2019. In connection with this leadership transition, and as part of the succession plan developed by the Board, the Board made the following appointments effective on this date:

- M. Keith Waddell (62) will serve as Chief Executive Officer, Vice Chairman and a director. Mr. Waddell has been Vice Chairman of the Board since 1999, and the Company’s President since 2004 and Chief Financial Officer since 1988. He served as Treasurer from 1986 until 2004.
- Paul F. Gentzkow (63) will serve as President and Chief Executive Officer - Staffing Services. Mr. Gentzkow had been the Company’s President and Chief Operating Officer - Staffing Services since 2004. From 2000 until 2004, he served as Executive Vice President, Operations. Prior to that, he served as Director of Field Operations.
- Michael C. Buckley (53) will serve as Executive Vice President, Chief Financial Officer. Mr. Buckley had been the Company’s Treasurer since 2004 and Executive Vice President and Chief Administrative Officer since 2007. He was Vice President from 2001 through 2007 and served as Controller, Corporate Accounting from 1999 until 2004. From 1995 through 1999, he held various other positions with the Company.

There are no family relationships between Messrs. Waddell, Gentzkow or Buckley or any of the other directors or executive officers of the Company.

In connection with Mr. Messmer’s service as Executive Chairman, the Company and Mr. Messmer will enter into an amendment to his employment agreement that will reduce his annual base salary, target cash bonus and annual equity grant by approximately 50%. The amendment to Mr. Messmer's employment agreement is attached as an exhibit to this 8-K.

Frederick A. Richman will continue to serve as the Board’s Lead Independent Director.

**Safe Harbor Statement**

Certain statements contained herein, regarding matters that are not historical facts, may be forward-looking statements (as defined in the Private Securities Litigation Reform Act of 1995). Such forward-looking statements include statements regarding management’s intentions, plans, beliefs, expectations or forecasts for the future. The reader is cautioned not to rely on these forward-looking statements. These forward-looking statements are based on current expectations of future events. If the underlying assumptions prove inaccurate or known or unknown risks or uncertainties materialize, actual results could vary materially from the expectations and projections of the Company. These risks and uncertainties can be found in the Company’s most recently filed Annual Report on Form 10-K for the fiscal year ended December 31, 2018, as supplemented by any subsequently filed Quarterly Reports on Form 10-Q. Copies of these filings are available online at [www.sec.gov](http://www.sec.gov), [www.roberthalf.com](http://www.roberthalf.com) or on request from the Company. Forward-looking statements included herein speak only as of the date hereof, and we undertake no obligation to revise or update such statements to reflect the occurrence of events or circumstances after the date hereof.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	<a href="#">Amendment to Employment Agreement between the registrant and Harold M. Messmer, Jr.</a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document



## **Eighteenth Amendment to Employment Agreement**

This Eighteenth Amendment to Employment Agreement (the “Amendment”) is made and entered into as of December 15, 2019, by and between Robert Half International Inc., a Delaware corporation, (“Corporation”) and Harold M. Messmer, Jr. (the “Officer”).

WHEREAS, Corporation and Officer have entered into an employment agreement, dated as of October 2, 1985, which has been amended previously (the “Employment Agreement”).

WHEREAS, Corporation and Officer wish to make certain amendments to the Employment Agreement.

NOW, THEREFORE, the Corporation and Officer agree that the Employment Agreement is further amended as follows:

1. Section 1 of the Employment Agreement is hereby amended to read in its entirety as follows:

1. Duties. During the term of this Agreement, Officer agrees to be employed and to serve Corporation as Chairman of the Board of Directors and an executive, and Corporation agrees to employ and retain Officer in such capacities. Officer shall devote such of his business time, energy, and skill to the affairs of Corporation as shall be necessary to perform the duties of such positions, but is expected to be no more than fifty percent (50%) of his current time commitment to the Company. Officer shall report only to Corporation’s Board of Directors and at all times during the term of this Agreement shall have powers and duties at least commensurate with his position(s). In the event that Officer shall become ineligible to serve as Chairman on account of not being elected to serve as a member of the Corporation’s Board of Directors by the Corporation’s stockholders, then Officer shall perform such duties specified by the Corporation’s Board of Directors consistent with Officer’s continuing role as an executive and appropriate for and commensurate with the status of an individual who has formerly served as Chairman of the Board and Chief Executive Officer. Officer’s principal place of business with respect to his services to Corporation shall be within 60 miles of San Francisco, California, or at such other location as shall be mutually agreeable to Officer and Corporation.

2. Section 3.1 of the Employment Agreement is hereby amended to read in its entirety as follows:

3.1 Base Salary. As payment for the services to be rendered by Officer as provided in Section 1 and subject to the terms and conditions of Section 2, Corporation agrees to pay to Officer a “Base Salary”, in equal semi-monthly installments, as determined by the Board of Directors. Effective as of December 15, 2019, the Base Salary shall in no event be less than \$262,500 per annum.

3. Section 3.2 of the Employment Agreement is hereby amended to read in its entirety as follows:

3.2 Bonuses. Officer shall be eligible to receive a bonus for each calendar year (or portion thereof) during the term of this Agreement, with the actual amount of any such bonus to be determined in the sole discretion of the Board of Directors based upon its evaluation of Officer's performance during such year. Beginning with the Company's 2020 fiscal year, it is expected that Officer's bonus opportunity shall be approximately 50% of his bonus opportunity for the 2019 fiscal year. All such bonuses shall be payable within 45 days after the end of the calendar year to which such bonus relates.

4. Section 3.3.8 of the Employment Agreement is hereby added to read in its entirety as follows:

3.3.8 Stock Compensation. Officer shall be eligible to receive stock compensation awards during the term of this Agreement in accordance with the Company's standard timing and practices for granting such awards, with the actual number of shares of the Company's common stock subject to such awards to be determined in the sole discretion of the Board of Directors (or Compensation Committee of the Board of Directors) based upon its evaluation of Officer's performance. Beginning with the Company's 2020 fiscal year, it is expected that Officer's stock awards shall have approximately 50% of the value (as determined at the time of grant) of the stock awards received in immediately prior fiscal years.

5. In all other respects, the Employment Agreement as previously amended is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Corporation and Officer hereto have executed this Amendment effective as of the date first written above.

ROBERT HALF  
INTERNATIONAL INC.

HAROLD M. MESSMER, JR.

By: \_\_\_\_\_  
M. Keith Waddell  
Vice Chairman, President and  
Chief Financial Officer