

**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)
August 1, 2019**

Allakos Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38582
(Commission
File Number)

45-4798831
(IRS Employer
Identification No.)

975 Island Drive, Suite 201
Redwood City, California 94065
(Address of principal executive offices, including zip code)

(650) 597-5002
(Registrant's telephone number, including area code)

Not Applicable
(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 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.

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 \$0.001 | ALLK | The Nasdaq Global Select Market |

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

The Board of Directors of Allakos Inc. (the “Company”) appointed Leo Redmond as Chief Financial Officer of the Company, effective upon commencement of his employment with the Company on or about August 1, 2019, to succeed Adam Tomasi, Ph.D. who will be remaining with the Company and continuing in his capacity as Chief Operating Officer. In such capacity, Mr. Redmond will assume the role of principal financial officer and principal accounting officer of the Company, replacing Dr. Tomasi in such role. Additionally, Dr. Tomasi will be acquiring the role of President of the Company from Robert Alexander, Ph.D., who will continue to serve as the Company’s Chief Executive Officer.

Prior to joining the Company, Mr. Redmond served as Chief Financial Officer and Secretary at Presidio Pharmaceuticals, a clinical-stage pharmaceutical company, and from March 2013 to July 2019, he served as President, CFO and Secretary of Presidio Pharmaceuticals. Mr. Redmond has also served as a member of the board of directors of Presidio Pharmaceuticals since 2011. From December 2000 to December 2007, Mr. Redmond was Senior Director of Finance at Genentech, Inc., a biotechnology company, which was acquired by Roche in March 2009. From July 2004 to December 2007, Mr. Redmond also served as the CFO and Secretary for the Genentech Foundation for Biomedical Sciences. Prior to joining Genentech, Mr. Redmond worked for the GTE Corporation in various financial roles. Mr. Redmond holds a Bachelor of Science degree, with a double major in Business Administration and Accounting, from the University of Kansas and an MBA from the UCLA Anderson School of Management.

Mr. Redmond has no family relationship with any of the executive officers or directors of the Company. There are no arrangements or understandings between Mr. Redmond and any other person pursuant to which he was elected as an officer of the Company.

Mr. Redmond has entered into an employment offer letter with the Company (the “Offer Letter”). Under the Offer Letter, Mr. Redmond’s annual base salary is \$390,000 and his annual target bonus opportunity will be 40% of his annual base salary. Upon commencement of his employment on or about August 1, 2019 (the “Commencement Date”), Mr. Redmond will be granted stock options to purchase 120,000 shares of common stock of the Company. The stock options will vest as to 25% of the underlying shares on the first anniversary of the Commencement Date and as to an additional 2.0833% of the shares at the end of each successive month following the first anniversary of the Commencement Date until the fourth anniversary of such date. The stock options will have an exercise price per share equal to the closing market price of the Company’s common stock on the Commencement Date.

Under the Company’s Change in Control and Severance Policy (the “Severance Policy”), if the Company terminates Mr. Redmond other than for “cause,” death or “disability” or he resigns for “good reason”, in each case, during the period beginning upon a “change in control”, such terms as defined in the Severance Policy, and ending 24 months following the change in control, such period referred to as the change in control period, he will be eligible to receive the following severance benefits (less applicable tax withholdings): (i) a lump sum cash amount equal to 12 months of his then-current annual base salary (or if he resigns for good reason based on a material reduction in base salary, then his annual base salary in effect immediately prior to such reduction) or if greater, at the level in effect immediately before the change in control, (ii) a lump sum cash amount equal to 100% of his then-current target annual bonus opportunity, (iii) 100% of his then outstanding and unvested equity awards will become fully vested and exercisable, if applicable, and any applicable performance goals will be deemed achieved at 100% of target levels, and (iv) payment or reimbursement of continued health coverage for him and his dependents under COBRA for a period of up to 12 months, or a taxable lump sum payment in lieu of such payment or reimbursement, as applicable. Further, under the Severance Policy, if Mr. Redmond is terminated other than for cause, death or disability outside the change in control period, he will be eligible to receive the following severance benefits (less applicable tax withholding): (i) a lump sum cash amount equal to 9 months of his then-current annual base salary, (ii) a lump sum cash amount equal to a pro rata portion of his then-current target annual bonus opportunity and (iii) payment or reimbursement of continued health coverage for him and his dependents for a period of up to 9 months, or a taxable lump sum payment in lieu of such payment or reimbursement, as applicable. To receive any severance benefits under the Severance Policy, Mr. Redmond must sign and not revoke our standard separation agreement and release of claims within the timeframe set forth in the Severance Policy. If any of the payments provided for under the Severance Policy or otherwise payable to Mr. Redmond would constitute “parachute payments” within the meaning of Section 280G of the Internal Revenue Code and would be subject to the related excise tax under Section 4999 of the Internal Revenue Code, then he will be entitled to receive either full payment of benefits or such lesser amount which would result in no portion of the benefits being subject to the excise tax, whichever results in the greater amount of after-

tax benefits to him. The Severance Policy does not require us to provide any tax gross-up payments to Mr. Redmond or any other participant in the Severance Policy.

The foregoing descriptions of the Offer Letter and the Severance Policy do not purport to be complete and are qualified in their entirety by reference to the Offer Letter, a copy of which will be filed with the Securities and Exchange Commission (the "SEC") on the Company's next Quarterly Report on Form 10-Q, and the Severance Policy, a copy of which was filed as [Exhibit 10.11](#) to Amendment No. 1 to the Company's Registration Statement on Form S-1 (File No. 333-225836) filed with the SEC on July 9, 2018 and is incorporated herein by reference.

Also in connection with Mr. Redmond's appointment as Chief Financial Officer of the Company, Mr. Redmond will enter into the Company's standard form of indemnification agreement, a copy of which was filed as [Exhibit 10.1](#) to the Company's Registration Statement on Form S-1 (File No. 333-225836) filed with the SEC on June 22, 2018 and is incorporated herein by reference. Pursuant to the terms of this agreement, the Company may be required, among other things, to indemnify Mr. Redmond for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by him in any action or proceeding arising out of his service as principal financial officer.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Allakos Inc.

Date: August 5, 2019

By: _____
/s/ Robert Alexander
Robert Alexander
Chief Executive Officer