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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 28, 2021**

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**VONAGE HOLDINGS CORP.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-32887**  
(Commission  
File Number)

**11-3547680**  
(IRS Employer  
Identification No.)

**23 Main Street**  
(Address of Principal Executive Offices)

**Holmdel , NJ,**

**07733**  
(Zip Code)

**Registrant's telephone number, including area code: (732) 528-2600**

(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	VG	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**

On January 28, 2021, Vonage Holdings Corp. ("Vonage" or the "Company") announced the appointment of Stephen A. Lasher as the Company's Chief Financial Officer, effective January 29, 2021. Mr. Lasher succeeds Mr. Timothy Shaughnessy, Interim Chief Financial Officer. Mr. Shaughnessy is expected to remain with the Company in his current position through February 28, 2021 for transition purposes.

Mr. Lasher, age 51, joins Vonage from International Business Machines Corporation, a technology and consulting company ("IBM"), where he served as Vice President, Finance (IBM Global Markets and Integrated Accounts) since April 2020. In this role, he was responsible for IBM's financial operations, strategies, management, and controls for IBM's multi-billion dollar sales function to drive client adoption of hybrid cloud and artificial intelligence for enterprises in all industries and regions.

Mr. Lasher previously held multiple other executive positions at IBM including Vice President, Finance (IBM Global Business Services) from January 2018 to April 2020; Vice President, Finance (IBM Cloud) from January 2015 to December 2017; Vice President, Finance (IBM Software Group) from August 2014 to January 2015; and Vice President, Finance (Software & Cloud Solutions Group) from November 2013 to August 2014.

There are no arrangements or understandings between Mr. Lasher and any other person pursuant to which he was selected as an executive officer of the Company. He has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with his appointment, Mr. Lasher entered into an employment agreement with the Company and will be entitled to an initial annual base salary of \$650,000, a one-time sign-on cash bonus of \$1.5 million, and he will be eligible to earn an annual performance bonus equal to 100% of his base salary in accordance with the Company's annual bonus program for senior executives. Following his appointment, Mr. Lasher will receive the following equity grants under the Company's Amended and Restated 2015 Incentive Plan:

- A one-time, sign-on award of \$3 million of time-vesting restricted stock units, which will vest in three equal installments on the first six months, first year, and second year anniversaries of the date of award, subject to Mr. Lasher's continued employment on such dates (the "Sign-on RSUs")
- In respect of the Company's annual grant cycle, an award of \$2.5 million, consisting of (i) \$1 million of time-vesting restricted stock units, which will vest in three equal installments on the first, second, and third year anniversaries of the date of award, subject to Mr. Lasher's continued employment on such dates (the "Annual RSUs"), and (ii) \$1.5 million of performance-based restricted stock units ("PRSUs"), which will be subject to the same performance criteria as the PRSUs granted to the senior executives of the Company in the 2021-2023 performance cycle.

The Company will provide or reimburse Mr. Lasher for reasonable corporate housing located near the Company's headquarters for up to twelve (12) months in an amount not to exceed \$5,000 per month, and other relocation benefits in accordance with Company policy.

If Mr. Lasher's employment is terminated by the Company without "Cause" or by Mr. Lasher for "Good Reason," Mr. Lasher will receive (i) a severance payment equal to twelve (12) months of Mr. Lasher's annual base salary, (ii) a bonus payment equal to 100% of his annual performance bonus regardless of the performance metrics achieved, (iii) twelve (12) months continued vesting of his Sign-on RSUs and Annual RSUs from the date of termination, (iv) twelve (12) months continued vesting of his PRSUs eligible to vest, based on the actual level of performance achieved through the end of the full performance period, and (v) a payment equal to twelve (12) months of COBRA coverage.

If Mr. Lasher's employment is terminated due to death or disability, he (or his estate) is entitled to 50% of all Sign-on RSUs and Annual RSUs, and at least 50% of unvested PRSUs, or a pro-rated fraction thereof if his service exceeds 50% of the performance period.

Mr. Lasher will be subject to customary confidentiality and conflicts of interests restrictions. Additionally, Mr. Lasher has executed and is subject to the terms of the Company's Employment Covenants Agreement.

The above summary of Mr. Lasher's employment agreement does not purport to be complete and is qualified in its entirety by reference to the full text of Mr. Lasher's employment agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference in this Current Report on Form 8-K. The Company also issued a press release announcing Mr. Lasher's appointment as Chief Financial Officer. A copy of the press release is furnished as Exhibit 99.1.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

See accompanying Exhibit Index for a list of the exhibits filed or furnished with this Current Report on Form 8-K.

**EXHIBIT INDEX**

10.1	<a href="#">Employment Agreement, dated as of January 14, 2021, by and between the Company and Stephen Lasher</a>
99.1	<a href="#">Press Release of Vonage Holdings Corp. dated January 28, 2021</a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the iXBRL document)

SIGNATURE

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.

VONAGE HOLDINGS CORP.

Date: January 28, 2021

By: /s/ Randy K. Rutherford

Randy K. Rutherford  
Chief Legal Officer

January 14, 2021

Stephen Lasher

Dear Steve,

Making Vonage a destination place to work is one of Vonage's core strategic imperatives. A critical piece of Vonage's success is ensuring we have the best talent in place to build a successful and innovative culture that drives business success. We are pleased to offer you employment with Vonage as the Chief Financial Officer reporting to Rory Read, CEO. This is an exciting time for our organization, and we believe you will be able to contribute meaningfully to both our strategic direction and the successful execution of our business.

For so long as you are employed by the Company, you shall devote your full time working time to your duties hereunder, shall conform to and use your good faith efforts to comply with the lawful and good faith directions and instructions given to you by the CEO, and shall use your good faith efforts to promote and serve the interests of the Company. Further, you shall not, directly or indirectly, render services to any other person or organization without the consent of the Company or otherwise engage in activities that would interfere with the faithful performance of your duties hereunder. Notwithstanding the foregoing, subject to and in accordance with the Company's policies (including, without limitation, the Company's Code of Conduct and Corporate Governance Principles) as may be in effect from time to time, you may (i) serve on corporate boards, with the prior consent of the CEO, (ii) serve on civic or charitable boards or engage in charitable activities without remuneration therefor, and (iii) manage your personal investments and affairs, and serve as an executor, trustee, or in a similar fiduciary capacity in connection therewith, provided that such activities do not, individually or in the aggregate, (i) conflict materially with the performance of your duties under this Agreement, (ii) conflict with your fiduciary duties to the Company, or (iii) result in a breach of the restrictive covenants to which you are bound.

You agree that you will:

- unless prevented by ill health, incapacity or injury, devote the whole of your working time, attention and abilities to your duties under this contract;
- faithfully and diligently perform your duties to the best of your ability and use your best endeavors to promote the interests of the Company;
- without payment of additional salary or remuneration, perform such other duties in relation to the business of the Company as may from time to time be reasonably vested in or assigned to you by the Company
- obey the reasonable directions of the Company, including with regard to standards to be maintained while dealing with and working for customers and other third parties and attending customers' and other third parties' premises; and comply with all lawful rules, policies, procedures and regulations issued by the Company from time to time.

You are projected to start on or before January 25, 2021 (your "Commencement Date") based in a mutually agreeable location post COVID. Until such time your office shall be at a place of your choosing, such as your home.

### **Base Salary and Target Bonus Opportunity**

Your base compensation will be an annual salary of \$650,000, less applicable withholding and deductions, and will be payable on a bi-weekly basis. Additionally, you will be eligible for a Target Bonus Opportunity ("TBO") of 100% with 2021 bonus to be paid at a minimum of 100% payout level or actual performance, whichever is higher, payable in 2022, less applicable withholdings and deductions. Your base salary may be reviewed for increase by the Compensation Committee of the Board in good faith, based upon your performance, not less often than annually. Your base salary may be increased, but not decreased below its then current level without your consent.

### **Sign on/Make-Whole Cash Award**

In connection with your commencement of employment, you will be granted a lump sum "make whole" award of \$1,500,000 cash (less applicable withholding and deductions and subject to the Company's clawback policies in force from time to time), payable in the first regular pay period following commencement of employment.

### **Sign on/Make-Whole Equity Award**

In connection with your commencement of employment, you will be granted a long term incentive award of \$3,000,000 time-based Restricted Stock Units ("RSUs") under the Vonage Holdings Corp. 2015 Amended and Restated Equity Incentive Plan (the "Incentive Plan"). The RSUs will be granted on the the first trading day of the month immediately following the date on which you commence employment with the Company and shall be issued in accordance with, and subject to the terms of, a restricted stock unit agreement (the "RSU Agreement") approved by the Company's Board of Directors for such grants made under the Incentive Plan.

For the sign on/make-whole equity award, the following vesting schedule will be followed:  $\frac{1}{3}$  vest in six months post initial grant;  $\frac{1}{3}$  at 1 year anniversary of first grant;  $\frac{1}{3}$  at 2 year anniversary of first grant.

The RSUs will be governed by and subject to the terms of the Incentive Plan and the RSU Agreement, and in the event of a conflict between this paragraph and the Incentive Plan and RSU Agreement, the terms of the Incentive Plan and RSU Agreement shall control.

### **Initial Annual Equity Awards**

In addition, you will be eligible for an initial annual equity grant of \$2,500,000, consisting of 60% Performance RSUs subject to the 2021 Performance Plan which runs from January 2021 through December 31, 2023 and 40% time based RSUs, which will vest over three years,  $\frac{1}{3}$  per year, on the anniversary of the grant date. These grants will be granted on the first trading day of the month immediately following the date on which you commence employment with the Company and shall be issued in accordance with, and subject to the terms of, grant agreements approved by the Company's Board of Directors for such grants made under the Incentive Plan.

These grants will be governed by and subject to the terms of the Incentive Plan and the grant agreements, and in the event of a conflict between this paragraph and the Incentive Plan and grant agreements, the terms of the Incentive Plan and grant agreements shall control.

As of 2022 you may be eligible to receive additional annual incentive equity grants as a participant in Vonage's long term incentive compensation program, in effect from time to time, as determined by the Compensation Committee of the Board in its sole discretion.

### **Miscellaneous**

The Company will provide or reimburse for reasonable corporate housing located near the Company's headquarters for up to twelve (12) months in an amount not to exceed \$5,000 per month. You will also be eligible for relocation benefits in accordance with Company policy in effect from time to time.

### **Severance**

In the event your employment is terminated by the Company without Cause or by you with Good Reason, each as defined below, you will be entitled to (i) separation pay equal to twelve (12) months of your then-current base salary, less applicable withholding and deductions, which will be paid by the Company in a lump sum payment; (ii) one year bonus at par, (iii) one year continued vesting on unvested equity and (iv) an amount equal to twelve (12) months of your current payments for medical coverage based upon the then current plan and your then current selected level of coverage for purposes of COBRA (or equivalent) coverage.

For the avoidance of doubt, any separation payments payable, or other benefits to be provided pursuant to this letter shall be forfeited unless an effective Release has been received by the Company and has become irrevocable no later than sixty (60) days following your termination of employment.

"Cause" means (i) material failure to perform your employment duties (not as a consequence of any illness, accident or other disability), (ii) continued, willful failure to carry out any reasonable lawful direction of the Company, (iii) diverting or usurping a corporate opportunity of the Company, (iv) fraud, willful malfeasance, gross negligence or recklessness in the performance of employment duties, (v) willful failure to comply with any of the material terms of this Offer Letter, (vi) other serious, willful misconduct which causes material injury to the Company or its reputation, including, but not limited to, willful or gross misconduct toward any of the Company's other employees, (vii) conviction of, or plea of *nolo contendere* to, a felony or a crime involving moral turpitude, and (viii) violation of the Company's Code of Conduct or any written Company policies or procedures; provided, however, that no event or condition described in clauses (i), (ii) or (v) shall constitute Cause unless (x) the Company gives you written notice of its intention to terminate your employment for Cause and the grounds for such termination and (y) such grounds for termination (if susceptible to correction) are not corrected by you within 15 days of your receipt of such notice. If you do not correct the grounds for termination during such 15-day cure period, your termination of employment for Cause shall become effective on the first business day following the end of the cure period. Unless otherwise advised by the Company, you will be expected to perform services for the Company during the cure period.

"Good Reason" means: (i) a decrease in your base salary; (ii) a material diminution of your

authorities, duties or responsibilities; (iii) a material failure of the Company to pay compensation due and payable to you in connection with your employment or (iv) relocation by the Company of your principal place of employment to a location that results in your commuting distance being at least 30 miles greater than your commuting distance on the date you commence employment; provided, however, that no event or condition described in clauses (i) through (iv) shall constitute Good Reason unless (x) you give the Company's most senior Human Resources employee written notice of your intention to terminate your employment for Good Reason and the grounds for such termination within 45 days after the occurrence of the event giving rise to the "Good Reason" termination and (y) such grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice (or, in the event that such grounds cannot be corrected within such 30-day period, the Company has not taken all reasonable steps within such 30 day period to correct such grounds as promptly as practicable thereafter). If the Company does not correct the grounds for termination during such 30-day cure period ( or take all reasonable steps within such 30-day period to correct such grounds as promptly as practicable thereafter), your termination of employment for "Good Reason" shall become effective on the first business day following the end of the cure period. Unless otherwise advised by the Company, you will be expected to perform services for the Company during the cure period.

As a Vonage employee, you are eligible for comprehensive health and welfare benefits on the first day of the month following your hire date. Please note, employees have 30 calendar days following their hire date to make their benefit elections. Attached, you will find the 2021 Benefits Summary which is given to all Vonage employees. A copy of the actual plan documents is available from the Plan Administrator. In the event of a discrepancy between this letter and the actual plan documents, the plan documents govern.

You hereby represent to the Company that you are under no obligation or agreement that would prevent you from becoming an employee of the Company or adversely impact your ability to perform the expected responsibilities. By accepting this offer, you agree that no trade secret or proprietary information not belonging to you or the Company will be disclosed or used by you at the Company.

This Offer Letter is not an employment contract and does not create an implied or expressed guarantee of continued employment. By accepting this offer, you are acknowledging that you are an employee at-will. This means that either you or the Company may terminate your employment at any time and for any reason or for no reason. This Offer Letter contains the entire agreement and understanding between you and the Company with respect to the terms of your employment and supersedes any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company, whether written or oral, with respect to the terms of your employment. The Company may withhold any tax (or other governmental obligation) that may result from the payments made and benefits provided to you under this Offer Letter or require you to make other arrangements satisfactory to the Company to enable it to satisfy all such withholding requirements.

As a Vonage employee, it is your duty to know and abide by our policies. By your acceptance below, you acknowledge that you will read the policies and seek clarification if you do not understand any policy. From time to time, we review our benefits, policies, practices and programs and may alter or change them at our discretion, with or without prior notice.



This offer is valid for seven (7) calendar days from the date of this letter and is contingent upon successful background clearance and reference checks. Please sign and date this letter and return it to the sender. Should you have any questions, please contact your recruiter.

In connection with your employment you will be required to enter into the Company's Employee Covenants Agreement and acknowledge and consent to the Company's Incentive Compensation Recoupment Policy (copies of which are enclosed with this Offer Letter).

Any dispute or controversy arising under or in connection with your employment by the Company cannot be mutually resolved by you and the Company and your and its respective advisors and representatives shall be settled exclusively by arbitration in New Jersey in accordance with the rules of the American Arbitration Association before one arbitrator of exemplary qualifications and stature, who shall be selected jointly by an individual to be designated by the Company and an individual to be selected by you, or if such two individuals cannot promptly agree on the selection of the arbitrator, who shall be selected by the American Arbitration Association. Notwithstanding anything to the contrary contained herein, the arbitrator shall allow for discovery sufficient to adequately arbitrate any claims. The award of the arbitrator with respect to such dispute or controversy shall be in writing with sufficient explanation to allow for such meaningful judicial review as is permitted by law, and that such decision shall be enforceable in any court of competent jurisdiction and shall be binding on the parties hereto. The remedies available in arbitration shall be identical to those allowed at law. The arbitrator shall be entitled to award to the prevailing party in any arbitration or judicial action under this Agreement reasonable attorneys' fees and any costs of the arbitration payable by such party, consistent with applicable law; provided, that no such award shall be made against you unless the arbitrator finds your positions in such arbitration or dispute to have been frivolous or in bad faith.

Our culture and values create a collaborative, fearless, and supportive workplace where we work hard and inspire one another. We have no doubt that you will make an impact here not only to create what's next, but to *Be what's next. Right Now.*

Sincerely,

/s/ Susan Quackenbush  
Susan Quackenbush  
Chief Human Resources Officer

I accept this offer of employment and the terms contained in this letter.

/s/ Stephen Lasher  
Stephen Lasher  
January 21, 2021



## Vonage Holdings Corp. Appoints Stephen Lasher Chief Financial Officer

**Holmdel, NJ (January 28, 2021)** — [Vonage Holdings Corp.](#) (Nasdaq: VG), a global leader in cloud communications helping businesses accelerate their digital transformation, today announced the appointment of Stephen Lasher as Chief Financial Officer (CFO) effective January 29, 2021. Lasher brings 30 years of financial leadership to Vonage, with the majority of his career spent in the technology industry. He will report to Rory Read, Vonage Chief Executive Officer.

“We are thrilled to welcome Steve to the Vonage team,” Read said. “With his deep knowledge of the technology and software space and a long history of financial leadership, Steve’s expertise in finance and business transformations will make a significant impact on helping Vonage execute on our strategy to drive revenue growth and profitability. He will also play a key role in executing on strategic investments to strengthen our innovation capacity to enable next generation communications that are more flexible, intelligent and personal to create differentiated value for our customers.”

Lasher joins Vonage from IBM, where he spent the last 24 years of his career. He held various financial leadership positions of increasing responsibility throughout his tenure, most recently serving as Vice President of Finance for IBM Global Markets and Integrated Accounts, responsible for IBM’s financial operations, strategies, management, and controls for the company’s approximately \$70B global sales function that drives client adoption of hybrid cloud and Artificial Intelligence (AI) for enterprises in all industries and regions.

“It is exciting to join an innovative company like Vonage at such a pivotal moment as the world undergoes a secular shift in how businesses communicate and operate,” Lasher said. “Vonage’s single cloud communications platform is meeting this change head on, delivering a wide range of powerful services and solutions that power its customers’ and partners’ global engagement solutions so they can perform better, connect easier and enhance experiences. I look forward to working with the team at Vonage to create continued value for customers while helping to drive the Company’s next phase of growth.”

Previously, Lasher was Vice President of Finance for IBM Global Business Services, responsible for a group of more than 500 finance professionals within the finance, operations and performance management teams for IBM’s Global Business Services division. Prior to that, he was Vice President of Finance for IBM Cloud, and served as the global financial and operational leadership for IBM’s industry leading cloud portfolio of services and solutions.

Earlier, he was Vice President of Finance for the IBM Software Group, leading the finance operations for IBM’s multi-billion dollar software segment, and Vice President of Finance for IBM Software & Cloud Solutions. Lasher was also Director of Finance for IBM Global Business Services Japan and served as the Chief Financial Officer for the multi-billion dollar consulting, system integration and outsourcing services business.

Lasher graduated from Bentley University with a B.S. in Accounting.

Tim Shaughnessy, who has served as Interim Chief Financial Officer since August 2020, is expected to remain with the Company through February 2021 to ensure a smooth transition.

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## About Vonage

Vonage (Nasdaq:VG), a global cloud communications leader, helps businesses accelerate their digital transformation. Vonage's Communications Platform is fully programmable and allows for the integration of Video, Voice, Chat, Messaging and Verification into existing products, workflows and systems. Vonage's fully programmable unified communications and contact center applications are built from the Vonage platform and enable companies to transform how they communicate and operate from the office or anywhere, providing enormous flexibility and ensuring business continuity.

Vonage Holdings Corp. is headquartered in New Jersey, with offices throughout the United States, Europe, Israel and Asia. To follow Vonage on Twitter, please visit [twitter.com/vonage](https://twitter.com/vonage). To become a fan on Facebook, go to [facebook.com/vonage](https://facebook.com/vonage). To subscribe on YouTube, visit [youtube.com/vonage](https://youtube.com/vonage).

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**Investor Contact:** Hunter Blankenbaker, 732.444.4926, [hunter.blankenbaker@vonage.com](mailto:hunter.blankenbaker@vonage.com)

## Safe Harbor Statement

This press release contains forward-looking statements, including statements regarding the effects of appointing a new executive that constitute forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. In addition, other statements in this press release that are not historical facts or information may be forward-looking statements. The forward-looking statements in this release are based on information available at the time the statements are made and/or management's belief as of that time with respect to future events and involve risks and uncertainties that could cause actual results and outcomes to be materially different. Important factors that could cause such differences include, but are not limited to: realizing the benefits of optimization and cost-saving initiatives; the impact of the COVID-19 pandemic; the competition we face; the expansion of competition in the cloud communications market; risks related to the acquisition or integration of businesses we have acquired; our ability to adapt to rapid changes in the cloud communications market; the nascent state of the cloud communications for business market; our ability to retain customers and attract new customers cost-effectively; developing and maintaining market awareness and a strong brand; developing and maintaining effective distribution channels; security breaches and other compromises of information security; risks associated with sales of our services to medium-sized and enterprise customers; our reliance on third-party hardware and software; our dependence on third-party vendors; system disruptions or flaws in our technology and systems; our ability to comply with data privacy and related regulatory matters; our ability to scale our business and grow efficiently; the impact of fluctuations in economic conditions, particularly on our small and medium business customers; the effects of significant foreign currency fluctuations; our ability to obtain or maintain relevant intellectual property licenses or to protect our trademarks and internally developed software; fraudulent use of our name or services; restrictions in our debt agreements that may limit our operating flexibility; our ability to obtain additional financing if required; retaining senior executives and other key employees; intellectual property and other litigation that have been and may be brought against us; rapid developments in global API regulation and uncertainties relating to regulation of VoIP services; risks associated with legislative, regulatory or judicial actions regarding our business products; reliance on third parties for our 911 services; liability under anti-corruption laws or from governmental export controls or economic sanctions; actions of activist shareholders; risks associated with the taxation of our business; governmental

regulation and taxes in our international operations; our history of net losses and ability to achieve consistent profitability in the future; our ability to fully realize the benefits of our net operating loss carry-forwards if an ownership change occurs; risks associated with the settlement and conditional conversion of our Convertible Senior Notes; potential effects the capped call transactions may have on our stock in connection with our Convertible Senior Notes; certain provisions of our charter documents; and other factors that are set forth in the "Risk Factors" in our Annual Report on Form 10-K and in the Company's Quarterly Reports on Form 10-Q filed with the SEC. While the Company may elect to update forward-looking statements at some point in the future, the Company specifically disclaims any obligation to do so except as required by law, and therefore, you should not rely on these forward-looking statements as representing the Company's views as of any date subsequent to today.