
**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) May 18, 2016

FLUIDIGM CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34180
(Commission
File Number)

77-0513190
(IRS Employer
Identification No.)

7000 Shoreline Court, Suite 100
South San Francisco, California 94080
(Address of principal executive offices)(Zip Code)

(650) 266-6000
(Registrant's telephone number, including area code)

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

On May 18, 2016, the Board of Directors of Fluidigm Corporation (the “Company”) appointed Jennifer L. Lee, age 53, as our Vice President, Controller, and Principal Accounting Officer.

From 1996 to May 2016, Ms. Lee held various managerial positions at Genentech, Inc., a biotechnology company that was acquired by Roche Holdings, Inc., in March 2009, including director of commercial finance from 2010 to May 2016, director of general audit from 2008 to 2009, director of collaborations finance and royalties from 2006 to 2008 and associate director of external reporting from 1996 to 2006. Prior to joining Genentech, Ms. Lee held staff and managerial roles at Pacific Gas and Electric Company from 1992 to 1996 and Arthur Andersen & Co. from 1988 to 1992. Ms. Lee received her B.S. in accounting from San Francisco State University and her M.B.A. from Golden Gate University. Ms. Lee is also a certified public accountant.

Under the terms of her employment offer letter dated March 30, 2016 and filed herewith as Exhibit 10.1, Ms. Lee will receive a base salary of \$300,000 per year. Ms. Lee is also eligible to participate in the Company’s bonus plan. Ms. Lee’s annualized target bonus for 2016 will equal 35% of her annual base salary, based on satisfaction of certain corporate and strategic business objectives in 2016.

On May 18, 2016, the Board of Directors granted Ms. Lee an equity grant of restricted stock units with respect to 10,080 shares of common stock (“RSU Award”) and an option to purchase 13,400 shares of common stock (“Option Award”). The RSU Award and Option Award are subject to the terms and conditions of the Company’s 2011 Equity Incentive Plan and forms of restricted stock unit award agreement and option agreement.

Ms. Lee and the Company have also entered into an employment and severance agreement that provides for specified payments and benefits if her employment is terminated without cause, or if her employment is terminated without cause or for good reason within 12 months following a change of control. The terms of this agreement, entered into with each of the Company’s executive officers, are described in the Company’s Form 10-K/A filed with the SEC on April 27, 2016 and a form thereof is included as Exhibit 10.14 to the Company’s Current Report on Form 8-K filed with the SEC on December 11, 2012. Ms. Lee and the Company have also entered into the Company’s standard indemnification agreement, a form of which is included as Exhibit 10.1 to the Company’s Registration Statement on Form S-1/A filed with the SEC on January 28, 2011.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter to Jennifer Lee dated March 30, 2016.

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.

FLUIDIGM CORPORATION

Date: May 23, 2016

By: /s/ Vikram Jog
Vikram Jog
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter to Jennifer Lee dated March 30, 2016.



March 30, 2016

Jennifer Lee

Dear Jennifer:

I am pleased to offer you a position with Fluidigm Corporation (the "Company") as a Vice President, Controller in our CFO & Admin department, reporting directly to me. Other terms of employment include:

Start Date: On or before Monday, May 16, 2016

Compensation:

You will receive an initial salary of \$12,500.00 per pay period. We are on a semi-monthly pay schedule with two pay periods per calendar month which generally fall on the 15th and the last day of the month. This equates to a base compensation of \$300,000.00 on an annual basis, less deductions as required by law, which will be paid in accordance with the Company's normal payroll procedures. This is an exempt position.

Bonus Target:

You will be eligible to participate in the Company's Bonus Plan which is based on achievement of targets or performance criteria as may be specified by your management and the Board. The terms and conditions of the Bonus Plan may be amended or varied from time to time at the sole discretion of the Board. The Compensation Committee may award discretionary bonus target of 35% of your annual base salary, subject to all applicable federal and state taxes, payable on Q1 of 2017 and pro-rated on a monthly basis, if less than 12 months' service as of December 31, 2016. The primary principle for payout of variable cash bonus is "pay for performance."

Equity Award:

We will recommend to our Board of Directors or one of its committees after commencement of your employment with Fluidigm Corporation that you receive a grant of options to purchase 13,400 shares of Fluidigm Corporation's Common Stock and 10,080 of restricted stock units, and your grant will be subject to the approval of the Board or its committee. Your grant will be subject to the terms of our equity incentive plan and our policies governing grants of equity incentive awards.

Benefits:

You are eligible to receive the Company's standard benefits package which currently includes medical, dental, vision, life and disability insurance benefits. Benefits will be effective the first day of the month following your date of hire. Additional benefits, as the Company may make generally available to its employees from time to time, will be made available to you. You will be entitled to accrue up to 3 weeks paid vacation each year and such paid holidays as the Company gives to its employees generally, in accordance with company policies.

Workers' Compensation Insurance:

The Company provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Insurance carrier: Preferred Employers Group - PO BOX 85838, San Diego, CA 92186, phone number (866) 472-9602.

Confidentiality and Company Policies:

It is important to protect our confidential information and proprietary material. Therefore, as a condition of employment you will be required to sign the Company's standard At-Will Employment, Confidential Information, Invention Assignment, And Arbitration Agreement.

Background check: This offer is contingent upon successfully passing your background check.

7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 | O: 650 266 6000 F: 650 871 7152 | fluidigm.com

Jennifer Lee
March 30, 2016

Other:

This letter shall be interpreted under California law. You should be aware that your employment with the Company is for no specified period and constitutes “at will” employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause. In addition, the Company may change your compensation, duties, assignments, responsibilities, location of your position, or any other terms and conditions of employment at any time to adjust to the changing needs of our dynamic Company.

In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted by the Judicial Arbitration & Mediation Services (“JAMS”) in Santa Clara County California. The current JAMS employment arbitration rules & procedures can be found at <http://www.jamsadr.com/rules-employment-arbitration/>. The JAMS employment arbitration rules & procedures may, however, be amended by JAMS. You acknowledge that you are waiving your right to a jury trial.

This offer expires on Monday, April 4, 2016, unless you accept prior to this date. To indicate your acceptance of the Company’s offer, please sign and date this letter in the space provided below and return it in the envelope provided to Manager, Talent Acquisition Romeo Malabanan, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080. A copy is provided for your records.

This letter, along with the agreement relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

Our employees are committed to the success and growth of our business. At Fluidigm, we believe that our values are not just words on paper – they are a statement of our character. Fluidigmers should: Win as a team; Work hard and with passion; Be strong; Be aggressive; Do what you say you will do; Sweat the details; and Keep learning. We believe our values define who we are as a company and as employees of Fluidigm. We aspire to live by these values each day and work hard to exhibit these traits because these are the things that are worth believing.

Jennifer, we look forward to you joining and being part of Fluidigm! I am certain we can build a great company together.

Sincerely,

/s/ Vikram Jog
Vikram Jog
Chief Financial Officer
Fluidigm Corporation

ACCEPTED AND AGREED TO:

/s/ Jennifer Lee
Jennifer Lee

4/3/16
Date

