

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Support.com, Inc.

Form: 8-K

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

October 5, 2011
Date of report (Date of earliest event reported)

SUPPORT.COM, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware (State or Other Jurisdiction of Incorporation)	000-30901 (Commission File No.)	94-3282005 (I.R.S. Employer Identification No.)
1900 Seaport Blvd., Third Floor, Redwood City, CA 94063 (Address of Principal Executive Offices) (Zip Code)		
(650) 556-9440 (Registrant's telephone number, including area code)		
N/A (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:

- 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 October 5, 2011, the Company amended certain provisions of the employment offer letter of Shelly Schaffer, the Company's Executive Vice President and Chief Financial Officer, originally dated January 29, 2008 and previously amended and restated July 30, 2009. Specifically, Ms. Schaffer's employment offer letter was amended to increase from 75% to 100% the amount of unvested share options under her equity option grants that could accelerate in the event of a Change in Control of the Company if followed within 12 months by termination of her employment without cause (or her resignation for a defined "Good Reason").

The foregoing description of Ms. Schaffer's amended employment offer letter does not purport to be complete, and is qualified in its entirety by the full text of the amendment, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amended and Restated Employment Agreement between Shelly Schaffer and the Company, as of October 5, 2011.

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 11, 2011

SUPPORT.COM, INC.

By: /s/ Shelly Schaffer
Name: Shelly Schaffer
Title: Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amended and Restated Employment Agreement between Shelly Schaffer and the Company, as of October 5, 2011

October 5, 2011

Shelly Schaffer
[address]

Dear Shelly,

The purpose of this letter is to amend and restate certain provisions of your offer letter with Support.com, Inc., a Delaware Corporation (the "Company") dated July 28, 2009, (the "Offer Letter") following decisions of the Compensation Committee of the Board of Directors.

In your Offer Letter, the vesting of your stock options in the event of a change in control of the Company is addressed in the following language:

Notwithstanding anything in this letter agreement, the Plan or the applicable stock option agreements to the contrary, if the Company is subject to a Change of Control (as defined in the Stock Option Agreement) before your employment with the Company terminates and you are subject to an Involuntary Termination within 12 months on or after that Change of Control, then 50% of the then-unvested shares subject to the Option will become vested and exercisable at the time of such Involuntary Termination (as defined below). For stock options granted after the date of this letter, 75% of the then-unvested shares subject to those option grants will become vested and exercisable at the time of such Involuntary Termination. Notwithstanding anything to the contrary in the Stock Option Agreement, a "going private" transaction shall not constitute a Change of Control.

The above language is deleted and in its place the following language is to be inserted:

Notwithstanding anything in this letter agreement, the Plan or the applicable stock option agreements to the contrary, if the Company is subject to a Change in Control (as defined in the Stock Option Agreement) before your employment with the Company terminates and you are subject to an Involuntary Termination within 12 months on or after that Change in Control, then one hundred percent (100%) of the then-unvested shares subject to the Option will become vested and exercisable at the time of such Involuntary Termination (as defined below). For stock options granted after the date of this letter, one hundred percent (100%) of the then-unvested shares subject to those option grants will become vested and exercisable at the time of such Involuntary Termination. Notwithstanding anything to the contrary in the Stock Option Agreement, a "going private" transaction shall not constitute a Change in Control.

All other terms and conditions in your Offer Letter remain unchanged.

To indicate your acceptance of the Company's offer, please sign, date, and return this letter to our Human Resources department. A duplicate original is enclosed for your records.

Yours sincerely,

/s/ Josh Pickus
Josh Pickus
President and Chief Executive Officer

By signing this Offer Letter, I hereby accept, acknowledge and agree to the terms and conditions as stated above.

On this 5th day of October, 2011.

/s/ Shelly Schaffer
Shelly Schaffer

Enclosure: Duplicate Letter