
**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) December 31, 2015

LEGETT & PLATT, INCORPORATED
(Exact name of registrant as specified in its charter)

Missouri
(State or other jurisdiction
of incorporation)

001-07845
(Commission
File Number)

44-0324630
(IRS Employer
Identification No.)

No. 1 Leggett Road, Carthage, MO
(Address of principal executive offices)

64836
(Zip Code)

Registrant's telephone number, including area code 417-358-8131

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 (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 1.01 Entry into a Material Definitive Agreement.

Pursuant to the Employment Agreement between David S. Haffner and the Company, dated March 1, 2013, which was filed March 6, 2013 as Exhibit 10.2 to the Company's Form 8-K (the "Employment Agreement"), Mr. Haffner served the Company as Chief Executive Officer. The Employment Agreement had a four-year term expiring at the annual meeting of shareholders in 2017, which is expected to be held in May. As previously reported under Item 5.02 in the Current Report on Form 8-K filed by the Company on August 17, 2015, which Item is hereby incorporated by reference herein, on August 15, 2015, the Company and Mr. Haffner agreed to terminate the Employment Agreement and his position as Chief Executive Officer without cause effective December 31, 2015.

As contemplated by the Employment Agreement, on December 31, 2015, the Company entered into a Release Agreement with Mr. Haffner (the "Release Agreement") whereby, in consideration of the benefits and payments to be made to Mr. Haffner, he has agreed, among other things:

- (a) to release the Company, its officers, agents, assigns, subsidiaries, affiliates, successors, employees and members of its Board from all claims and liabilities arising from or related to his employment with the Company;
- (b) that he continues to be bound by certain non-compete provisions through December 31, 2017 and standard employee provisions related to invention, confidentiality, non-solicitation and non-interference; and
- (c) that he will cooperate with the Company regarding matters arising either before or after December 31, 2015 to which he has material relevant information.

The Release Agreement may be revoked by Mr. Haffner on or before January 7, 2016. The Release Agreement does not become effective or enforceable until this date has passed and Mr. Haffner has not exercised his right of revocation. If Mr. Haffner revokes the Release Agreement, we will file an additional report on Form 8-K disclosing the revocation.

The disclosure above is only a brief description of the Release Agreement and is qualified in its entirety by such agreement which is attached hereto and incorporated herein by reference as Exhibit 10.1. Reference is made to the post-termination payments and benefits to be made to Mr. Haffner by the Company which were disclosed in the Company's Form 8-K filed August 17, 2015. Consistent with our prior disclosed estimates, and based on current facts and circumstances, including current valuation of certain stock-based compensation awards, we expect to record accelerated costs of approximately \$8 million during 2015 for the estimated benefits to Mr. Haffner that would have been earned in 2016 and 2017.

Forward-Looking Statements. This report contains "forward-looking statements." These statements include, without limitation, our expectations regarding compensation costs related to the termination of the Employment Agreement with David S. Haffner, and are identified either by the context in which they appear or by use of words such as "current," "expect," "approximately" or the like. All such forward-looking statements, whether written or oral, and whether made by us or on our behalf, are expressly qualified by the cautionary statements described in this provision. Any forward-looking statement reflects only the beliefs of the Company or its management at the time the statement is made. Because all forward-looking statements deal with the future, they are subject to risks, uncertainties and developments which might cause actual events or results to differ materially from those envisioned or reflected in any forward-looking statement. Moreover, we do not have, and do not undertake, any duty to update or revise any forward-looking statement to reflect events or circumstances after the date on which the statement was made. For all of these reasons, forward-looking statements should not be relied upon as a prediction of actual future events, objectives, strategies, trends or results. It is not possible to anticipate and list all risks, uncertainties and developments which may cause actual events or results to differ from forward-looking statements. However, some of these risks and uncertainties include: (i) changes in the assumptions regarding achievement of performance targets in Mr. Haffner's compensation awards; and (ii) final valuation of certain stock-based compensation awards made to Mr. Haffner.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Release Agreement between the Company and David S. Haffner, dated December 31, 2015
10.2	Employment Agreement between the Company and David S. Haffner, dated March 1, 2013, filed March 6, 2013 as Exhibit 10.2 to the Company's Form 8-K, is incorporated by reference. (SEC File No. 001-07845)

* Denotes filed herewith.

Exhibit Index

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* Denotes filed herewith.

RELEASE AGREEMENT

This Release Agreement is between David S. Haffner (“Executive”) and Leggett & Platt, Incorporated, its officers, agents, assigns, subsidiaries, affiliates, successors, employees, and members of the Board of Directors, both in their representative and individual capacities (jointly, “Employer”).

WHEREAS, pursuant to an Employment Agreement between Executive and Employer dated March 1, 2013 (the “Employment Agreement”), Executive served through December 31, 2015, as a Director and Officer of Employer.

WHEREAS, on August 15, 2015, Employer provided notice of termination without cause pursuant to Executive’s employment, with Executive’s last day worked to be December 31, 2015, and the parties desire to be on good terms and without any continuing disputes or litigation between them;

NOW, THEREFORE, for good and valuable consideration, Executive and Employer agree as follows:

1. Employer Payments and Benefits. Executive’s separation from service will be characterized as a termination without Cause, as provided in Section 8.2 of the Employment Agreement. Employer agrees to the following:

- a. Employer will provide Executive with the payments and benefits pursuant to Section 8.2 of the Employment Agreement.
- b. During the non-compete period referenced in Section 2 below, Employer agrees to provide medical plan coverage to the Executive and his spouse as described in Section 11 of the Employment Agreement.

2. Non-Competition, Solicitation or Interference, and Confidentiality. Executive agrees as follows:

- a. Non-Compete. Executive agrees that he continues to be bound by the terms of the non-compete provisions contained in Section 11 of the Employment Agreement, which will continue through December 31, 2017.
- b. Confidentiality. Executive agrees that he continues to be bound by the Employee Invention, Confidentiality, Non-Solicitation and Non-Interference Agreement between the Company and the Executive dated May 14, 2009, as referenced in Section 10 of the Employment Agreement. Nothing in this Agreement (or any agreement referenced herein) prohibits Executive from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of Employer to make any such reports or disclosures and Executive is not required to notify Employer that he has made such reports or disclosures.
- c. Remedy. In the event of a breach of this Section 2 by Executive, Employer’s obligation to make payments or provide any other consideration hereunder shall cease immediately, and Employer may seek specific performance of Executive’s obligations hereunder, seek recovery of any payments that have already been made to Executive

hereunder plus compensatory and other damages, or seek any combination of equitable relief and damages that is permissible under applicable law. Executive further agrees that any breach or threatened breach of this Section 2 will cause irreparable injury to Employer, and that money damages alone will not provide an adequate remedy to Employer.

3. Release of Liability and Waiver. Executive, for himself and his successors and assigns, does hereby release and discharge Employer of and from all claims, actions, and liabilities arising from, under or by reason of or related to Executive's employment with Employer. Executive expressly acknowledges that the claims the Executive is releasing include, without limitation, all claims arising under the common law and/or under federal, state or local statute, law, ordinance, or regulation, or cause of action pertaining to employment discrimination, whether based on race, color, religion, sex, or national origin (Title VII), age (Age Discrimination in Employment Act and Older Workers' Benefits Protection Act), disability (Americans With Disabilities Act), political affiliation, veteran status, marital status, the Family and Medical Leave Act, and the Fair Labor Standards Act.

Executive agrees that, subject to Employer's compliance with this Release Agreement, he is hereby waiving his right to any money damages or equitable relief as a result of the filing of any complaints or lawsuits against Employer at any time hereafter with respect to any matter that is contemplated by this Release Agreement.

4. Cooperation. Executive agrees to cooperate with Employer concerning any matters arising either before or after his termination date for which he has material relevant information, provided that Employer shall reimburse the Executive for his reasonable out-of-pocket costs and expenses of furnishing such cooperation. "Cooperate" or "cooperation" means that Executive shall cooperate as reasonably necessary to provide truthful information and testimony concerning the business of Employer, including preserving and providing documents and other materials or information in his possession as may be necessary to respond to any claims against or brought on behalf of Employer. Executive agrees to make himself available to Employer or Employer's counsel for investigations of facts, responding to discovery requests and motions, preparation for and attendance at depositions, hearings, and trials, giving of truthful testimony and affidavits, and as otherwise necessary for the ethical and reasonable conduct of the prosecution or defense of such claims.

5. Governing Law and Jurisdiction. This Agreement is entered into and accepted in Jasper County, Missouri. This Agreement shall be construed under and in accordance with the substantive law of the state of Missouri. The parties irrevocably submit to the exclusive jurisdiction of the Circuit Court for Jasper County, Missouri or the United States District Court for the Western District of Missouri in any action or proceeding arising out of or relating to this Agreement or Executive's employment with Employer.

6. Severability and Modification. Should any provision of this Agreement be declared or be determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected thereby. While the parties agree that the restrictions imposed in this Agreement are reasonable and necessary to protect the legitimate interest of Employer, if any provision of this Release Agreement should later be determined to be invalid or unenforceable to any extent, the parties agree that the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent provided by law.

7. Entire Agreement. Executive agrees that he is bound by the following agreements currently in effect: (1) Employee Invention, Confidentiality, Non-Solicitation and Non-Interference Agreement dated May 14, 2009; (2) Terms and Conditions of Non-Qualified Stock Options; (3) Performance Stock Unit Terms and Conditions; (4) Profitable Growth Incentive Terms and Conditions; (5) Restricted Stock Unit Terms and Conditions; (6) Deferred Compensation Program; (7) Executive Stock Unit Program; (8) Executive Deferred Stock Program; (9) Stock Bonus Plan; (10) Leggett & Platt Retirement Plan; (11) Key Officers Incentive Plan; and (12) through December 31, 2015, the Employment Agreement, and, thereafter, Sections 10 and 11 of the Employment Agreement, pursuant to their terms. All of these agreements are specifically incorporated herein and continue to be fully enforceable in accordance with their terms. Except for these and other agreements specifically incorporated or referenced herein, this Agreement sets forth the entire agreement between the parties as to the subject matter contained herein. Notwithstanding the foregoing, the Executive understands that any agreements signed by the Executive to which Employer is party, a successor, or an assign concerning non-disclosure of confidential information, non-competition, non-solicitation, loan repayment, ownership of inventions or intellectual property, equity or stock plans, or the like, are not superseded by this Agreement. Rather, the terms of such agreements are incorporated herein by reference and, to the extent such agreements impose upon the Executive additional and/or broader obligations than contained herein, such terms and conditions will be controlling.

8. Opportunity to Consider Release. Executive expressly acknowledges that Employer has advised him that he may take up to twenty-one (21) days in which to review the terms of this Agreement. Executive also understands he does not have to wait twenty-one (21) days to accept the Agreement, and if he signs and returns this Agreement before the twenty-one (21) days have passed, the seven (7) day revocation period described below will begin upon signing. Executive also acknowledges that Employer has encouraged and given him the opportunity to discuss all aspects of the Agreement with his attorney before signing.

9. Time for Revocation. Executive understands that following his execution of this Agreement, he may revoke his acceptance of this Agreement for a period of seven (7) calendar days after executing this Agreement, by sending a written notice to John G. Moore, Chief Legal Officer and Secretary of Leggett & Platt, Incorporated, via regular mail at P.O. Box 757, Carthage, Missouri 64836, via fax to (417) 358-8449, or via email to john.moore@leggett.com. Executive also understands that this Agreement does not become effective or enforceable until the revocation period has expired and Executive has not exercised his right of revocation.

[Signature page follows.]

PLEASE READ CAREFULLY. YOU ARE GIVING UP THE RIGHT TO RECOVER ANY MONETARY DAMAGES OR OTHER RELIEF ARISING FROM ANY KNOWN AND UNKNOWN LEGAL CLAIMS THAT YOU HAVE AGAINST LEGGETT & PLATT, INCORPORATED BY SIGNING THIS AGREEMENT.

EXECUTED as of this 31st day of December, 2015.

/s/ David S. Haffner

David S. Haffner

“Executive”

EXECUTED as of this 31st day of December, 2015.

Leggett & Platt, Incorporated

“Employer”

By: /s/ John G. Moore

John G. Moore

Senior Vice President – Chief Legal and HR Officer and
Secretary