
**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):
July 11, 2014

INFINERA CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-33486
(Commission
File Number)

77-0560433
(IRS Employer
Identification No.)

140 Caspian Court
Sunnyvale, CA 94089
(Address of principal executive offices, including zip code)

(408) 572-5200
(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:

- 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))



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

(b) *Departure of Named Executive Officer.* On July 11, 2014, Alastair A. Short delivered his resignation from his position as Senior Vice President, General Counsel and Secretary of the Company to be effective as of August 15, 2014. In connection with Mr. Short's resignation, the Company and Mr. Short will enter into a Separation Agreement and General Release of Claims (the "Separation Agreement"). Under the Separation Agreement and subject to the terms and conditions set forth therein, Mr. Short will receive the following:

- A lump-sum cash payment equal to the salary paid to Mr. Short during his period of employment in accordance with the Company's executive severance policy;
- Payment of Mr. Short's COBRA premiums for continuation of health benefits for a period of twelve (12) months;
- A midyear bonus payout in accordance with the Company's fiscal year 2014 Bonus Plan; and
- Accelerated vesting of the portion of Mr. Short's restricted stock units that were scheduled to vest in November 2014.

The foregoing description of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

10.1 Separation Agreement and General Release of All Claims between Alastair A. Short and the Company.

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.

INFINERA CORPORATION

Date: July 16, 2014

By: /s/ BRAD FELLER

Brad Feller
Chief Financial Officer

**CONFIDENTIAL SEPARATION AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Separation Agreement and General Release of All Claims ("Agreement") is made by and between Infinera Corporation (the "Company") and Alastair Short ("Employee") with respect to the following facts:

A. Employee is currently employed by the Company.

B. Employee's employment with the Company will terminate effective August 15, 2014 ("Separation Date"). The Company wishes to reach an amicable separation with Employee and assist Employee's transition to other employment.

C. The parties desire to settle all claims and issues that have, or could have been raised, by Employee in relation to Employee's employment with the Company and arising out of or in any way related to the acts, transactions or occurrences between Employee and the Company to date, including, but not limited to, Employee's employment with the Company or the termination of that employment, on the terms set forth below.

THEREFORE, in consideration of the promises and mutual agreements set forth below, it is agreed by and between the undersigned as follows:

1. Severance Package. The Company agrees to provide Employee with the following payments and benefits ("Severance Package"). Employee acknowledges and agrees that this Severance Package constitutes adequate legal consideration for the promises and representations made by Employee in this Agreement.

1.1 Severance Payment. The Company agrees to provide Employee with a severance payment of \$296,827.10, less all appropriate federal and state income and employment taxes ("Severance Payment"). The Severance Payment will be made in a lump sum payment following the Effective Date as described below in paragraph 10.

1.2 Continuation of Group Health Benefits. The Company agrees to pay the premiums required to continue Employee's group health care coverage for a period of twelve (12) months under the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), provided that Employee elects to continue and remains eligible for these benefits under COBRA, and does not obtain health coverage through another employer during this period.

1.3 Acceleration of RSU Vesting. The Company agrees to accelerate the vesting of 23,182 shares of restricted stock that Employee has scheduled to vest in November 2014 (grant no. 00012228). The acceleration of vesting will occur immediately following the Effective Date of this Agreement.

1.4 Payment of mid-year bonus. The Company agrees to make a bonus payment of \$63,000, less all appropriate federal and state income and employment taxes ("Mid-Year Bonus Payment") calculated in accordance with mid-year payout provisions of the Infinera Corporation Bonus Plan.

2. General Release. Employee unconditionally, irrevocably and absolutely releases and discharges the Company, and any parent and subsidiary corporations, divisions and affiliated corporations, partnerships or other affiliated entities of the Company, past and present, as well as the Company's employees, officers, directors, agents, successors and assigns (collectively, "Released Parties"), from all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law, including, but not limited to, Employee's employment with the

Company, the termination of Employee's employment, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Employee's employment with the Company. This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code or the federal Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, and all claims for attorneys' fees, costs and expenses. Employee expressly waives Employee's right to recovery of any type, including damages or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Employee or on Employee's behalf, related in any way to the matters released herein. However, this general release is not intended to bar any claims that, by statute, may not be waived, such as claims for workers' compensation benefits, unemployment insurance benefits, and any challenge to the validity of Employee's release of claims under the Age Discrimination in Employment Act of 1967, as amended, as set forth in this Agreement.

3. California Civil Code Section 1542 Waiver . Employee expressly acknowledges and agrees that all rights under section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Representation Concerning Filing of Legal Actions . Employee represents that, as of the date of this Agreement, Employee has not filed any lawsuits, charges, complaints, petitions, claims or other accusatory pleadings against the Company or any of the other Released Parties in any court or with any governmental agency.

5. Wages and Benefits . Employee acknowledges that Employee has been paid all compensation, benefits, vacation and other amounts owed Employee for all time worked through the Separation Date. Coverage under the Company's group medical plan is effective through August 31, 2014. Any funds Employee has in the Company's 401(k) plan shall be handled in accordance with the terms and conditions of that plan. All other compensation and benefits shall cease on the Separation Date. Other than the foregoing and the amounts set forth in paragraph 1, the Company shall owe Employee no further compensation and/or benefits.

6. Nondisparagement . Employee agrees that Employee will not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of the Company or any of the other Released Parties.

7. Confidentiality and Return of the Company Property . Employee understands and agrees that as a condition of receiving the Severance Payment in paragraph 1, all Company property must be returned to the Company on or before the Separation Date. By signing this Separation Agreement, Employee represents and warrants that Employee will have returned to the Company on or before the Separation Date, all the Company property, data and information belonging to the Company and agrees that Employee will not use or disclose to others any confidential or proprietary information of the Company or the Released Parties. Employee further agrees to comply with the continuing obligations regarding confidentiality set forth in the surviving provisions of the Company's Confidential Information and Invention Assignment Agreement.

8. Non-Solicitation. For a period of one (1) year following the Separation Date, Employee agrees not to, directly or indirectly, separately or in association with others, solicit or otherwise interfere with, impair, disrupt or damage the Company's relationship with any of its employees.

9. No Admissions. By entering into this Agreement, the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

10. Older Workers' Benefit Protection Act. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. sec. 626(f). Employee, by this Agreement, is advised to consult with an attorney before executing this Agreement.

10.1 Acknowledgments/Time to Consider. Employee acknowledges and agrees that (a) Employee has read and understands the terms of this Agreement; (b) Employee has been advised in writing to consult with an attorney before executing this Agreement; (c) Employee has obtained and considered such legal counsel as Employee deems necessary; (d) Employee has been given twenty-one (21) days to consider whether or not to enter into this Agreement (although Employee may elect not to use the full 21-day period at Employee's option); and (e) by signing this Agreement, Employee acknowledges that Employee does so freely, knowingly, and voluntarily.

10.2 Revocation/Effective Date. This Agreement shall not become effective or enforceable until the eighth day after Employee signs this Agreement. In other words, Employee may revoke Employee's acceptance of this Agreement within seven (7) days after the date Employee signs it. Employee's revocation must be in writing and received by Stacey Salazar, V.P. of Human Resources by 5:00 p.m. Pacific Time on the seventh day in order to be effective. If Employee does not revoke acceptance within the seven (7) day period, Employee's acceptance of this Agreement shall become binding and enforceable on the eighth day ("Effective Date"). The Severance Package shall become due and payable in accordance with paragraph 1, provided this Agreement has not been revoked.

10.3 Preserved Rights of Employee. This Agreement does not waive or release any rights or claims that Employee may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement. In addition, this Agreement does not prohibit Employee from challenging the validity of this Agreement's waiver and release of claims under the Age Discrimination in Employment Act of 1967, as amended.

11. Full Defense. This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by Employee in breach hereof.

12. Ownership Interest. Employee warrants and represents that Employee is the sole and lawful owner of all right, title and interest in and to all of the respective released matters and that Employee has not voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any other person or entity any released matter or any part or portion thereof.

13. Severability. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected thereby.

14. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.

15. Entire Agreement; Modification. This Separation Agreement, including the surviving provisions of the Company's Confidential Information and Invention Assignment Agreement previously executed by Employee and the Company herein incorporated by reference, is intended to be the entire agreement between the parties and supersedes and cancels any and all other and prior agreements,

written or oral, between the parties regarding this subject matter. This Separation Agreement may be amended only by a written instrument executed by all parties hereto.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: _____

By: _____
Alastair A. Short

INFINERA CORPORATION

Dated: _____

By: _____