

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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 24, 2013

**PDL BIOPHARMA, INC.**

(Exact name of Company as specified in its charter)

000-19756

(Commission File Number)

Delaware  
(State or Other Jurisdiction of  
Incorporation)

94-3023969  
(I.R.S. Employer Identification No.)

**932 Southwood Boulevard**  
**Incline Village, Nevada 89451**  
(Address of principal executive offices, with zip code)

**(775) 832-8500**  
(Company's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company 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.**

*Appointment of David Montez, Controller and Chief Accounting Officer*

On July 24, 2013, PDL BioPharma, Inc. (the Company) announced its appointment of David Montez as Controller and Chief Accounting Officer, effective July 24, 2013. Mr. Montez will replace Mr. Garcia in his temporary role as Acting Chief Accounting Officer.

Mr. Montez, age 40, brings more than a decade of accounting experience to the role. Before joining PDL, Mr. Montez served as the Director of Finance and Corporate Controller at GlassPoint Solar, Inc., the leader in solar enhanced oil recovery, where he managed multiple functions including global finance, accounting, IT and human resources. From 2005 to 2011, Mr. Montez was an Audit Senior Manager with Moss Adams. Mr. Montez has also served as Revenue Controller for Harmonic Inc. and began his accounting career at PricewaterhouseCoopers, LLP. Mr. Montez received a B.A. from the University of Utah and is a certified public accountant.

In connection with joining the Company, Mr. Montez entered into an employment offer letter with the Company (the Offer Letter). Pursuant to the Offer Letter, Mr. Montez is an at-will employee. Mr. Montez's base salary will be \$240,000 and his annual target bonus opportunity is equal to 30% of his annual base salary, with the actual bonus amount earned dependent upon Company and individual performance. The Company extended Mr. Montez a housing allowance of \$1,500 per month for five years and will reimburse Mr. Montez up to \$10,000 for his actual moving expenses, transportation and incidental expenses related to moving proximate to our headquarters in Incline Village, Nevada.

On August 5, 2013, the Company will grant Mr. Montez a long-term incentive award under our 2014 Long-Term Incentive Plan (a description of the plan was filed with the Securities and Exchange Commission in a Current Report on Form 8-K on January 29, 2013) comprised of two components: (i) the right to receive \$70,400 in cash and (ii) a number of unvested restricted shares of PDL common stock with a value equal to \$30,200 (based on the closing price of our common stock on August 5, 2013). Pursuant to the terms of the 2014 Long-Term Incentive Plan and subject to Mr. Montez's continued employment through December 12, 2014, the long-term incentive award will vest and become payable upon December 12, 2014.

In connection with his employment, Mr. Montez will enter into our standard form of severance agreement (filed with the Securities and Exchange Commission as Exhibit 10.1 to Current Report on Form 8-K on May 26, 2011) (the Severance Agreement). If Mr. Montez's employment is terminated by the Company without "Cause" or he resigns for "Good Reason," as those terms are defined in the Severance Agreement, Mr. Montez will receive (a)(i) a lump sum cash payment equal to 100% of the sum of his annual base salary, (ii) 75% of his annual target bonus for the year in which separation occurs and (iii) 12 months of COBRA benefits and (b)(i) any unvested cash payments and equity awards under any long-term incentive plan in effect at the date of separation shall ratably accelerate, vest and pay in proportion to the time lapsed during the vesting period, as increased by any adjustments and milestones earned by the time of payment, and (ii) any accrued and unpaid dividends and interest on the then unvested equity awards shall vest and pay; provided that such payments will be contingent upon his signing a release of all claims against the Company.

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The Offer Letter is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. The foregoing description of the Offer Letter is qualified in its entirety by reference to Exhibit 10.1.

**Item 8.01 Other Events.**

On July 24, 2013, the Company issued a press release announcing Mr. Montez's appointment. The press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
10.1	Offer Letter between the Company and David Montez, executed July 4, 2013
99.1	Press Release

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PDL BioPharma, inc.  
(Company)

By: /s/ Peter S. Garcia  
Peter S. Garcia  
Vice President and Chief Financial Officer

Dated: July 24, 2013

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EXHIBIT INDEX

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10.1	Offer Letter between the Company and David Montez, executed July 4, 2013
99.1	Press Release



932 Southwood Boulevard  
Incline Village, NV 89451  
Phone: (775) 832-8500  
Fax: (775) 832-8501

July 3, 2013

Mr. David L. Montez

Dear Dave:

On behalf of PDL BioPharma, Inc. ("PDL" or "we"), I am pleased to extend to you an employment offer for the position of Controller and Chief Accounting Officer. We would work with you to fix a start date within a reasonable time of the date of this offer letter. You would report to me as PDL's Chief Financial Officer (the "CFO"). You would be expected to work full time at our principal place of business at 932 Southwood Boulevard, Incline Village, Nevada 89451.

You agree that you will devote your full business time and efforts to PDL. You agree that you will not engage in any other business or serve in any position with, or as a consultant or adviser to, any other corporation or entity (including as a member of such corporation's or entity's board of directors or other governing or advising body), without the prior written consent of PDL's Board. Notwithstanding the foregoing, but only for so long as such activities in the aggregate do not materially interfere with your duties hereunder or create a business or fiduciary conflict, you will not be prohibited from (i) participating in charitable, civic, educational, professional, community or industry affairs (including membership on boards of directors), (ii) managing your passive personal investments, and (iii) continuing your service in the positions that you held as of the date of this Offer Letter, which positions you have disclosed to the Board, provided that any such service obligation is not materially increased beyond what you have disclosed to us.

#### Base Salary

Your annual base salary (as in effect from time to time, "Base Salary") will be \$240,000, less applicable taxes and withholdings, and will be payable in accordance PDL's payroll procedures. Your Base Salary shall be reviewed each year but will not be subject to decrease unless such decrease is part of an overall reduction effected for executive officers of PDL.

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### Target Bonus

Your annual target bonus will be set at thirty percent (30%) of your annual Base Salary. Your bonus will be based seventy-five percent (75%) on your contribution to PDL's achievement of its goals and objectives and twenty-five percent (25%) on your individual performance as determined by the CFO and the Compensation Committee of the Board. For additional details regarding the 2013 Bonus Plan, please see Attachment A. We will work together to develop your personal goals for 2013.

### Long-Term Incentive

Effective ten (10) days following your hire date, PDL will grant you a long term incentive award (the "Long-Term Incentive") comprised of two components: (i) the right to receive \$70,400 in cash; and (ii) a number of unvested restricted shares of PDL common stock with a Grant Value equal to \$30,200. For this purpose, "Grant Value" means the closing price of PDL's common stock on the tenth (10<sup>th</sup>) day following your hire date or, if the tenth (10<sup>th</sup>) day following your hire date is not a trading day, then the closing price of the next trading day.

Subject to your continued employment through December 12, 2014 ("Vesting Period"), the Long-Term Incentive will vest and become payable upon December 12, 2014 ("Vesting Date"). The cash component may be increased based on company performance. If any of the performance goals set forth in the 2014 Long-Term Incentive Plan, attached as Attachment B, are achieved on or before December 12, 2014, then you may receive an additional cash payment equal to a percentage of your target cash payment ("Adjustment"). The amount of the Adjustment and the achievement of each performance goal will be determined by PDL's Compensation Committee in its sole discretion, provided that the aggregate maximum cash payment may not exceed three times (3x) your target cash payment.

Dividend payments and other distributions made on the restricted share component of the Long-Term Incentive during the Vesting Period will accrue through the Vesting Period and will be paid, plus interest (based on the prevailing interest rate of the *Merrill Lynch FFI Select Institutional Fund*), to you on the Vesting Date.

In the event of a Change in Control, (i) the vesting of the restricted stock award, (ii) the payment of any accrued but unpaid dividends or other distributions, plus interest (at the rate set forth above), and (iii) the payment of the target cash payment, plus any Adjustments that the Compensation Committee determines has been earned as of the Change in Control, will accelerate and pay in connection with the Change in Control.

The Compensation Committee has indicated that it intends to adopt annually long term incentive plans similar to the above 2013-14 Long Term Incentive Plan. The Compensation Committee reserves the right to modify any or all of the terms of future long term incentive plans, including the cessation of such future long term incentive plans.

For additional details regarding the Long-Term Incentive program, please see Attachment B.

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Termination without Cause or Resignation for Good Reason

If you are terminated without Cause or resign for Good Reason, (a) you will receive a lump sum cash payment equal to (i) one hundred percent (100%) of the sum of your Base Salary in effect immediately prior to the time of separation, (ii) seventy-five percent (75%) of the sum of your annual target bonus for the year in which separation occurs and (iii) twelve months of COBRA Benefits and (b)(i) any unvested cash payments and equity awards under any long-term incentive plan in effect at the date of separation shall ratably accelerate, vest and pay in proportion to the time lapsed during the vesting period, as increased by any adjustments and milestones earned by the time of payment and (ii) any accrued and unpaid dividends and interest on the then unvested equity awards shall vest and pay; provided that such payment and other benefit shall be contingent upon your signing a release of all claims against PDL in a form acceptable to the Company.

For additional details regarding your severance benefits and the meanings of "Cause" and "Good Reason," please see Attachment C.

Housing and Relocation Assistance

Because PDL is domiciled in Nevada and because of your need to relocate, PDL will provide assistance to you to rent or purchase housing in Nevada proximate to PDL's offices. PDL will pay up to \$1,500 per month for five years in housing assistance. In addition, to defray your moving expenses, PDL will reimburse you for such expenses up to \$10,000.

Health and Related Benefits

Through TriNet, PDL provides a welfare benefits package, including a comprehensive medical policy and dental plan, as well as life insurance coverage, in which you will be eligible to participate in accordance with PDL guidelines. In general, PDL pays 100% of premiums for employee medical, employee dental and employee vision coverage. In addition, PDL funds between 90% and 95% of premiums for medical, dental and vision coverage for spouse, dependent, and domestic partner coverage. Exact reimbursement varies by plan selected.

For a summary of these benefits and your options, please see Attachment D.

Holidays, Vacation and Sick Leave

In 2013, full-time employees will be paid as if they worked ten (10) designated holidays. PDL also offers one (1) Unrestricted Floating Holiday during the calendar year to regular full-time employees. An Unrestricted Floating Holiday may be used at any time for any occasion, provided that the employee obtains advance management approval for the scheduled usage of the Unrestricted Floating Holiday.

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In addition, each full-time employee accrues vacation time based on the number of regular hours worked. In any calendar year, you can accrue up to one hundred and sixty hours (160) hours or twenty (20) days of paid vacation time. Usage and scheduling of time off is subject to the direction and approval of your supervisor.

Finally, PDL offers sick leave when your own illness prevents you from reporting to work. Your sick leave is calculated in increments for each pay period and, like vacation time, is based upon hours worked. You can accrue up to forty-eight (48) hours or six (6) days of sick leave annually. For additional details regarding these policies, please see Attachment D.

#### 401(k) Plan

Through Fidelity, PDL provides the opportunity for its employees to participate in our 401(k) Plan. Under the terms of PDL's 401(k) Plan, the company matches 100% of the employee's contribution up to 3% of their salary and matches 50% of the employee's contribution from 3% to 5% of their salary. Vesting under the 401(k) Plan is immediate. The Compensation Committee reserves the right to modify any or all of the terms of PDL's 401(k) Plan, including cessation of the 401(k) Plan.

#### Other Important Information

Your employment with PDL will not be for a set term, and you will be an at-will employee. As a PDL employee, you will be free to resign at any time, just as we will be free to terminate your employment at any time, with or without Cause. There will be no expressed or implied agreements to the contrary.

PDL intends that payments and benefits provided to you pursuant to this Offer Letter be exempt from or comply with all applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended. Any ambiguities in this Offer Letter shall be construed in a manner consistent with such intent.

For purposes of federal immigration law, you will be required to provide PDL documentary evidence of your identity and eligibility for employment in the United States. We will also request your authorization to complete a pre-employment background check.

To indicate your acceptance of our offer, please sign and date this Offer Letter in the space provided below and return it, along with a signed copy of the enclosed Proprietary Information and Invention Assignment Agreement, to Peter Garcia. By executing this Offer Letter, you hereby represent that your execution hereof and performance of your obligations hereunder do not and will not contravene or otherwise conflict with any other agreement to which you are a party or any other legal obligation applicable to you. This Offer Letter, along with the Proprietary Information and Invention Assignment Agreement, supersedes any prior representations or agreements, whether written or oral, with respect to our offer of employment to you. This Offer Letter may not be modified or amended except by a written agreement, signed by PDL and you.

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We are very excited at the prospect of your joining the PDL team and I personally look forward to working with you.

Sincerely,

**PDL BioPharma, Inc.**

/s/ Peter S. Garcia  
Peter S. Garcia  
VP, Chief Financial Officer

Accepted by:

David L. Montez

/s/ David L. Montez

Date July 4, 2013

**Contacts:**

Peter Garcia  
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**PDL BioPharma Appoints David Montez  
as Controller and Chief Accounting Officer**

INCLINE VILLAGE, NV, July 24, 2013 – PDL BioPharma, Inc. (PDL) (NASDAQ: PDLI) today announced that the Company has appointed David Montez, CPA, as controller and chief accounting officer. Mr. Montez's appointment is effective as of today.

"Dave brings more than 13 years of experience in overseeing accounting and financial functions across public and private companies and public accounting firms, and we are pleased to welcome him to our team" stated Peter Garcia, vice president and chief financial officer of PDL BioPharma. "We believe that his knowledge of accounting and financial reporting procedures will enhance and further strengthen our finance team."

Mr. Montez joins PDL from GlassPoint Solar, Inc., where he served as director of finance and corporate controller managing a large team and the company's reporting processes. Prior to that, Mr. Montez served for six years at Moss Adams LLP as an audit senior manager. As a partner candidate, he managed and mentored over 80 people during his tenure there and provided consulting and audit services to multiple companies, many of which were in the life sciences sector. Previously, he was controller at Harmonic Inc. and senior associate at PricewaterhouseCoopers LLP. Mr. Montez is a licensed certified public accountant (CPA) and holds a BA in Accounting from the University of Utah.

**About PDL BioPharma**

PDL pioneered the humanization of monoclonal antibodies and, by doing so, enabled the discovery of a new generation of targeted treatments for cancer and immunologic diseases. Today, PDL is focused on intellectual property asset management, investing in new income generating assets and maximizing value for its shareholders. For more information, please visit [www.pdl.com](http://www.pdl.com).

NOTE: PDL BioPharma and the PDL BioPharma logo are considered trademarks of PDL BioPharma, Inc.

**Forward-looking Statements**

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Each of these forward-looking statements involves risks and uncertainties. Actual results may differ materially from those, express or implied, in these forward-looking statements. Important factors that could impair the Company's business are disclosed in the risk factors contained in the Company's 2012 Annual Report on Form 10-K filed with the Securities and Exchange Commission. All forward-looking statements are expressly qualified in their entirety by such factors. We do not undertake any duty to update any forward-looking statement except as required by law.