
**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): April 13, 2018

HOUSTON WIRE & CABLE COMPANY
(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

000-52046
(Commission File Number)

36-4151663
(IRS employer identification no.)

**10201 North Loop East
Houston, TX**
(Address of principal executive offices)

77029
(Zip code)

Registrant's telephone number, including area code: **(713) 609-2100**

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Appointment of Principal Financial Officer and Principal Accounting Officer

On April 13, 2018, Houston Wire & Cable Company (the “Company”) announced that Christopher M. Micklas will join the Company on April 16, 2018 as Vice President and Chief Financial Officer. Mr. Micklas also will serve as the Company’s principal accounting officer. As previously reported, Nicol G. Graham, the Company’s current Chief Financial Officer and principal accounting officer, announced his intention to retire from the Company this year. Mr. Graham will retire as an employee effective April 16, 2018 and will remain with the Company in a consulting role for one year to assist with the transition.

Mr. Micklas, 51, was most recently the Chief Financial Officer and Chief Accounting Officer at Par Pacific Holdings, Inc., a Houston-based oil and gas exploration company, from December 2013 until April 2017. Mr. Micklas was previously the Director of Finance for the COO Office and Global LNG Business at BG Group, a British multinational oil and gas company now a unit of Royal Dutch Shell, from 2010 to 2013.

As outlined in his offer letter from the Company, Mr. Micklas will receive an annual base salary of \$300,000, a maximum annual cash bonus opportunity under the Company’s Senior Management Bonus Program of 50% of base salary, subject to the attainment of certain performance goals (with a guaranteed minimum bonus for 2018 of 30% of base salary from his date of hire) and a one-time award of restricted stock units with a grant date value equal to the value of Company common stock Mr. Micklas commits to purchase with his own funds, up to a maximum of \$200,000. Mr. Micklas will participate in the Company’s Stock Plan and vacation and benefit plans on the same terms as other members of senior management. Beginning January 1, 2019, Mr. Micklas will participate in a new bonus program that will provide for a maximum bonus equal to 60% of base salary, subject to the same performance measures as the CEO’s incentive plan. In addition, the CEO intends to recommend to the Compensation Committee of the Board of Directors that beginning in 2019 it award to Mr. Micklas an annual grant of time-based restricted stock units having a grant date value of \$75,000 and performance-based restricted stock units having a target grant date value of \$75,000 and a maximum grant date value of \$112,500.

The Company has agreed that, if there is a change in control (as defined in the Company’s 2017 Stock Plan), and within two years following the change in control Mr. Micklas’ employment is terminated by the Company (or its successor) for any reason other than cause, or Mr. Micklas terminates his employment for good reason, he will be entitled to a lump sum payment equal to the sum of one year of his base salary then in effect plus the amount of his annual bonus for the most recently completed fiscal year. “Cause” and “good reason” are defined in the offer letter.

The foregoing summary of the offer letter does not purport to be complete and is qualified in its entirety by reference to the complete text of the letter, a copy of which is attached as Exhibit 10.1. A copy of the Company’s press release announcing Mr. Micklas’ appointment is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Index

10.1 [Letter Agreement dated April 5, 2018 between the Company and Christopher M. Micklas](#)

99.1 [Press Release of Houston Wire & Cable Company dated April 13, 2018](#)

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.

HOUSTON WIRE & CABLE COMPANY

Date: April 13, 2018

By: /s/ James L. Pokluda III

Name: James L. Pokluda III

Title: President and Chief Executive Officer



April 5, 2018

Mr. Christopher Micklas
19 Red Barn Way
Spring, TX 77389

Dear Chris:

Houston Wire & Cable Company (HWCC or the "Company") is pleased to offer you the position of Chief Financial Officer (CFO). This offer is contingent upon you signing and agreeing to abide by the enclosed Non-Compete Agreement, and successful completion of a background check and urinalysis drug screen. Your employment will begin on or about April 16, 2018.

The offer is as follows:

Compensation

- Bi-weekly base salary equal to \$11,538.46 (or annual equivalent of \$300,000)
- Bi-weekly car allowance of \$346.15, taxable (or annual equivalent of \$9,000.00), or participation in the Company's automobile program
- Company gas card

Bonus Incentive

- You will be eligible to participate in the 2018 Executive Officer Bonus Program on a pro-rated basis from your employment date through December 31, 2018. The 2018 program provides for a maximum bonus of 50% of base salary based on adjusted EBITDA, sales of targeted products, and working capital efficiency. You will receive a guaranteed minimum bonus for 2018 equal to 30% of your salary from your employment date through year-end, subject to receiving a greater amount in accordance with the 2018 program based on the Company's actual performance.
- Subject to Compensation Committee approval on May 8, 2018, you will receive a time-vested equity grant of HWCC restricted stock units under our 2017 Stock Plan with a grant date value equal to the value of HWCC common stock you commit to purchase with your personal funds, up to a maximum of \$200,000.00.
- Effective January 1, 2019 you will be eligible to participate in a new bonus program that will provide for a maximum bonus equal to 60% of base salary based on the same performance measures as the CEO's incentive plan. In addition, I intend to recommend to the Compensation Committee that it award to you under the Stock Plan an annual time-vested equity grant of HWCC restricted stock units with a value equal to \$75,000.00, and an annual grant of HWCC performance stock units with a maximum value equal to \$112,500.00.

Severance

- If there is a change in control of the Company, and within two years following the change in control your employment is terminated by the Company (or its successor) for other than cause, or you terminate your employment for good reason, you will be entitled to a lump sum payment, made within ten days of the termination, equal to the sum of (i) one year of your base salary then in effect and one times the amount of the annual bonus paid to you for the most recently completed fiscal year.
- For this purpose, (i) “change in control” has the meaning set forth in the 2017 Stock Plan as of the date of this letter; (ii) “cause” means (A) your material neglect of your assigned duties (for other than disability) that continues for 30 days following receipt of written notice from the Board, (B) your commission of fraud or embezzlement against the Company or its affiliates or the commission of any felony or act involving dishonesty, (C) a breach of the Company’s code of ethics, written policy, the Non-Compete Agreement or any non-disclosure or confidentiality agreement between you and the Company, or (D) your commencement of employment with another company while still an employee of the Company without the prior consent of the Board; and (iii) “good reason” means (A) the relocation of the Company’s principal executive offices to outside the Houston, Texas metropolitan area, (B) a material reduction in your responsibilities, duties, authority, position, title or reporting relationship (other than a reduction or loss resulting from the Company no longer being publicly owned), or (C) a material reduction in your then current base salary or cash bonus opportunity, provided that in each case you first give the Company written notice of your basis for a good reason termination and the Company does not remedy the circumstances within 30 days following receipt of your notice.

We greatly look forward to having you join our Company and becoming a member of our team. However, we recognize that you retain the option, as does the Company, of ending your employment with the Company at any time, with or without notice or cause. As such, your employment with the Company is at-will, the Company retains the right to modify the terms and conditions of employment, and neither this letter nor any other oral or written representations may be considered a contract for any specific period of time.

Thank you for expressing an interest in HWCC. We are looking forward to your leadership and contributions in this role.

Sincerely,

/s/ James L. Pokluda III

James L. Pokluda III
President & CEO

Mr. Christopher Micklas Page 3

The provisions of this offer of employment have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon the successful completion of a background check, drug test, and execution of a Non-Compete Agreement.

/s/ Christopher Micklas
Christopher Micklas

Christopher Micklas Joins Houston Wire & Cable Company as the New Vice President and Chief Financial Officer

HOUSTON, April 13, 2018 (GLOBE NEWSWIRE) -- Houston Wire & Cable Company (Nasdaq: HWCC), a leading supplier of electrical cable, steel wire rope, and stainless steel fasteners, announced today the appointment of Mr. Christopher M. Micklas as its Vice President and Chief Financial Officer, effective April 16, 2018. Mr. Micklas will also serve as the Company's principal accounting officer.

Mr. Micklas, 51, brings 29 years of public and private company experience in finance and operations to HWCC. Mr. Micklas spent 13 years with the General Electric Company in senior finance and business development roles, and 7 years with the Shell Oil Company in senior finance roles. In 2008, he was named Chief Financial Officer of Ennis Paint, and in 2010, he became Director of Finance for the \$20 billion exploration division of BG Group. Most recently Mr. Micklas was Chief Financial Officer for Par Pacific Holdings (NYSE:PARR), a \$2.5 billion holding company with refining, logistics & distribution, marketing/trading operations, and E&P assets. Mr. Micklas holds a BS in Finance from Siena College in Loudonville, New York.

Mr. James L. Pokluda III, HWCC's President & Chief Executive Officer commented: "Chris is an excellent addition to the HWCC team. He is a seasoned executive with significant experience in senior finance roles in both public and private companies in multiple industries. We are delighted that he has joined our team, and we are looking forward to his contributions as we execute our strategic plan and multiple business development initiatives."

About the Company

With 43 years' experience in the industry, Houston Wire & Cable Company, an industrial distributor, is a large provider of products in the U.S market. Headquartered in Houston, Texas, the Company has sales and distribution facilities strategically located throughout the United States.

Standard stock items available for immediate delivery include continuous and interlocked armor cable; instrumentation cable; medium voltage cable; high temperature wire; portable cord; power cable; primary and secondary aluminum distribution cable; private branded products, including LifeGuard™, a low-smoke, zero-halogen cable; mechanical wire and cable and related hardware, including wire rope, lifting products and synthetic rope and slings; corrosion resistant fasteners, hose clamps, and rivets.

Comprehensive value-added services include same-day shipping, knowledgeable sales staff, inventory management programs, just-in-time delivery, logistics support, customized online ordering capabilities and 24/7/365 service.

CONTACT:

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