Edgar Filing: Capnia, Inc. - Form 4

Comis In

Form 4	~									
Check this box if no longer subject to Section 16. SECURITIES STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF Section 16. SECURITIES SECURITIES							3235-0287 January 31, 2005 average urs per			
(Print or Type I	Responses)									
O'Te ala Darrid D			Symbol				5. Relationship of Reporting Person(s) to Issuer			
(Last) 3 TWIN DO 160	(First) ()	Middle) SUITE	Capnia, Inc. [CAPN] 3. Date of Earliest Transaction (Month/Day/Year) 05/15/2015				(Check all applicable) Director 10% Owner X Officer (give title Other (specify below) below) See Remarks			
Filed(Mo				endment, Da nth/Day/Year	0	ıl	Applicable Line) _X_ Form filed by	 6. Individual or Joint/Group Filing(Check Applicable Line) _X_Form filed by One Reporting Person Form filed by More than One Reporting 		
REDWOOL	O CITY, CA 9400	55					Person		eporting	
(City)	(State)	(Zip)	Tab	le I - Non-I	Derivative	Securities A	cquired, Disposed	of, or Beneficia	lly Owned	
1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deeme Execution any (Month/Da	Date, if	3. Transaction Code (Instr. 8) Code V	Disposed (Instr. 3, 4	(A) or of (D)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not (9-02) required to respond unless the form displays a currently valid OMB control number.

 Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned

 (e.g., puts, calls, warrants, options, convertible securities)

1. Title of	2.	3. Transaction Date	3A. Deemed	4.	5. Number of	6. Date Exercisable and Expiration Date	7. Titl
Derivative	Conversion	(Month/Day/Year)	Execution Date, if	Transacti	orDerivative	(Month/Day/Year)	Under
Security	or Exercise		any	Code	Securities		(Instr.

Edgar Filing: Capnia, Inc. - Form 4

(Instr. 3)	Price of		(Month/Day/Ye	ear) (Instr.		Acquired				
	Derivative Security					or Dispose (D) (Instr. 3, 4 and 5)				
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title
Employee Stock Option	\$ 4.66	05/15/2015		А		30,000		06/15/2015(1)(2)(3)(4)(5)(6)	05/15/2025	Con Sto
Reporting Owners										
Repo	rting Owner Na	Relationships								
1 0		Director 1	10% Owner	0	fficer		Other			
O'Toole Da	avid D									

See Remarks

O'Toole David D 3 TWIN DOLPHIN DRIVE, SUITE 160 REDWOOD CITY, CA 94065

Signatures

/s/ David D. O'Toole	05/19/2015			
<u>**</u> Signature of Reporting Person	Date			

Explanation of Responses:

- * If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Beginning on June 15, 2015, One forty-eighth (1/48) of the total number of shares subject to the Option shall vest each month following the Vesting Commencement Date on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), such that all of the shares subject to the Option will have vested as of the fourth anniversary of the

Vesting Commencement Date, subject to Participant continuing to be a Service Provider (as defined in the Plan) through each such date; provided, however, that if Participant is terminated without cause or resigns for good reason occurs within three (3) months prior to, or six (6) months following, a Change in Control of the Company, then one hundred percent (100%) of the Option shall immediately vest and become fully exercisable.

(Continued from Footnote 1) "Cause" means: (i) Participant's act of personal dishonesty in connection with his responsibilities as an employee that is intended to result in Participant's substantial personal enrichment; (ii) Participant being convicted of, or pleading no contest or guilty to, (x) a misdemeanor that the Company reasonably believes has had or will have a material detrimental effect on the

- (2) Company, or (y) any felony; (iii) Participant's gross misconduct; (iv) Participant's willful and continued failure to perform the duties and responsibilities of Participant's position after there has been delivered to Participant a written demand for performance from the Company that describes the basis for the Company's belief that Participant has not substantially performed Participant's duties and Participant has not corrected such failure within thirty (30) days of such written demand;
- (3) (Continued from Footnote 2) or (v) Participant's material violation of any written Company employment policy or standard of conduct, including a material breach of the Participant's confidential information agreement.
- (4) (Continued from Footnote 3) "Good Reason" means Participant's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Participant's consent: (i) a material reduction in Participant's Base Salary, excluding the substitution of substantially equivalent compensation and benefits, that is not generally applicable to all Company senior management or employees of the Company generally; (ii) a material reduction of Participant's or responsibilities, unless Participant is provided with a comparable position; provided, however, that a

Edgar Filing: Capnia, Inc. - Form 4

reduction in authority, duties, or responsibilities solely by virtue of the Company being acquired and made part of a larger entity whether as a subsidiary,

(Continued from Footnote 4) business unit or otherwise (as, for example, when the Chief Executive Officer of the Company remains as such following an acquisition where the Company becomes a wholly owned subsidiary of the acquirer, but is not made the Chief Executive Officer of the acquiring corporation) will not constitute "Good Reason"; or (iii) a material change in the geographic location of

(5) Executive officer of the acquiring corporation) will not constitute Good Reason, of (iii) a material change in the geographic location of Participant's primary work facility or location; provided, that a relocation of fifty (50) miles or less from Participant's then present location or to Participant's home as Participant's primary work location will not be considered a material change in geographic location. In order for an event to qualify as Good Reason,

(Continued from Footnote 5) Participant must not terminate employment with the Company without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the

(6) written houce of the acts of offissions constituting the grounds for "Good Reason" within finite (90) days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than thirty (30) days following the date of such notice, and such grounds must not have been cured during such time.

Remarks:

Senior Vice President, Chief Financial Officer

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.