

I2 TECHNOLOGIES INC  
Form 8-K  
August 08, 2007

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**Form 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): August 6, 2007

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**i2 Technologies, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction

of incorporation)

**000-28030**  
(Commission File Number)

**75-2294945**  
(I.R.S. Employer

Identification No.)

**One i2 Place**

**11701 Luna Road**

**Dallas, Texas**  
(Address of principal executive offices)

**75234**  
(Zip Code)

**Registrant's telephone number, including area code: (469) 357-1000**

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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 registrant under any of the following provisions:

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- .. 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.**

On August 6, 2007, Barbara D. Stinnett and i2 Technologies, Inc. ( i2 or the Company ) entered into an Agreement and General Release (the Resignation Agreement ). The Resignation Agreement is subject to revocation by Ms. Stinnett for a period of seven days following the date of its execution and delivery. A copy of the Resignation Agreement is attached as Exhibit 10.1 hereto.

Pursuant to the Resignation Agreement, Ms. Stinnett resigned from all employee and officer positions and offices with the Company effective July 31, 2007. Under the Resignation Agreement, the Company agreed to (i) pay Ms. Stinnett severance equal to six months of salary at her normal rate of pay plus six months of on target earnings bonus potential, payable in semi-monthly payments, and (ii) continue Ms. Stinnett s medical and dental benefits during the six-month severance period. The Resignation Agreement also provides for the accelerated vesting of 8,333 restricted stock units that otherwise were scheduled to vest on August 21, 2007 and October 3, 2007. All of the foregoing benefits are contingent upon Ms. Stinnett s compliance with the terms of the Resignation Agreement.

Ms. Stinnett is subject to certain confidentiality, non-disparagement, non-compete and non-solicitation obligations under the terms of the Resignation Agreement.

**Item 1.02. Termination of a Material Definitive Agreement.**

Pursuant to the Resignation Agreement, the Company and Ms. Stinnett agreed that the Resignation Agreement fully supersedes and terminates all prior agreements and understandings between them (other than an employee proprietary information agreement previously executed by Ms. Stinnett, the terms of the Company s stock option plan applicable to options held by Ms. Stinnett and any applicable arbitration agreement previously executed by Ms. Stinnett). Accordingly, the Resignation Agreement supersedes and terminates the Employment Agreement dated September 26, 2005 between i2 and Ms. Stinnett (the Employment Agreement ).

The Employment Agreement provided for Ms. Stinnett to serve as i2 s Executive Vice President and Chief Customer Officer for an initial term expiring October 2, 2006 (the Initial Term ), after which date Ms. Stinnett s employment continued on an at will basis. Under the Employment Agreement, Ms. Stinnett was entitled to receive a salary equivalent to \$475,000 per annum and, during the Initial Term, an incentive bonus of up to 50% of her base salary. In addition, pursuant to the terms of the Employment Agreement Ms. Stinnett received a restricted stock grant of 15,000 shares of i2 common stock and an option to purchase 100,000 shares of common stock at an exercise price of \$19.39. The Employment Agreement also required i2 to pay certain relocation benefits for Ms. Stinnett s relocation to Dallas, Texas. In lieu of such benefits, the Company paid Ms. Stinnett an amount equal to \$6,000 per month together with a gross-up of the taxable portion of such amount.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

10.1 Agreement and General Release dated August 6, 2007 between i2 Technologies, Inc. and Barbara D. Stinnett.

**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.

Dated: August 8, 2007

**i2 TECHNOLOGIES, INC.**

By: /s/ Michael J. Berry  
Michael J. Berry  
Executive Vice President, Finance and

Accounting, and Chief Financial Officer

**INDEX TO EXHIBITS**

**Exhibit**

<b>Number</b>	<b>Description</b>
10.1	Agreement and General Release dated August 6, 2007 between i2 Technologies, Inc. and Barbara D. Stinnett.