

**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): February 20, 2024

DULUTH HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Wisconsin
(State or other jurisdiction
of incorporation)

001-37641
(Commission
File Number)

39-1564801
(IRS Employer
Identification No.)

201 East Front Street
Mount Horeb, Wisconsin 53572
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (608) 424-1544

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class B Common Stock, No Par Value	DLTH	NASDAQ Global Select Market

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**

On February 20, 2024, the Compensation Committee (the “Committee”) of the Board of Directors of Duluth Holdings Inc. (the “Company”) approved the Amended and Restated Annual Incentive Plan (the “Plan”). The Committee amended Section 5 of the Plan to provide the Company with additional flexibility to make awards requiring employment beyond the end of the applicable Performance Year (as defined in the Plan).

The foregoing description of the Plan does not purport to be complete and is qualified in its entirety by reference to such document, a copy of which is attached as Exhibit 10.1 to this filing and incorporated herein by reference.

Item 9.01. **Financial Statements and Exhibits**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amended and Restated Annual Incentive Plan
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

DULUTH HOLDINGS INC.

Dated: February 20, 2024

By: /s/ Samuel M. Sato
Samuel M. Sato
President and Chief Executive Officer

**AMENDED AND RESTATED
ANNUAL INCENTIVE PLAN
OF
DULUTH HOLDINGS INC.**

As Amended and Restated February 20, 2024

1. PURPOSE

The Board of Directors of Duluth Holdings Inc. adopted this Plan on October 6, 2015. The Plan is intended to establish a correlation between the annual incentives awarded to the Participants and the financial performance of the Company or one of its divisions or subsidiaries. The Participants will receive an Incentive Award if the Performance Goals, as fixed by the Committee pursuant to the terms of the Plan, are met. The Plan will be applicable to the fiscal year of Duluth Holdings Inc. beginning on February 1, 2016 and subsequent fiscal years unless and until terminated by the Committee.

2. DEFINITIONS

As used in the Plan, the following terms have the meanings indicated:

- (a) "Board" means the Board of Directors of the Company.
- (b) "Code" means the Internal Revenue Code of 1986, as amended.
- (c) "Committee" means the Compensation Committee of the Board of Directors or a subcommittee thereof.
- (d) "Company" means Duluth Holdings Inc., a Wisconsin corporation.
- (e) "Employee" means an individual who is an employee of the Company or a Subsidiary.
- (f) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.
- (g) "Incentive Award" means an award opportunity granted to a Participant under this Plan enabling the Participant to earn cash compensation from the Company for the applicable Performance Year.
- (h) "Participant" means any Employee to whom an Incentive Award has been granted under the Plan.

(i) "Performance Goal" means the goals identified by the Committee to measure one or more business or other criteria, which may include any of the following criteria and which, where applicable (i) may be set on a pre-tax or after-tax basis, (ii) may include or exclude the impact of changes in currency exchange rates, (iii) may be applied on an absolute or relative basis, (iv) may be valued on a growth or fixed basis, and (v) may be applied on a Company-wide, business segment, or individual basis, all as specified at the time of grant:

- (1) net income;
- (2) revenue;
- (3) earnings per share;
- (4) return on investment;
- (5) return on invested capital;
- (6) return on equity;
- (7) return on assets or net assets;
- (8) shareholder returns (either including or excluding dividends) over a specified period of time;
- (9) financial return ratios;
- (10) cash flow (including, but not limited to, operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment);
- (11) amount of expense;
- (12) economic profit;
- (13) gross profit;
- (14) gross profit margin percentage;
- (15) operating profit;
- (16) operating profit margin percentage;
- (17) amount of indebtedness;
- (18) debt ratios;
- (19) earnings before bonus, interest, taxes, depreciation or amortization (or any combination thereof);
- (20) Share value;
- (21) return on capital employed;
- (22) return on average capital employed;
- (23) strategic business criteria, consisting of one or more objectives based on achieving specified revenue, market penetration, or geographic business expansion goals, or cost targets, or goals relating to acquisitions or divestitures, or any combination of the foregoing;
- (24) customer satisfaction;
- (25) productivity ratios;
- (26) new product invention or innovation;
- (27) attainment of research and development milestones; or
- (28) such other subjective or objective performance measures, including individual goals deemed appropriate by the Committee.

The above Performance Goals may be determined with or without regard to unusual or infrequent items, including, without limitation: changes in accounting principles or the application thereof; unusual or infrequent gains; gains or losses on the sale of assets; currency fluctuations, acquisitions, divestitures, or necessary financing activities; recapitalizations, including stock splits and dividends; expenses for restructuring activities; and other non-operating items, as specified by the Committee upon the grant of an Incentive Award.

(j) "Performance Year" means the Company's fiscal year. The initial Performance Year begins February 1, 2016.

(k) "Plan" means this Annual Incentive Plan.

(l) "Salary" means, except as otherwise provided by the Committee, base salary earned for each Performance Year determined in accordance with principles employed for reporting salary to the shareholders of the Company in the Company's annual proxy statement.

(m) "Subsidiary" shall mean any entity in which the Company owns, directly or indirectly, more than 50% of the voting interests entitled to vote in the election of directors, or any comparable governing body if the entity does not have directors.

3. PARTICIPATION

Participation in the Plan shall be limited to the Company's executive officers. Participation in the Plan in one Performance Year does not guarantee participation in a subsequent Performance Year. A person who becomes a Participant after the commencement of a Performance Year shall be eligible to receive a pro rata Incentive Award pursuant to Section 4, based on the number of full months remaining in the Performance Year after he or she becomes a Participant, or based on such other applicable method established by the Committee at the time such person is designated as a Participant.

4. DETERMINATION OF INCENTIVE AWARDS

(a) During the first ninety (90) days of each Performance Year, the Committee may establish one or more Performance Goals applicable to a Participant to earn an Incentive Award for such Performance Year as it deems appropriate. The Performance Goals may vary from Performance Year to Performance Year. For each Performance Goal, the Committee shall establish a threshold goal for achievement (the minimum level at which an Incentive Award shall be payable), a target goal for achievement (based on the expected achievements by the Company and the Participant), and a maximum goal for achievement (based on outstanding achievement). At the time the Performance Goals are established by the Committee, the Committee may determine whether the Performance Goals may be determined with or without regard to (i) changes in accounting; (ii) unusual or nonrecurring items, including, without limitation, the impact of acquisitions or divestitures, as specified by the Committee; or (iii) changes in income tax rates. Notwithstanding the foregoing, the Committee in its discretion may modify the Performance Goals and targets for a Performance Year after the first ninety (90) days of a Performance Year have elapsed.

(b) During the first ninety (90) days of each Performance Year, the Committee may establish a target Incentive Award for each Participant which may entitle the Participant to earn an amount equal to a percentage of the Participant's Salary in effect at the time the opportunity is established, assuming the target Performance Goal(s) established by the Committee are met. The target award opportunities for Participants may vary from Performance Year to Performance Year. In addition, the Committee shall establish threshold and maximum award opportunities resulting in payments under the Annual Incentive Award in the event the threshold or outstanding Performance goal(s) established by the Committee are met.

(c) Except as otherwise determined by the Committee at the time the award opportunities are established, achievement of a Performance Goal between the threshold goal and the target goal will result in a payout that is linearly interpolated between the threshold and target opportunities and achievement of a Performance goal between the target goal and the maximum goal will result in a payout that is linearly interpolated between the target and maximum opportunities.

(d) Before any Incentive Award may be paid for a Performance Year, the Committee shall certify that the Performance Goals and other requirements of the Plan have been satisfied for the Performance Year. No payments shall be made unless and until the Committee makes this certification.

(e) Even if the Performance Goals applicable to a Participant have been met, (i) no Incentive Award to such Participant with respect to a Performance Year shall exceed \$5,000,000, and (ii) the Committee expressly reserves, in its discretion, the right to adjust any Incentive Award otherwise determined under the Plan to reflect any extraordinary items or such other factors as it may deem relevant if it determines it is in the best interests of the Company to do so.

5. PAYMENT OF INCENTIVE AWARDS

(a) If the Committee has made the certification required pursuant to Section 4(d), subject to Section 4(e), Incentive Awards shall be payable as soon as practicable following such certification, but no later than the end of the calendar year during which such Performance Year has ended (or, if any additional vesting requirements are imposed on an Incentive Award, as soon as practicable following satisfaction of such vesting requirements).

(b) Except as otherwise set forth in a written agreement between the Company and a Participant or as determined by the Committee, a Participant shall receive no Incentive Award for a year if the Participant's employment with the Company terminates prior to the last day of the Performance Year for any reason.

(c) The Company may deduct from any payments made to a Participant under the Plan any federal, state, local or other taxes or charges, if any, which the Company determines it is from time to time required to withhold under applicable law. The Company shall have the right to rely upon an opinion of legal counsel or its accountants as to the amount to be so deducted.

6. ADMINISTRATION

The Plan shall be administered by the Committee. The Committee may adopt rules and regulations for carrying out the Plan, and the Committee may take such actions as it deems appropriate to ensure that the Plan is administered in the best interests of the Company. The Committee has the authority to construe and interpret the Plan, resolve any ambiguities, and make determinations with respect to the eligibility for or amount of any Incentive Award. The interpretation, construction and administration of the Plan by the Committee shall be final, binding and conclusive for all purposes and upon all persons including, without limitation, the Company, any successor to the Company, Participants, and any person claiming an interest through a Participant. The Committee may consult with counsel, who may be counsel to the Company, and shall not incur any liability for any action taken in good faith in reliance upon the advice of counsel.

7. RIGHTS

Participation in the Plan and the right to receive Incentive Awards under the Plan shall not give a Participant any proprietary interest in the Company or any of its assets. A Participant shall for all purposes be a general creditor of the Company. The interests of a Participant cannot be assigned, anticipated, sold, encumbered or pledged and shall not be subject to the claims of his or her creditors. Nothing in the Plan shall confer upon any Participant the right to continue in the employ of the Company, or shall interfere with or restrict in any way the right of the Company to discharge a Participant at any time for any reason whatsoever, with or without cause.

8. SUCCESSORS

The Plan shall be binding on the Participants and their personal representatives. If the Company becomes a party to any merger, consolidation, reorganization or other corporate transaction, the Plan shall remain in full force and effect as an obligation of the Company or its successor in interest unless and until terminated by the Company or its successor in interest in accordance with this Plan.

9. AMENDMENT AND TERMINATION

The Committee may amend or terminate the Plan at any time as it deems appropriate.

10. GOVERNING LAW

This Plan and all Incentive Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, applied without regard to the laws of any other jurisdiction that otherwise would govern under conflict of law principles.

11. CLAWBACK POLICY

All Incentive Awards granted under the Plan are subject to forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy required to be adopted under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or other applicable law. No forfeiture or recovery of Incentive Awards granted under the Plan or any other action taken under any clawback or recoupment policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement between a Participant and the Company.

12. HEADINGS

The headings of Sections of the Plan are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

13. USE OF WORDS

Wherever the context so requires, words in the singular include the plural.