
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): **May 12, 2016**

MANHATTAN ASSOCIATES, INC.
(Exact Name of Registrant as Specified in Its Charter)

Georgia
(State or Other Jurisdiction of
Incorporation or organization)

0-23999
(Commission
File Number)

58-2373424
(I.R.S. Employer
Identification No.)

2300 Windy Ridge Parkway, Tenth Floor, Atlanta, Georgia
30339
(Address of Principal Executive Offices)
(Zip Code)

(770) 955-7070
(Registrant's telephone number, including area code)

NONE
(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))
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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.

In connection with Dan J. Lautenbach's retirement from the Board of Directors of Manhattan Associates, Inc. (the "Company"), on May 12, 2016, the Company entered into a Consulting Agreement with Mr. Lautenbach (the "Consulting Agreement"), under which Mr. Lautenbach will provide consulting services as an independent contractor to the Board of Directors of the Company, from time to time at the request of the Chairman, for a transitional period through May 11, 2017. Under the terms of the Consulting Agreement, Mr. Lautenbach will receive \$100,000, in quarterly installments, and be reimbursed for reasonable expenses in connection with his services. The Consulting Agreement also contains confidentiality provisions.

A copy of the Consulting Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On Thursday, May 12, 2016, the Company held its Annual Meeting of Shareholders (the "Annual Meeting") in Atlanta, Georgia. As of the record date, March 25, 2016, there were 72,136,663 shares of common stock entitled to vote at the Annual Meeting. There were present at the Annual Meeting, in person or by proxy, holders of 67,948,282 shares, representing approximately 94% of the common stock entitled to vote at the Annual Meeting.

The matters considered and voted on by the Company's shareholders at the Annual Meeting, the votes cast for, withheld or against, and the number of abstentions and broker non-votes with respect to each matter voted upon, as applicable, are set forth below:

Proposals	Term Expires	Number of Votes			Broker Non-Votes
		For	Withheld	Abstained	
1. Election of Class III Directors					
John J. Huntz, Jr.	2019	61,972,853	1,285,355	664,779	4,025,295
Thomas E. Noonan	2019	62,197,452	1,062,150	663,385	4,025,295
John H. Heyman	2019	63,474,185	47,281	401,521	4,025,295

The nominees for Class III Directors were elected.

Continuing Class I Directors serving until the 2017 Annual Meeting of Shareholders are Brian J. Cassidy and Eddie Capel.

Continuing Class II Directors serving until the 2018 Annual Meeting of Shareholders are Deepak Raghavan and Edmond I. Eger III.

Number of Votes

	For	Against	Abstained	Broker Non-Votes
2. Non-binding resolution to approve the compensation of the Company's named executive officers.	62,802,700	1,055,004	65,283	4,025,295
3. Ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2016.	67,492,771	429,356	26,155	0
4. Re-approval of the specified performance criteria for performance-based awards under the 2007 Stock Incentive Plan, as amended.	61,119,209	2,745,382	58,396	4,025,295
5. Approval of the 2016 Annual Cash Bonus Plan.	61,907,280	1,955,508	60,199	4,025,295

The four proposals set forth above passed.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

**Exhibit
Number**
10.1

Description
Consulting Agreement, dated May 12, 2016, by and between the Registrant and Dan Lautenbach

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.

Manhattan Associates, Inc.

By: /s/ Dennis B. Story
Dennis B. Story
Executive Vice President, Chief Financial Officer
and Treasurer

Dated: May 13, 2016

EXHIBIT INDEX

**Exhibit
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Description
Consulting Agreement, dated May 12, 2016, by and between the Registrant and Dan Lautenbach



CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is entered into as of May 12, 2016 (the "**Effective Date**"), by and between the Manhattan Associates, Inc., a Georgia corporation ("**Company**"), and the undersigned "**Consultant**."

In consideration of Company's engagement, Company and Consultant agree to be bound by the terms of this Agreement, which consists of this Signature Page and the attached Schedule A ("General Terms and Conditions"), which is incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the Effective Date.

CONSULTANT

Dan Lautenbach
281 Palm Island Lane
Vero Beach, FL 3296

COMPANY

Manhattan Associates, Inc.
2300 Windy Ridge Parkway, Tenth Floor
Atlanta, GA 30339

/s/ Dan Lautenbach

By: /s/ John J. Huntz, Jr.

John J. Huntz, Jr., Chairman of the Board

SCHEDULE A
GENERAL TERMS AND CONDITIONS

1. **Engagement as Independent Contractor.** Company is engaging Consultant as an independent contractor to serve as an advisor and resource to Company's Board of Directors and its Chairman, as requested from time to time by the Chairman. Consultant will not be an employee of Company, and nothing in this Agreement will be construed to create any association, partnership, joint venture, or agency relationship. Consultant has no authority (and will not hold Consultant's self out as having authority) to bind Company, and Consultant will not make any agreements or representations on Company's behalf without Company's prior written consent. Consultant is not an honorary, advisory, or emeritus director of Company, or a director by deputization, and is not entitled to attend meetings of the Board or its committees, debate Board or committee matters, or vote on matters submitted to the Board or its committees. Consultant may attend Board or committee meetings at the invitation of the Chairman.

2. **Compensation.** For all services rendered by Consultant under this Agreement, Consultant will be paid \$100,000.00, in quarterly installments payable in May, August, and November, 2016, and February 2017. Company will not withhold taxes or Social Security payments from any sum paid to under this Agreement, nor will Consultant be eligible for Company's employee benefits. Company will issue Consultant a Form 1099 documenting the amounts paid to Consultant.

3. **Term.** This Agreement will begin on the Effective Date and continue through May 11, 2017, at which time the Agreement will expire unless extended by mutual agreement.

4. **Conflicts of Interest.** During the term of this Agreement, Consultant may be engaged or employed in any other business, trade, profession, or other activity that does not place Consultant in a material conflict of interest with Company.

5. **Confidential Information.** For an indefinite period, and except as reasonably necessary or appropriate in connection with Consultant's performance of services for Company, Consultant will not disclose Confidential Information to anyone or use or exploit Confidential Information. For purposes of this Agreement, "Confidential Information" means (A) Any and all data and information in whatever form: (i) relating to or arising from the Company's business, or of third parties, (ii) disclosed to Consultant or of which

Consultant becomes or became aware as a consequence of Consultant's relationship with Company, (iii) having value to Company, (iv) not generally known to competitors of Company, and (v) which includes, without limitation, trade secrets, methods of operation, customer and prospective customer information, price lists, financial information and projections, Company organizational structure information, business plans and strategies, Company product information including design, development, and marketing information, installation and configuration guides, user manuals, functional and technical specifications, data models and data dictionaries, software source code, Company policies, processes, methods, and procedures, Company inventions and discoveries, and similar information; and (B) third-party confidential information in Company's possession. All papers, memoranda, notes, reports, charts, programs, data, diskettes, or other documents of any kind containing Confidential Information or relating to the business of Company or its Clients will be the sole and exclusive property of Company and will be turned over to Company upon the termination of Consultant's engagement.

6. **Invoicing of Expenses.** Company will pay Consultant's reasonable expenses in accordance with its expense reimbursement policy.

7. **Applicable Law.** This Agreement will be interpreted, construed, and enforced according to the laws of the State of Georgia without regard to its conflict of law rules.

8. **Entire Agreement.** This Agreement constitutes the final, full, and exclusive expression of the parties' agreement with respect to its subject matter, and supersedes all prior agreements, understandings, writings, proposals, representations, and communications, oral or written, with respect to that subject matter.

9. **Invalidity of Provisions.** The provisions of this Agreement are severable. If for any reason a court finds that any provision in this Agreement is unenforceable in whole or in part, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument.

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