

**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 15, 2021

COMMSCOPE HOLDING COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36146
(Commission
File Number)

27-4332098
(IRS Employer
Identification No.)

**1100 CommScope Place, SE
Hickory, North Carolina 28602**
(Address of principal executive offices)

Registrant's telephone number, including area code: (828) 324-2200

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))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	COMM	The NASDAQ Stock 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 April 15, 2021, CommScope Holding Company, Inc. (the “Company”) and Frank B. Wyatt, II agreed that, after more than twenty-five years of service to the Company, Mr. Wyatt will step down as the Company’s Senior Vice President, Chief Legal Officer/General Counsel and Secretary, effective as of May 10, 2021, and his employment with the Company will cease on June 1, 2021. Since joining CommScope in 1996 as its first Chief Legal Officer/General Counsel, Mr. Wyatt has played an instrumental role in guiding CommScope through much of its growth, helping the Company mature through various market cycles, transformational acquisitions and evolving industry dynamics. Most recently, Mr. Wyatt led the Company’s legal efforts around the planned spin-off of its Home Networks business.

Mr. Wyatt will receive the severance and benefits that he is entitled to receive as a result of the termination of his employment without cause pursuant to the Company’s severance policy, contingent upon his execution of a separation agreement containing a general release of claims. Pursuant to such policy, Mr. Wyatt will receive a lump sum payment equal to his base salary and, if he elects to continue healthcare coverage under COBRA, the Company will pay its portion for such continuing coverage for a period of two months or for such longer time as required by law. In addition, the Company will pay Mr. Wyatt his target 2021 bonus (equal to 75% of his base salary) at the time that bonuses are paid to other executive officers in 2022. A copy of Mr. Wyatt’s Separation Agreement is attached hereto as Exhibit 10.1 and incorporated herein by reference.

On April 15, 2021, the Company announced that Justin Choi will succeed Mr. Wyatt as the Company’s Chief Legal Officer. Mr. Choi most recently served as executive vice president, general counsel, secretary and chief compliance officer of Anixter International, Inc., from 2012 through its sale in 2020. Mr. Choi previously served as general counsel and in senior legal positions at Andrew Corporation, Trustwave Holdings, Inc. Avaya Inc. and Lucent Technologies. Throughout his career, he has had extensive experience advising boards and executive management teams on corporate governance, risk and crisis management, and M&A transactions, while developing high performing legal departments to support the achievement of business objectives. Mr. Choi holds a Juris Doctorate from the Northwestern University School of Law and a B.A. in Philosophy from Johns Hopkins University.

A copy of the press release announcing these changes is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

<u>Exhibit.</u>	<u>Description.</u>
10.1	Separation Agreement, dated April 15, 2021, by and between Frank. B. Wyatt, II and CommScope, Inc.
99.1	Press release, dated April 15, 2021.
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.

Date: April 15, 2021

COMMSCOPE HOLDING COMPANY, INC.

By: /s/ Alexander W. Pease
Name: Alexander W. Pease
Title: Executive Vice President
and Chief Financial Officer

SEPARATION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of April 15, 2021, by and between CommScope, Inc., a Delaware corporation (the "Company"), and Frank B. Wyatt, II ("Employee"). Together, the Company and Employee may be referred to hereinafter as the "Parties."

WHEREAS, Employee is employed by the Company as Senior Vice President, Chief Legal Officer/General Counsel and Secretary and serves as an executive officer of CommScope Holding Company, Inc. ("Parent");

WHEREAS, the Parties have decided that Employee will step down from service as Senior Vice President, Chief Legal Officer/General Counsel and Secretary of Parent and the Company effective May 10, 2021, and Employee's employment with the Company will end on June 1, 2021 (the "Separation Date");

WHEREAS, the Company and Employee each desire to enter into this Agreement to set forth in writing the terms and conditions of Employee's separation from the Company, Parent and their subsidiaries and affiliates; and

WHEREAS, the Company and Employee seek to fully and finally settle all actual or potential differences or claims, whether or not now known, on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the payments, covenants and releases described below, and in consideration of other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Company and Employee agree as follows:

1. Separation. In connection with the cessation of Employee's employment with the Company, Employee hereby resigns his position as the Senior Vice President, Chief Legal Officer/General Counsel and Secretary of Parent and the Company, and all positions Employee holds with Parent, the Company and any subsidiaries and affiliates thereof, effective on May 10, 2021. From the date of this Agreement through such transition date, Employee agrees to continue his employment with the Company in his current position and role. Following such transition date and through the Separation Date, Employee agrees to provide any additional cooperation, assistance, and/or training requested by the Company to transition his work, responsibilities, files, and systems. This Agreement is intended to and does settle and resolve all claims of any nature that Employee might have against the Company arising out of their employment relationship or the termination of employment or relating to any other matter. Other than the payments set forth in this Agreement, the parties agree that Employee will not be entitled to any additional compensation, bonus, benefits, severance payments or grants under any incentive program maintained by the Company or any of its affiliates.

2. Termination Benefits. In consideration of Employee's promises and the General Release of Claims and Covenant Not To Sue contained in Paragraph 4 of this Agreement, the Company agrees to provide the following to Employee the following amounts (collectively, the "Termination Benefits");

a. Severance Payment. The Company will pay Employee the severance due under the Company's U.S. Severance Policy (the "Severance Policy"), which is a total gross amount of Five Hundred Forty Thousand Dollars (\$540,000), less withholding for taxes and other similar items (the "Severance"). The Severance will be paid in a single lump sum payment as soon as practicable, but not later than thirty (30) days, following the Effective Date.

b. COBRA Cost Payments. As provided in the Severance Policy, if Employee (i) submits the required COBRA paperwork to continue healthcare coverage (medical, dental and vision insurance) during the qualifying period and (ii) pays the employee portion of such healthcare premiums, the Company will pay its portion of the monthly healthcare premiums under COBRA for a period of two months following the Separation Date, or for such longer time as required by law.

c. Target Bonus. The Company will pay Employee an amount equal to his target bonus for 2021, which is a total gross amount of Four Hundred Five Thousand Dollars (\$405,000), less withholding for taxes and other similar items (the "Target Bonus"). The Target Bonus will be paid in a single lump sum payment in the first quarter of 2022 at the same time that the Company pays out 2021 bonuses generally to its employees under the Company's Annual Incentive Plan ("AIP"). Employee will not receive a prorated bonus under the AIP.

The Company's agreement to provide the Termination Benefits is specifically contingent upon Employee (a) executing and not revoking this Agreement, as set forth in Paragraph 7 below; (b) executing and not revoking the Supplemental Release attached hereto as Exhibit A (the "Supplemental Release"), as set forth in Paragraph 8 below; and (c) complying with his obligations under this Agreement and any other continuing contractual obligations he owes to the Company, as described in Paragraph 9 below.

3. Other Payments and Benefits. In addition to the Termination Benefits, the Company agrees to provide the following payments and benefits to Employee:

a. Accrued Obligations. The Company will pay Employee his accrued but unpaid salary through the Separation Date, reimbursements for unreimbursed business expenses, and payment for accrued but unused vacation. The Company will pay these accrued obligations to Employee within sixty (60) days after the Separation Date. Employee's vested interests in the Company's 401(k) Plan shall be distributed to him in accordance with the terms and conditions of such plan.

b. SERP. Employee will receive his account balance under the Company's Supplemental Executive Retirement Plan ("SERP") in the seventh month following the Separation Date pursuant to the terms and conditions of the SERP.

c. Equity Awards. On the Separation Date, Employee's equity awards granted by Parent shall be treated as follows, as provided in the applicable award certificates:

- (i) Forfeiture of EPOP Options. Employee's 246,000 unvested "EPOP" stock options granted by Parent in 2019 (\$18.60 exercise price), which are Employee's only outstanding and unvested equity awards, shall immediately expire on the Separation Date.
- (ii) Exercise Period for Other Vested Options. All of Employee's vested stock options, which includes vested stock options from 2015 (17,610 options with a \$30.76 exercise price), 2016 (20,365 options with a \$24.94 exercise price), 2017 (19,096 options with a \$37.97 exercise price), 2018 (20,215 options with a \$38.34 exercise price), and 2019 (61,500 time-vesting EPOP options with a \$18.60 exercise price) shall remain outstanding and exercisable until the second anniversary of the Separation Date, at which time any such vested options that are unexercised shall expire.

4. General Release of Claims and Covenant Not To Sue.

a. General Release of Claims. In consideration of the payments made to Employee by the Company and the promises contained in this Agreement, Employee on behalf of himself and his/her agents and successors in interest, hereby UNCONDITIONALLY RELEASES AND DISCHARGES the Company, its successors, subsidiaries, parent companies, assigns, joint ventures, and affiliated companies

and their respective agents, legal representatives, shareholders, attorneys, employees, members, managers, officers and directors (collectively, the “Releasees”) from ALL CLAIMS, LIABILITIES, DEMANDS AND CAUSES OF ACTION which he may by law release, as well as all contractual obligations not expressly set forth in this Agreement, whether known or unknown, fixed or contingent, that he may have or claim to have against any Releasee for any reason as of the date of execution of this Agreement. This General Release and Covenant Not To Sue includes, but is not limited to, claims arising under federal, state or local laws prohibiting employment discrimination; claims arising under severance plans and contracts; and claims growing out of any legal restrictions on the Company’s rights to terminate its employees or to take any other employment action, whether statutory, contractual or arising under common law or case law. Employee specifically acknowledges and agrees that he is releasing any and all rights under federal, state and local employment laws including without limitation the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the anti-retaliation provisions of the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification Act, the Employee Polygraph Protection Act, the Fair Credit Reporting Act, and any and all other local, state, and federal law claims arising under statute or common law. It is agreed that this is a general release and it is to be broadly construed as a release of all claims, except as set forth in Paragraph 4(e) below.

b. Covenant Not to Sue. Except as expressly set forth in Paragraph 5 below, Employee further hereby AGREES NOT TO FILE A LAWSUIT or other legal claim or charge to assert against any of the Releasees any claim released by this Agreement.

c. Acknowledgement Regarding Payments and Benefits. Other than the payments set forth in this Agreement, the Parties agree that the Company owes no additional amounts to Employee for wages, back pay, severance pay, bonuses, damages, accrued vacation, benefits, insurance, sick leave, other leave, or otherwise. Employee hereby agrees that he has been paid all outstanding wages through and including the date of his most recent paycheck.

d. Other Representations and Acknowledgements. This Agreement is intended to and does settle and resolve all claims of any nature that Employee might have against the Company arising out of their employment relationship or the cessation of employment or relating to any other matter, except as set forth in Paragraph 4(e) below. By signing this Agreement, Employee acknowledges that he is doing so knowingly and voluntarily, that he understands that he may be releasing claims he may not know about, and that he is waiving all rights he may have had under any law that is intended to protect him from waiving unknown claims. This Agreement shall not in any way be construed as an admission by the Company or any of the Releasees of wrongdoing or liability or that Employee has any rights against the Company or any of the Releasees. Employee represents and agrees that he has not transferred or assigned, to any person or entity, any claim that he is releasing in this Paragraph 4.

e. Exceptions to General Release. Nothing in this Agreement is intended as, or shall be deemed or operate as, a release by Employee of (i) any rights of Employee under this Agreement; (ii) any vested benefits under any Company-sponsored benefit plans; (iii) any rights under COBRA or similar state law; (iv) any rights for indemnification or contribution under the certificate of incorporation, by-laws or equivalent governing documents of Parent, the Company or any of their affiliates, applicable state law, any indemnification agreement between Employee and Parent, the Company or any of their affiliates or any applicable coverage under any directors’ and officers’ liability insurance or fiduciary insurance policy, subject to the terms and conditions thereof; (v) any recovery to which Employee may be entitled pursuant to workers’ compensation and unemployment insurance laws; (vi) Employee’s right to challenge the validity of his release of claims under the ADEA; (vii) any rights or claims under federal, state, or local law that cannot, as a matter of law, be waived by private agreement; and (viii) any claims arising after the date on which Employee executes this Agreement, except as provided in the Supplemental Release.

5. **Protected Rights.** Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Employee further understands that this Agreement does not limit Employee's ability to communicate or share information with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies. However, based on Employee's release of claims set forth in Paragraph 4 of this Agreement, Employee understands that Employee is releasing all claims and causes of action that Employee might personally pursue or that might be pursued in Employee's name and, to the extent permitted by applicable law, Employee's right to recover monetary damages or obtain injunctive relief that is personal to Employee in connection with such claims and causes of action.

6. **Acknowledgment.** Employee shall have until the twenty-first (21st) day after he receives this Agreement to execute this Agreement. If he does not execute the Agreement by that date, the offer contained in this Agreement shall be revoked by the Company. The Company hereby advises Employee to consult with an attorney prior to executing this Agreement and Employee acknowledges and agrees that the Company has advised, and hereby does advise, him of his opportunity to consult an attorney or other advisor and has not in any way discouraged him from doing so. Employee expressly acknowledges and agrees that he has been offered at least twenty-one (21) days to consider this Agreement before signing it, that he has read this Agreement and Release carefully, that he has had sufficient time and opportunity to consult with an attorney or other advisor of his/her choosing concerning the execution of this Agreement. Employee acknowledges and agrees that he fully understands that the Agreement is final and binding, that it contains a full release of all claims and potential claims, and that the only promises or representations he has relied upon in signing this Agreement are those specifically contained in the Agreement itself. Employee acknowledges and agrees that he is signing this Agreement voluntarily, with the full intent of releasing the Company and the Releasees from all claims covered by Paragraph 4.

7. **Revocation and Effective Date.** The Parties agree Employee may revoke the Agreement at will within seven (7) days after he executes the Agreement by giving written notice of revocation to Company. Such notice must be delivered to Robyn Mingle, Senior Vice President, Chief Human Resources Officer, and must actually be received by such person at or before the above-referenced seven-day deadline. The Agreement may not be revoked after the expiration of the seven-day deadline. In the event that Employee revokes the Agreement within the revocation period described in this Paragraph, this Agreement shall not be effective or enforceable, and all rights and obligations hereunder shall be void and of no effect. Assuming that Employee does not revoke this Agreement within the revocation period described above, the effective date of this Agreement (the "Effective Date") shall be the eighth (8th) day after the day on which Employee executes this Agreement.

8. **Supplemental Release.** In addition to signing this Agreement, Employee agrees that, on the Separation Date or within seven (7) days after the Separation Date, Employee will sign the Supplemental Release of Claims. The Company's provision of the Termination Benefits is contingent on Employee signing and not revoking both this Agreement and the Supplemental Release of Claims. The Parties agree Employee may revoke the Supplemental Release within seven (7) days after he executes the Supplemental Release by giving notice as provided in Paragraph 7. In the event that Employee revokes the Supplemental Release within the revocation period described in this Paragraph, this Agreement shall not be effective or enforceable, and all rights and obligations hereunder shall be void and of no effect.

9. Survival of Continuing Obligations. Employee's obligations under the Restrictive Covenants contained in Appendix A to Employee's Nonqualified Stock Option Certificate dated May 15, 2019, shall remain in full force and effect in accordance with their terms, and nothing in this Agreement shall alter such obligations or terms.

10. Final Agreement. Subject to Paragraph 9, this Agreement contains the entire agreement between the Company and Employee with respect to the subject matter hereof. The Parties agree that this Agreement may not be modified except by a written document signed by both Parties. The Parties agree that this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina without giving effect to its conflict of law principles.

12. Severability. With the exception of the release contained in Paragraph 4, the provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain fully and validly enforceable. If the general release and covenant not to sue set forth in Paragraph 4 of this Agreement and the Supplemental Release is found to be unenforceable, this Agreement shall be null and void and Employee will be required to return to the Company all Termination Benefits already paid to Employee. The language of all valid parts of this Agreement shall in all cases be construed as a whole, according to fair meaning, and not strictly for or against any of the Parties.

13. Waiver. The failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision. Any waiver of any provision of this Agreement must be in a writing signed by the party making such waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

[SIGNATURES ON NEXT PAGE]

The Parties hereby signify their agreement to these terms by their signatures below.

EMPLOYEE

/s/ Frank B. Wyatt, II

Frank B. Wyatt, II

Date: 4/15/2021

COMMSCOPE, INC.

By: /s/ Robyn Mingle

Name: Robyn Mingle

Title: Senior Vice President,
Chief Human Resources Officer

Date: 4/15/2021

Exhibit A
Supplemental Release of Claims

1. This Supplemental Release of Claims releases all claims against the Company and the other Releasees (as defined below) that may have arisen between the date that Employee signed the Agreement and the Separation Date. By signing this Supplemental Release, and in consideration of the payments made to Employee by the Company and the promises contained in the Agreement, Employee on behalf of himself and his agents and successors in interest, hereby UNCONDITIONALLY RELEASES AND DISCHARGES the Company, its successors, subsidiaries, parent companies, assigns, joint ventures, and affiliated companies and their respective agents, legal representatives, shareholders, attorneys, employees, members, managers, officers and directors (collectively, the "Releasees") from ALL CLAIMS, LIABILITIES, DEMANDS AND CAUSES OF ACTION which he may by law release, as well as all contractual obligations not expressly set forth in the Agreement, whether known or unknown, fixed or contingent, that he may have or claim to have against any Releasee for any reason as of the date of execution of this Supplemental Release. This Supplemental Release includes, but is not limited to, claims arising under federal, state or local laws prohibiting employment discrimination; claims arising under severance plans and contracts; and claims growing out of any legal restrictions on the Company's rights to terminate its employees or to take any other employment action, whether statutory, contractual or arising under common law or case law. Employee specifically acknowledges and agrees that he is releasing any and all rights under federal, state and local employment laws including without limitation the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the anti-retaliation provisions of the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification Act, the Employee Polygraph Protection Act, the Fair Credit Reporting Act, and any and all other local, state, and federal law claims arising under statute or common law. It is agreed that this is a general release and it is to be broadly construed as a release of all claims, except as set forth in Paragraph 4 below.
2. Except as expressly set forth in Paragraph 5 below, Employee further hereby AGREES NOT TO FILE A LAWSUIT or other legal claim or charge to assert against any of the Releasees any claim released by this Supplemental Release.
3. Other than the payments set forth in the Agreement, the Parties agree that the Company owes no additional amounts to Employee for wages, back pay, severance pay, bonuses, damages, accrued vacation, benefits, insurance, sick leave, other leave, or otherwise. Employee hereby agrees that he has been paid all outstanding wages through and including the date of his most recent paycheck.
4. Nothing in this Supplemental Release is intended as, or shall be deemed or operate as, a release by Employee of (i) any rights of Employee under the Agreement; (ii) any vested benefits under any Company-sponsored benefit plans; (iii) any rights under COBRA or similar state law; (iv) any rights for indemnification or contribution under the certificate of incorporation, by-laws or equivalent governing documents of Parent, the Company or any of their affiliates, applicable state law, any indemnification agreement between Employee and Parent, the Company or any of their affiliates or any applicable coverage under any directors' and officers' liability insurance or fiduciary insurance policy, subject to the terms and conditions thereof; (v) any recovery to which Employee may be entitled pursuant to workers' compensation and unemployment insurance laws; (vi) Employee's right to challenge the validity of his release of claims under the ADEA; (vii) any rights or claims under federal, state, or local law that cannot, as a matter of law, be waived by private agreement; and (viii) any claims arising after the date on which Employee executes this Supplemental Release.

5. Employee understands that nothing contained in this Supplemental Release limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Employee further understands that this Supplemental Release does not limit Employee's ability to communicate or share information with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies. However, based on Employee's release of claims set forth in Paragraph 1 of this Supplemental Release, Employee understands that Employee is releasing all claims and causes of action that Employee might personally pursue or that might be pursued in Employee's name and, to the extent permitted by applicable law, Employee's right to recover monetary damages or obtain injunctive relief that is personal to Employee in connection with such claims and causes of action.

Accepted and agreed to:

EMPLOYEE

Frank B. Wyatt, II

Date: _____

CommScope Announces Retirement of Chief Legal Officer Burk Wyatt

Justin Choi, Veteran General Counsel with Over 20 Years of Communications Infrastructure Industry Experience, Appointed as Successor

HICKORY, N.C., April 15, 2021 – CommScope Holding Company, Inc. (NASDAQ: COMM), a global leader in connectivity solutions for communications networks, today announced the retirement of chief legal officer and secretary Burk Wyatt effective June 1, 2021, following more than 25 years of service to the Company.

Since joining CommScope in 1996 as its first general counsel, Mr. Wyatt has played an instrumental role in guiding CommScope through much of its growth, helping the Company mature through various market cycles, transformational acquisitions and evolving industry dynamics. Most recently, Mr. Wyatt led the Company's legal efforts around the planned spin-off of its Home Networks business.

"As CommScope's first and only ever chief legal officer, Burk has been fundamental to the Company's development and success," said Chuck Treadway, president and chief executive officer. "Over the course of his 25 years of legal and strategic stewardship, CommScope has grown from an approximately \$400 million revenue business with an employee base of 1,000, into a leading operator with approximately \$8 billion in annual revenue and an employee base of well over 30,000. Along the way, Burk has been a model of community leadership in Hickory, and surrounding communities, serving on numerous non-profit boards and impacting many lives. On behalf of the entire CommScope team, I want to express my gratitude to Burk and wish him the very best in his well-deserved retirement."

"It has been my great honor to serve as CommScope's chief legal officer as the Company transformed from a newly independent business into a global leader," said Mr. Wyatt. "With the planned separation announcement behind us, and exciting, new opportunities ahead for the Company, I felt that now was the right time for me to retire. I am proud of our collective accomplishments and deeply grateful to the dedicated attorneys whom I have worked with over the years, and to the entire global CommScope team. I look forward to watching the Company's continued success for many years to come."

Justin Choi will succeed Mr. Wyatt as chief legal officer. Mr. Choi brings more than 30 years of corporate legal experience, including over 10 years as a general counsel for both Fortune 500 and S&P 500 companies in the network infrastructure industry.

Mr. Treadway concluded, “With our *CommScope NEXT* strategy well underway, we are laser focused on returning the business to growth, controlling costs and optimizing the portfolio. As we look at the priorities in front of us, we are pleased to welcome a leader and attorney of Justin’s caliber as chief legal officer, and are confident that his expertise and relevant industry experience will support the Company’s execution and help lead our talented legal department into the future.”

Mr. Choi added, “I am privileged and appreciative of the opportunity to join CommScope as chief legal officer at this pivotal moment in the Company’s evolution. I have tremendous respect for Burk and am excited and humbled to take on this role as CommScope navigates a dynamic legal landscape.”

About Justin Choi

Mr. Choi most recently served as executive vice president, general counsel, secretary and chief compliance officer of Anixter International, Inc., from 2012 through its sale in 2020. Mr. Choi previously served as general counsel and in senior legal positions at Andrew Corporation, Trustwave Holdings, Inc. Avaya Inc. and Lucent Technologies. Throughout his career, he has had extensive experience advising boards and executive management teams on corporate governance, risk and crisis management, and M&A transactions, while developing high performing legal departments to support the achievement of business objectives. Mr. Choi holds a Juris Doctorate from the Northwestern University School of Law and a B.A. in Philosophy from Johns Hopkins University.

—END—

About CommScope:

CommScope (NASDAQ: COMM) is pushing the boundaries of technology to create the world’s most advanced wired and wireless networks. Our global team of employees, innovators and technologists empower customers to anticipate what’s next and invent what’s possible. Discover more at www.commscope.com.

Follow us on [Twitter](#) and [LinkedIn](#) and like us on [Facebook](#).
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This press release includes forward-looking statements that are based on information currently available to management, management's beliefs, as well as on a number of assumptions concerning future events. Forward-looking statements are not a guarantee of performance and are subject to a number of uncertainties and other factors, which could cause the actual results to differ materially from those currently expected. In providing forward-looking statements, the company does not intend, and is not undertaking any obligation or duty, to update these statements as a result of new information, future events or otherwise.

Source: CommScope