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**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): **December 7, 2012**

**INTERNATIONAL RECTIFIER CORPORATION**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**95-1528961**  
(IRS Employer Identification No.)

**101 N. Sepulveda Blvd., El Segundo, California 90245**  
(Address of Principal Executive Offices) (Zip Code)

**(310) 726-8000**  
(Registrant's telephone number, including area code)

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.**

(b) Upon the commencement of Gary Tanner's service as Executive Vice President and Chief Operations Officer of International Rectifier Corporation (the "Company") on January 2, 2013, as described below, Michael Barrow will cease serving as the Company's Chief Operations Officer and will begin service as the Company's Executive Vice President GaN Technologies.

(c) On December 7, 2012, the Board of Directors (the "Board") of the Company appointed Gary Tanner to the position of Executive Vice President and Chief Operations Officer, effective January 2, 2013, reporting directly to the Company's President and Chief Executive Officer.

Mr. Tanner, 60, served as Chief Executive Officer at Zarlink Semiconductor Inc. ("Zarlink"), from May 2011 to October 2011, when Zarlink was acquired by Microsemi Corporation in October 2011. Prior to his role as Chief Executive Officer of Zarlink, from November 2009 to May 2011, Mr. Tanner served as Chief Operating Officer at that company. Mr. Tanner joined Zarlink in August 2007 as Senior Vice President of Worldwide Operations via the acquisition of Legerity, Inc., where Mr. Tanner served as the Head of Operations. Before Zarlink, Mr. Tanner worked for nine years at Intel Corporation, where he held various positions managing domestic and international manufacturing operations. Prior to Intel, Mr. Tanner held various management positions in fab operations at National Semiconductor, Texas Instruments and NCR. Mr. Tanner is and has been since July 2012, a director of STATS ChipPAC Ltd. Mr. Tanner has served since January 2012, and continues to serve, as a consultant to the Company, which consulting relationship will end at or prior to his commencement of employment with the Company described herein. Mr. Tanner holds a Bachelor of Science degree in Technical Management from Regis College.

On December 7, 2012, the Company and Mr. Tanner entered into a letter agreement (the "Offer Letter") and a change-in-control severance compensation agreement (the "Severance Agreement"). The Offer Letter is filed as Exhibit 10.1 hereto and incorporated herein by reference and the Severance Agreement is filed as Exhibit 10.2 and incorporated herein by reference. The following summary of the Offer Letter and the Severance Agreement is not complete and is qualified in its entirety by reference to the actual agreements filed herewith.

Under the Offer Letter, Mr. Tanner is entitled to an annual base salary of \$350,000 and a target annual incentive bonus opportunity equal to 70% of his base salary.

Under the Offer Letter, Company management has agreed to recommend to the Compensation Committee of the Board that Mr. Tanner be granted equity awards of (i) an option to purchase 100,000 shares of the Company's common stock, and (ii) restricted stock units ("RSU's) covering 15,000 shares of the Company's common stock. It is anticipated that such awards would be formally granted on the third business day following the filing with the US Securities and Exchange Commission ("SEC") of the Company's next periodic report on Form 10-Q, with the awards scheduled to vest, subject to continued employment, in equal annual installments over three years from Mr. Tanner's employment commencement date, and with the option awards having a maximum of a five year term commencing on the date of grant and being priced at the closing price of the Company's common stock on the New York Stock Exchange on the grant date. All awards would be made under and subject to the terms and conditions of the Company's 2011 Performance Incentive Plan (the "Plan"), and otherwise be subject to the Company's standard option and RSU award agreement (and ancillary award documentation) for employee stock option and RSU awards, respectively, under the Plan.

Mr. Tanner will be eligible to participate in the Company's standard executive relocation program for up to twenty four months following his employment commencement date and will receive additional benefits under that program of, among other things, (i) up to four months temporary living assistance not to exceed \$3,000 per month, (ii) assistance and benefits with respect to the sale of his current residence, and assistance with the closing costs on the purchase of a new residence up to \$30,000, and (iii) an increase in relocation benefits to compensate for certain tax liabilities associated therewith. Mr. Tanner will be eligible for up to twenty nine days equivalent paid time off, and to participate in medical, dental, life insurance, 401(k) and other benefit plans as other senior executives in accordance with standard Company plans and practices. Mr. Tanner's employment with the Company is on an "at will" basis and can be terminated by the Company or Mr. Tanner for any reason at any time.

Mr. Tanner's Severance Agreement provides in the event of a voluntary termination for "good reason," as defined therein, or an involuntary termination other than for "cause," as also defined therein, in each case following, or in specific contemplation of, a "change in control" of the Company, as defined and specified in the Severance Agreement, for (i) a payment of one times annual salary and target bonus, (ii) a prorated portion of Mr. Tanner's target bonus for the fiscal year in which the termination occurred, (iii) reimbursement for certain outplacement services up to a maximum of \$50,000, (iv) the acceleration of vesting of all unvested equity and stock option grants, and (v) continuation of COBRA benefits for up to eighteen months. In order to receive such benefits, Mr. Tanner must agree to release the Company from all claims arising out of his employment relationship.

The Company additionally intends to enter into an indemnification agreement with Mr. Tanner upon his commencement of employment in substantially the form set forth and described in the Company's current report on Form 8-K filed with the SEC on September 19, 2008, which is incorporated herein by reference.

The foregoing descriptions of the Offer Letter and Severance Agreement are not complete and are qualified in their entirety by reference to the actual Offer Letter and Severance Agreement, which are incorporated herein by reference.

Upon the commencement of Mr. Tanner's service as Executive Vice President and Chief Operations Officer of the Company on January 2, 2013, Michael Barrow will cease serving as the Company's Chief Operations Officer and will begin service as the Company's Executive Vice President GaN Technologies. Mr. Barrow's current compensation arrangements entered into in his role as Chief Operations Officer and previously reported by the Company will be carried over unchanged into his role as Executive Vice President GaN Technologies.

#### **Item 7.01. Regulation FD Disclosure.**

On December 10, 2012, the Company issued a press release announcing the appointment of Gary Tanner as Executive Vice President and Chief Operations Officer and the appointment of Michael Barrow as Executive Vice President GaN Technologies. A copy of that press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, will not be treated as filed for the purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section. This information will not be incorporated by reference into a filing under the Securities Act of 1933, or into another filing under the Exchange Act, unless that filing expressly refers to specific information in this report. The furnishing of the information in this Item 7.01 of this report is not intended to, and does not, constitute a representation that such furnishing is required by Regulation FD or that the information in this Item 7.01 is material investor information that is not otherwise publicly available.

#### **Item 9.01. Financial Statement and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Letter Agreement dated December 7, 2012, between International Rectifier Corporation (the "Company") and Gary Tanner
10.2	Change-in-Control Severance Agreement dated December 7, 2012 between the Company and Gary Tanner
99.1	Press Release of the Company, dated December 10, 2012

**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: December 10, 2012

INTERNATIONAL RECTIFIER CORPORATION

By: /s/ Timothy E. Bixler

Name: Timothy E. Bixler

Title: Vice President, General Counsel & Secretary

## EXHIBIT INDEX

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## THE POWER MANAGEMENT LEADER

December 7, 2012

Gary W. Tanner  
812 Stonewall Ridge Lane  
Austin, TX 78746

Dear Gary

It is my pleasure to extend you an offer to join International Rectifier Corporation ("IRC"), subject to approval of the IRC Board of Directors ("Board"). Your position be Executive Vice President and Chief Operations Officer, reporting to Oleg Khaykin, President & Chief Executive Officer, at a starting **annual base salary of \$350,000**. Your employment start date would be on or about January 2, 2013.

This offer includes the following:

**STOCK OPTIONS:** Management will recommend to the Compensation Committee ("Compensation Committee") of the Board that you be granted an option to purchase **100,000 shares** of IRC common stock ("Option Award"). It is anticipated that, if granted, the Option Award would be formally granted on the third business day following the filing with the US. Securities and Exchange Commission of IRC's next required periodic report on Form 10-Q, after the date your employment commences and the exercise price of the options would equal the fair market value of a share of IRC common stock and would be priced at the closing price of a share of IRC common stock on the New York Stock Exchange on that day. The grant date may be further extended at the discretion of the Compensation Committee or management. The Option Award would be scheduled to vest, subject to your continued employment, in equal annual installments over three years from your employment start date, and have a maximum of a five year term commencing on the date of grant. All grants are subject to the approval of the Compensation Committee or any other delegated body for that purpose (and any other further conditions established thereby), and will also be subject to the terms and conditions of the International Rectifier Corporation 2011 Performance Incentive Plan (the "Plan"), as well as the company's standard term, vesting requirements and option award agreement (and ancillary award documentation) for employee stock option grants under the Plan.

**RESTRICTED SHARES:** Management will recommend to the Compensation Committee that you be granted a restricted stock unit ("RSU") award for **15,000 shares** of IR common stock ("RSU Award"), to be granted at the same time as the Option Award. The RSU Award would be scheduled to vest, subject to your continued employment, in equal annual installments over three years from your employment start date.

All grants are subject to the approval of the Compensation Committee or any other delegated body for that purpose (and any other further conditions established thereby), and will also be subject to the terms and conditions of the Plan, as well as the company's standard term, vesting requirements and award agreement (and ancillary award documentation) for employee RSU awards under the Plan.

**INCENTIVE PLAN:** You will participate in the company's Executive Cash Incentive Plan, with a bonus target of 70% of your base salary, each as in effect or amended from time to time. The incentive objectives would include corporate and/or individual objectives as established from time to time by the Compensation Committee with recommendations from the President & Chief Executive Officer.

**EXECUTIVE RELOCATION PACKAGE:** A copy of our relocation policy is included for your reference. This relocation package may only be used within twenty four (24) months of your start date. By accepting relocation assistance from IRC, you are obligated to reimburse IRC all such moneys paid to you and on your behalf as part of the program, should you voluntarily terminate employment or be terminated for cause, prior to the completion of one year after relocation and following the completion of such one year, you shall be further obligated to reimburse IRC for 50% of all such amounts should you voluntarily terminate employment or be terminated for cause, prior to the completion of two years after relocation.

IRC will provide you with up to four (4) months of temporary living assistance not to exceed \$3,000 in any such month.

Items related to your relocation package which are considered taxable will be grossed up to offset tax liabilities you may incur, in accordance with the company's standard practices in this area.

**BENEFITS:** Up to 29 days equivalent 232 hours Paid time off (which is a combination of holiday pay, vacation pay and sick pay), medical, dental, life insurance, 401(k) plan, and all other benefits in accordance with standard company plans, limitations and conditions, and any revisions thereof in effect from time to time. A current benefits summary is enclosed.

Employment at IRC is contingent upon proof of legal right to work in the United States under applicable law, satisfactorily completing a post-offer physical examination, drug test and background check including E-Verify confirmation of the accuracy of your right to work documentation. Arrangements will be made to accomplish this upon the acceptance of this offer. Your employment is at will and can be terminated by either party at any time, for any reason, with or without cause. IRC reserves the right to change the terms and conditions of anyone's employment at any time.

New Hire Orientation will be held from 9:15am - 3:00pm on your first day. Please report to the Main Lobby at 101 N. Sepulveda Blvd., El Segundo, CA 90245.

Your acceptance of this offer and the conditions upon which it is made will be confirmed by your signing and returning this agreement. The offer will expire on December 14, 2012, if not otherwise accepted below.

Gary, we are looking forward to you joining the IRC Leadership Team.

/s/ Gary W. Tanner  
Gary W. Tanner

/s/ Petra Nagel  
Petra Nagel  
VP, Human Resources

Date: December 7, 2012

Date: December 7, 2012

**THE POWER MANAGEMENT LEADER****CHANGE-IN-CONTROL SEVERANCE AGREEMENT**

THIS CHANGE-IN-CONTROL SEVERANCE AGREEMENT (this "Agreement"), dated as of January 2, 2013 (the "Effective Date") is made by and between International Rectifier Corporation, a Delaware corporation (the "Company"), Gary W. Tanner ("Employee"). This term of this Agreement extends from the Effective Date through the End Date.

**WITNESSETH:**

WHEREAS, Employee is a senior level employee of the Company and is currently serving as its Executive Vice President and Chief Operations Officer;

WHEREAS, Employee is expected to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

WHEREAS, the Company desires to assure itself of both present and future continuity of management and desires to establish certain severance benefits for Employee, applicable in the event of a Change in Control; and

WHEREAS, the Compensation Committee of the Board of Directors of this Company authorized the Company to enter into this Agreement.

NOW, THEREFORE, the Company and Employee agree as follows:

1. Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

- (a) "Base Amount" has the same meaning provided to it under the Code Section 280G final regulations.
- (b) "Base Pay" means Employee's annual rate of base salary as in effect from time to time.
- (c) "Board" means the Board of Directors of the Company.
- (d) "Cause" means any one or more of the following committed (or omitted) by Employee:
  - (i) conviction of, or guilty plea or plea of nolo contendere to, a felony crime; or
  - (ii) gross misconduct that is materially injurious to the Company and/or any of its Subsidiaries or affiliates; or
  - (iii) repeated failure to follow the reasonable and lawful directions of the Company after the Employee has received at least one written warning from the Company; or

(iv) any willful and/or intentional material violation of any written Company policy or procedure; or

(v) a material breach of this Agreement

Whether or not Cause exists in clauses (ii) through (v) shall in each case be determined in good faith by the Board.

Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for "Cause" under clauses (ii) through (v) unless and until there shall have been delivered to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board then in office at a meeting of the Board. In addition, before such termination for Cause is effective, the Company shall provide the Employee with written notice detailing why the Company believes a Cause event has occurred and specifying the particulars thereof in detail. The Board shall also provide the Employee with ten days after his/her receipt of such notice to cure the Cause event(s) (if curable) and the opportunity, together with the Employee's counsel (if the Employee chooses to have counsel present at such meeting), to be heard before the Board (or, in the Board's discretion, the Committee or their delegates) during such ten day period. Nothing herein will limit the right of the Employee to contest the validity or propriety of any such determination.

(e) "Change in Control" means the occurrence of any one or more of the following events:

(1) Approval by the stockholders of the Company of the dissolution or liquidation of the Company, except to the extent the dissolution is in connection with a sale of assets which would not constitute a Change in Control Event under subsection (2) below.

(2) Approval by the stockholders of the Company of an agreement to merge, consolidate or otherwise reorganize, with or into, sell or transfer substantially all of the Company's business and/or assets as an entirety to one or more entities that are not Subsidiaries, as a result of which 50% or less of the outstanding voting securities of the surviving or resulting entities immediately after the reorganization are, or are to be, owned by former stockholders of the Company immediately before such reorganization (assuming for purposes of such determination that there is no change in the record ownership of the Company's securities from the record date for such approval until such reorganization, but including in such determination any securities of the other parties to such reorganization held by such affiliates of the Company).

(3) The occurrence of any of the following:

Any “person,” alone or with “affiliates” and “associates” of such person, without the prior approval of the Board, becomes the “beneficial owner” of more than 50% of the outstanding voting securities of the Company (the terms “person,” “affiliates,” “associates” and “beneficial owner” are used as such terms are used in the Exchange Act and the General Rules and Regulations thereunder); provided, however, that a “Change in Control Event” shall not be deemed to have occurred if such “person” is/are:

(A) the Company,

(B) any Subsidiary, or

(C) any employee benefit plan or employee stock plan of the Company, or any trust or other entity organized, established or holding shares of such voting securities by, for, or pursuant to the terms of any such plan.

(4) Individuals who at the beginning of any period of two consecutive calendar years constitute a majority of the Board cease for any reason, during such period, to constitute at least a majority thereof, unless the election, or the nomination for election by the Company’s stockholders, of each new Board member was approved by a vote of at least two-thirds of the Board members then still in office who were Board members at the beginning of such period.

(f) “Code” means the Internal Revenue Code of 1986, as amended.

(g) “Committee” means the Compensation Committee of the Board.

(h) “Disability” means disability as defined in the Company’s long-term disability plan in which the Employee participates at the relevant time or, if the Employee does not participate in a Company long-term disability plan at the relevant time, as such term is defined in the Company’s principal long-term disability plan that generally covers the Company’s senior-level employees at that time, or, if neither of the foregoing applies, as defined in Code Section 22(e)(3).

(i) “Employee Benefits” means any Company group health or dental benefit plan; provided, however, that Employee Benefits shall not include contributions made by the Company to any retirement plan, pension plan or profit sharing plan for the benefit of the Employee.

(j) “Employee Benefits Continuation Period” means the 18 month period commencing as of the first day of the month following a Qualifying Termination.

(k) "End Date" means the earlier of: (i) the effective date that the Company and Employee mutually agree in writing to terminate this Agreement, (ii) the date, following a Qualifying Termination, when the Company has fulfilled all of its obligations to Employee under this Agreement, (iii) the Termination Date arising from a non-Qualifying Termination of Employee's employment, or (iv) the date that is two years after the date when the Company provided written notice to the Employee that it is terminating this Agreement provided, however, that the End Date under this clause (iv) can be no earlier than the date that is two years after a Change in Control that occurred during the term of the Agreement or the date determined under clause (ii) if there is a Qualifying Termination.

(l) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(m) "Good Reason" means that any one or more of the following have occurred without the Employee's prior written consent either in connection with a Change in Control or during the Protected Period:

(i) Employee has, except in connection with termination of employment for Cause or due to Employee's death or Disability, suffered a material and substantial diminution in Employee's job responsibilities as in effect immediately prior to the public announcement of a contemplated Change in Control (and where such Change in Control does occur), provided, however, that neither mere changes in title and/or reporting relationship, nor reassignment following a Change in Control to a position that is similar to the position held immediately prior to such public announcement of the contemplated Change in Control shall constitute a material and substantial diminution in job responsibilities. In addition, if Employee's job title as of the Effective Date (as specified in the above recitals) is denoted as or is in effect an "Interim" or "Acting" position, then a subsequent reassignment to a position of the same level which Employee held immediately prior to assuming such Interim or Acting position or to a higher level shall not constitute a Good Reason event; or

(ii) Employee has incurred a reduction in his or her Base Pay or his/her Target Bonus opportunity; or

(iii) Employee has been notified that his or her principal place of work will be relocated to a new location that is twenty miles or more from Employee's principal work location as of immediately before the public announcement of a contemplated Change in Control (and where such Change in Control does occur); or

(iv) The Company has materially breached this Agreement including without limitation the failure to timely comply with Section 3(a).

Before "Good Reason" has been deemed to have occurred, Employee must give the Company written notice detailing why the Employee believes a Good Reason event has occurred and such notice must be provided to the Company within sixty days of the initial occurrence of such alleged Good Reason event(s) or else such Good Reason event(s) will be deemed to have been irrevocably waived by Employee. The Company shall then have thirty days after its receipt of written notice to cure or remedy the items cited in the written notice so that "Good Reason" will not have formally occurred with respect to the event(s) in question. If the Company does not timely remedy or cure the Good Reason events, then Employee's employment shall be terminated for Good Reason as of the end of the thirty day cure period.

(n) "Protected Period" means the two year period immediately following (and commencing on) a Change in Control.

(o) "Qualifying Termination" means termination of the Employee's employment either by the Company without Cause or by the Employee for Good Reason, in each case occurring either in connection with a Change in Control (or an impending Change in Control) or during the Protected Period. For avoidance of doubt, termination of employment due to Employee's death or Disability is not a Qualifying Termination.

(p) "Release Agreement" means a separation agreement containing the release of all employment related claims against the Company and its affiliates along with Employee's covenant not to sue the Company or its affiliates in substantially the following form and where such separation agreement will also contain only those covenants expressed in Section 12 below.

The release of claims will provide that in exchange for good and valuable consideration, the "Employee hereby covenants not to sue and releases and forever discharges the Company, its parents, subsidiaries, attorneys, insurers, agents, employees, shareholders, directors, officers, affiliates, predecessors and successors of and from any and all employment related rights, claims, actions, demands, causes of action, obligations, attorneys' fees, costs, damages, and liabilities of whatever kind or nature arising from his service with the Company, in law or in equity, that Employee may have (whether known or not known) (collectively, "Claims"), accruing to Employee as of the Termination Date, that Employee has ever had, including but not limited to Claims based on and/or arising under Title VII of the Civil Rights Act of 1964, as amended, The Americans with Disabilities Act, The Family Medical Leave Act, The Equal Pay Act, The Employee Retirement Income Security Act, The Fair Labor Standards Act, and/or the California Fair Employment and Housing Act; The California Constitution, The California Government Code, The California Labor Code, The Industrial Welfare Commission's Orders, The Securities Act of 1933, The Securities Exchange Act of 1934, the Worker Adjustment and Retraining Notification Act, California Labor Code sections 1400-1408, and any and all other Claims Employee may have under any other federal, state or local Constitution, Statute, Ordinance and/or Regulation; and all other Claims arising under common law including but not limited to tort, express and/or implied contract and/or quasi-contract, arising out of or, in any way, related to Employee's previous relationship with the Company as an employee, consultant and/ or director. Furthermore, Employee acknowledges that Employee is waiving and releasing any rights Employee may have under the Older Workers Benefit Protection Act, Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, and that this waiver and release is knowing and voluntary. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing that:

- (a) Employee should consult with an attorney prior to executing this Agreement;

- (b) Employee has at least twenty-one (21) days within which to consider this Agreement;
- (c) Employee has up to seven (7) days following the execution of this Agreement by the Parties to revoke the Agreement; and
- (d) this Agreement shall not be effective until the revocation period in subsection (c) has expired without revocation by Employee.

The Company and Employee agree that this release shall be and remain in effect in all respects as a complete general release as to the matters released.”

Such Release Agreement will not require a release of the Employee’s rights to indemnification and contribution by the Company or to coverage under the Company’s directors and officers liability insurance coverage if applicable or any claims that may not be released as a matter of law.

(q) “Subsidiary” means any corporation or other entity a majority of whose outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.

(r) “Target Bonus” means the targeted annualized cash-based incentive compensation opportunity for the Employee during each Company fiscal year. Solely for the purposes of determining whether Good Reason applies, this Target Bonus amount can not be reduced from any prior fiscal year without the Employee’s express prior written consent, although the actual amount of any bonus earned and paid to Employee for any year shall be determined pursuant to the terms of each year’s bonus arrangement.

(s) “Termination Date” means the last date of Employee’s employment with the Company (and any Subsidiary).

2. Qualifying Termination Consequences. If a Qualifying Termination occurs during the term of this Agreement and also occurs either in connection with a Change in Control (or an impending Change in Control) and/or during the Protected Period, then the following subsections in this Section 2 shall apply (with Sections 2(b) through 2(f) being subject to the effectiveness of the Release Agreement referenced in Section 2(g) below):

(a) Within ten days of his/her Termination Date (or such earlier time required by applicable law), Employee shall be paid for (i) his/her unpaid salary and paid time off and vacation pay that are accrued through the Termination Date, (ii) earned but unpaid bonuses for performance periods completed on or prior to the Termination Date, and (iii) unreimbursed valid business expenses that were submitted in accordance with Company policies and procedures. Employee is also eligible for other vested benefits pursuant to the express terms of any applicable Company employee benefit plan.

(b) The Company shall pay in cash to Employee an amount equal to one (1) times the sum of the Employee's Base Pay and Target Bonus as in effect on the Termination Date (the "Cash Severance"). The Board shall determine in good faith whether such Qualifying Termination is occurring in connection with an impending Change in Control. However, such a Qualifying Termination shall in any event be deemed to be in connection with an impending Change in Control if such Qualifying Termination (i) is required by the merger agreement or other instrument relating to such Change in Control, or (ii) is made at the express request of the other party (or parties) to the transaction constituting such Change in Control, or (iii) occurs after the public announcement of an impending Change in Control. The Cash Severance shall be paid to Employee in a cash lump sum within ten days after the effectiveness of the Release Agreement.

(c) For the Employee Benefits Continuation Period, the Company shall continue to provide to Employee the Employee Benefits which were received by, or with respect to, Employee as of the date of the Qualifying Termination, at the same expense to Employee as before the Qualifying Termination subject to immediate cessation (other than as to any pre-existing condition not covered by the new benefits coverage) if Employee is offered employee benefits coverage in connection with new employment. From the Termination Date through the Employee Benefits Continuation Period, Employee shall provide advance written notice to the Company informing the Company when the Employee is offered or becomes eligible for other employee benefits in connection with new employment. In addition, if periodically requested by the Company during the Employee Benefits Continuation Period, the Employee will provide the Company with written confirmation that he/she has not been offered other employee benefits.

(d) The Company shall pay in cash to Employee an amount equal to a pro-rata portion (based on the number of whole months Employee served as a Company employee during the fiscal year of the Qualifying Termination divided by twelve) of the Target Bonus for such year. Any amounts payable to Employee under this Section 2(d) will be paid to Employee at the same time that the Cash Severance is paid. The Company shall also provide, at Company expense and not to exceed \$50,000 in the aggregate, job outplacement services for the Employee until the earlier of nine months after the Termination Date or the date when Employee accepts an offer of new employment. The Company shall select the outplacement service provider and provide any compensation benefit hereunder directly with and to the service provider.

(e) In the event that the Employee is entitled to receive payment of the Cash Severance, and notwithstanding anything to the contrary in any restricted stock, stock option or other equity compensation plan or agreement or deferred compensation or retirement plan or agreement, upon the Termination Date the Employee shall become immediately fully vested (and all vesting restrictions and Company repurchase rights removed) in all of his/her then outstanding stock options, stock appreciation rights, warrants, restricted stock, phantom stock, nonqualified deferred compensation, nonqualified retirement agreement or similar nonqualified plans or agreements with the Company. In addition, subject to the terms of any applicable Company equity compensation plan or merger agreement or other instrument relating to the Change in Control that provides that all Company stock options will be canceled and not continued upon a Change in Control, the Employee shall have at least until the earlier of (i) the scheduled expiration date of the stock option term or (ii) six months after the Termination Date to exercise his/her vested then-outstanding stock options. Notwithstanding the foregoing, any award that is subject to a performance condition will vest only to the extent the performance condition has been satisfied on or prior to the Termination Date.

(f) In the event that it is determined that any payment or distribution of any type to or for the benefit of the Employee made by the Company, by any of its affiliates, by any person who acquires ownership or effective control of the Company or ownership of a substantial portion of the Company's assets (within the meaning of section 280G of the Code, and the regulations thereunder or by any affiliate of such person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments"), would be subject to the excise tax imposed by section 4999 of the Code or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest or penalties, are collectively referred to as the "Excise Tax"), then such Total Payments shall be reduced to the smaller amount that is equal to the lesser of (A) \$1.00 less than 300% of the Employee's Base Amount, or (B) the maximum portion of such payment or distribution that would not be subject to the imposition of Excise Tax.

All mathematical determinations and all determinations of whether any of the Total Payments are "parachute payments" (within the meaning of section 280G of the Code) that are required to be made under this Section 2(f), shall be made by a nationally recognized independent registered public accounting firm not currently retained by the Company immediately prior to the Change in Control (the "Accountants"), who shall provide their determination, together with detailed supporting calculations regarding the amount of any relevant matters, both to the Company and to the Employee within seven (7) business days of the Change in Control or Termination Date, as applicable, or such earlier time as is requested by the Company. Such determination shall be made by the Accountants using reasonable good faith interpretations of the Code. Any determination by the Accountants shall be binding upon the Company and the Employee, absent manifest error. The Company shall pay the fees and costs of the Accountants which are incurred in connection with this Section 2(f).

(g) All payments and benefits provided under Sections 2(b) through 2(f) are conditioned on and subject to the Employee's continuing compliance with this Agreement and the Employee's timely execution (and non-revocation and effectiveness) of the Release Agreement on or after the Termination Date and the Employee's on-going compliance with the terms of the Release Agreement. The Company will provide the Release Agreement to the Employee for his/her review and execution within three days of the Termination Date. There is no entitlement to any payments or benefits unless and until such Release Agreement is effective and the Release Agreement must become effective within sixty days after the Termination Date or else no payments or benefits will be provided to Employee under Sections 2(b) through 2(f). In addition, subject to the conditions of payment described in Section 10 relating to specified employees, any Cash Severance payable to Employee pursuant to Section 2(b) (and any pro rata portion of Target Bonus pursuant to Section 2(d)) shall be paid in a cash lump sum on the 60<sup>th</sup> day following Employee's "separation from service," provided Employee has promptly executed and delivered (and not revoked) the Release Agreement within 50 days of Employee's Termination Date; provided, however, that if Employee fails to execute and deliver the Release Agreement within such time, or Employee revokes such Release Agreement, Employee shall not be paid any Cash Severance (or any such pro rata portion of Target Bonus pursuant to Section 2(d)). For this purpose, a "separation from service" shall be defined within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder. To the extent Employee receives severance or similar payments and/or benefits under any other Company plan, program, agreement, policy, practice, or the like, or under the WARN Act or similar state law, the payments and benefits due to Employee under this Agreement will be correspondingly reduced on a dollar-for-dollar basis (or vice-versa).

### 3. Successors and Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Employee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 3(a) and 3(b). Without limiting the generality or effect of the foregoing, the Employee's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Employee's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 3(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

4. No Retention Rights. This Agreement is not an employment agreement and does not give the Employee the right to be retained by the Company (or its Subsidiaries or affiliates) and the Employee agrees that he/she is an employee-at-will subject to any effective employment agreement between the parties. The Company (or its Subsidiaries or affiliates) reserves the right to terminate the Employee's service at any time and for any reason.

5. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or DHL, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Employee at his/her principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

6. Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

7. Arbitration; Governing Law. Any dispute between the parties under this Agreement shall be resolved (except as provided below) in Los Angeles, California through informal arbitration by an arbitrator selected under the rules of the American Arbitration Association. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination and shall furnish to each party a signed copy of such written decision. To the extent required by applicable law, the expenses of the arbitration shall be borne by the Company, otherwise the arbitration expenses shall be borne equally by the Company and the Employee provided, however, that each party shall be responsible for their own legal fees and expenses (except that the Company shall reimburse the Employee for the Employee's legal fees within thirty days of the arbitration decision if the Employee successfully enforces at least one material claim of his Section 2 entitlements under this Section 7). The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles thereof.

8. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Employee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior agreements of the parties with respect to such subject matter. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter thereof have been made by either party which are not set forth expressly in this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

10. Section 409A. The Agreement is not intended to constitute a “nonqualified deferred compensation plan” within the meaning of section 409A of the Code. Notwithstanding the foregoing, in the event this Agreement or any benefit paid under this Agreement to Employee is deemed to be subject to section 409A of the Code, the Employee consents to the Company’s adoption of such conforming amendments as the Company deems advisable or necessary, in its sole discretion, to comply with section 409A of the Code (including without limit delaying the timing of payments). Notwithstanding anything to the contrary, if, upon Employee’s separation from service, Employee is then a Company “specified employee” (as defined in Section 409A of the Code), then to the extent necessary to comply with Code Section 409A, the Company will defer payment (without interest) of certain of the amounts owed to Employee under this Agreement until the earlier of the Employee’s death or the first business day of the seventh month following Employee’s separation from service.

11. Withholding. All payments and benefits made under this Agreement shall be subject to reduction to reflect any withholding taxes or other amounts required by applicable law or regulation.

12. Restrictive Covenants. The provisions of this Section 12 shall survive termination of this Agreement and/or termination of Employee’s employment for any reason.

(a) Nondisparagement. The Employee will not disparage the Company, its directors, officers, employees, affiliates, Subsidiaries, predecessors, successors or assigns in any written or oral communications to any third party. The Employee further agrees that he/she will not direct anyone to make any disparaging oral or written remarks to any third parties, provided, however, that the Employee may testify or otherwise provide information truthfully in connection with any (i) governmental and/or regulatory proceeding, (ii) required governmental or regulatory filing, or (iii) any subpoena for testimony served upon the Employee.

(b) Nonsolicit. During the Employee’s employment with Company and for 12 months after the Termination Date, the Employee shall not, directly or indirectly, either as an individual or as an employee, agent, consultant, advisor, independent contractor, general partner, officer, director, stockholder, investor, lender, or in any other capacity whatsoever, of any person, firm, corporation or partnership: (i) solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or (ii) attempt to negatively influence any of the Company’s clients or customers from purchasing Company products or services.

(c) Nondisclosure. Notwithstanding any requirement that the Company may have to publicly disclose the terms of this Agreement pursuant to applicable law or regulations, the Employee agrees to use reasonable efforts to maintain in confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Agreement Information"). The Employee also agrees to take every reasonable precaution to prevent disclosure of any Agreement Information to third parties, except for disclosures required by law or reasonably necessary with respect to Employee's immediate family members or personal advisors who shall also agree to maintain confidentiality of the Agreement Information.

(d) Confidentiality. Employee shall not, except as required by any court or administrative agency, without the written consent of the Board, or the Company's Chief Executive Officer, or a person authorized thereby, disclose to any person, other than an employee of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Employee or his duties to the Company, any confidential information obtained by him while in the employ of the Company with respect to any of the Company's inventions, processes, customers, methods of distribution, methods of manufacturing, attorney-client communications, pending or contemplated acquisitions, other trade secrets, or any other material which the Company is obliged to keep confidential pursuant to any confidentiality agreement or protective order; provided, however, that confidential information shall not include any information now known or which becomes known generally to the public (other than as a result of an unauthorized disclosure by the Employee) or any information of a type not otherwise considered confidential by a person engaged in the same business or a business similar to that conducted by the Company. Employee acknowledges that he also continues to be bound by the Inventions and Confidential Information agreement with the Company that Employee previously executed.

(e) Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants herein, the damage or imminent damage shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company and Employee shall be entitled to apply for injunctive relief in the event of any breach or threatened breach of any of such provisions by Employee or the Company, in addition to any other relief (including damages) available to the Company or Employee under this Agreement or under law. If the Employee materially breaches the Release Agreement then within thirty days of the Company's notice to the Employee regarding such breach, the Employee must repay to the Company in cash all of the payments and benefits previously provided to the Employee under Section 2 and the Company will owe no further obligations to Employee under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered to be effective as of the Effective Date.

INTERNATIONAL RECTIFIER CORPORATION

Dated: December 7, 2012

By: /s/ Timothy E. Bixler  
Timothy E. Bixler

Its: Vice President & General Counsel

Dated: December 7, 2012

/s/ Gary W. Tanner  
Gary W. Tanner

**International Rectifier Appoints Gary Tanner Executive Vice President and Chief Operations Officer; Mike Barrow Named to New Position of Executive Vice President GaN Technologies**

EL SEGUNDO, Calif., Dec. 10, 2012 (BUSINESS WIRE) — International Rectifier Corporation (“IR”) (NYSE:IRF) today announced the appointment of Gary Tanner as Executive Vice President and Chief Operations Officer, effective January 2, 2013. Mr. Tanner, 60, will report directly to Oleg Khaykin, President and Chief Executive Officer, and will be responsible for the continued implementation of the Company’s operational transformation strategy. Mr. Tanner will succeed Mike Barrow, 58, who will now lead the Company’s efforts to commercialize its gallium nitride on silicon (GaN) technology.

“As we position IR for the next phase of growth, the execution of our operational transformation strategy and the successful launch of our GaN technology platform will be two of our major focus areas,” said Oleg Khaykin, International Rectifier’s President and Chief Executive Officer. “Both Gary and Mike have outstanding track records in the semiconductor industry and I am confident in their leadership and management capabilities to drive two of our most critical initiatives.”

“I am excited about the opportunity to join International Rectifier and help build upon the strong foundation that is already in place,” said Gary Tanner. “I look forward to working with IR’s talented operations team to continue implementing our operational transformation strategy. We believe that doing so will allow us to re-size our operations, reduce costs, effectively scale the business during an up-cycle and significantly reduce the downward margin pressure during a down cycle.”

Mr. Tanner brings over 35 years of semiconductor industry experience to IR and most recently served as Chief Executive Officer at Zarlink Semiconductor Inc., which was acquired by Microsemi Corporation in October, 2011. Prior to his role as Chief Executive Officer, Mr. Tanner served as Chief Operating Officer where he was responsible for increasing Zarlink’s operational efficiency and streamlining operations. Mr. Tanner joined Zarlink in 2007 as Senior Vice President of Worldwide Operations via the acquisition of Legerity where he served as the Head of Operations. Before Zarlink, Mr. Tanner worked for nine years at Intel Corporation, where he held various positions managing domestic and international manufacturing operations. Prior to Intel, Mr. Tanner held various management positions in fab operations at National Semiconductor, Texas Instruments and NCR. Mr. Tanner holds a Bachelor of Science degree in Technical Management from Regis College.

**GaN Commercialization**

“The Company has made a significant investment in developing GaN technology over the past nine years. As we move from the research and development phase to production, we are putting one of our most senior and talented executives in charge of this strategic initiative to ensure the successful commercialization of this revolutionary new technology,” stated Mr. Khaykin. “Mike joined IR in 2008 as Executive Vice President and Chief Operations Officer and was the principal architect of IR’s operational transformation strategy. I thank Mike for his leadership and contribution to IR’s growth over the past four years and look forward to his continued leadership as the Executive Vice President of GaN Technologies and his success in commercializing the technology. In his new role Mike will be responsible for all aspects of GaN, including process and product development, product marketing, and manufacturing.”

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"I look forward to leading this critical strategic initiative for IR," said Mike Barrow. "We have a highly talented GaN technology team, a large library of intellectual property, and have successfully validated our GaN technologies with Tier 1 customers. The next step is for us to fully commercialize this exciting new platform. IR is already a market leader in silicon power management technologies and it is my goal to extend this lead and open up new opportunities with our GaN technologies."

**About International Rectifier**

International Rectifier Corporation (NYSE:IRF) is a world leader in power management technology. IR's analog, digital, and mixed signal ICs, and other advanced power management products, enable high performance computing and save energy in a wide variety of business and consumer applications. Leading manufacturers of computers, energy efficient appliances, lighting, automobiles, satellites, aircraft, and defense systems rely on IR's power management solutions to power their next generation products. For more information, go to [www.irf.com](http://www.irf.com).

**Forward-Looking Statements:**

This document contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements relate to expectations concerning matters that (a) are not historical facts, (b) predict or forecast future events or results, or (c) embody assumptions that may prove to have been inaccurate. These forward-looking statements involve risks, uncertainties and assumptions. When we use words such as "believe," "expect," "anticipate," "will", "outlook" or similar expressions, we are making forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we cannot give readers any assurance that such expectations will prove correct. The actual results may differ materially from those anticipated in the forward-looking statements as a result of numerous factors, many of which are beyond our control. Important factors that could cause actual results to differ materially from our expectations include, but are not limited to, further reduced demand or order cancellations arising from a decline or volatility in general market and economic conditions; reduced margins from lower than expected factory utilization, higher than expected costs and customer shifts to lower margin products; changes in the timing or amount of costs associated with, or disruptions caused by, our restructuring initiatives; our ability to implement our restructuring initiatives as planned and achieve the anticipated benefits, which may be affected by, among other things: customer requirements, changes in business conditions and/or operational needs, retention of key employees, governmental regulations, delays and increased costs; unexpected costs or delays in implementing our plans to secure and qualify external manufacturing capacity for our products, including the purchase and installation of additional manufacturing equipment; the effects of longer lead times for certain products on meeting demand and any inability by us to satisfy or to timely satisfy customer demand; volatility or deterioration of capital markets; the adverse impact of regulatory, investigative and legal actions; increased competition in the highly competitive semiconductor business that could adversely affect the prices of our products or our ability to secure additional business; the effects of manufacturing, operational and vendor disruptions; unexpected delays and disruptions in our supply, manufacturing and delivery efforts due to, among other things, supply constraints, equipment malfunction or natural disasters; delays in launching new technology products; our ability to maintain current intellectual property licenses and obtain new intellectual property licenses; costs arising from pending and threatened litigation or claims; the effects of natural disasters; and other uncertainties disclosed in the Company's reports filed from time to time with the Securities and Exchange Commission, including its most recent reports on Forms 10-K and 10-Q, as filed from time to time.

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