
**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): June 6, 2016

SOHU.COM INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-30961
(Commission
File Number)

98-0204667
(I.R.S. Employer
Identification No.)

**Level 18, SOHU.com Media Plaza
Block 3, No. 2 Kexueyuan South Road, Haidian District
Beijing 100190
People's Republic of China
(011) 8610-6272-6666**

(Address, including zip code, of registrant's principal executive offices
and 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 (see General Instruction A.2. below):

- 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.

On June 6, 2016, Ms. Carol Yu submitted her resignation from her positions as President and Chief Financial Officer of the registrant, effective July 31, 2016. Ms. Joanna Lv, currently the Senior Finance Director of the registrant, will assume the position of acting chief financial officer of the registrant upon the effectiveness of Ms. Yu's resignation.

On June 8, 2016 the registrant entered into a letter agreement with Ms. Yu that includes the following key terms in connection with Ms. Yu's resignation from her positions as President and Chief Financial Officer of the registrant:

- Except for certain specified provisions, Ms. Yu's employment agreement with the registrant dated as of March 8, 2016 will terminate effective July 31, 2016;
- Ms. Yu will cooperate with the registrant regarding the transitioning of all of Ms. Yu's positions and responsibilities in the registrant and all affiliated and related entities of the registrant;
- Ms. Yu will serve as a consultant to the registrant from August 1, 2016 until December 31, 2016 and will receive a consulting fee of RMB200,000 (approximately US\$30,500 per month), plus tax equalization with respect to such fees that will cause Ms. Yu's effective income tax rate on such fees to be 15%;
- Ms. Yu agrees not to compete with the registrant through July 31, 2017. The non-competition provisions in the letter agreement will replace the non-competition provisions of Ms. Yu's existing employee non-competition, non-solicitation, confidential information and work product agreement with the registrant dated as of March 8, 2016, but all other provisions of that agreement will remain in effect;
- Ms. Yu's existing health benefits and life insurance will be continued through December 31, 2016;
- For options held by Ms. Yu for the purchase of shares of the registrant's common stock, (i) unvested options will cease vesting as of July 31, 2016 and (ii) vested options will remain vested and exercisable;
- The registrant's subsidiary Sogou Inc. ("Sogou") will, subject to approval of Sogou's board of directors, purchase from Ms. Yu all of the vested options held by Ms. Yu for the purchase of 720,000 Sogou Class A ordinary shares, at US\$10.00 for each such option (or a total of US\$7,200,000 for all such vested options); and treatment of unvested options held by Ms. Yu for the purchase of 2,400,000 Sogou Class A ordinary shares will be subject to discussions between the registrant and Ms. Yu regarding her future roles and responsibilities for Sogou; and
- Ms. Yu will receive a bonus for the period from January 1, 2016 through July 31, 2016 in the amount of RMB1,200,000 (approximately US\$182,650) as compensation for serving as the registrant's President and Chief Financial Officer and (ii) a bonus for the same period in the amount of RMB3,000,000 (approximately US\$456,650) as compensation for serving as Co-Chief Executive Officer of the registrant's majority-owned subsidiary Changyou.com Limited ("Changyou"), subject to the approval of Changyou's board of directors.

A copy of a press release issued by the registrant regarding the foregoing is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(c) Exhibits.**

99.1 Press Release dated June 8, 2016

99.2 Letter Agreement dated June 8, 2016 between the registrant and Ms. Carol Yu

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DATED: June 8, 2016

SOHU.COM INC.

By: /s/ Carol Yu

Carol Yu

President and Chief Financial Officer

Sohu.com Announces Management Changes

BEIJING, CHINA, June 8, 2016 – Sohu.com Inc. (NASDAQ: SOHU), China’s leading online media, video, search and gaming business group (“Sohu” or the “Company”), today announced that its President and Chief Financial Officer Ms. Carol Yu will retire effective July 31, 2016. The Company will retain Ms. Yu as a consultant for a transition period from August through the end of 2016. The Company has appointed Ms. Joanna Lv to assume the position of acting Chief Financial Officer effective upon Ms. Yu’s retirement.

“I would like to thank Carol for her dedicated services and extraordinary contributions to the Sohu Group in the past 12 years. She has helped grow Sohu’s portfolio of businesses, including Changyou and Sogou. Carol achieved many accomplishments, such as Changyou’s IPO and bringing in Tencent as Sogou’s strategic investor, that are highly regarded by the industry. We respect her decision and sincerely wish her a happy retiring life,” said Dr. Charles Zhang, Chairman and CEO of Sohu.com Inc.

“Sohu is one of the pioneers in Chinese internet, and it kept the commitment to social responsibility. My gratitude towards Charles and Sohu is beyond words. I feel so privileged to be able to work at Sohu. The past 12 years represent the most fulfilling and accomplished part of my work life. To many Sohu colleagues I am a coach and mentor, and I couldn’t be prouder of the achievements by Sohu, Changyou and Sogou. I have the greatest confidence that the teams will bring the respective businesses to new heights. The finance team led by Joanna will continue to do an outstanding job and I am committed to a smooth transition,” said Ms. Yu.

Ms. Joanna Lv joined Sohu in August 2000. She is currently the Senior Finance Director, in charge of day-to-day finance operations, including financial reporting, budget planning and treasury. Joanna brings extensive experience in financial management and has been involved in multiple strategic financial projects for Sohu. Ms. Lv received her bachelor’s degree in economics from the Capital University of Economics and Business in Beijing and an EMBA degree from Tsinghua University.

About Sohu.com

Sohu.com Inc. (NASDAQ: SOHU) is China’s premier online brand and indispensable to the daily life of millions of Chinese, providing a network of Web properties and community based/Web 2.0 products which offer the vast Sohu user community a broad array of choices regarding information, entertainment and communication. Sohu has built one of the most comprehensive matrices of Chinese language web properties and proprietary search engines, consisting of the mass portal and leading online media destination www.sohu.com; the interactive search engine www.sogou.com; the developer and operator of online games www.changyou.com/en/ and the leading online video Website tv.sohu.com.

Sohu corporate services consist of online brand advertising on its matrix of websites as well as bid listing and home page on its in-house developed search directory and engine. Sohu also provides multiple news and information service on mobile platforms, including SohuNews App and mobile news portal m.sohu.com. Sohu's online game subsidiary, Changyou.com (NASDAQ: CYOU) has a diverse portfolio of popular online games, such as Tian Long Ba Bu ("TLBB"), one of the most popular PC games in China, as well as a number of mobile games. Changyou also owns and operates the 17173.com Website, a leading game information portal in China. Sohu.com, established by Dr. Charles Zhang, one of China's internet pioneers, is in its twentieth year of operation.

Safe Harbor Statement

This announcement contains forward-looking statements. Statements that are not historical facts, including statements about Sohu's beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore you should not place undue reliance on them. Forward-looking statements involve inherent risks and uncertainties. We caution you that a number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. Potential risks and uncertainties include, but are not limited to, instability in global financial and credit markets and its potential impact on the Chinese economy; exchange rate fluctuations, including their potential impact on the Chinese economy and on Sohu's reported US dollar results; recent slow-downs in the growth of the Chinese economy; the uncertain regulatory landscape in the People's Republic of China; fluctuations in Sohu's quarterly operating results; Sohu's current and projected future losses due to increased spending by Sohu for video content; the possibilities that Sohu will be unable to recoup its investment in video content and that Changyou will be unable to develop a series of successful games for mobile platforms or successfully monetize mobile games it develops or acquires; and Sohu's reliance on online advertising sales, online games and mobile services for its revenues. Further information regarding these and other risks is included in Sohu's annual report on Form 10-K for the year ended December 31, 2015, and other filings with the Securities and Exchange Commission.

For investor and media inquiries, please contact:

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In the United States:

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June 8, 2016

Charles Zhang
Chairman of the Board
Sohu.com Inc.

Dear Charles,

Please accept my formal resignation as follows:

a) I hereby resign from my positions as President and Chief Financial Officer of Sohu.com Inc., a Delaware corporation (“Sohu”), effective at the close of business on July 31, 2016 (the “Termination Date”).

b) Commencing on August 1, 2016 and ending December 31, 2016 (the “Consulting Period”), I will serve as a consultant to Sohu, reporting to Charles Zhang. My consulting fees shall be RMB200,000 per month, which shall be paid on a monthly basis in Hong Kong in US dollars based on the US-dollar-to-RMB exchange rate in effect at the time of the payment. In addition, Sohu shall pay tax equalization with respect to the consulting fees so as to cause my tax rate on such fees to be 15%. During the Consulting Period, I will be free to seek full-time employment with or provide consulting services to, or to serve as a member of the board of directors of, other entities.

c) Sohu and I hereby agree that, for one year after the Termination Date (the “Non-compete Period”), I will not, on my own behalf, or as owner, manager, stockholder (other than as stockholder of less than 2% of the outstanding stock of a company that is publicly traded or listed on a stock exchange), consultant, director, officer or employee of or in any other manner connected with any business entity, participate or be involved in any Competitor without the prior written authorization of Charles Zhang. “Competitor” means any business of the type and character of business in which Sohu engages or proposes to engage and may include, without limitation, an individual, company, enterprise, partnership enterprise, government office, committee, social organization or other organization that, in any event, produces, distributes or provides the same or substantially similar kind of product or service as does Sohu. “Competitors” include, without limitation: Tencent, Sina, NetEase, Phoenix, Autohome, BitAuto, Youku Tudou, iQIYI, SouFun, Leju, YY, Baidu, Qihoo, UCWeb, Google, Shanda, Perfect World, Giant, Kalends Inc., iDreamsky Technology Ltd., NetDragon, Kingsoft, Yahoo, Microsoft, Facebook, Twitter, and such other companies as are described as competitors in Sohu’s annual report on Form 10-K for the fiscal year ended December 31, 2015.

d) Sohu and I agree that paragraph (c) of this letter agreement will replace Section 1 of the Employee Non-Competition, Non-Solicitation, Confidential Information and Work Product Agreement dated as of March 8, 2016 between Sohu and me (the "Employee Obligations Agreement"), and that Section 2 of the Employee Obligations Agreement will remain in effect in accordance with its existing terms, except that it will remain in effect during the Non-compete Period hereunder rather than for the period provided in the Employee Obligations Agreement, and all other provisions of the Employee Obligations Agreement will survive the termination of my employment in accordance with its terms.

e) Sohu and I hereby agree that my health insurance benefits and life insurance with the same coverage provided to me as described in the Employment Agreement dated as of March 8, 2016 between me and Sohu (the "Employment Agreement") will be continued through the end of the year of 2016.

f) For options held by me for the purchase of shares of Sohu common stock, Sohu and I hereby agree that (i) unvested options shall cease vesting as of the Termination Date and (ii) vested options will remain vested and exercisable by me, and Sohu shall provide necessary assistance when I exercise the options, including in connection with cashless exercise through a broker if requested by me. Sohu and I hereby agree that (i) I shall sell to Sogou Inc. ("Sogou"), and Sogou shall purchase from me, all of the vested options currently held by me for the purchase of 720,000 Class A ordinary shares of Sogou, for US\$10 for each such option (i.e., a total of US\$7,200,000 for all such vested options). Sohu and I acknowledge and agree that the sale and purchase will be subject to Sogou Board approval. The payment shall be made in US dollars before July 31, 2016 to my designated bank account, and (ii) treatment of unvested options held by me for the purchase of 2,400,000 Class A ordinary shares of Sogou will be based on and subject to discussions between Sohu and me regarding my future roles and responsibilities for Sogou.

g) Sohu and I hereby agree that I will cooperate with Sohu regarding the transitioning of my all other positions and responsibilities in Sohu and all affiliated and related entities of Sohu (collectively with Sohu, the "Sohu Group") in due course.

h) Sohu and I hereby agree that I will receive a bonus in the amount of RMB1,200,000 for the period from January 1, 2016 to July 31, 2016 as compensation for serving as Sohu's President and CFO and a bonus in the amount of RMB3,000,000 for the period from January 1, 2016 to July 31, 2016 as compensation for serving as Changyou's Co-CEO. Sohu and I acknowledge and agree that the Changyou bonus will be subject to Changyou Board approval. The payment shall be made in US dollars before July 31, 2016 to my designated bank account.

i) Except for Section 6(f), Section 7(c) and Sections 8, 9, 10, 11 and 12 of the Employment Agreement, which will survive indefinitely, Sohu and I hereby agree that the Employment Agreement will be terminated effective as of the Termination Date.

j) I hereby agree, on my own behalf, and on behalf of my heirs, successors and assigns, that the terms of this letter agreement will be in complete and final settlement of any and all claims, rights, interests, demands, compensation and damages ("Claims"), whether known or unknown, of every name and nature, both in law and equity, I have or may have, or have ever had from the beginning of the world to this date, against the Sohu Group, or any director, officer, employee, independent contractor, consultant, stockholder, manager, member, partner, trustee, beneficiary or agent of any of the foregoing through the date hereof, in any way relating to or arising out of my employment with Sohu, and the termination of such employment. This release does not release Sohu from any of its obligations under this letter agreement.

k) Sohu agrees that the terms of this letter agreement will be in complete and final settlement of any and all Claims, whether known or unknown, of every name and nature, both in law and equity, it has or may have, or has ever had from the beginning of the world to this date, against me through the date it has signed this letter agreement, in any way related to or arising out of my employment with Sohu or any of its affiliates or related entities and the termination of such employment. This release does not release me from, or waive any of the rights of Sohu or any other member of the Sohu Group with respect to, (i) any of my obligations under this letter agreement or (ii) any act or omission that constitutes gross negligence, intentional misconduct, fraud, bad faith or a knowing material violation of law.

l) Neither Sohu or any of its affiliated and related entities nor I will make, publish or state, or cause to be made, published or stated, any defamatory or disparaging statement, writing or communication pertaining to the character, reputation, business practices, competence or conduct of the other or, in the case of Sohu, of any of its affiliated and related entities, or its and their present or former shareholders, directors, officers, employees, agents, representatives or successors.

m) This letter agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to the doctrine of conflict of laws.

Very truly yours,

Carol Yu

Accepted and agreed to:

By: _____
Charles Zhang
Sohu.com Inc.
Chairman of the Board and Chief Executive Officer