

**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

July 23, 2015

(Date of earliest event reported)

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**OLD DOMINION FREIGHT LINE, INC.**

(Exact name of registrant as specified in its charter)

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**Virginia**  
(State or other jurisdiction  
of incorporation)

**0-19582**  
(Commission  
File Number)

**56-0751714**  
(I.R.S. Employer  
Identification No.)

**500 Old Dominion Way**  
**Thomasville, North Carolina 27360**  
(Address of principal executive offices)  
(Zip Code)

**(336) 889-5000**  
(Registrant's telephone number, including area code)

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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.**

(e)

On July 23, 2015, Old Dominion Freight Line, Inc. (the “Company”) and Earl E. Congdon, Executive Chairman of the Company’s Board of Directors, entered into an amendment, effective as of November 1, 2015 (the “Amendment”), to the Second Amended and Restated Employment Agreement between the Company and Mr. Congdon, originally effective as of November 1, 2012 (the “Employment Agreement”). The term of the Employment Agreement was scheduled to expire November 1, 2015, and the Amendment extends the term of the Employment Agreement through November 1, 2018. The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.17.19 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit  
No.**

**Description**

10.17.19	First Amendment to Second Amended and Restated Employment Agreement by and between Old Dominion Freight Line, Inc. and Earl E. Congdon, effective as of November 1, 2015
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**SIGNATURE**

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.

**OLD DOMINION FREIGHT LINE, INC.**

By: /s/ John P. Booker, III  
John P. Booker, III  
Vice President – Controller  
(Principal Accounting Officer)

Date: July 27, 2015

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**EXHIBIT INDEX  
TO CURRENT REPORT ON FORM 8-K**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.17.19	First Amendment to Second Amended and Restated Employment Agreement by and between Old Dominion Freight Line, Inc. and Earl E. Congdon, effective as of November 1, 2015

**FIRST AMENDMENT  
TO  
SECOND AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

***THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT*** (the “Amendment”), is made and entered into on the 23rd day of July, 2015, to be effective as of the 1st day of November, 2015, by and between **OLD DOMINION FREIGHT LINE, INC.** (the “Company”), a corporation organized and existing under the laws of the Commonwealth of Virginia and having its principal office at Thomasville, North Carolina, and **EARL E. CONGDON** (the “Executive”), an individual residing at Fort Lauderdale, Florida.

**RECITALS:**

The Company and the Executive previously entered into the Second Amended and Restated Employment Agreement, effective as of November 1, 2012 (the “Employment Agreement”), the term of which Employment Agreement is scheduled to expire November 1, 2015. The parties now desire to extend the term of the Employment Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained in the Employment Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Section 5.1 of the Employment Agreement is hereby amended by deleting the current text of Section 5.1 and replacing it with the following:

**“5.1. Term of Employment.** The Term shall commence as of November 1, 2012, and shall continue until the earliest to occur of the following: (i) November 1, 2018; (ii) the date of death of the Executive; (iii) the specified date of termination under the Notice Exception (as defined in Section 5.2); (iv) the date of termination under the Cause Exception (as defined in Section 5.3); (v) the date the Executive terminates his employment for Good Reason; or (vi) the date of termination as a result of the Executive’s Total Disability.”

2. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3. Except as otherwise provided in this Amendment, the terms and provisions of the Employment Agreement shall be unchanged and shall continue in full force and effect.

*[signature page follows]*

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IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

**EXECUTIVE**

/s/ Earl E. Congdon  
Earl E. Congdon

**OLD DOMINION FREIGHT LINE, INC.**

**By:** /s/ David S. Congdon  
**Name:** David S. Congdon  
**Title:** Vice Chairman and Chief Executive Officer

**Attest:**

/s/ Ross H. Parr  
Secretary/Assistant Secretary