
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)**

(Amendment No.)1

Velodyne Lidar, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

92259F101
(CUSIP Number)

DAVID S. HALL
c/o Stewart Landefeld
Perkins Coie LLP
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(206) 359-8000
c/o Steve Wolosky, Esq.
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(212) 451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

January 7, 2021
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

1 The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see the Notes*).

1	NAME OF REPORTING PERSON DAVID S. HALL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 98,534,166(1)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 59,866,921
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 98,534,166 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 58.4%	
14	TYPE OF REPORTING PERSON IN	

¹ Consists of (i) 59,866,921 Shares held directly by Mr. Hall and (ii) 38,667,245 Shares held by other stockholders over which, except under limited circumstances, Mr. Hall holds an irrevocable voting proxy, as further described in Item 4 and 6.

1	NAME OF REPORTING PERSON MARTA THOMA HALL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 6,310,434(2)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,310,434(2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.7%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

² Mr. Hall holds a voting proxy over all such Shares.

Item 1. Security and Issuer.

This statement relates to the common stock, par value \$0.0001 per share (the “Shares”), of Velodyne Lidar, Inc., a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 5521 Hellyer Avenue, San Jose, California 95138.

Item 2. Identity and Background.

(a) This statement is filed by David S. Hall and Marta Thoma Hall. Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.”

(b) The principal business address of Mr. Hall is 6114 LaSalle Avenue, #441, Oakland, CA 94611. The principal business address of Ms. Hall is c/o the Issuer, 5521 Hellyer Avenue, San Jose, California 95138.

(c) The principal occupation of Mr. Hall is serving as the Chairman of the Board of Directors (the “Board”) of the Issuer. The principal occupation of Ms. Hall is serving as the Chief Marketing Officer and as a member of the Board of the Issuer.

(d) No Reporting Person, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the Reporting Persons are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

In connection with the merger described in that certain Agreement and Plan of Merger, dated as of July 2, 2020 (the “Merger”), and amended on August 20, 2020, by and among the Issuer (formerly known as Graf Industrial Corp.), VL Merger Sub Inc. and Velodyne Lidar USA, Inc. (formerly known as Velodyne Lidar, Inc., the “Predecessor Company”), Mr. Hall received 59,770,524 Shares in exchange for 20,066,595 shares of common stock in the Predecessor Company. On the effective date of the Merger, the closing price of the Shares was \$24.75 per Share. Mr. Hall also received 220,336 restricted stock units (“RSUs”) of the Issuer in exchange for 75,000 RSUs in the Predecessor Company in connection with the Merger, with each RSU representing the right to receive one Share. Of these RSUs, 96,397 have vested or will fully vest within 60 days of the date hereof.

In connection with the Merger, Ms. Hall received 5,935,865 Shares in exchange for 1,992,832 shares of common stock in the Predecessor Company. Ms. Hall also received 514,116 RSUs of the Issuer in exchange for 175,000 RSUs in the Predecessor Company in connection with the Merger, with each RSU representing the right to receive one Share. Of these RSUs, 374,569 have vested or will fully vest within 60 days of the date hereof

Item 4. Purpose of Transaction.

Mr. Hall is the founder of the Predecessor Company and currently the Chairman of the Board of the Issuer. Mr. Hall resigned as an employee and Executive Chairman of the Issuer effective January 7, 2021. Mr. Hall intends to continue serving as an active non-employee Director and Chairman of the Board through the remainder of his term. Ms. Hall is currently the Chief Marketing Officer and a director of the Issuer. Ms. Hall intends to continue serving as the Chief Marketing Officer and as a director of the Issuer through the remainder of her term. The Reporting Persons intend to have discussions with the Board relating to the composition and structure of the Board and their investment generally.

Mr. Hall controls approximately 58.4% of the Issuer's voting power consisting of (i) 59,866,921 Shares held directly by Mr. Hall and (ii) 38,667,245 Shares held by other stockholders, including Ms. Hall, Mr. Culkin and certain other family members and stockholders, over which, except under limited circumstances, Mr. Hall has been granted, pursuant to various voting agreements (each a "Proxy and Lock-Up Agreement"), an irrevocable proxy to vote such stockholders' Shares at Mr. Hall's discretion on all matters to be voted upon by stockholders. As a result, Mr. Hall has the ability to control the outcome of matters submitted to the Issuer's stockholders for approval, including the election of directors and any merger, consolidation, or sale of all or substantially all of the Issuer's assets. In addition, Mr. Hall may be deemed to control the Issuer's affairs as a result of his ability to control the election of directors to the Board. A form of Proxy and Lock-Up Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of the Issuer, engaging in discussions with stockholders of the Issuer and others about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition) or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in this Item.

Item 5. Interest in Securities of the Issuer.

The aggregate percentage of Shares reported owned by the Reporting Person is based upon 168,713,296 Shares outstanding, as of November 4, 2020, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 9, 2020.

A. Mr. Hall

- (a) As of the close of business on January 13, 2021, Mr. Hall beneficially owned 98,534,166 Shares, consisting of (i) 59,866,921 Shares held directly by Mr. Hall and (ii) 38,667,245 Shares held by other stockholders over which, except under limited circumstances, Mr. Hall holds an irrevocable voting proxy, as further described in Item 4.
- Percentage: Approximately 58.4%
- (b) 1. Sole power to vote or direct vote: 98,534,166
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 59,866,921
4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Hall has not entered into any transactions in the Shares during the past sixty days.

B. Ms. Hall

- (a) As of the close of business on January 13, 2021, Ms. Hall beneficially owned 6,310,434 Shares. Mr. Hall holds an irrevocable voting proxy over all such Shares. The Shares reported below exclude the Shares held by her spouse, Mr. Hall.
- Percentage: Approximately 3.7%
- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 6,310,434
4. Shared power to dispose or direct the disposition: 0
- (c) Ms. Hall has not entered into any transactions in the Shares during the past sixty days.

The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, the beneficial owners of any securities of the Issuer that he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that he or it does not directly own.

- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Subject to the satisfaction of a service-based requirement, Mr. Hall received 3,340 RSUs from the Issuer representing the right to receive one Share. The service-based requirement with respect to 100% of the RSUs required Mr. Hall to remain in continuous service through March 29, 2021.

Subject to the satisfaction of a service-based requirement, Ms. Hall received 7,793 RSUs from the Issuer representing the right to receive one Share. The service-based requirement will be satisfied with respect to 100% of the RSUs if Ms. Hall remains in continuous service through March 29, 2021.

The description of the Proxy and Lock-Up Agreements in Item 4 is incorporated here by reference.

On January 13, 2021, the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the Shares to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships between the Reporting Person, or any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

99.1 [Form of Proxy and Lock-Up Agreement](#)

99.2 [Joint Filing Agreement by and between David S. Hall and Marta Thoma Hall dated January 13, 2021.](#)

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 13, 2021

/s/ David S. Hall

DAVID S. HALL

/s/ Marta Thoma Hall

MARTA THOMA HALL

FORM OF PROXY AND LOCK-UP AGREEMENT

The undersigned stockholder (the “Stockholder”) of Velodyne Lidar, Inc., a Delaware corporation (the “Company”), understands that the Company entered into that certain Agreement and Plan of Merger (the “Merger Agreement” and the transactions contemplated by the Merger Agreement, the “Business Combination”), dated as of July 2, 2020, with Graf Industrial Corp., a Delaware corporation (“Graf”), and VL Merger Sub Inc., a wholly owned subsidiary of Graf (the “Merger Sub”), pursuant to which Merger Sub will merge with and into the Company and the Company will survive the merger as a wholly owned subsidiary of Graf, which will subsequently change its name to Velodyne Lidar, Inc.

The Stock is the holder of certain shares of Common Stock of the Company (the “Common Stock”). The Stockholder previously granted directly or indirectly to David Hall (the “Founder”) an irrevocable proxy allowing the Founder to vote all shares of the Company’s stock held by the Stockholder. Under the terms of the Merger Agreement, immediately prior to the effective time of the Business Combination, each outstanding share of Common Stock will be converted into shares of common stock of Graf (the “Graf Shares”). On the terms set forth in this Proxy and Lock-Up Agreement (the “Agreement”), the Stockholder desires to grant a voting proxy in favor of the Founder in order to allow the Founder to exercise all voting rights over any Graf Shares held by the Stockholder at and following the closing of the Business Combination. Additionally, for the benefit of Graf and the Company, the Stockholder acknowledges and agrees to the lock-up restrictions set forth in this Agreement.

In order to induce the Company and Graf to complete the Business Combination and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Stockholder hereto agrees as follows:

1. The Stockholder hereby constitutes and appoints as the proxy of such Stockholder, and hereby grants a power of attorney to the Founder with full power and substitution, with respect to the matters set forth herein, and hereby authorizes the Founder to represent and to vote any and all Graf Shares held by such Stockholder or shares of voting securities of Graf that such Stockholder may hereafter acquire (collectively, the “Proxy Shares”), in such manner as the Founder shall determine in his sole discretion and without notice to or consultation of such Stockholder, in all matters before the stockholders of the Company. Each of the proxy and power of attorney granted in this Section 1 is given in consideration of the agreements and covenants of the Company and the Founder in connection with the transactions contemplated by the Merger Agreement and this Agreement and, as such, each is coupled with an interest and shall be irrevocable until this Agreement terminates pursuant to its terms, or this Section 1 is amended to remove such grant of proxy and power of attorney. The Stockholder shall not hereafter, until this Agreement terminates pursuant to its terms or this Section 1 is amended to remove this provision, grant, or purport to grant, any other proxy or power of attorney with respect to such Proxy Shares, deposit any of such Proxy Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or power of attorney or give instructions with respect to the voting of any of such Proxy Shares, in each case, with respect to any of the matters set forth in this Agreement.

2. The Stockholder hereby agrees that he, she or it will not, and will not publicly disclose an intention to, during the period commencing on the date of the closing of the Business Combination and ending 180 days after the date of the closing of the Business Combination: (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Graf Shares or any securities convertible into or exercisable or exchangeable for Graf Shares (whether such Graf Shares or any such securities are then owned by the Stockholder or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Graf Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of

Graf Shares or other securities, in cash or otherwise. The foregoing restrictions shall not apply to: (A) transactions relating to common shares or other securities acquired in the Public Offering or in open market transactions after the completion of the Public Offering, (B) transfers or distributions of Graf Shares or any security convertible into or exercisable or exchangeable for Graf Shares (1) as a bona fide gift or charitable contribution, (2) by will or intestacy or to any member of the Stockholder's immediate family or to a trust for the direct or indirect benefit of the Stockholder and/or any member of the Stockholder's immediate family, (3) to any corporation, partnership limited liability company or other business entity, all of the beneficial ownership interests of which, in each such case, are held by the Stockholder or any member of the Stockholder's immediate family, (4) if the Stockholder is a corporation, to limited partners, members, shareholders or holders of similar equity interests in the Stockholder or (5) if the Stockholder is a corporation, to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the Stockholder, or to any investment fund or other entity controlled or managed by the Stockholder or affiliated with the Stockholder, provided that (Y) each transferee or distributee shall sign and deliver a lock-up agreement substantially in the form of this Section 2 and (Z) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Graf Shares, shall be required or shall be voluntarily made during the aforementioned 180 day period. Notwithstanding the foregoing, this Section 2 shall not apply to transfers pursuant to a bona fide third-party tender offer for all outstanding Graf Shares or securities convertible into or exercisable or exchangeable for Graf Shares, merger, amalgamation, consolidation or other similar transaction approved by the Company's Board of Directors and made to all holders of the Company's securities involving a change of control of the Company (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Graf Shares or other such securities in connection with such transaction, or vote any Graf Shares or other such securities in favor of any such transaction); provided that in the event that such tender offer, merger, amalgamation, consolidation or other such transaction is not completed, such securities held by the Stockholder shall remain subject to the provisions of this agreement. For purposes of this Section, "change of control" shall mean the consummation of any bona fide third party tender offer, merger, amalgamation, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of greater than 50% of total voting power of all outstanding voting securities of the Company (or the surviving entity).

3. The Company, the Founder and Graf are the intended beneficiaries of this Agreement and shall have the right, power and authority to enforce the provisions hereof. In order to enforce the foregoing covenant in Section 2 of this Agreement, the Company and/or Graf may impose stop-transfer instructions with respect to the Graf Shares of the Stockholder until the end of the period referenced in Section 2. The Stockholder understands that the Company, the Founder and Graf are relying on this Agreement in proceeding towards consummation of the Business Combination.

4. The Stockholder acknowledges that the proxies and powers granted herein are coupled with an interest, are irrevocable; provided, however, that proxies and powers granted herein shall automatically terminate (i) upon the Founder's death, (ii) upon the written notice of termination of the proxies and powers granted herein duly executed by the Founder and (iii) with respect to any Proxy Shares transferred to a third party in an arm's length transaction for good and valuable consideration, with any balance of the Proxy Shares held by the Stockholder remaining subject to the terms of this Agreement (for the avoidance of doubt, estate planning transfers to trusts and transfers to entities affiliated with the Stockholder shall not terminate the proxies and power granted herein and as a condition such transfer the Stockholder agrees to require the transferee to grant a proxy on the terms set forth in Section 2 in favor of the Founder). In connection with the foregoing proxies and powers, the Founder is authorized to execute, on behalf of the undersigned Stockholder, any and all agreements, instruments or documents in such form and on such terms

and conditions as the Stockholder deems necessary or desirable, its execution thereof to be conclusive evidence of its authority hereunder, and generally to say, do, act, transact, determine, accomplish and finish all matters and things whatsoever, relating to the matters set forth above, as fully, amply and effectually as though the undersigned Stockholder, if present, ought or might personally do. This instrument may be exercised despite the undersigned Stockholder's subsequent disability or death.

5. The Stockholder acknowledges and agrees that the Founder has no fiduciary relationship with, nor does the Founder owe any fiduciary obligation to, the Stockholder by virtue of the power and proxies granted herein, and the Stockholder waives any claim related thereto.

6. If any provisions of this Agreement shall be determined to be illegal or unenforceable by any court of law, the remaining provisions shall be severable and enforceable to the maximum extent possible in accordance with their terms. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to the principles of conflicts of law thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Proxy and Lock-Up Agreement is executed as of the date first written above.

STOCKHOLDER:

By: _____
Name:

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the common stock, par value \$0.0001 per share, of Velodyne Lidar, Inc., a Delaware corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: January 13, 2021

/s/ David S. Hall

DAVID S. HALL

/s/ Marta Thoma Hall

MARTA THOMA HALL