
**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): May 25, 2022 (May 23, 2022)

WAITR HOLDINGS INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37788
(Commission File Number)

26-3828008
(IRS Employer
Identification No.)

214 Jefferson Street, Suite 200
Lafayette, Louisiana
(Address of Principal Executive Offices)

70501
(Zip Code)

Registrant's Telephone Number, Including Area Code: (337) 534-6881

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions 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))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value \$0.0001 Per Share	WTRH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Leonid Bogdanov as Chief Financial Officer

On May 23, 2022, Mr. Bogdanov informed Waitr Holdings Inc. (“Company”) of his decision to resign as chief financial officer effective June 17, 2022. Mr. Bogdanov’s decision to resign was not related to any disagreement with the Company on any matter relating to the Company’s operations, policies or practices. Mr. Bogdanov will be entitled to receive a payment of \$18,082 pursuant to his employment agreement on the effective date of his resignation. The Company is most appreciative and grateful for the services of Mr. Bogdanov.

Appointment of Armen Yeghyazarians as Chief Financial Officer

Mr. Yeghyazarians was appointed chief accounting officer of the Company in September 2021. Effective upon the resignation of Mr. Bogdanov as chief financial officer on June 17, 2022, Mr. Yeghyazarians will assume the duties and responsibilities of chief financial officer of the Company in addition to serving as chief accounting officer.

Mr. Yeghyazarians, 46, has served as our chief accounting officer since September 2021. Mr. Yeghyazarians has over 20 years of finance and accounting experience and has held senior management roles at various public and private companies. Mr. Yeghyazarians served as director of accounting for 99 Cents Only from February 2019 through September 2021, and prior to that as vice president/controller of a subsidiary of Paysafe, from October 2015 through December 2018. Mr. Yeghyazarians is an active CPA in the state of California and holds a Bachelor of Science from California State University, Northridge.

In September 2021, Mr. Yeghyazarians entered into an at-will employment agreement providing for the payment of an annual salary of \$250,000 and issuance of 100,000 restricted stock units, one-third of such restricted stock units vest on each of the first three anniversaries of the grant date. In March 2022, Mr. Yeghyazarians received an additional grant of 100,000 restricted stock units, one-third of such restricted stock units vest on each of the first three anniversaries of the grant date. On May 24, 2022, Mr. Yeghyazarians entered into an amendment to his employment agreement, to be effective on June 17, 2022, to reflect (i) his service as both chief accounting officer and chief financial officer and (ii) an increase in his salary to \$300,000 per annum.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Amendment No. 1 to the employment agreement of Mr. Yeghyazarians dated May 24, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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 thereunto duly authorized.

WAITR HOLDINGS INC.

Date: May 25, 2022

By: /s/ Thomas C. Pritchard

Name: Thomas C. Pritchard

Title: General Counsel

**AMENDMENT NO. 1 TO
EXECUTIVE EMPLOYMENT AGREEMENT**

This amendment dated May 24, 2022 (the “Amendment”) amends the executive employment agreement dated September 2, 2021 (“Agreement”), by and between Waitr Holdings Inc., a Delaware corporation (the “Company”) and Armen Yeghyazarians (“Executive”), and is effective the 17th day of June, 2022 (“Effective Date”).

WHEREAS, the Company and Executive desire to amend the Agreement to reflect increased responsibility and compensation as detailed herein;

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment and Restatement of Section 2.1. Section 2.1 of the Agreement is hereby amended and restated in its entirety as follows:

Position. During the Employment Term and effective on the Effective Date, Executive shall serve as the Chief Accounting Officer and Chief Financial Officer of the Company, reporting to the chief executive officer or Board of Directors of the Company (the “**Board**”). In such position, Executive shall have such duties, authority, and responsibilities as shall be determined from time to time by the chief executive officer (or the Board), which duties, authority, and responsibilities are consistent with Executive’s position. Executive shall, if requested, also serve as a member of the Board or as an officer or director of any affiliate of the Company for no additional compensation.

2. Amendment of Section 4.1. Section 4.1 of the Agreement is hereby amended to add the following sentence:

Commencing on the Effective Date, the Base Salary shall increase to \$300,000 per year.

3. No Other Amendments. Except as set forth in Sections 1 and 2 of this Amendment, the Agreement shall remain in full force and effect as currently in effect and, by execution of this Amendment, each party re-affirms the provisions and terms of the employment relationship set forth in the Agreement (as amended by this Amendment).
4. Severability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable, all other provisions of this Amendment shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be effected thereby.
5. Counterparts. This Amendment may be executed in multiple counterparts with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

6. Entire Agreement. This Amendment and the Agreement constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof.
7. Defined Terms. Defined terms used in this Amendment shall have the meaning ascribed to them herein or in the Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment or has caused this Amendment to be executed on its behalf by a representative duly authorized, to be effective on the Effective Date.

Waitr Holdings, Inc.

By: /s/ Carl Grimstad
Carl Grimstad, Chief Executive Officer

Executive

/s/ Armen Yeghyazarians
Armen Yeghyazarians