

---

---

**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): April 23, 2020**

---

**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.**

***Appointment of Directors***

Effective April 23, 2020, the Company's board of directors (the "Board") appointed Charles Holzer and Buford Ortale to the Board as Class II directors, with terms of office expiring at the Company's 2020 annual meeting of stockholders.

Charles Holzer, 50, is a director of his family-owned real estate company. Mr. Holzer's responsibilities have included the acquisition, financing, development and management of \$1,000,000,000 in various real estate transactions; the creation, operation and eventual sale of a nationwide commercial mortgage finance company; as well as the purchase of various non-performing loan packages from the Resolution Trust Company and other financial institutions. Additionally, he supervises the retail division of his family holdings where representative tenants have included Louis Vuitton, Chanel, and Van Cleef and Arpels. Mr. Holzer serves on the board of the Treehouse Real Estate Investment Trust Inc., Equus Foundation, BeaconLight and is a trustee of the Rogal Foundation, a charitable trust, where he is responsible for the selection of investment managers, as well as allocating assets.

Mr. Holzer graduated from Harvard University and was a competitor at the Olympic Games in horseback riding. Mr. Holzer has also been appointed as a member of the Compensation Committee of the Board.

Buford Ortale, 58, is a principal of Sewanee Ventures, a private investment firm he founded in 1996. He is a partner in NTR, a Los Angeles based private equity firm focused on the energy sector, as well as a partner in Armour Capital Management, LP, the external manager of a \$10 billion asset mortgage REIT. He is on the board of and chairman of the audit committee of Benefit Street Realty Partners, a \$3 billion asset commercial mortgage REIT, and was recently elected to the board of Broadtree Residential, a multi-family REIT. He also serves on the boards of Intrensic, an evidence management software company and Remote Care Partners, a software-based platform for remote health monitoring. He is a board advisor to Western Express, a privately held \$700 million nationwide truckload carrier. Mr. Ortale began his career with Merrill Lynch's Merchant Banking Group in New York in 1987. He was subsequently a Founder and Managing Director of NationsBanc's (Bank of America) High Yield Bond Group.

Mr. Ortale received his B.A. from Sewanee: The University of the South in 1984, and his M.B.A. from Vanderbilt in 1987. Mr. Ortale has also been appointed as a member of the Audit Committee of the Board.

In connection with their appointment to the Board, the Company expects to enter into an indemnity agreement with each of Mr. Holzer and Mr. Ortale in the form previously filed as Exhibit 10.20 to the Company's Current Report on Form 8-K (File No. 001-37788) filed on November 21, 2018, which is incorporated by reference herein.

In connection with their appointments as directors, Mr. Holzer and Mr. Ortale will be eligible to participate in the Company's non-employee director compensation policy, which provides for compensation consisting of an annual grant of 200,000 restricted stock units.

Other than the foregoing, neither Mr. Holzer nor Mr. Ortale is a party to any arrangement or understanding with any person pursuant to which either was appointed as a director, nor are either a party to any transaction required to be disclosed under Item 404(a) of Regulation S-K involving the Company. There are no family relationships between Mr. Holzer or Mr. Ortale and any of the Company's other directors or executive officers.

***Performance Bonus Agreement***

On April 23, 2020, Waitr Holdings Inc. (the "Company") entered into a performance bonus agreement with the Company's Chief Executive Officer, Carl Grimstad (the "Bonus Agreement"). Pursuant to the Bonus Agreement, upon the occurrence of a Corporate Change (as defined in Mr. Grimstad's employment agreement with the Company (the "Employment Agreement")) in which the holders of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), receive per share consideration that is equal to or greater than \$2.00, subject to adjustment in accordance with the Waitr Holdings Inc. 2018 Omnibus Incentive Plan (the "Plan"), the Company shall pay Mr. Grimstad an amount equal to \$5 million (the "Bonus").

In order to receive the Bonus, Mr. Grimstad must remain continuously employed with the Company through the date of the Corporate Change; provided, however, that in the event Mr. Grimstad terminates his employment for Good Reason (as defined in the Employment Agreement) or the Company terminates his employment other than for Misconduct (as defined in the Employment Agreement), Mr. Grimstad will be entitled to receive the Bonus provided the Corporate Change occurs on or before January 3, 2022.

The foregoing description of the terms of the Bonus Agreement is qualified in its entirety by reference to the full text of the Bonus Agreement, which is attached hereto as Exhibit 10.1.

### ***Restricted Stock Unit Award Agreement***

On April 23, 2020, the Company entered into a restricted stock unit award agreement with Mr. Grimstad (the “RSU Agreement”) pursuant to which the Company granted Mr. Grimstad 3,134,325 restricted stock units (the “RSUs”) subject to the terms and conditions of the Plan and the RSU Agreement. Upon vesting, Mr. Grimstad will be issued a share of Common Stock for each RSU.

In order for the RSUs to vest, Mr. Grimstad must remain continuously employed with the Company through the date of a Corporate Change; provided, however, that in the event Mr. Grimstad terminates his employment for Good Reason or the Company terminates his employment other than for Misconduct prior to a Corporate Change, the RSUs will vest in full.

The number of shares of Common Stock issuable upon the vesting of the RSUs are subject to certain adjustments as provided for in the Plan.

The foregoing description of the terms of the RSU Agreement is qualified in its entirety by reference to the full text of the RSU Agreement, which is attached hereto as Exhibit 10.2.

## **Item 8.01 Other Events**

### **Compliance with Nasdaq Listing Rule 5605**

As initially disclosed in a Current Report on Form 8-K filed October 16, 2019, the Company notified the Nasdaq Stock Market (“Nasdaq”) on October 14, 2019 that as a result of the resignations of Susan Collyns and Scott Fletcher from its Board, the Company was no longer in compliance with the requirements of Nasdaq Listing Rule 5605 to have (i) a Board comprised of a majority of independent directors, (ii) an Audit Committee comprised of at least three members who satisfy certain criteria and (iii) a Compensation Committee comprised of at least two members who satisfy certain criteria. As a result of the appointments of Mr. Holzer and Mr. Buford to the Board and to the Compensation Committee and Audit Committee of the Board, respectively, on April 27, 2020, the Company received a notice from Nasdaq that the Nasdaq staff has determined that the Company now complies with such rules. Accordingly, the Company considers the matter closed.

### ***Press Release***

On April 28, 2020, the Company issued a press release announcing the appointments of Mr. Holzer and Mr. Ortale to the Board. A copy of the press release is attached as Exhibit 99.1 and is incorporated by reference herein.

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

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Performance Bonus Agreement, dated April 23, 2020, by and between Waitr Holdings Inc. and Carl A. Grimstad</u></a>
10.2	<a href="#"><u>Restricted Stock Unit Award Agreement, dated April 23, 2020, by and between Waitr Holdings Inc. and Carl A. Grimstad</u></a>
99.1	<a href="#"><u>Press release dated April 28, 2020</u></a>

**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.

**WAITR HOLDINGS INC.**

Date: April 28, 2020

By: /s/ Damon Schramm

Name: Damon Schramm

Title: Chief Legal Officer

**PERFORMANCE BONUS AGREEMENT**

This Performance Bonus Agreement (this “Agreement”) is entered into effective as of April 23, 2020 (the “Effective Date”), by and among Waitr Holdings Inc., a Delaware corporation (the “Company”), and Carl A. Grimstad (“Executive”).

WHEREAS, the Company employs Executive as its Chief Executive Officer pursuant to an Employment Agreement, dated as of January 3, 2020, by and between the Company and Executive (the “Employment Agreement”); and

WHEREAS, the Company and Executive desire to enter into this Agreement pursuant to which Executive is eligible to earn certain incentive compensation based on the attainment of certain performance goals in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Performance Bonus Opportunity. Subject to Section 2 below, upon the occurrence of a Corporate Change (as defined in the Employment Agreement) in which the holders of the Company’s common stock receive per share consideration that is equal to or greater than \$2.00, subject to adjustment in accordance with Section 5 of the Waitr Holdings Inc. 2018 Omnibus Incentive Plan, the Company shall pay to Executive an amount equal to \$5 million (the “Performance Bonus”). Notwithstanding anything to the contrary herein, the Performance Bonus, if any, shall only be paid to Executive upon the first Corporate Change to occur following the Effective Date and any subsequent transaction shall not confer upon Executive any rights hereunder.

2. Vesting/Termination. In order to receive the Performance Bonus, Executive must remain continuously employed with the Company through the date of a Corporate Change; provided, however, that in the event Executive terminates the Employment Agreement for Good Reason (as defined in the Employment Agreement) or the Company terminates the Employment Agreement other than for Misconduct (as defined in the Employment Agreement), Executive will be entitled to receive the Performance Bonus provided the Corporate Change (as a result of which Executive becomes entitled to receive the Performance Bonus) occurs on or before January 3, 2022. Notwithstanding anything to the contrary herein, this Agreement shall terminate automatically upon the earliest to occur of the following: (i) the date on which the Performance Bonus has been paid in full to Executive following the occurrence of a Corporate Change, as a result of which Executive becomes entitled to receive the Performance Bonus; (ii) a Corporate Change, as a result of which Executive does not become entitled to receive the Performance Bonus; and (iii) the termination of Executive’s Employment Agreement by the Company for Misconduct or by the Executive for other than Good Reason prior to the consummation of a Corporate Change.

---

3. Code Section 409A. This Agreement is intended to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the “ Code ”) , and shall be interpreted and construed accordingly. The Company and Executive shall have the discretion and authority to amend this Agreement at any time to satisfy any requirements of Code Section 409A or guidance published thereunder; provided, however, any such amendment shall maintain the economic terms of this Agreement for Executive .

4. Governing Law; Arbitration. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of law principles that would result in the application of any law other than the law of the State of New York). If any dispute should arise between Executive and Company under this Agreement, all claims, disputes, controversies, differences or other matters in question arising out of this Agreement shall be resolved by binding arbitration in New York, New York, in accordance with the rules for expedited, documents only proceedings of the American Arbitration Association.

5. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and Company. No waiver by any party hereto at any time of any breach by another party hereto of, or in compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement is an integration of the parties’ agreement; no agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party, except those which are set forth expressly in this Agreement.

6. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

7. 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 instrument.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

WAITR HOLDINGS INC.

By: /s/ Damon Schramm  
Name: Damon Schramm  
Title: Chief Legal Officer

EXECUTIVE

/s/ Carl A. Grimstad  
Carl A. Grimstad

**WAITR HOLDINGS INC.**  
**2018 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

**THIS RESTRICTED STOCK UNIT AWARD AGREEMENT** (the “ **Agreement** ”) is made and entered into effective April 23, 2020 (the “ **Grant Date** ”), by and between Waitr Holdings Inc., a Delaware corporation (the “ **Company** ”), and Carl A. Grimstad (the “ **Participant** ”).

**RECITALS**

**WHEREAS** , the Company has adopted the Waitr Holdings Inc. 2018 Omnibus Incentive Plan, as amended (the “ **Plan** ”); and

**WHEREAS** , effective as of the Grant Date, the Company desires to grant to the Participant an award of Restricted Stock Units (the “ **Award** ” or the “ **RSUs** ”), in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Definitions**. Any capitalized term used in this Agreement that is not defined in this Agreement will have the same meaning given to it in the Plan or the meaning set forth in that certain Employment Agreement, dated as of January 3, 2020 (the “ **Employment Agreement** ”), by and among the Company and the Participant if so referenced the first time such defined term is used herein.

2. **Grant**. Subject to the terms and conditions of the Plan, and the additional terms and conditions set forth in this Agreement, the Company hereby grants to the Participant an award of 3,134,325 RSUs. Each RSU is a notional amount that represents the right, subject to the terms and conditions of the Plan and this Agreement, to distribution of one share (“ **Share** ”) of common stock of the Company if and when the underlying RSU vests. The RSUs awarded under this Section 2 will be credited to a book entry account maintained by the Company on behalf of the Participant, and such book entry will appropriately record the terms, conditions and restrictions applicable to the RSUs.

3. **Vesting**. The RSUs shall vest as follows:

(a) **Corporate Change**. The RSUs shall fully vest upon the consummation of a Corporate Change (as defined in the Employment Agreement); provided, that the Employment Agreement has not been terminated prior to the date of such Corporate Change.

(b) **Certain Terminations**. Notwithstanding Section 3(a) above, the RSUs shall fully vest upon the date of termination of the Employment Agreement by the Participant for Good

---



Reason (as defined in the Employment Agreement) or by the Company for other than Misconduct (as defined in the Employment Agreement) , in either case, that occurs prior to a Corporate Change .

4. **Termination of Service**. In the event that the Employment Agreement is terminated by the Participant other than for Good Reason or by the Company for Misconduct, in either case, prior to a Corporate Change, the Award will be immediately forfeited.

5. **Timing; Form of Payment**. Once an RSU vests in accordance with Section 3 above, the Participant will be entitled to receive a Share in its place. Delivery of the Shares will be made as soon as administratively feasible following the vesting of the associated RSU, and in no event later than the sixtieth (60th) day following the applicable vesting date. Any Shares paid will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership of the Shares at that time.

6. **Rights as a Stockholder**. Unless and until an RSU has vested and the Share underlying such RSU has been distributed to the Participant, the Participant will not be entitled to vote in respect of that RSU or that Share. Except as provided in this Section 6 or as otherwise required by law, the Participant shall not have any rights as a stockholder with respect to any Shares covered by the RSUs granted hereunder prior to the date on which the Participant is recorded as the holder of those Shares on the records of the Company. Notwithstanding anything to the contrary in this Agreement, any quarterly or other regular, periodic dividends or distributions (as determined by the Company) paid on Shares will accrue with respect to (i) unvested RSUs, and (ii) RSUs that are vested but unpaid pursuant to Section 3 and, in each case, will be subject to the same forfeitures provisions (if any), and be paid out at the same time or time(s), as the underlying RSUs on which such dividends or other distributions have accrued.

7. **Non-Transferable**. The Award may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent, unless approved in writing by the Company.

8. **References**. References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or guardian without regard to whether specific reference to such legal representative or guardian is contained in a particular provision of this Agreement or the Plan.

9. **Plan**. The Participant hereby acknowledges receipt of a copy of the Plan. Notwithstanding any other provision of this Agreement, the Award is granted pursuant to the Plan and is subject to the terms and conditions of the Plan, as the same may be amended from time to time; provided, however, that neither the Plan as currently in effect or any amendment to the Plan will deprive the Participant , without the Participant 's consent, of the Award or of the Participant 's rights under this Agreement. In the event that the terms of this Agreement conflict with the terms of the Plan or Section 3(d) of the Employment Agreement, the terms or provisions of this Agreement shall control.

10. **No Employment Rights**. No provision of this Agreement will give the Participant any right to continue in the employ of the Company or any of its Affiliates, create any inference as to the length of employment of the Participant, affect the right of the Company or its Affiliates to terminate the Employment Agreement for any reason.

11. **Changes in Company's Capital or Organizational Structure.** The existence of the Award shall not affect in any way the right or authority of the Company or its stock holders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of preferred Shares ahead of or affecting the Shares or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other act or proceeding, whether of a similar character or otherwise. Equitable adjustments to this Award will be effected as provided in Section 5 of the Plan.

12. **Entire Agreement.** This Agreement and the Plan constitute the entire understanding of the parties with respect to the subject matter of this Agreement and supersede any prior written or oral expressions of intent or understanding with respect to such subject matter.

13. **Waiver; Cumulative Rights.** The failure or delay of either party to require performance by the other party of any provision of this Agreement will not affect its right to require performance of such provision unless and until such performance has been waived in writing. Each right under this Agreement is cumulative and may be exercised in part or in whole from time to time.

14. **Notices.** Any notices required or permitted under this Agreement must be in writing and may be delivered via email (if the email is transmitted prior to 5:00 p.m. Central Time, such notice shall be deemed to occur upon the date of transmission, and if such email is transmitted subsequent to 5:00 p.m. Central Time, it shall be deemed to have been delivered the following business day), personally, or by mail, postage prepaid, addressed to (a) the Company at the email address given on the signature page of the Employment Agreement or to Waitr Holdings Inc., 214 Jefferson Street, Suite 200, Lafayette, LA 70501, Attention: General Counsel (deemed delivered when placed in the mail) and (b) the Participant at the email address given on the signature page of the Employment Agreement or at the physical address provided in writing by the Participant to the Company.

15. **Severability.** If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

16. **Governing Law; Construction.** This Agreement and the Award will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to conflicts of law principles. If any dispute should arise between the Participant and Company under this Agreement, all claims, disputes, controversies, differences or other matters in question arising out of this Agreement shall be resolved by binding arbitration in New York, New York, in accordance with the rules for expedited, documents only proceedings of the American Arbitration Association. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as context requires.

17. **Withholding.** The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation. The Participant shall satisfy such tax withholding obligation in accordance with Section 15 of the Plan.

18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **No Guarantee of Future Awards**. This Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future incentive plan adopted by the Company.

[signature page follows]

IN WITNESS WHEREOF , the parties have executed this Agreement as of the date and year first set forth above.

**WAITR HOLDINGS INC.:**

By: /s/ Damon Schramm

Name: Damon Schramm

Title: Chief Legal Officer

**PARTICIPANT:**

/s/ Carl A. Grimstad

Carl A. Grimstad

## **Waitr Holdings Appoints Rusty Holzer and Buddy Ortale to the Board of Directors**

LAFAYETTE, La. — April 28, 2020 – Waitr Holdings Inc. (Nasdaq: WTRH) (“Waitr” or the “Company”), a leader in on-demand food ordering and delivery, today announced that the Company appointed Charles “Rusty” Holzer and Buford “Buddy” Ortale to the Board of Directors, effective April 23, 2020. Mr. Holzer has been appointed as a member of the Compensation Committee and Mr. Ortale has been appointed as a member of the Audit Committee.

“We are excited to welcome Rusty and Buddy to our Board. They both bring decades of leadership in key areas, such as operations and financing,” said Carl Grimstad, Chairman and CEO of Waitr. “We look forward to their valuable perspective and direction as we continue our mission of supporting our restaurants, diners and drivers.”

Mr. Holzer is a director of his family-owned real estate company. His responsibilities have included the acquisition, financing, development and management of \$1 billion in various real estate transactions; the creation, operation and eventual sale of a nationwide commercial mortgage finance company; as well as the purchase of various non-performing loan packages from the Resolution Trust Company and other financial institutions. Additionally, he supervises the retail division of his family holdings where representative tenants have included Louis Vuitton, Chanel, and Van Cleef and Arpels. Mr. Holzer serves on the board of the Treehouse Real Estate Investment Trust Inc., Equus Foundation, BeaconLight and is a trustee of the Rogal Foundation, a charitable trust, where he is responsible for the selection of investment managers, as well as allocating assets.

Mr. Ortale is a principal of Sewanee Ventures, a private investment firm he founded in 1996. He is a partner in NTR, a Los Angeles based private equity firm focused on the energy sector, as well as a partner in Armour Capital Management, LP, the external manager of a \$10 billion asset mortgage REIT. He is on the board of and chairman of the audit committee of Benefit Street Realty Partners, a \$3 billion asset commercial mortgage REIT, and was recently elected to the board of Broadtree Residential, a multifamily REIT. He also serves on the boards of Intrensic, an evidence management software company and Remote Care Partners, a software-based platform for remote health monitoring. He is a board advisor to Western Express, a privately held \$700 million nationwide truckload carrier. Mr. Ortale began his career with Merrill Lynch’s Merchant Banking Group in New York in 1987. He was subsequently a Founder and Managing Director of NationsBanc’s (Bank of America) High Yield Bond Group.

As a result of the appointments of Mr. Holzer and Mr. Ortale to the Board and to the Compensation Committee and Audit Committee of the Board, respectively, the Company has now regained compliance with Nasdaq Listing Rule 5605.

### **About Waitr Holdings Inc.**

Founded in 2013 and based in Lafayette, Louisiana, Waitr is a leader in on-demand food ordering and delivery. Waitr, and its sister brand Bite Squad, connects local restaurants and grocery stores to hungry diners in underserved U.S. markets. Together they are a convenient way to discover, order and receive great food from local restaurants, grocery stores and national chains. As of December 31, 2019, Waitr and Bite Squad operated in small and medium sized markets in the United States in approximately 640 cities.

Contacts:

### **Investors**

[WaitrIR@icrinc.com](mailto:WaitrIR@icrinc.com)