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): February 10, 2019

WAITR HOLDINGS INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-37788**	**26-3828008**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

844 Ryan Street, Suite 300, Lake Charles, Louisiana 70601
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: 1-800-661-9036

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:

☒ 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))

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 2.02 Results of Operations and Financial Condition.

On February 11, 2019, Waitr Holdings Inc., a Delaware corporation (the "Company"), issued a press release announcing, among other things, certain preliminary, unaudited fourth quarter and fiscal year 2018 financial results for the Company and BiteSquad.com, LLC ("Bite Squad"), which the Company acquired on January 17, 2019. A copy of the press release is attached hereto as Exhibit 99.1, and the portion of the press release discussing such financial results is incorporated herein by reference.

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

Resignation of Chief Financial Officer

On February 10, 2019, David Pringle advised the Company that he will retire as Chief Financial Officer of the Company, effective March 31, 2019 (the "Separation Date"). In connection with the foregoing, on February 11, 2019, the Company and Mr. Pringle entered into a Separation and Transition Agreement (the "Separation Agreement"). The Separation Agreement provides that Mr. Pringle will remain employed with the Company and provide transition services as requested by the Chief Executive Officer of the Company until the Separation Date and will continue to receive his current rate of base salary and employee benefits, as in effect immediately prior to the effective date of the Separation Agreement, until the Separation Date. Subject to and conditioned on Mr. Pringle's execution of the Separation Agreement and the execution and non-revocation of a general release of claims in favor of the Company, Mr. Pringle will also receive an award of 26,000 restricted stock units pursuant to the Waitr Holdings Inc. 2018 Omnibus Incentive Plan (the "Incentive Plan"), which will vest in full on December 1, 2019, subject to his compliance with the terms of the Separation Agreement.

The foregoing description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the Separation Agreement attached hereto as Exhibit 10.1.

Appointment of Chief Financial Officer

On February 11, 2019, Jeff Yurecko was appointed to succeed Mr. Pringle as Chief Financial Officer, effective April 1, 2019. Mr. Yurecko, age 38, has been Chief Financial Officer of Bite Squad since 2016. From 2015 until joining Bite Squad, Mr. Yurecko served as Vice President at Minneapolis private investment firm Seed Partners LLC, and from 2008 to 2015, Mr. Yurecko held various roles within the Deals practice of PriceWaterhouseCoopers LLP ("PwC") focused on advising strategic and financial clients on buy-side and sell-side due diligence for domestic and cross-border transactions, living and serving PwC in both the U.S. and Latin America. Mr. Yurecko holds a bachelor of science in business from University of Wisconsin.

The Company entered into an offer letter (the "Offer Letter") with Mr. Yurecko, dated February 11, 2019, pursuant to which Mr. Yurecko will serve as the Company's Chief Financial Officer on an at-will basis, effective April 1, 2019. The Offer Letter provides that Mr. Yurecko will receive a base salary of $290,000 per year and will be eligible for a discretionary annual cash bonus with a target bonus opportunity equal to 50% of his base salary, based upon the attainment of performance metrics to be established, and as determined, by the Company's board of directors. Upon Mr. Yurecko's appointment, he will also be entitled to receive an equity award under the Incentive Plan with a grant date value equal to approximately $500,000. Fifty percent (50%) of such award will be in the form of a stock option to purchase shares of common stock and fifty percent (50%) of such award will be in the form of restricted shares of common stock and will be subject to the terms of the Incentive Plan and written award agreements. The Offer Letter also provides that the Company will reimburse Mr. Yurecko for up to $50,000 in reasonable and documented expenses in connection with his relocation to Lafayette, Louisiana. Mr. Yurecko will also be able to participate in all benefit plans, practices and programs maintained by the Company.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by the terms and conditions of the Offer Letter, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

The Company also expects to enter into an indemnity agreement with Mr. Yurecko in the form previously filed as Exhibit 10.20 to the Company's Current Report on Form 8-K (File No. 333-227295) on November 21, 2018, which is incorporated by reference herein.

There is no arrangement or understanding between Mr. Yurecko and any other person pursuant to which he was appointed as an executive officer of the Company, and there are no related party transactions in which Mr. Yurecko has an interest requiring disclosure pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended. In addition, there is no family relationship between Mr. Yurecko and any of the Company's directors or other executive officers.

Item 8.01 Other Events.

The press release issued by the Company on February 11, 2019 attached as Exhibit 99.1 hereto announced (i) certain preliminary, unaudited financial results described under Item 2.02 of this Current Report on Form 8-K, (ii) that the Company intends to release its fourth quarter and full year 2018 financial results on March 7, 2019 and host a conference call on the same day to review its results, and (iii) a series of management appointments in connection with the Company's ongoing integration of Bite Squad. Exhibit 99.1 is incorporated by reference in full into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Separation and Transition Agreement, dated February 11, 2019, by and between Waitr Holdings Inc. and David Pringle.
10.2	Offer Letter, dated February 11, 2019, by and between the Company and Jeff Yurecko.
99.1	Press release dated February 11, 2019.

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.

By: /s/ Christopher Meaux
Name: Christopher Meaux
Title: Chief Executive Officer

Dated: February 11, 2019

Exhibit 10.1

SEPARATION AND TRANSITION AGREEMENT

THIS SEPARATION AND TRANSITION AGREEMENT (the "Agreement") is made and entered into as of February 11, 2019 (the "Effective Date") by and between David Pringle ("Employee") and Waitr Holdings Inc., a Delaware corporation ("Employer").

WHEREAS, Employee presently serves as the Chief Financial Officer of Employer pursuant to that certain Offer Letter by and among Employee, Employer and Holdings, dated as of November 15, 2018 (the "Offer Letter"); and

WHEREAS, Employer and Employee mutually agree that Employee's employment as Chief Financial Officer with Employer will end as of the Separation Date (defined below).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which the parties acknowledge, it is agreed as follows:

1. **Separation Date.** Employee's employment with Employer shall terminate as of March 31, 2019 (the "Separation Date"). Effective as of the Separation Date, all of Employee's positions with Employer and its affiliates shall automatically terminate, including, without limitation, Employee's position as Chief Financial Officer of the Company. Other than what is provided for in paragraph 4, the Separation Date will be the termination date of the Employee's employment for purposes of active coverage and participation in all benefit plans and programs sponsored by Employer.

2. **Accrued Benefits.** Regardless of whether Employee enters into this Agreement, Employer agrees to pay Employee, in accordance with the Offer Letter and subject to tax withholding and other authorized deductions, any accrued but unpaid salary or wages for services rendered prior to the Separation Date. In addition, Employee shall be entitled to vested benefits under the applicable employee benefit plans maintained by Employer in accordance with the terms and conditions of such plans.

3. **Transition Services.** During the period commencing as of the Effective Date and ending on the Separation Date (the "Transition Period"), Employee agrees to devote his full time, energy and skill to the faithful performance of his duties on behalf of Employer, and shall perform the duties and carry out the responsibilities as may be assigned to him from time to time by the Chief Executive Officer of Employer to the best of his ability and in a diligent, businesslike and efficient manner (the "Transition Services"). In carrying out his duties on behalf of Employer, Employee shall comply with any policies and procedures established by Employer for its employees. During the Transition Period, Employer shall continue to pay or provide to Employee his current rate of base salary and employee benefits, as in effect immediately prior to the Effective Date.

4. **Separation Benefits**. Subject to and conditioned on Employee's execution and non-revocation of this Agreement and the general release of claims (the "General Release"), in the form attached hereto as Exhibit A, which General Release must be executed by Employee and the applicable non-revocation period must lapse no earlier than one (1) day, and no later than ten (10) days, following the Separation Date, Employer will provide Employee with an award of 26,000 restricted stock units pursuant to the Waitr Holdings Inc. 2018 Omnibus Incentive Plan, which will vest in full on December 1, 2019 (the "Separation Benefits").

5. **Release.** Employee would not otherwise be entitled to the Separation Benefits provided under Section 4 of this Agreement but for the promises, covenants and agreements made herein. The parties agree that the Separation Benefits to be provided by Employer under Section 4 is in full, final and complete settlement of all claims Employee may have against Employer, its past and present affiliates and the respective officers, directors, owners, employees, members, agents, advisors, consultants, insurers, attorneys, successors and/or assigns of each of the foregoing (collectively, the "Releasees").

6. **Revocation Period.** Employee acknowledges and agrees that his receipt of the Separation Benefits is subject to his execution and non-revocation of the General Release, and that this Agreement will be neither effective nor enforceable, nor will the Separation Benefits be paid hereunder, unless the applicable revocation period under the General Release expires without his revocation thereof.

7. **Sole and Exclusive Benefits.** This Agreement provides for the sole and exclusive benefits for which Employee is eligible as a result of his separation of service with Employer, except as otherwise required by law, and Employee shall not be eligible for any contractual benefits under any other agreement or arrangement providing for benefits upon a separation from service, including, but not limited to, any payments under any severance plan, policy or program of Employer.

8. **No Admission of Liability.** Nothing in this Agreement shall be construed as an admission of liability by Employer or any other Releasee, and Employer specifically disclaims liability to or wrongful treatment of Employee on the part of itself and all other Releasees.

9. **Other Employee/Employer Representations and Covenants.** Employee agrees to and makes the following representations and covenants:

a. Employee has reported to Employer in writing any and all known work-related injuries that Employee has suffered during employment with Employer or its affiliates.

b. Employee has not filed any complaints or charges against Employer or any of its affiliates with the Equal Employment Opportunity Commission, or with any other federal, state or local agency or court, and as of the date of this agreement, has no known claims or intentions of filing any such complaints or charges.

c. Employee will return to Employer upon or before the Separation Date any property of Employer in his possession, custody or control, including, but not limited to, files, identification card, data storage devices, passwords and office keys.

d. In the event of any lawsuit against Employer or any of its affiliates that relates to alleged acts or omissions by Employee during employment with Employer or its affiliates, Employee agrees to cooperate by voluntarily providing truthful and complete information as reasonably necessary for Employer or its affiliates to defend against such lawsuit, provided that Employer shall reimburse Employee for reasonable and necessary expenses for such cooperation.

e. Employee shall not, in any manner, directly or indirectly, take any action that disparages or places Employer or any Releasee in a false or negative light, and Employer's board of directors and senior executives shall not, in any manner, directly or indirectly, take any action that disparages or places Employee in a false or negative light; provided that no such party shall be required to make any untruthful statement or violate any law.

10. **Opportunity to Seek Advice; Understanding of Agreement.** Employee acknowledges that he has been advised to consult with an attorney of Employee's choice with regard to this Agreement and has had sufficient time to do so. Employee hereby acknowledges that he fully understands the significance of this Agreement and voluntarily accepts the terms of this Agreement.

11. **Confidentiality.** Employee agrees to treat the existence and terms of this Agreement as confidential and will not discuss it with anyone other than: (i) his counsel or tax advisor as necessary to secure their professional advice, (ii) his spouse, or (iii) as may be required by law.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between Employee and Employer, and fully supersedes any and all prior agreements or understandings between them regarding its subject matter, including, without limitation, the Offer Letter; provided, however, that nothing in this Agreement is intended to or shall be construed to limit, impair or terminate any obligation of Employee pursuant to any non-competition, non-solicitation, confidentiality or intellectual property agreements that have been signed by Employee where such agreements by their terms continue after Employee's employment with Employer ends.

13. **Interpretation and Severability.** Employer and Employee agree that in the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative body of competent jurisdiction, or in the event that any provision cannot be modified so as to be valid and enforceable, then that provision shall be deemed severed from the Agreement and the remaining provisions hereunder shall remain in full force and effect.

14. **Successors and Assigns.** This Agreement shall be binding on Employer and Employee and upon their respective heirs, representatives, successors and assigns, and shall run to the benefit of the Releasees and each of them and to their respective heirs, representatives, successors and assigns.

15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to any principles of conflicts of law.

[Signatures appear on following page]

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

"EMPLOYER"
WAITR HOLDINGS INC.

By: /s/ Chris Meaux

Name: Chris Meaux

Title: Chief Executive Officer

"EMPLOYEE"

/s/ David Pringle
David Pringle

Date: 2/11/2019

Exhibit A
Release of Claims

I, David Pringle, in consideration of and subject to the performance by Waitr Holdings Inc. ("Employer") of its obligations under the Separation and Transition Agreement, dated as of February 11, 2019, by and between Employer and myself (the "Agreement"), do hereby release and forever discharge as of the date hereof Employer and all present and former directors, officers, agents, representatives, employees, parents, subsidiaries, members, affiliates, successors and assigns of Employer and their owners (collectively, the "Released Parties") to the extent provided below. I understand that my employment with Employer will terminate, or has terminated, on March 31, 2019 (the "Separation Date").

1. I understand that any benefits paid or granted to me under Section 4 of the Agreement represent, in part, consideration for my signing this General Release. I understand and agree that I will not receive the benefits specified in Section 4 of the Agreement unless I execute and do not revoke this General Release within the time period permitted hereafter or breach this General Release.

2. Except as provided in paragraph 4 below, I knowingly and voluntarily release and forever discharge Employer and the other Released Parties of and from any and all claims, controversies, suits, rights, interests, losses, debts, actions, causes of action, claims, counter-claims, demands, charges, debts, obligations, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date of this General Release) and whether known, unknown, suspected or unsuspected, or whether or not heretofore brought before any state or federal court or before any state or federal agency or other governmental entity, which I, my spouse, or any of my heirs, executors, administrators or assigns, has or may have against Employer or any of the Released Parties, by reason of any and all acts, omissions, events or facts occurring or existing prior to or on the date I sign this General Release. The claims in the preceding sentence include, without limitation, all claims relating to or arising out of my service with Employer or the termination thereof; any and all claims arising under any contract of employment or service, whether express or implied; and any and all claims arising under any provision of the Constitutions of the United States, the State of Louisiana or of any other state; any and all claims arising under any anti-discrimination statute including Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act) and any state laws that prohibit discrimination in employment based on certain protected categories including race, color, religion, marital status, sexual orientation, national origin, ancestry, disability, medical condition, age or sex; any claims arising under other statutes and laws including the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Civil Rights Act of 1866, as amended; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Rehabilitation Act of 1973; the Fair Credit Reporting Act; the Sarbanes-Oxley Act of 2002; any applicable Executive Order Programs; or their state or local counterparts; or under any other federal, state or local civil or human rights law whether based on statute, regulation, ordinance, or otherwise; or under any public policy, contract or tort, or under common law, in equity or otherwise; or arising under any policies, practices or procedures of Employer; or any claim for wrongful discharge, breach of contract, physical or personal injury, infliction of emotional distress, fraud, negligent misrepresentation, libel, slander, defamation, other torts; or any claim for interests, penalties, costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing in this paragraph 2 collectively referred to herein as the "Released Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release.

5. With respect to the Released Claims, I understand and agree that I expressly waive any right or claim of right that I may have under the law of any jurisdiction that a release such as the one given here does not apply to unknown or unstated claims. In connection with this waiver, I understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I may now know or believe to be true, with respect to the Released Claims. Nevertheless, I expressly waive any and all claims that I may have against any of the Released Parties, including any which are presently unknown or unsuspected.

6. In signing this General Release, and subject to any limitations placed on this General Release as set forth herein, I acknowledge and intend that it shall be effective as a bar to each and every one of the Released Claims hereinabove mentioned or implied, except as otherwise noted above. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Released Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown and unsuspected Released Claims), if any, as well as those relating to any other Released Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver Employer would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Released Claim seeking damages against Employer, or in the event I should seek to recover against Employer in any Released Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Released Claims. The Parties agree that this General Release does not release, waive, or discharge any right of mine to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board, or any other government agency charged with the enforcement of any law. Moreover, nothing in this General Release is intended to or shall interfere with my right to participate in a proceeding with any appropriate federal, state, or local agency enforcing discrimination laws, nor shall this General Release prohibit me from cooperating with any such agency in its investigation, provided that if any such agency or any third party obtains an award of damages from Employer on my behalf, I agree to turn over any such amounts to Employer. I further agree that I am not aware of any pending charge or complaint of the type described in paragraph 2 as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by Employer, any Released Party or myself of any improper or unlawful conduct.

8. I agree that this General Release is confidential and agree not to disclose any information regarding the terms of this General Release, except to my spouse and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone.

9. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or governmental entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. I understand and acknowledge that I do not need the prior authorization of Employer to make any such reports or disclosures and that I am not required to notify Employer that I have made such reports or disclosures.

10. By accepting any payments paid or granted to me under Section 4 of the Agreement, I acknowledge and agree that I have been given an adequate opportunity to advise Employer's human resources, legal, or other relevant management division, and has so advised such division in writing, of any facts that I am aware of that constitute or might constitute a violation of any ethical, legal, or contractual standards or obligations of Employer. I further acknowledge and agree that I am not aware of any existing or threatened claims, charges, or lawsuits that I have not disclosed to Employer.

11. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12. I understand that I may revoke this General Release within seven (7) calendar days of my execution thereof by delivery and receipt of a written notice of revocation to the Chief Executive Officer of Employer by midnight on or before the seventh (7th) calendar day after I deliver an executed copy of this General Release.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(a) I HAVE READ IT CAREFULLY;

(b) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(c) I HAVE HAD AT LEAST TWENTY-ONE (21) DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE TO CONSIDER IT;

(d) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT; THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED; AND THAT REVOCATION CAN BE MADE BY DELIVERY AND RECEIPT OF WRITTEN NOTICE AS DESCRIBED ABOVE;

(e) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(f) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EMPLOYER AND BY ME.

* * * *

WAITR HOLDINGS INC.

By: /s/ Chris Meaux
Name: Chris Meaux
Title: Chief Executive Officer

/s/ David Pringle
David Pringle

Date: 2/11/2019

CONFIDENTIAL

February 11, 2019

Mr. Jeff Yurecko

Dear Jeff:

On behalf of Waitr Holdings Inc. (the "Company"), I am pleased to offer you ("you" or "Employee") a position with the Company on the terms and conditions set forth below. This letter confirms to you the Company's offer of employment pursuant to previous discussions with you.

The principal terms of our offer are as follows:

1. Start Date and Responsibility. You will start working for the Company on a full-time basis, effective as of April 1, 2019. The Company is offering you the position of Chief Financial Officer of the Company. You will report directly to the Chief Executive Officer of the Company. In your position, you shall have such duties and responsibilities as are commensurate with such position at similarly-situated companies and such additional duties as may be assigned by the Chief Executive Officer of the Company from time to time.

2. Principal Place of Employment. Subject to reasonable travel, you will perform your duties on behalf of the Company at the Company's offices in Lafayette, Louisiana.

3. Compensation.

    a. Base Salary. The Company will pay you a base salary of $290,000 per year ("Base Salary") in accordance with the Company's standard payroll practices as in effect from time to time, subject to applicable withholding taxes and deductions.

    b. Discretionary Annual Bonus. For each completed fiscal year of the Company during the term of your employment, you will be eligible to earn a discretionary annual cash bonus with a target bonus opportunity equal to 50% of your Base Salary, based upon the attainment of performance metrics to be established, and as determined, by the Board of Directors of the Company in its sole discretion.

c. Equity Award. You will be entitled to receive a performance-based equity award under the Waitr Holdings Inc. 2018 Omnibus Incentive Plan (the "Plan") with a grant date value equal to approximately $500,000 based on the closing price per share of common stock of the Company ("Common Stock") on the grant date (the "Award"). Fifty percent (50%) of the Award will be in the form of a stock option to purchase shares of Common Stock and fifty percent (50%) of the Award will be in the form of restricted shares of Common Stock. The Award will be subject to the terms and conditions set forth in the Plan and the applicable award agreements to be entered into between the Company and you.

4. Relocation Benefits. The Company will reimburse you for the reasonable and documented costs, including shipment of household goods, automobiles and travel and related expenses incurred in connection with the relocation of your primary residence to Lafayette, Louisiana, subject to a maximum amount equal to $50,000.

5. Employee Benefits. You will be entitled to paid time off on an annual basis in accordance with the Company's policies. Holidays will be observed and paid in accordance with Company policy. You will have the opportunity to participate in any retirement, health, welfare and fringe benefit plans maintained by the Company from time to time on terms generally applicable to senior executives of the Company, subject to eligibility pursuant to the terms of such programs.

6. Employment at Will. Notwithstanding anything in this letter to the contrary, you will be considered an "employee-at-will," and both you and the Company have the right to terminate the employment relationship at any time and for any reason.

7. Withholding. All payments made to you pursuant to this letter will be subject to applicable withholding taxes, if any, and any amount so withheld shall be deemed to have been paid to you for purposes of amounts due to you under this letter.

8. Section 409A of the Code. This letter is intended to either comply with, or be exempt from, the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the interpretative guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions. This letter shall be construed and interpreted in accordance with such intent.

9. Governing Law. This letter shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this letter shall be governed by, the laws of the State of Louisiana, without giving effect to provisions thereof regarding conflict of laws.

10. Complete Agreement. This letter embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements, or representations by or among the parties, written or oral, which deal with the matters set forth herein.

[Signature page follows.]

Should you have any questions regarding this offer, please contact me.

Sincerely,

WAITR HOLDINGS INC.

/s/ Chris Meaux

Name: Chris Meaux
Title: Chief Executive Officer

[Signature Page to Offer Letter]

The undersigned accepts the above employment offer and agrees that this letter supersedes all prior written or verbal understandings or agreements between the parties regarding the matters described in this letter. By accepting this offer, the undersigned acknowledges that no prior employment obligations or other contractual restrictions or conditions of any nature whatsoever exist which preclude or relate to the undersigned's employment with the Company. It is further understood that this offer and the terms included are confidential and disclosure by you may cause the Company to withdraw this offer.

Accepted by:

/s/ Jeff Yurecko	2/11/19
Jeff Yurecko	Date

[Signature Page to Offer Letter]

Exhibit 99.1

Waitr Holdings Announces Preliminary, Unaudited Fourth Quarter and Fiscal Year 2018 Financial Results and Management Appointments

Builds Out Management Team as Part of Bite Squad Integration
Announces Fourth Quarter and Full Year 2018 Earnings Conference Call

LAKE CHARLES, LA, February 11, 2019 — Waitr Holdings Inc. (Nasdaq: WTRH) ("Waitr," "we" or the "Company") today announced certain preliminary, unaudited fourth quarter and full year 2018 financial results for the Company and BiteSquad.com, LLC ("Bite Squad"). The Company also announced that it intends to release its fourth quarter and full year 2018 financial results on March 7, 2019 and host a conference call on the same day to review its results. In addition, the Company announced a series of management appointments in connection with its ongoing integration of Bite Squad, which it acquired on January 17, 2019.

Preliminary, Unaudited Fourth Quarter and Full Year 2018 Financial Results

Financial results for the three and twelve months ended December 31, 2018 for the Company and Bite Squad are not yet finalized. However, the Company is announcing the following preliminary, unaudited financial results for the three and twelve month periods ended December 31, 2018 (in millions):

Waitr

	Three months ended December 31, 2018	Twelve months ended December 31, 2018
Gross Food Sales	$ 83	$ 279
Revenue	$ 21	$ 69
Net Loss	($ 17)	($ 34) - ($35)
Adjusted EBITDA(1)	($ 7)	($ 13) - ($14)

Bite Squad

	Three months ended December 31, 2018	Twelve months ended December 31, 2018
Gross Food Sales	$ 74	$ 255
Revenue	$ 25	$ 83

(1) Adjusted EBITDA is a non-GAAP financial measure. A reconciliation of GAAP net loss to Adjusted EBITDA is included below. See "Non-GAAP Financial Measures" included below.

"2018 was an incredible record year for the Company. Waitr grew Revenue over 200% and Gross Food Sales approximately 130%, and ended the year servicing 264 cities, 8,500 restaurants and close to one million active diners," said Chris Meaux, founder and Chief Executive Officer of Waitr. "We look forward to another successful year as we integrate Bite Squad and continue our efforts to operate a leading platform in the online food delivery space for underserved markets throughout the United States."

Please see “Cautionary Note Regarding Preliminary Results” below.

Management Appointments

In conjunction with the recent completion of Waitr’s acquisition of Bite Squad as well as the Company’s rapid organic growth, the Company has announced the following management appointments:

- Jeff Yurecko, Bite Squad’s Chief Financial Officer, has been appointed Chief Financial Officer of Waitr effective April 1, 2019, succeeding David Pringle, who will remain with the Company through March 31, 2019
- Damon Schramm, Bite Squad’s Chief Legal and Administrative Officer has been appointed Chief Legal Officer of Waitr, effective immediately
- Kyle Hale, Bite Squad’s Chief Operating Officer, has been appointed Chief of Corporate Development of Waitr, effective February 1, 2019
- Craig Key, Bite Squad’s Chief Marketing Officer, has been appointed Head of Growth for Waitr, effective February 1, 2019
- Adam Price and Simon Lee, who are joining Waitr from Homer Logistics, a provider of local delivery fulfillment solutions for businesses using logistics technology, have been appointed Chief Logistics Officer and Chief Analytics Officer, respectively, effective February 1, 2019

“We are very excited about integrating these members of the Bite Squad and Homer Logistics teams into the Waitr family,” continued Meaux. “Both Bite Squad and Waitr have had outstanding growth over the past few years and we look forward to continuing the momentum as a combined company. The former Homer Logistics executives bring significant expertise in logistics technology to our platform. We believe these new leadership appointments position us strongly for future growth.”

“In conjunction with these new appointments, Dave Pringle will retire to spend more time with his family in California. He has been a great asset to the Company as we transitioned from a private to a public company. I want to thank him for his dedication to Waitr over the last few years and wish him and his family the best in their future endeavors,” concluded Meaux.

Mr. Yurecko has been Chief Financial Officer of Bite Squad since 2016. From 2015 until joining Bite Squad, Mr. Yurecko served as Vice President at Minneapolis private investment firm Seed Partners LLC, and from 2008 to 2015, held various roles within PriceWaterhouseCoopers LLP (“PwC”)’s deals practice, where he focused on advising strategic and financial clients on buy-side and sell-side due diligence for domestic and cross-border transactions, while living and serving PwC in both the U.S. and Latin America. Mr. Yurecko holds a B.S. in business from University of Wisconsin.

Mr. Schramm has been Chief Legal and Administrative Officer of Bite Squad since 2017. From 2015 until 2017, he was Senior Vice President, General Counsel and Corporate Secretary at Evine Live (Nasdaq: EVLV). From 2005 until 2015, he was Vice President, General Counsel and Corporate Secretary of Lakes Entertainment (Nasdaq: GDEN). Mr. Schramm holds a B.A. from the University of Minnesota, and a J.D. from William Mitchell College of Law.

Mr. Hale has been Chief Operating Officer of Bite Squad since 2017 and was in the sales and operations department of Bite Squad from 2012 until 2015. He has held various management and sales roles at other organizations including Leadpages, CrowdCut.com, HomeMade Pizza Company and Life Time. Mr. Hale holds a B.S. from the University of Saint Thomas.

Mr. Key has been Chief Marketing Officer of Bite Squad since 2017. From 2008 until 2017, he held various management and media roles at space150. Mr. Key holds a B.A. from Azusa Pacific University.

Mr. Price most recently spent over five years as Chief Executive Officer of Homer Logistics. From 2007 until 2013, he held various business development and engineering roles at ATA Engineering. Mr. Price holds a B.S. from the University of California, San Diego.

Mr. Lee was Chief Analytics Officer at Homer Logistics from 2017 to 2019. Previously, he has held various roles including Vice President of Innovation of High 5 Games, Chief Information Officer at Advent Intermodal and Director of Optimization at Princeton Consultants. Mr. Lee has a M.A. degree in Mathematics from Columbia University.

Fourth Quarter and Full Year 2018 Earnings Conference Call

The Company intends to release its fourth quarter and full year 2018 financial results, as well as provide full year 2019 financial guidance, following the close of the stock market on Thursday, March 7, 2019 and host a conference call at 4:00 p.m. CT that same day. The conference call will be webcast live from the Company's investor relations website at http://investors.waitrapp.com/. The call can also be accessed live over the phone by dialing (877) 705-6003, or for international callers (201) 493-6725. A replay will be available one hour after the call and can be accessed by dialing (844) 512-2921 or (412) 317-6671 for international callers; the conference ID is 13687673. That replay will be available until Thursday, March 14, 2019.

About Waitr Holdings Inc.

Founded in 2013 and based in Lake Charles, Louisiana, Waitr is a leader in on-demand food ordering and delivery. Waitr, along with recently acquired food delivery company Bite Squad, connect local restaurants to hungry diners in underserved U.S. markets. Together they are the most convenient way to discover, order and receive great food from the best local restaurants and national chains. As of December 31, 2018, Waitr and Bite Squad had close to 20,000 restaurant partners in over 500 cities throughout the U.S.

Non-GAAP Financial Measures

Adjusted EBITDA is a financial measure that is not calculated in accordance with generally accepted accounting principles in the United States of America ("GAAP").

We define Adjusted EBITDA as net loss adjusted to exclude interest expense, income taxes, depreciation and amortization, acquisition and restructuring costs, stock-based compensation expense, impairments of intangible assets and gains and losses associated with derivatives and debt extinguishments. We use this non-GAAP financial measure as a key performance measure

because we believe it facilitates operating performance comparisons from period to period by excluding potential differences primarily caused by variations in capital structures, tax positions, the impact of acquisitions and restructuring, the impact of depreciation and amortization expense on our fixed assets and the impact of stock-based compensation expense. Adjusted EBITDA is not a measurement of our financial performance under GAAP and should not be considered as an alternative to performance measures derived in accordance with GAAP.

See "Waitr Adjusted EBITDA Reconciliation" below for a reconciliation of the preliminary unaudited estimates of net loss to Adjusted EBITDA for the fourth quarter and full year ended December 31, 2018.

Cautionary Note Concerning Preliminary Results

The preliminary fourth quarter and full year 2018 results included in this press release are estimated, unaudited and subject to completion, reflect management's preliminary estimates based solely upon information available to it as of the date of this press release and are not a comprehensive statement of the Company's or Bite Squad's financial results for the fourth quarter or full year 2018. Such preliminary estimates are subject to the closing of the fourth quarter and full year 2018 and finalization of year-end financial and accounting procedures (which have yet to be completed) and should not be viewed as a substitute for quarterly or full-year financial statements prepared in accordance with GAAP. The independent registered public accounting firms of the Company and Bite Squad, Moss Adams LLP and RSM US LLP, respectively, have not audited, reviewed or performed any procedures with respect to these preliminary estimates or the accounting treatment thereof and do not express an opinion or any other form of assurance with respect thereto. As a result, there is a possibility that our fourth quarter and full year 2018 financial results could vary materially from these preliminary estimates. In addition to the completion of financial closing procedures of the Company and Bite Squad, and the procedures and audits to be conducted by Moss Adams LLP and RSM US LLP, respectively, factors that could cause actual results to differ from those described above are set forth below under "Cautionary Note Concerning Forward-Looking Statements." Accordingly, you should not place undue reliance upon this preliminary information. You should read this information together with the financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Company and Bite Squad for prior periods included and incorporated by reference in our Current Reports on Form 8-K and Form 8-K/A filed or furnished with the United States Securities and Exchange Commission ("SEC") on November 21, 2018 and January 25, 2019, respectively.

Cautionary Note Concerning Forward-Looking Statements

This press release contains "forward-looking statements," as defined by the federal securities laws, including statements regarding the future performance of the Company and the timing of the Company's release of its fourth quarter and full year 2018 financial results. Forward-looking statements reflect Waitr's current expectations and projections about future events at the time, and thus involve uncertainty and risk. The words "believe," "expect," "anticipate," "will," "could," "would," "should," "may," "plan," "estimate," "intend," "predict," "potential," "continue," and

the negatives of these words and other similar expressions generally identify forward looking statements. Such forward-looking statements are subject to various risks and uncertainties, including those described under the section entitled “Risk Factors” in Waitr’s Registration Statement on Form S-4, filed with the SEC on January 25, 2019, as such factors may be updated from time to time in Waitr’s periodic filings with the SEC, which are accessible on the SEC’s website at www.sec.gov. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this release and in Waitr’s filings with the SEC. While forward-looking statements reflect Waitr’s good faith beliefs, they are not guarantees of future performance. Waitr disclaims any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, new information, data or methods, future events or other changes after the date of this press release, except as required by applicable law. You should not place undue reliance on any forward-looking statements, which are based only on information currently available to Waitr (or to third parties making the forward-looking statements).

Important Additional Information Has Been Filed with the SEC

The Company previously announced an exchange offer (the “Exchange Offer”) and consent solicitation (“Consent Solicitation”) relating to its public warrants. A registration statement on Form S-4 relating to the securities to be issued in the Exchange Offer has been filed with the SEC but has not yet become effective. Such securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective.

This press release is for informational purposes only and shall not constitute an offer to purchase or a solicitation of an offer to sell the public warrants or an offer to sell or a solicitation of an offer to buy any shares of common stock in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. The Exchange Offer and Consent Solicitation are being made only through the Schedule TO, as amended (the “Schedule TO”), and Prospectus/Offer to Exchange, and the complete terms and conditions of the Exchange Offer and Consent Solicitation are set forth in the Schedule TO and Prospectus/Offer to Exchange.

Copies of the Schedule TO and Prospectus/Offer to Exchange are available free of charge at the website of the SEC at www.sec.gov. Requests for documents may also be directed to Jefferies LLC at 1-877-547-6340 (toll-free).

Holders of the public warrants are urged to read the Schedule TO and Prospectus/Offer to Exchange carefully before making any decision with respect to the Offer and Consent Solicitation because they contain important information, including the various terms of, and conditions to, the Offer and Consent Solicitation.

None of Waitr, any of its management or its board of directors, or the information agent, the exchange agent or the dealer manager in connection with the Exchange Offer makes any recommendation as to whether or not holders of public warrants should tender public warrants for exchange in the Exchange Offer or consent to the warrant amendment in the Consent Solicitation.

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Waitr Adjusted EBITDA Reconciliation

($ in millions)

	Full Year 2018	Fourth Quarter 2018
Net Income (Loss)	**$ (34)**	**$ (17)**
Income taxes	(1)	(1)
Gain on derivatives	—	—
Interest expense	2	1
Depreciation and amortization	1	—
Stock-based compensation	10	6
Equity compensation on Requested amendment	3	3
Business combination related expenses	6	1
Adjusted EBITDA	**$ (13)**	**$ (7)**