

**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): November 27, 2023**

**MASTECH DIGITAL, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Pennsylvania**  
(State or Other Jurisdiction  
of Incorporation)

**001-34099**  
(Commission  
File Number)

**26-2753540**  
(IRS Employer  
Identification No.)

**1305 Cherrington Parkway, Suite 400  
Moon Township, PA 15108**  
(Address of Principal Executive Offices) (Zip Code)

**(412) 787-2100**  
(Registrant's Telephone Number, Including Area Code)

**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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01 per share	MHH	NYSE American

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.**

On November 27, 2023 (the “Separation Date”), Michael Fleishman resigned as Chief Executive Officer of Mastech InfoTrellis, Inc. (“Mastech InfoTrellis”), a wholly owned subsidiary of Mastech Digital, Inc. (the “Company”), effective immediately. In connection with this resignation, the Company, Mastech InfoTrellis and other subsidiaries and affiliates of the Company (collectively, the “Company Entities”), on the one hand, and Mr. Fleishman, on the other hand, entered into a Confidential Separation Agreement and General Release (the “Separation Agreement”) setting forth the terms of Mr. Fleishman’s separation from the Company Entities. Among other matters, the Separation Agreement provides for the Company to pay Mr. Fleishman a gross cash severance amount of \$2.1 million, consisting of (i) a lump-sum payment of \$410,000 to be paid on or before December 31, 2023, (ii) \$1.0 million to be paid over a 12-month period beginning January 1, 2024, in accordance with the Company’s normal payroll practice, and (iii) a lump-sum payment of \$690,000 to be paid on or before January 31, 2025. The Separation Agreement also provides that Mr. Fleishman is entitled to continued coverage under the Company’s group health plans pursuant to COBRA, and for the Company to pay directly to the benefits provider, from the Separation Date until December 31, 2024, an amount equal to the excess of Mr. Fleishman’s cost for COBRA coverage over the cost he would have paid for group health plan coverage as an active Company executive. The Separation Agreement also provides for the Company to pay the cost of three months of executive coaching for Mr. Fleishman.

Under the terms of the Separation Agreement, all vested and unvested Company options that were awarded to Mr. Fleishman during his employment expired on the Separation Date. The Separation Agreement also contains, among other things, a general release by Mr. Fleishman of all claims against the Company Entities and certain related parties, and other customary provisions relating to confidentiality, non-disparagement and return of company property. The Separation Agreement further provides that the post-termination obligations of Mr. Fleishman under the Executive Employment Agreement he entered into with Mastech InfoTrellis, effective November 14, 2022, continue in full force in effect, including the non-solicitation and non-competition covenants set forth in that agreement.

Pursuant to applicable law, Mr. Fleishman has a period of seven calendar days from the Separation Date to revoke the Separation Agreement by providing the Company with written notice of such revocation. Any revocation of the Separation Agreement, however, shall not affect the finality of the separation of Mr. Fleishman’s employment with the Company Entities on the Separation Date.

The foregoing description of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed herewith as Exhibit 10.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Confidential Separation Agreement and General Release entered into by and between Mastech Digital, Inc., Mastech InfoTrellis, Inc., Mastech Digital Data, Inc. and the subsidiaries and affiliates of each and Michael Fleishman</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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.

MASTECH DIGITAL, INC.

By: /s/ John J. Cronin, Jr.

Name: John J. Cronin, Jr.

Title: Chief Financial Officer

December 1, 2023

**CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE**

THIS CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE (“Release”) is made and entered into by and between Mastech Digital, Inc., Mastech InfoTrellis, Inc. Mastech Digital Data, Inc., and the subsidiaries and affiliates of each (collectively the “Company”) and **Michael Fleishman** (“Executive”).

WHEREAS, Company and Executive wish to resolve any and all matters between them relating to Executive’s employment and termination from employment;

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, this Confidential Separation Agreement and General Release (“Release”) will resolve, finally and completely, any and all possible claims and disputes between Company and Executive arising from such employment and the termination of that employment and, accordingly, Company and Executive, each intending to be legally bound, hereby agree as follows:

1. Executive’s employment with the Company terminated November 27, 2023, (the “Termination Date”).

2. (a) Except as provided in Paragraph 2(b) below, Executive shall have no further right to any salary, bonus or Executive benefits provided by the Company or any other Executive benefit plans of the Company. Executive agrees that the provisions of this Release and the payments under this Release do not extend Executive’s service or increase any amounts due him under the benefit plans of the Company.

(b) In exchange for execution of this Release within thirty days following the Termination Date, the Executive shall be entitled to:

- (1) Payment. Company shall pay to Executive the gross amount of two million, one hundred thousand dollars (\$2,100,000.00) (the “Gross Monetary Payment”). The Gross Monetary Payment shall be paid as follows:
- a. A lump sum payment of four hundred and ten thousand dollars (\$410,000) to be paid to Executive on or before December 31, 2023;
  - b. One million dollars (\$1,000,000) paid out over a twelve (12) month period beginning January 1, 2024, in accordance with the normal payroll practice of Company; and
  - c. A lump sum payment of six hundred and ninety thousand dollars (\$690,000) to be paid to Executive on or before January 31, 2025.
- (2) Group Health Benefits. Executive shall be entitled to continue his coverage and coverage for any eligible qualified beneficiary under Company’s group health plans in accordance with and for as long as required under the federal “COBRA” requirements (subject to payment of

the applicable cost for such coverage as may be required by Company in accordance with COBRA). For any period COBRA coverage under Company's group health plans is in effect for Executive and/or Executive's qualified beneficiaries from the Termination Date until December 31, 2024, the Company shall pay, directly to the benefits provider, an amount equal to the excess of the Executive's cost for COBRA coverage over the cost Executive would have paid for group health plan coverage as an active Executive of the Company.

- (3) Reference Letter. The Co-Chairmen of Mastech Digital, Inc. will sign the reference letter attached hereto as **Exhibit A** within ten (10) days of the Effective Date.
- (4) Executive Coach. The Company will pay for three (3) months of executive coaching by Phil Towle.

(c) Executive agrees and acknowledges that he is not entitled to payment of any severance pay under the Company's generally applicable severance pay policy ("Severance Policy"). To the extent the payments to be received by Executive during the first six (6) months after termination of employment, together with all other taxable payments received during that six (6)-month period (determined under Internal Revenue Code §409A and including the payments under this Agreement if required), exceeds the maximum amount permitted to be paid to a "specified employee" under Internal Revenue Code §409A, the excess payments shall be aggregated and paid instead in a single lump sum on the first business day after the end of the six (6)-month period.

(d) Executive agrees and acknowledges that all vested and unvested options in the Company and awarded to Executive during his employment expired on the Termination Date.

(e) Included as part of Executive's final salary payment is a lump sum payment equal to the amount of accrued and unused vacation that Executive is entitled to receive under the Company's existing policies. Upon the termination of his employment, Executive will receive payment for accrued and unused vacation and personal days regardless of execution of the Release.

Company and Executive agree and acknowledge that the foregoing amounts and benefits exceed any payments to which Executive might otherwise be entitled under existing Company policies or practices in the absence of execution of this Release.

3. This Release shall not constitute or be construed as an admission of any liability or wrongdoing by the Company. Executive expressly understands and agrees that by entering into this Release, Company in no way is admitting to having violated any of Executive's rights or to having violated any of the duties or obligations owed Executive or to having engaged in

any conduct in violation of the law. Company, in fact, affirmatively states that it treated Executive in full accord with the law at all times. Further, Executive understands and agrees that the Company will not be obligated in any way to provide him with future employment and Executive agrees not to seek any such employment or reemployment.

4. Executive, on behalf of himself, his heirs, representatives, estates, dependents, executors, administrators, successors and assigns, hereby voluntarily, expressly, irrevocably and unconditionally releases and forever discharges the Company, and its and their, subsidiaries, related companies, predecessors, affiliates, successors and assigns, and its and their respective benefits plans, and their past, present and future officers, directors, trustees, administrators, agents, attorneys, employees, and representatives, as well as the heirs, successors or assigns of any of such persons or such entities (severally and collectively called "Releasees"), jointly and individually, from any and all manner of suits, actions, causes of action, demands, damages and claims, known and unknown, that Executive has or ever had or which he may have against any of the Releasees for any acts, practices or events up to and including the date he executes this Release, and the continuing effects thereof, it being the intention of Executive to effect a general release of all such claims. By executing this Release, Executive understands that he is releasing any and all claims under any possible legal, equitable, contract, tort or statutory theory, including but not limited to: (i) any and all claims arising from or relating to Executive's employment with the Company and/or his termination from employment with the Company including, but not limited to, any and all claims for breach of the Company's policies, rules, regulations, or handbooks or for breach of express or implied contracts or express or implied covenants of good faith, and any and all claims for wrongful discharge, defamation, slander, invasion of privacy, violation of public policy, retaliation, intentional or negligent infliction of emotional distress or any other personal injury; (ii) any and all claims for back pay, front pay, or for any kind of compensatory, special or consequential damages, punitive or liquidated damages, attorneys' fees, costs, disbursements or expenses of any kind whatsoever; (iii) any and all claims arising under federal, state, or local constitutions, laws, rules, regulations or common law prohibiting employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, including, but not limited to, any and all claims arising under the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Pennsylvania Human Rights Act, the Americans With Disabilities Act, the Civil Rights Acts of 1866 and 1871, the Pregnancy Discrimination Act, Section 1981, the Family and Medical Leave Act, the Executive Retirement Income Security Act of 1974 and/or under any other federal, state, or local human rights, civil rights, or employment discrimination statutes, ordinances, rules or regulations; and (iv) any and all other claims of any kind whatsoever that Executive has or may have against Releasees up to and including the Date he executes this Release. Notwithstanding anything in this Release to the contrary, Executive is not waiving any rights that, under the law, cannot be waived (including any rights to challenge the validity of this Release).

5. Executive specifically releases all Releasees from any and all claims or causes of action for the fees, costs, expenses and interest of any and all attorneys who have at any time or are now representing Executive in connection with this Release and/or in connection with any matters released in this Release.

6. Executive acknowledges that he has been given the opportunity to consider this Release for at least twenty-one (21) days, which is a reasonable period of time, and that he has been advised to consult with an attorney prior to signing this Release. Executive further acknowledges that he has had a full and fair opportunity to confer with an attorney, that he has carefully read and fully understands all of the provisions of the Release, and that he has executed it of his own free will, act and deed without coercion and with knowledge of the nature and consequences thereof. If Executive executes this Release in less than twenty-one (21) days, he acknowledges that he has thereby waived his right to the full twenty-one (21) day period. For a period of seven (7) calendar days following the execution of this Release, Executive may revoke this Release by delivery of a written notice revoking the same within that seven (7) day period to the Company at Mastech InfoTrellis, Inc., 1305 Cherrington Parkway, Bldg. 210, Suite 400, Moon Township, PA 15108, Attention: Jenna Ford Lacey. This Release shall not become effective or enforceable until said seven (7) day revocation period has expired. The date of expiration of such revocation period is referred to herein as the Effective Date. Company shall have no obligation to pay any sums under paragraph 2(b) of this Release until eight (8) days after receipt of a fully executed copy of the Release.

7. Executive acknowledges that he was provided with, received, used and was exposed to confidential proprietary information and trade secrets relating to the Company (hereinafter referred to as "Trade Secrets and/or Confidential Information"). Executive agrees that the Company has a substantial business interest in the protection of its Trade Secrets and/or Confidential Information from disclosure and/or misuse and that the Company has a substantial business interest in the covenants set forth below. Executive, therefore, covenants and agrees that he shall not, without the written consent of a duly authorized executive officer of the Company, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise employ any Trade Secrets and/or Confidential Information of the Company for so long as the pertinent information or documentation remain Trade Secrets and/or Confidential Information; provided, however, that for purposes of this Release, Trade Secrets and/or Confidential Information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by Executive) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. Executive acknowledges and agrees that the ascertainment of damages in the event of his breach or violation of the restrictions set forth in Paragraph 7 of this Release would be difficult, if not impossible, and further that the various rights and duties created hereunder are extraordinary and unique so that upon breach by Executive of the duties and obligations provided hereunder, the Company will suffer irreparable injury for which it will have no meaningful remedy in law. Executive therefore agrees that, in addition to and without limiting any other remedy or right it may have, the Company shall be entitled to injunctive relief in order to enforce the provisions hereof.



8. Executive hereby confirms that he has returned to the Company all Company-issued credit cards and keys as well as computer software, files, manuals, letters, notes, records, drawings, notebooks, reports and any other documents and tangible items owned by the Company or which Executive obtained, prepared or acquired while he was employed with the Company or used or maintained in connection with conducting business for or on behalf of the Company, expressly including documents and tangible items containing confidential information about the Company, whether maintained at Executive's office, his home or any other location. Such information includes information in all forms, including electronic form. Executive will not disclose or make any further use, directly or indirectly, of any such Company information.

9. Executive agrees and acknowledges that, other than expenses incurred by Executive on the Termination Date, there are no outstanding expense reimbursements due to him.

10. a. Except as otherwise required by law, Executive agrees to refrain from directly or indirectly engaging in publicity or any other action or activity which reflects adversely upon Company, its Board, officers, Executives, agents and business, including any successor or affiliate.

b. Except as otherwise required by law, Executive agrees to keep confidential and not disclose the terms of this Release to any person, with the exception of his spouse, attorneys or tax professionals consulted by Executive to understand the interpretation, application, or legal or financial effect of this Release or to implement any portion of it with those persons to pledge to strictly maintain such confidentiality before Executive shares such information with them.

11. If any of the provisions of this Release are determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Release shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

12. Executive and Company agree that the language of all parts of this Release shall in all cases be construed as a whole, according to the fair meaning, and not strictly for or against any party.

13. Executive and Company understand, covenant and agree that the terms and conditions of this Release constitute the full and complete understandings, agreements and arrangements of the parties with respect to the subject matter hereto. Executive and Company understand, covenant and agree that the post-termination obligations of Executive's Executive Employment Agreement effective November 14, 2022, shall continue in full force and effect.

Executive acknowledges that his Executive Employment Agreement provides that for one (1) year after Executive's termination with Company, Executive shall not:

- (a) directly or indirectly employ, or knowingly permit any company or business directly or indirectly controlled by Executive to employ any person who is employed by Company or any Affiliate at any time during the term of this Agreement, or in any manner facilitate the leaving of any such person from his or her employment with Company or any Affiliate; or
- (b) directly or indirectly interfere with or attempt to disrupt the relationship, contractual or otherwise, between Company or any Affiliate and any of its employees or solicit, induce, or attempt to induce Executives of Company or any Affiliate to terminate employment with Company or Affiliate and become self-employed or employed with others in the same or similar business or any product line or service provided by Company or any Affiliate. Any subsequent alteration in or variance from any term or condition of this Release shall be effective only if in writing.

14. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania except as preempted by federal law. This Release shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns. It shall not be construed against either party.

15. Executive shall make no assignment of any released claims, and he hereby warrants that no such assignment has been made.

IN WITNESS WHEREOF, the undersigned parties, having read this Confidential Separation Agreement and General Release, and intending to be legally bound thereby, have caused this Confidential Separation Agreement and General Release to be executed as of the date set forth below.

DATED: November 27, 2023

By: /s/ Michael Fleishman

Michael Fleishman  
Executive

DATED: November 27, 2023

By: /s/ Sunil Wadhvani

Sunil Wadhvani  
On behalf of Company

**EXHIBIT A**

To whom it may concern:

Michael Fleishman served as the Chief Executive Officer of Mastech Infotrellis, the data and analytics services business of Mastech Digital.

The Board of Directors and Michael had a series of discussions around the goals and strategies for Mastech InfoTrellis. Once it was clear that our long-term goals would not align, Michael felt it was best to resign. The Board accepted Michael's resignation.

The Board and leadership of Mastech wish Michael success in his career pursuits ahead.

Yours truly,

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Sunil Wadhvani

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Ashok Trivedi  
Co-Chairmen, Mastech Digital, Inc.