

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

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 15, 2017

THE ONE GROUP HOSPITALITY, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37379
(Commission File Number)

14-1961545
(IRS Employer
Identification No.)

411 W. 14th Street, 2nd Floor
New York, New York 10014
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (646) 624-2400

(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 Instruction 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))
 - 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.
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c) Appointment of Interim Chief Financial Officer.

On May 15, 2017, The ONE Group Hospitality, Inc. (the “Company”) announced the appointment of Linda Siluk as Interim Chief Financial Officer, effective May 16, 2017.

Pursuant to an offer letter dated May 15, 2017, Linda Siluk agreed to serve as our Interim Chief Financial Officer. The offer letter provides that Ms. Siluk is entitled to a monthly salary of \$27,500 and a grant of 35,000 restricted shares to vest upon the achievement of certain mutually agreed upon objectives. Ms. Siluk will serve as the Company’s Interim Chief Financial Officer for a period of six months, with further employment to be considered at that time during a review. Ms. Siluk is eligible to participate in the Company’s 401(k) plan, health plans and other benefits on the same terms as other salaried employees. In the event that Ms. Siluk is terminated without cause, she will receive payment for the six month term in full, payable in one lump sum.

Prior to joining the Company, Ms. Siluk served as the Senior Vice President and Chief Accounting Officer for Fairway Group Holdings, Corp. (“Fairway”) from June 2015 to February 2017, as the Vice President and Finance and Chief Accounting Officer from October 2011 to June 2015, and as Senior Project Manager from August 2009 to October 2010. Prior to her experience at Fairway, Ms. Siluk served as the Chief Financial Officer at Drug Fair from October 2008 to May 2009. From September 2006 to April 2008, Ms. Siluk was the Senior Vice President, Finance at Ann Taylor. Ms. Siluk received her B.S. in Business Administration from Montclair State College. Ms. Siluk is a certified public accountant.

There are no family relationships between Ms. Siluk and any director or executive officer of the Company and there are no transactions between Ms. Siluk and the Company that would be reportable under Item 404(a) of Regulation S-K.

The offer letter is filed as Exhibit 10.1 to this Current Report on Form 8-K, and such document is incorporated herein by reference. The foregoing is only a brief description of the material terms of the offer letter, does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to such exhibit.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Offer Letter dated May 15, 2017.

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.

Dated: May 19, 2017

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Samuel Goldfinger

Name: Samuel Goldfinger

Title: Chief Financial Officer



May 15, 2017

Dear Linda:

On behalf of The ONE Group Hospitality, Inc. (the "Company"), it is our pleasure to offer you the position of Interim Chief Financial Officer. In this role you will cover all duties and responsibilities, including SEC reporting of a CFO of a public company. You will be required to work on the day to day financial matters of the company along with, should the need require, working to assist the company in a sale to strategic or private equity partner.

This letter sets forth the terms and conditions of your employment with the Company. Please review carefully and contact me if you have any questions.

Title: Interim Chief Financial Officer

Reporting to: Chief Executive Officer

Start Date: May 16, 2017

Base Salary: Your base salary will be at a rate of \$6,346.15 weekly (\$27,500.00 monthly) less applicable tax and other withholdings. Salary is payable according to the Company's regular weekly payroll schedule.

Condition: This term is based on a fixed 6 months duration with a review on or before the 31st August. At that review we will discuss whether you will be considered, or if you want to be considered for the permanent role of CFO for The ONE Group.

Equity Grant: You will be granted 35,000 restricted shares, based on achievement of certain objectives to be agreed upon and accelerated on a change in control.

Benefits: As ONE Group salaried employee, you are eligible for the current, standard company health, life, disability, dental and vision coverage will be available on the 1st of the month following 60 days of employment. In addition to information below, we will provide you full detailed information regarding coverage.** A portion of premium cost for single coverage will be covered by the company with additional dependent coverage available at a cost as outlined in provided documentation.

As a senior level executive, you will also receive Armada Care Executive Health benefits, for yourself and your family, at no cost to you when you enroll in the High Plan.



Company offers short term and long term disability at 60% of base salary up to a \$1,500.00 weekly maximum on short term disability and up to \$10,000.00 maximum on long term disability.

After ninety days of employment, employee can enroll in the Company's 401k plan.

****Note:** The ONE Group's human resources representatives as well as insurance representatives are available to explain and answer any questions regarding the details of coverage.

Vacation: Vacation is accrued at 3.077 hours per pay period, which is equivalent to four weeks on an annual basis.

Personal/Sick Days: Personal/Sick days are allotted at 5 each calendar year.

Expenses: Normal and reasonable expenses will be reimbursed on a monthly basis per company policy and upon completion of the appropriate expense request form.

Severance: In the event that a change of control occurs prior to the end of the 6 month term, you will be paid the full term and the restricted shares will vest on a sale or change of control of the company. Payment will be in a lump sum upon termination or in regular pay periods over the six months.

In the event that you terminated for other than cause then the term will be paid in full, but the restricted shares will be cancelled. Payment will be in a lump sum upon termination or in regular pay periods over the six months.

In the event that the contract term expires and you are no longer involved in the company, but have worked on a transaction with a buyer that materializes after you have left the shares will vest on a sale or change of control with that buyer.

In the event that you cease to work with the company for cause (ie. violence, theft, fraudulent activities, harassment, etc.), the term of the agreement will cease at that point and the restricted shares will be cancelled.

Non-Solicitation: You will need to sign a standard non-solicitation agreement.



Linda, we are extremely excited to have you join The ONE Group team as we grow the organization.

Your offer is contingent upon satisfactory completion of a background check and The ONE Group's standard public company director/officer questionnaire. We are confident of the positive impact you will make. If the terms described above are acceptable, please sign below, return the original to me, and keep a copy for your records. We look forward to working closely with you.

This offer is not intended to be a contractual obligation to hire the individual indicated herein other than as an Employee-at-will. The company is not extending an employment agreement to the prospective to employee, and if employed, the employee may be terminated at will and without further obligation other than that as required pursuant to law.

Very truly yours,

/s/ Jonathan Segal

Jonathan Segal
Chief Executive Officer
The ONE Group

AGREED AND ACCEPTED:

/s/ Linda Siluk
Linda Siluk

May 15, 2017
Date