

**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) January 10, 2020**

**Universal Logistics Holdings, Inc.**  
(Exact name of registrant as specified in its charter)

**Michigan**  
(State or other jurisdiction  
of incorporation)

**0-51142**  
(Commission  
File Number)

**38-3640097**  
(I.R.S. Employer  
Identification No.)

**12755 E. Nine Mile Road, Warren, Michigan**  
(Address of principal executive offices)

**48089**  
(Zip Code)

**(586) 920-0100**  
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, 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, no par value	ULH	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.**

On January 10, 2020, the Board of Directors (the “Board”) of Universal Logistics Holdings, Inc. (the “Company”) appointed Tim Phillips as its new Chief Executive Officer, President, and member of the Board, effective immediately. Mr. Phillips succeeds Jeff Rogers, who separated from service with the Company as Chief Executive Officer, President and a director effective January 10, 2020.

Mr. Phillips, age 54, previously served as the Company’s Executive Vice President of Transportation since January 2019. From October 2009 to January 2019, Mr. Phillips held the position of President of Universal Intermodal Services, Inc., the Company’s intermodal subsidiary. Prior to that role, he served as President of The Mason & Dixon Lines, a former subsidiary and predecessor to Universal Truckload, LLC, from January 2007 to September 2009. He also served as Vice President of Mason Dixon Intermodal, now known as Universal Intermodal Services, Inc., from October 2004 to December 2006, and held various operational positions there beginning in August 1989. Mr. Phillips holds a Bachelor of Business Administration in Business Management from Eastern Michigan University.

On January 10, 2020 the Company entered into an employment agreement (the “Employment Agreement”) with Mr. Phillips. Under the Employment Agreement, Mr. Phillips will receive an annual base salary of \$500,032, subject to annual review and adjustment, and his performance will be reviewed annually for bonus eligibility. His 2019 cash bonus award as set forth in the Employment Agreement will be \$240,000, to be paid in five annual installments of 20% each beginning in 2020, subject to his continued employment with the Company.

Under the Employment Agreement, Mr. Phillips will be granted 60,000 restricted shares of common stock of the Company pursuant to the Company’s 2014 Amended and Restated Stock Incentive Plan. These shares will vest in installments of 20,000 shares each on January 10, 2024 and January 10, 2026, and 10,000 shares each on January 10, 2027 and 2028, in each case subject to his continued employment with the Company. Mr. Phillips may also participate in other benefit plans on the same terms as our other employees.

Pursuant to the Employment Agreement, the Company may terminate Mr. Phillips’ employment at any time for just cause. The Company may also terminate his employment if it is determined by the Board that the best interests of the Company would be served by such termination; provided that, if such termination is without cause, he will be entitled to receive his base salary for a period of 12 months following such termination. The Employment Agreement also provides Mr. Phillips the right to terminate his employment with the Company upon three months’ prior written notice to the Company. Mr. Phillips’ employment with the Company will be terminated upon his death and may be terminated by the Company upon his continued disability for a period of three consecutive months.

The Employment Agreement contains covenants not to compete with, or solicit employees or contractors from, the Company and certain of its affiliates for periods of 12 months and 24 months, respectively, following termination of Mr. Phillips’ employment for any reason, as well as an indefinite covenant against disclosure of Company proprietary information and records.

Except for the Employment Agreement, there is no arrangement or understanding between Mr. Phillips and any other person pursuant to which he was selected as an officer of the Company, and there are no family relationships between Mr. Phillips and any of the Company’s directors or executive officers. Mr. Phillips does not have a direct or indirect material interest in any transaction that would be required to be disclosed under Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

The foregoing summary of the Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, a copy which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On January 13, 2020, the Company issued a press release announcing the management change described in this report. A copy of such press release is furnished as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Employment Agreement between the Registrant and Tim Phillips.</a>
99.1	<a href="#">Press Release dated January 13, 2020.</a>

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**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, thereunto duly authorized.

UNIVERSAL LOGISTICS HOLDINGS, INC.

Date: January 14, 2020

*/s/ Steven Fitzpatrick*

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Steven Fitzpatrick

Secretary

**EMPLOYMENT AGREEMENT**

This Agreement ("Agreement") is entered into as of January 10, 2020, by and between Universal Management Services, Inc. ("COMPANY") and Tim Phillips ("EMPLOYEE"), and the parties therefore agree as follows:

Subject to the terms and conditions contained in this Agreement and during the Term of this Agreement (as defined below), COMPANY hereby employs EMPLOYEE in the position of "President & Chief Executive Officer" with such duties and responsibilities as are commensurate with such office and may from time-to-time be assigned to EMPLOYEE by COMPANY.

EMPLOYEE hereby accepts such employment as a full time employee, and while employed, shall devote his or her full business time, skills, energy and attention to the business of COMPANY, shall perform his duties in a diligent, loyal, businesslike and efficient manner, all for the sole purpose of enhancing the business of COMPANY, and in a manner consistent with all COMPANY policies, resolutions and directives from time to time stated or made by the COMPANY. Moreover, EMPLOYEE shall perform such services and duties as are consistent with EMPLOYEE's position, are necessary or appropriate for the operation and management of COMPANY, and as are normally expected of persons appointed to executive positions in the business in which COMPANY is engaged.

1. Compensation for Services.

COMPANY shall pay to EMPLOYEE an annual base salary of \$500,032.00 ("Base Salary") as COMPANY's President & Chief Executive Officer.

Your 2019 Bonus Award which will be paid out in the March / April, 2020 time frame will be for \$240,000.00 which is paid according to our standard executive bonus plan, 20% at time of payout and 20% over the following 4 years.

You will be awarded 60,000 shares of restricted stock:

- 2020 – 20,000 shares that would mature in 2024
- 2021 – 20,000 shares that would mature in 2026
- 2022 – 10,000 shares that would mature in 2027
- 2023 – 10,000 shares that would mature in 2028

You have to be and an active employee or retired at age 65 or older to receive your residual bonus payouts and for your restricted stock to vest. We have agreed to an exception in your case that you may retire at age 62 with the understanding that Section 5, Covenant Not To Compete extends to November 6, 2030.

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Base Salary shall be payable in equal installments pursuant to COMPANY's payroll system in effect from time to time, less all applicable taxes required to be withheld by COMPANY pursuant to federal, state or local law.

EMPLOYEE will be reviewed annually for changes in Base Salary and eligibility for a performance bonus, if any. Your next review for a Base Salary change will be in December 2021.

2. Benefits.

EMPLOYEE shall be entitled to fringe benefits provided by COMPANY for its employees in the normal course of business.

3. Business Expenses.

COMPANY shall reimburse EMPLOYEE for all reasonable and necessary business expenses incurred by EMPLOYEE in the performance of his or her duties hereunder with respect to travel, entertainment and other business expenses, subject to COMPANY's business expense policies in effect from time to time, including its procedures with respect to the manner of incurring, reporting and documenting such expenses.

4. Proprietary Information

a. EMPLOYEE shall forever hold in the strictest confidence and not disclose to any person, firm, corporation or other entity any of COMPANY's Proprietary Information (as defined below) or any of COMPANY's Records (as defined below) except as such disclosure may be required in connection with EMPLOYEE's work for COMPANY and as expressly authorized by COMPANY in writing.

b. For the purposes of this Agreement, the term "Proprietary Information" shall mean intercompany publications, unpublished works, plans, policies, computer and information systems, software and other information and knowledge relating or pertaining to the products, services, sales or other business of COMPANY or its successor, affiliates and customers in any way which is of a confidential or proprietary nature, the prices it obtains or has obtained from the sale of its services, its manner of operation, its plans, processes or other data, contracts, information about contracts, contract forms, business applications, costs, profits, tax information, marketing information, advertising methods, customers, potential customers, brokers, potential brokers, employees, matters of a technical nature (including inventions, computer programs, concepts, developments, contributions, devices, discoveries, software and documentations, secret processes or machines, including any improvements thereto and know-how related thereto, and research projects, etc.), and other information not generally available to the public, without regard to whether all of the foregoing matters will be deemed confidential, material or important. Anything to the contrary notwithstanding, the parties hereto stipulate that any and all knowledge, data and information gathered by EMPLOYEE through this Agreement, his employment with COMPANY and the operation of the business of COMPANY is deemed important, material or confidential, and gravely affects the effective and successful conduct of the business of COMPANY and COMPANY's good will; could not without great expense and difficulty be obtained or duplicated

by others who have not been able to acquire such information by virtue of employment with COMPANY; and that any breach of the terms of this Paragraph 4 shall be deemed a material breach of this Agreement.

c. EMPLOYEE agrees that all creative work, including without limitation, designs, drawings, specifications, techniques, models, processes and software prepared or originated by EMPLOYEE during or within the scope of employment whether or not subject to protection under the federal copyright or other law constitutes work made for hire all rights to which are owned by COMPANY. Moreover, EMPLOYEE hereby assigns to COMPANY all right, title and interest whether by way of copyright, trade secret, patent or otherwise, and all such work whether or not subject to protection by copyright or other law.

d. Upon termination of employment with COMPANY or at any other time requested by COMPANY, EMPLOYEE shall immediately return to COMPANY and not retain any copies of, any records, data, lists, plans, policies, publications, computer and information systems, files, diagrams and documentation, data, papers, drawings, memos, customer records, reports, correspondence, note books, service listing and any other business record of any kind or nature (including without limitation records in machine-readable or computer-readable forms) relating to Proprietary Information ("Records").

e. EMPLOYEE acknowledges that, to the extent COMPANY derives independent economic value from any of its Proprietary Information and takes reasonable measures to maintain its secrecy, such Proprietary Information will be considered a trade secret under applicable law. EMPLOYEE further acknowledges that under the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. EMPLOYEE further acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

5. Covenant Not To Compete / Not To Solicit:

a. As a material part of the consideration for this Agreement, EMPLOYEE agrees for a twelve (12) month period following the termination of EMPLOYEE's employment with COMPANY for any reason; Employee agrees he will not directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, or intern, compete in any other similar capacity to an entity engaged in the same or similar business as the COMPANY, including those that specialize in the multiple facets of supply chain including but not limited to Intermodal Transportation, Truckload Transportation, Value Added Services, Brokerage Services and Supply Chain Management within Mexico, The United States and Canada. EMPLOYEE also agrees that he or she will not, either solely or jointly with, or as manager or agent for, any person, corporation, trust, joint venture,

partnership, or other business entity, directly or indirectly, approach or solicit for business, accept business from, divert business from, or otherwise interfere with any COMPANY or Affiliated Companies relationship with, any person or entity (or legal successor to such person or entity) that Employee had any direct contact with while employed by the COMPANY and that: (a) has been a customer of COMPANY or any of the Affiliated Companies at any time within the six (6) month period prior to EMPLOYEE's termination; or (b) to whom COMPANY or one of the Affiliated Companies had made a proposal within the six (6) month period prior to EMPLOYEE's termination. In the event EMPLOYEE is terminated pursuant to Section 8 subsection (d) the Covenant Not to Compete will be for a period of twelve (12) months. Anything contrary notwithstanding, this Paragraph 5 shall survive after the termination or the earlier cancellation of this Agreement.

b. Both parties agree that the restrictions in this section are fair and reasonable in all respects including the length of time that they shall remain in effect and that COMPANY's employment of EMPLOYEE upon the terms and conditions of this Agreement is fully sufficient consideration for EMPLOYEE's obligations under this section.

c. If any provisions of this section are ever held by a Court to be unreasonable, the parties agree that this section shall be enforced to the extent it is deemed to be reasonable.

6. No Interference With Employment Relationships

EMPLOYEE agrees that, during his or her employment, and for a period of twenty-four (24) months after his employment has terminated, for any reason, EMPLOYEE will not, directly or indirectly, solicit for employment, hire, or offer employment to, or otherwise aid or assist any person or entity other than COMPANY, in soliciting for employment, hiring, or offering employment to: (a) any employee of COMPANY, Affiliated Companies, or any independent contractor engaged by COMPANY or Affiliated Companies; or (b) any former employee or independent contractor of COMPANY or Affiliated Companies who was employed, or engaged, by COMPANY or Affiliated Companies within six (6) months before or after the cessation of EMPLOYEE's employment. In the event EMPLOYEE hires an employee of COMPANY, COMPANY shall be compensated at a fee equal to 30% of the EMPLOYEE's first year's gross compensation. This paragraph 6 also applies to employees of companies on Exhibit A.

7. Equitable Relief And Remedies At Law

EMPLOYEE acknowledges that COMPANY would suffer unique and irreparable injury in the event of a breach of the covenants contained in Sections 4, 5 and 6 of this Agreement, which breach could not be adequately compensated by the payment of damages alone. Accordingly in the event of any such breach by EMPLOYEE, EMPLOYEE agrees that this Agreement may be enforced by a decree of specific performance or an injunction without the necessity of posting a bond in addition to any remedies available at law, including damages arising out of or relating to a breach of those covenants, and that any remedy which COMPANY might have at law would be inadequate by itself.

8. Termination of Agreement

a. Without limitation of any other remedy available to COMPANY, whether in law or in equity, EMPLOYEE's employment relationship shall terminate immediately without any further liability of COMPANY to EMPLOYEE, upon written notice from COMPANY to EMPLOYEE, for Just Cause. For purpose of this Agreement, "Just Cause" means: conviction of a crime, moral turpitude, gross negligence in the performance of duties, intentional failure to perform duties, failure to perform duties as designated in this agreement, insubordination or dishonesty. In the event of EMPLOYEE's termination pursuant to this Section 8(a), COMPANY shall have no obligation to pay Base Salary, bonuses, or benefits after date the employment relationship is terminated.

b. EMPLOYEE's employment relationship shall terminate immediately upon death of EMPLOYEE.

c. EMPLOYEE agrees to submit to a medical examination at any time at COMPANY's request and expense. The medical examination will be related to EMPLOYEE's job and consistent with a business necessity of COMPANY. This Agreement may be terminated by COMPANY immediately upon written notice to EMPLOYEE if the examination reveals that EMPLOYEE is unable to perform the essential functions of this Agreement even with a reasonable accommodation. The Agreement may also be terminated if, for a period of three (3) consecutive months, EMPLOYEE is unable to perform the essential functions of the Agreement even with a reasonable accommodation. Upon such termination due to medical disability, EMPLOYEE's compensation shall be continued for three (3) months from the date of disability. In addition, EMPLOYEE will receive any residual bonus earned but not paid. Residual bonus to be paid in normal course of business

d. Upon the determination by COMPANY that the best interests of COMPANY would be served, COMPANY shall have the further right to terminate EMPLOYEE's employment relationship immediately or at any time, at its option upon written notice to EMPLOYEE, without Just Cause. If EMPLOYEE is terminated pursuant to this Section 8(d), EMPLOYEE shall be entitled to receive only Base Salary and COBRA for a period of twelve (12) months following such termination, provided that EMPLOYEE signs the provided Separation Agreement (similar to the attached separation agreement) within 21 days.

e. Any compensation payable to EMPLOYEE pursuant to this Section 8 following termination pursuant to subsection (d) of this Section 8 shall be reduced by the amount of any compensation earned by EMPLOYEE in any employment or consulting he may undertake during said period that constitutes a violation of Section 7 respecting non-competition.

f. Upon three months' prior written notice to COMPANY at any time, EMPLOYEE shall have the right to terminate his employment relationship with COMPANY at his option. Upon receipt of such notice, COMPANY shall have the option to terminate EMPLOYEE's employment relationship immediately upon written notice to EMPLOYEE. In the event of termination pursuant to this Section 8(f), EMPLOYEE shall be entitled to receive Base Salary only through the three (3) month period following EMPLOYEE's notice of termination. The time period on the covenant not to compete shall commence at the end of the three (3) month period, and EMPLOYEE shall also be bound by the covenant not to compete during the three (3) month period he is receiving

Base Salary. EMPLOYEE shall be liable for all costs and expenses incurred by COMPANY for the failure to give three (3) months' notice.

g. Upon termination of this Agreement by COMPANY, EMPLOYEE shall, without a claim for compensation, provide COMPANY with written resignations from any and all offices held by his in or at the request of COMPANY, and in the event of his failure to do so, COMPANY is hereby irrevocably authorized to be, or designated as EMPLOYEE's attorney in fact, to act in his name and in his behalf to execute such resignations.

9. No Restriction on Performance of Services Contemplated by Agreement

EMPLOYEE represents and warrants to COMPANY that: (i) EMPLOYEE is under no contractual or other restriction which would give a third party a legal right to assert that EMPLOYEE would not be legally permitted to perform the services contemplated by this Agreement; and (ii) by entering into this Agreement EMPLOYEE has not breached, and by performing the services contemplated by this Agreement, shall not breach, any Agreement or duty relating to proprietary information of another person or entity. It shall be considered cause for termination under Section 8(a) if the EMPLOYEE is under a contractual or other restriction which prevents the EMPLOYEE from performing services upon which they are hired to perform.

10. Severability

In case any one or more of the provisions hereof shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. To the extent possible, there shall be deemed substituted such other provision as will most nearly accomplish the intent of the parties, to the extent permitted by applicable law.

11. Entire Agreement

This Agreement embodies all the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understandings, or agreements, unless expressly set forth herein or in an instrument in writing signed by the party to be bound thereby which makes reference to this Agreement, shall be considered effective.

12. No Rights in Third Parties

Nothing herein expressed or implied is intended to, or shall be construed to confer upon, or give to any person, firm or other entity other than the parties hereto any rights or remedies under this Agreement, except as provided in Section 14.

13. Assignment

COMPANY may assign its rights and delegate its responsibilities under this Agreement to any affiliated company or to any corporation which acquires all or substantially all of the operating assets of COMPANY by merger, consolidation, dissolution, liquidation, combination, sale or transfer of assets or stock or otherwise. EMPLOYEE shall not be entitled to assign his or her rights or delegate his or her responsibilities under this Agreement to any person.

14. Payment to Estate

No person, firm or entity shall have any right to receive any payments owing to EMPLOYEE hereunder, except that EMPLOYEE's estate shall be entitled to receive a final payment of installment of Base Salary for services rendered to COMPANY through date of death, reimbursement for any business expenses previously incurred by EMPLOYEE for which he or she would have been entitled to reimbursement hereunder, and any residual bonus earned but not paid. Any residual bonus shall be paid in normal course of business.

15. Amendment

No modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto.

16. Survival of Covenants

Without limitation of any other provisions of this Agreement, all representations and warranties set forth in this Agreement and the covenants set forth in Sections 4, 5 and 6 shall survive the termination of this Agreement for any reason for the maximum period permitted by law.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Michigan. The parties agree that should any litigation arise out of, in connection with, or relating to this Agreement, such litigation will be commenced in a the Circuit Court for Macomb County Michigan or in the United States District Court for the Eastern District of Michigan provided such court has subject matter jurisdiction and venue.

18. Notices.

Service of all notices under this Agreement must be given personally to the party involved at the address set forth below or at such other address as such party shall provide in writing from time to time.

COMPANY: Universal Management Services, Inc.  
12755 E. 9 Mile Rd.  
Warren, MI 48089



**EXHIBIT A**

1. Central Transport, LLC.
2. Universal Logistics Holdings Inc.
3. P.A.M. Transport, Inc. Conlan Tire Co LLC
4. Conlan Tire Co LLC
5. This will include all entities under common ownership to the above companies and/or their successors.



## **Universal Appoints Tim Phillips as President and Chief Executive Officer**

Warren, MI – January 13, 2020 — Universal Logistics Holdings, Inc. (NASDAQ: ULH) announced today that its Board of Directors (the “Board”) appointed Tim Phillips as the Company’s new Chief Executive Officer, President, and member of the Board, effective January 10, 2020. Mr. Phillips began his career with Universal, a leading asset-light provider of customized transportation and logistics solutions, in 1989. He has over 30 years of experience in numerous leadership positions, including most recently serving as the Company’s Executive Vice President of Transportation. Mr. Phillips has also served as the President of Universal’s intermodal division since 2009. Mr. Phillips succeeds Jeff Rogers, who separated from service with the Company as Chief Executive Officer, President and a director effective January 10, 2020.

“I would like to express my gratitude to Jeff for his leadership and the contributions he has made to Universal’s success,” stated Matthew Moroun, Chairman of the Board. “Tim is a highly skilled veteran of the transportation industry. He possesses a keen attention to detail, and he has a proven record of growth and profit. The entire Board of Directors would like to congratulate Tim, and we look forward to his leadership.”

“I am honored to be appointed to lead Universal’s 12,000 associates and drivers across North America,” stated Mr. Phillips. “I would like to thank the Board of Directors for its confidence that I will continue transforming the Company into a world-class provider of transportation and logistics services.”

### **About Universal**

Universal Logistics Holdings, Inc. is a leading asset-light provider of customized transportation and logistics solutions throughout the United States, and in Mexico, Canada and Colombia. We provide our customers with supply chain solutions that can be scaled to meet their changing demands and volumes. We offer our customers a broad array of services across their entire supply chain, including truckload, brokerage, dedicated, intermodal, and value-added services.

**Source:** Universal Logistics Holdings, Inc.

For Further Information:

Steven Fitzpatrick, Investor Relations

[SFitzpatrick@UniversalLogistics.com](mailto:SFitzpatrick@UniversalLogistics.com)

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## **Forward Looking Statements**

*Some of the statements contained in this press release might be considered forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements, which identify prospective information. In some cases, forward-looking statements can be identified by words such as “expect,” “anticipate,” “intend,” “plan,” “goal,” “seek,” “believe,” “project,” “estimate,” “future,” “likely,” “may,” “should” and similar references to future periods. However, the absence of these words does not mean that the statements are not forward looking. Forward-looking statements are based on information available at the time and/or management’s good faith belief with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. These forward-looking statements are subject to a number of factors that may cause actual results to differ materially from the expectations described. Additional information about the factors that may adversely affect these forward-looking statements is contained in the Company’s most recent periodic filings with the Securities and Exchange Commission, including our annual report on Form 10-K and quarterly reports on Form 10-Q. The Company assumes no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information except to the extent required by applicable securities laws.*