

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 24, 2022

**SHIFTPIXY, INC.**

(Exact name of registrant as specified in its charter)

**Wyoming**

(State of incorporation or organization)

**47-4211438**

(I.R.S. Employer Identification No.)

**501 Brickell Key Drive, Suite 300, Miami, FL**

(Address of principal executive offices)

**33131**

(Zip Code)

(888) 798-9100

(Registrant's telephone number, including area code)

Commission File No. 001-37954

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))

Securities registered under Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	PIXY	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 May 24, 2022, Domonic J. Carney resigned as Chief Financial Officer and Treasurer of ShiftPixy, Inc. ("ShiftPixy" or the "Company"), pursuant to a Sabbatical Leave Agreement (the "Agreement"), effective immediately. The Board of Directors (the "Board") of ShiftPixy accepted Mr. Carney's resignation and ratified the Agreement the same day. A copy of the Agreement is attached hereto as Exhibit 10.1.

On May 24, 2022, the Board of ShiftPixy appointed Manuel Rivera, 47, to the positions of Treasurer and Acting Chief Financial Officer of the Company. Since June 2021, Mr. Rivera has served as ShiftPixy's Vice President of Accounting. Prior to joining ShiftPixy, Mr. Rivera was employed from July 2020 until June 2021 as Director of Financial Accounting Advisory Services for Eleven Consulting Group, a privately held financial consulting and accounting advisory firm. Before joining Eleven Consulting, he served from October 2014 through February 2020 as Financial Accounting Advisory Services Senior Manager for the worldwide accounting firm of Ernst & Young. Beginning in August 2003, he was employed by the worldwide accounting firm of KPMG, which he left as an Audit Senior Manager in September 2014. Mr. Rivera earned a Bachelor's Degree of Arts in Accounting, *cum laude*, from Inter-American University of San Juan, Puerto Rico, and is licensed as a Certified Public Accountant in Florida and Puerto Rico.

Mr. Rivera currently earns annual compensation as ShiftPixy's Vice President of Accounting of \$194,606. There is currently no agreement in place between the Company and Mr. Rivera to adjust his current compensation.

On May 24, 2022, ShiftPixy issued a press release announcing these developments. A copy of the press release is attached hereto as Exhibit 99.1.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

The following exhibits are filed as part of this report:

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Sabbatical Leave Agreement, dated May 24, 2022.</a>
<a href="#">99.1</a>	<a href="#">Press release, dated May 24, 2022.</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 thereunto duly authorized.

**SHIFTPIXY, INC.**

Date: May 24, 2022

By: /s/ Scott W. Absher  
Scott W. Absher  
Chief Executive Officer

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## SABBATICAL LEAVE AGREEMENT

This Sabbatical Leave Agreement (“**Agreement**”) is hereby executed by and between ShiftPixy, Inc. (the “**Company**”) and Domonic Carney (“**Employee**”) (Company and Employee each a “**Party**” and collectively “**Parties**”) on this 24th day of May, 2022, the same to be effective as of that date (the “**Effective Date**”).

### Recitals

Whereas Employee has been a valued officer and employee of the Company; and

Whereas Employee has requested from Company, and Company agrees to grant to Employee a sabbatical leave (“**Leave**”); and

Whereas certain Back Pay, as defined hereinbelow, is owed by the Company to Employee pursuant to prior agreements between Employee and the Company; and

Whereas Employee and the Company agree to the grant of the Leave, as well as the payment of Back Pay and benefits, according to the terms and conditions set forth in this Agreement.

### Terms and Conditions

In consideration of their mutual obligations as set forth herein, Employee and the Company agree that the Leave shall be granted to Employee according to the following terms and conditions:

1. **Sabbatical Leave.** The Company hereby grants the Leave to Employee, such Leave to begin on the Effective Date. The Leave shall continue until the Back Pay, as defined below, has been paid in full. No requirements are hereby imposed on Employee in connection with such Leave, except as provided herein.

2. **Unpaid.** The Leave will be unpaid, and paid time off (“**PTO**”) will not continue to accrue during the Leave. In addition, Employee is not anticipated to incur any expenses on behalf of the Company during the Leave without prior written authorization.

3. **Payment of Back Pay.** Notwithstanding that the Leave is unpaid, the sum of \$354,670.49 will nevertheless, after the payment of such Regular Pay, remain due and owing to Employee for back pay, including unpaid past regular salary, unpaid PTO compensation, and unpaid past committed bonus compensation (collectively, “**Back Pay**”). Accordingly, Company shall, according to the regularly scheduled semi-monthly pay dates of the 5<sup>th</sup> and 20<sup>th</sup> of each month (as adjusted to the nearest date preceding or following a weekend or holiday), make payments to Employee of the Back Pay, in the gross amounts as are set forth in the Payment Schedule attached hereto and incorporated herein, until the entire sum is paid in full. All applicable employment related tax and withholdings shall apply.

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4. **Acceleration of Payments of Back Pay.** Company may accelerate the payment of the balance of the Back Pay due and owing to Employee (the “**Balance**”) at any time. In addition, in the event the Company takes action to pay bonus compensation or to make any payment of any back pay due to any officer or key employee of the Company at any time after the Effective Date, the Company agrees at such time to also accelerate and pay to Employee, out of the last payments of the Balance, the lesser of (a) the amount of such bonus compensation or back pay so paid to such other officer(s) and employee(s), or (b) the Balance. In addition, in the event that Company defaults in any payment of Back Pay due, as provided in Section 3, above, then and thereupon all remaining payments of Back Pay shall become immediately due and payable, unless Employee expressly waives such acceleration in a writing, signed by Employee.

5. **Benefits.** The Company shall pay for the cost of continuing health and dental insurance benefits for Employee and Employee’s family members currently covered under such plans during the term of the Leave, up to one (1) year from the Effective Date.

6. **Return.** Upon the conclusion of the Leave, Company agrees to extend to Employee an opportunity to resume service as a full-time employee of the Company at such position and such level of compensation as they may agree, provided, however, Employee and Company acknowledge and agree that (a) the position of Chief Financial Officer may, by such time, be filled by another person, and (b) there is otherwise no obligation on the part of either Party hereto to offer or accept any particular position at any particular amount of compensation.

7. **Use of Office, Email and Equipment** During the Leave, Employee will be permitted to, but will have no obligation to, access and make use of Employee’s office. For security reasons, Employee’s access to the Company’s email system and use of the Company’s computer will be suspended. The Company can communicate with Employee via Employee’s personal email and phone.

8. **Non-Disclosure Covenant.** Employee acknowledges that prior to the Leave, Employee had access and was privy to confidential information important to Company’s business. Employee agrees that for so long as the pertinent confidential information or data remains Company’s confidential information, Employee shall not divulge or make use of any the information, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of Company. Nothing in this Agreement should be construed to diminish, waive, or subsume Employee’s prior commitments to protect Company’s confidential information.

9. **Future Cooperation.** During the Leave, Employee agrees to cooperate with Company and use Employee’s best efforts in responding to all reasonable requests by Company for assistance and advice relating to matters and procedures in which Employee was involved or which Employee managed or was responsible for while Employee was actively working for Company. Company shall pay Employee separately at the rate of \$300 per hour for providing such assistance applicable to any time expended by Employee in excess of 1 hour each week, provided, however, that Employee shall issue an email to the CEO of the Company prior to expending such hours in order to assure the approval of and to track such time. Similarly, any expenses incurred by Employee on behalf of the Company in connection with such future cooperation shall be pre-approved and billed along with any billed hours under this Section 8. Any such Section 8 billings shall be payable on net 14-day payment terms from the date of invoice submission.

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10. **Indemnification.** Notwithstanding any other term of this Agreement, Company shall indemnify, defend and hold harmless Employee against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys’ fees and other costs and expenses of litigation) (“**Claim**”) incurred by or imposed upon Employee in connection with any claims, suits, actions, demands or judgments arising out of the employment of employee or this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability), provided, however, that unless required by applicable law, Company shall not be required to indemnify or defend Employee to the extent that the Claim is determined, pursuant to any lawful order, judgment or decree, to have arisen out of or to be attributable to Employee’s wrongful or malicious actions outside the scope of Employee’s employment.

11. **Entire Agreement.** This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement. The Parties to this Agreement acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

12. **General Terms and Conditions.**

a. **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

b. **Counterparts.** This Agreement may be executed in two counterparts and via facsimile or email, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

c. **Severable.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected. This Agreement shall not be construed in favor of one party or against the other.

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d. **Construction.** With respect to any dispute concerning the meaning of this Agreement, this Agreement will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement will be construed against Company on the basis that Company drafted it. This Agreement will be viewed as if prepared jointly by Company and Employee.

e. **No Waiver.** The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

f. **Heirs and Assigns.** This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each party, and inure to the benefit of each party, its agents, directors, officers, employees, servants, successors, and assigns.

g. **Governing Law.** This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, as defined above.

**ShiftPixy, Inc.**

**By:** /s/ Scott W. Absher  
**Name:** Scott W. Absher  
**Title:** Chief Executive Officer

**Employee**

**By:** /s/ Domonic Carney  
**Name:** Domonic Carney

**Payment Schedule**

Check Date	Gross Wages	Benefits	Total Paid
06/03/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
06/20/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
07/05/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
07/20/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
08/05/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
08/19/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
09/05/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
09/20/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
10/05/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
10/20/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
11/04/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
11/18/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
12/05/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
12/20/22	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
01/05/23	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
01/20/23	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
2/3/2023	\$ 20,862.97	\$ 1,006.37	\$ 21,869.34
	<b>\$ 354,670.49</b>	<b>\$ 17,108.29</b>	<b>\$371,778.78</b>

This schedule assumes that the cost of benefits will not change over the course of the stated period; however, regardless of the cost of the benefits, Company agrees to pay such cost over the course of the stated period.

FOR IMMEDIATE RELEASE

## ShiftPixy, Inc. Announces Management Changes

MIAMI, FL – May 24, 2022 – ShiftPixy, Inc. (NASDAQ: PIXY) (“ShiftPixy” or the “Company”), a Florida-based national staffing enterprise which designs, manages, and sells access to a disruptive, revolutionary platform that facilitates employment in the rapidly growing Gig Economy, today announced that its Board of Directors (the “Board”) has approved an agreement pursuant to which it will grant a leave of absence requested by its Treasurer and Chief Financial Officer, Domic J. Carney, effective May 24, 2022. As part of this agreement, Mr. Carney has resigned the posts of Treasurer and Chief Financial Officer of the Company and its subsidiaries, effective immediately. In Mr. Carney’s absence, the Company has promoted its Vice President of Accounting, Manuel Rivera, to the position of Treasurer and Acting Chief Financial Officer, also effective immediately. The Company further announced that Mr. Carney has resigned from his positions as Treasurer and Chief Financial Officer of Industrial Human Capital, Inc. (NYSE: AXH), the special purpose acquisition company, or “SPAC”, sponsored by the Company, as part of AXH’s transition from a SPAC to an operating company. The Board of Directors of AXH has accepted Mr. Carney’s resignation and appointed in his place ShiftPixy’s Director of Finance, Gabriel Rodriguez, to serve as AXH’s Treasurer and Chief Financial Officer, effective immediately. Mr. Rodriguez will continue to serve as Director of Finance for ShiftPixy until a replacement is found.

Commenting on these management changes, Scott W. Absher, Chairman and Chief Executive Officer of ShiftPixy, stated: “Domic Carney has played an indispensable role in the Company’s transformation since his arrival in 2019. Under his financial stewardship, the Company eliminated all of its outstanding debt and raised over \$50 million from equity investors. In the process, he succeeded in building an impressive internal financial organization with a deep bench. Domic has certainly earned a break, and we are hopeful that he will return to ShiftPixy in the future.”

Mr. Absher continued, “We are thrilled to elevate Manny Rivera to the position of Treasurer and Acting Chief Financial Officer of ShiftPixy. Manny joined the Company in 2021, having spent over 17 years performing accounting advisory services and PCAOB audits for a variety of businesses as a senior manager for “Big Four” accounting firms KPMG and Ernst & Young. Upon his arrival at ShiftPixy, he immediately provided significant support and expertise to our financial reporting function, and is well-equipped to serve in his new role.”

Mr. Absher, who also currently serves as Chairman and Chief Executive Officer of AXH, similarly praised Mr. Rodriguez in connection with his assumption of the role of Treasurer and Chief Financial Officer of that company: “Gabe began his career in the assurance practice of the worldwide public accounting firm PriceWaterhouseCoopers, specializing in business combinations. Before joining ShiftPixy in 2021, he had spent over 10 years in a variety of financial roles, including SEC Reporting, IT Finance Management, Strategic Planning and FP&A. He has been heavily involved in AXH’s acquisition activities since its initial public offering, and we are confident that his assumption of the CFO role will help to insure its smooth transition from a SPAC to an operating company.”

### About ShiftPixy

ShiftPixy is a disruptive human capital services enterprise, revolutionizing employment in the Gig Economy by delivering a next-gen platform for workforce management that helps businesses with shift-based employees navigate regulatory mandates, minimize administrative burdens and better connect with a ready-for-hire workforce. With expertise rooted in management’s nearly 26 years of workers’ compensation and compliance programs experience, ShiftPixy adds a needed layer for addressing compliance and continued demands for equitable employment practices in the growing Gig Economy.

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### ShiftPixy Cautionary Statement

The information provided in this release includes forward-looking statements, the achievement or success of which involves risks, uncertainties, and assumptions. These forward-looking statements are made pursuant to the safe harbor provisions within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Although such forward-looking statements are based upon what our management believes are reasonable assumptions, there can be no assurance that forward-looking statements will prove to be accurate. If any of the risks or uncertainties, including those set forth below, materialize or if any of the assumptions proves incorrect, our results could differ materially from the results expressed or implied by the forward-looking statements we make. The risks and uncertainties include, but are not limited to, risks that AXH’s initial business combination is not completed in a timely manner; risks associated with the nature of our business model; our ability to execute our vision and growth strategy; our ability to form ongoing, profitable relationships with Industrial Human Capital; our ability to attract and retain clients; our ability to assess and manage risks; changes in the law that affect our business and our ability to respond to such changes and incorporate them into our business model, as necessary; our ability to insure against and otherwise effectively manage risks that affect our business; risks arising from the COVID-19 pandemic or any other events that could cause wide-scale business disruptions; competition; reliance on third-party systems and software; our ability to protect and maintain our intellectual property; and general developments in the economy and financial markets. These and other risks are discussed in our filings with the SEC, including, without limitation, our Annual Report on Form 10-K, filed on December 3, 2021, as amended, our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K. These documents, including the sections therein entitled “Risk Factors,” identify important factors that could cause actual results to differ materially from those contained in forward-looking statements. All of our forward-looking statements are expressly qualified by all such risk factors and other cautionary statements. Statements made in connection with any guidance may refer to financial statements that have not been reviewed or audited. We undertake no obligation to update forward-looking statements if circumstances or management’s estimates or opinions should change, except as required by applicable securities laws. The information in this press release shall not be deemed to be “filed” for the purpose of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, and will not be deemed an admission as to the materiality of any information that is required to be disclosed solely by Regulation FD. Further information on these and other factors that could affect our financial results is included in the filings we make with the SEC from time to time. These documents are available on the “SEC Filings” subsection of the “Investor Information” section of our website at <https://ir.shiftpixy.com/financial-information/sec-filings>, or directly from the SEC’s website at <https://www.sec.gov>.

Consistent with the SEC’s April 2013 guidance on using social media outlets like Facebook and Twitter to make corporate disclosures and announce key information in compliance with Regulation FD, we are alerting investors and other members of the general public that we will provide updates on operations and progress required to be disclosed under Regulation FD through the Company’s social media on Facebook, Twitter, LinkedIn and YouTube. Investors, potential investors, shareholders and individuals interested in us are encouraged to keep informed by following us on Facebook, Twitter, LinkedIn and YouTube.

### INVESTOR CONTACT:

[InvestorRelations@shiftpixy.com](mailto:InvestorRelations@shiftpixy.com)  
800.475.3655

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