
**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 16, 2016 (February 13, 2016)

Everi Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of
Incorporation)

001-32622

(Commission File Number)

20-0723270

(IRS Employer Identification No.)

**7250 S. Tenaya Way, Suite 100
Las Vegas, Nevada**

(Address of Principal Executive Offices)

89113

(Zip Code)

Registrant's telephone number, including area code: **(800) 833-7110**

(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))
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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.

On February 16, 2016, Everi Holdings Inc. (the “Company”) announced that Michael D. Rumbolz, age 61, has been appointed to the positions of Interim President and Chief Executive Officer (collectively, “CEO”) of the Company, effective February 13, 2016. Mr. Rumbolz’s term of office shall be until his resignation, his removal or the appointment of his successor(s). Upon assuming the office of Interim CEO, Michael D. Rumbolz replaced Ram V. Chary, whose employment with the Company ended on February 13, 2016. Upon the termination of his employment, Mr. Chary was removed from all positions as an officer, director or manager of the Company and its subsidiaries, including the Board of Directors of the Company.

Mr. Rumbolz has served as a member of the Board of Directors of the Company since August 2010. From August 2008 to August 2010, Mr. Rumbolz served as a consultant to the Company advising upon various strategic, product development and customer relations matters. Mr. Rumbolz served as the Chairman and Chief Executive Officer of Cash Systems, Inc., a provider of cash access services to the gaming industry, from January 2005 until August 2008 when the Company acquired Cash Systems, Inc. Mr. Rumbolz is also the former Vice Chairman of the Board of Casino Data Systems, was the President and Chief Executive Officer of Anchor Gaming and the President of Casino Windsor at the time of its opening. He additionally has served as a member and subsequently the Chairman of the Nevada Gaming Control Board, and is the former Chief Deputy Attorney General of the State of Nevada. Mr. Rumbolz currently serves as a member of the Board of Directors of Employers Holdings, Inc. (NYSE: EIG).

Mr. Rumbolz will continue to serve on the Board of Directors of the Company as a Class II director, whose term shall expire at the annual meeting of stockholders to be held in 2016.

In connection with his appointment to the positions of Interim President and Chief Executive Officer, Mr. Rumbolz was awarded an option under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 465,116 shares of common stock at an exercise price of \$ 2.78 per share, which was the closing price of the Company’s common stock on the New York Stock Exchange on February 12, 2016. Subject to Mr. Rumbolz’s continued service to the Company as a director, officer, employee or consultant, the shares subject to the option will vest in twenty-four (24) equal monthly installments, provided that all of the shares subject to the option will vest upon an acquisition of or change in control of the Company during the term of his service to the Company or Mr. Rumbolz’s death or incapacity during the term of his service to the Company. The description of the stock option in this paragraph is qualified in its entirety by reference to the Notice of Grant of Stock Option, a copy of which is attached hereto as Exhibit 10.1.

On February 16, 2016, the Company issued a press release announcing the appointment of Mr. Rumbolz as Interim President and Chief Executive Officer, a copy of which is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Document</u>
10.1	Notice of Grant of Stock Option with Michael Rumbolz, dated February 13, 2016 Form of Stock Option Agreement under the 2014 Equity Incentive Plan (incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 5, 2014)
99.1	Press Release announcing the appointment of Michael Rumbolz as Interim President and Chief Executive Officer on February 16, 2016

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.

EVERI HOLDINGS INC.

Date: February 16, 2016

By: /s/ Todd A. Valli
Todd A. Valli, Senior Vice President, Corporate
Finance and Chief Accounting Officer

EXHIBIT INDEX

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99.1	Press Release announcing the appointment of Michael Rumbolz as Interim President and Chief Executive Officer on February 16, 2016

EVERI HOLDINGS INC.
NOTICE OF GRANT OF STOCK OPTION

Everi Holdings Inc. (the “*Company*”) has granted to the Participant an option (the “*Option*”) to purchase certain shares of Stock pursuant to the Everi Holdings Inc. 2014 Equity Incentive Plan (the “*Plan*”), as follows:

Participant:	Michael Rumbolz	Award No.:	
Date of Grant:	February 13, 2016		
Number of Option Shares:	465,116		
Exercise Price per Share :	\$2.78		
Vesting Start Date :	February 13, 2016		
Option Expiration Date:	The tenth anniversary of the Date of Grant		
Tax Status of Option:	Nonstatutory Stock Option.		
Vested Shares:	Except as provided in the Option Agreement and provided the Participant’s Service has not terminated prior to the applicable date , the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the “ <i>Vested Ratio</i> ” determined as of such date , as follows:		

	<u>Vested Ratio</u>
Prior to March 13, 2016	0
On March 13, 2016 (the “ <i>Initial Vesting Date</i> ”)	1/24
<u>Plus</u>	
For each additional full month (measured from the 13 th day of one calendar month to the 13 th day of the next calendar month) of the Participant’s Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/24

Accelerated Vesting: Notwithstanding any other provision contained in this Notice of Grant of Stock Option or the Option Agreement, the total Number of Option Shares shall become Vested Shares (x) on the date a Change in Control is consummated provided the Participant’s Service has not terminated prior to such date, (y) immediately prior to the termination of Participant’s Service because of the Disability of the Participant, or (z) immediately prior to the termination of Participant’s Service because of the death of the Participant.

Suspension of Vesting: During any authorized leave of absence, the vesting of the Option as provided by this Notice of Grant of Stock Option shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant’s termination of the leave of absence and return to Service. The period of Service required for each subsequent Vested Share installment determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Interference with Business: Participant acknowledges that because of Participant’s position in the Company, Participant will have access to the Company’s and its affiliates’ new and additional Proprietary Information (as defined below) , including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant’s Employee

Proprietary Information and Inventions Agreement (“*EPIIA*”), Participant agrees that during Participant’s Service and for a period of 12 months after termination of Participant’s Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in any business (including, without limitation, any division, group, or franchise of a larger organization) anywhere in the world that engages in or that proposes to engage in any business in which the Company or any affiliate of the Company is engaged or proposes to engage in during the term of Participant’s Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant’s Service and for a period of 12 months after termination of Participant’s Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company to terminate his or her employment. For purposes of the foregoing, the term “participate in” shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

“*Proprietary Information*” means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company’s affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of Participant’s general knowledge prior to Participant’s employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to me by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company’s inventions, technological developments, “know how”, purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant’s fulfillment of the obligations contained

in the section , including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above , is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option , shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option , shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.

PARTICIPANT

By: /s/ E. Miles Kilburn
E. Miles Kilburn
Chairman of the Board

/s/ Michael Rumbolz
Michael Rumbolz

Address: 7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113

Date

Address

ATTACHMENTS: 2014 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement ; and Plan Prospectus

EVERI ANNOUNCES EXECUTIVE LEADERSHIP CHANGE WITH APPOINTMENT OF MICHAEL D. RUMBOLZ AS INTERIM PRESIDENT AND CHIEF EXECUTIVE OFFICER*Everi Reaffirms Outlook for 2015 Adjusted EBITDA*

LAS VEGAS, Feb. 16, 2016 -- The Board of Directors (the "Board") of Everi Holdings Inc. (NYSE:EVRI) (the "Company", "Everi") today announced the appointment of current Director, Michael D. Rumbolz, to the role of Interim President and Chief Executive Officer, (collectively, "CEO"). The Board has formed a search committee to identify a qualified candidate to serve as the Company's permanent CEO.

The Board voted to remove Ram V. Chary from his positions as the Company's President, CEO and Board member, effective on February 13, 2016.

"While this was a difficult decision, the Board believes this move is in the Company's best interest," said E. Miles Kilburn, Chairman of the Board.

The Board will consider internal and external candidates for the role, and expects to hire a CEO who has a strong track record of success.

"Our search committee is working diligently to identify a qualified successor for the role of permanent CEO, and during the interim, I will work directly with our talented executive team to ensure there are no disruptions to our daily business operations," said Mr. Rumbolz. "I will continue to execute the existing corporate strategy in our Games and Payments businesses for the gaming industry, and given the strength of our offerings and the market opportunities available to us, I feel confident about our long-term potential to drive growth and shareholder value."

Mr. Rumbolz has been a member of Everi's Board since August 2010. He most recently served as an independent consultant to Everi and previously was the Chairman and CEO of Cash Systems, Inc., a competitor of Everi that was acquired by the Company in 2008. Mr. Rumbolz is also the former Vice Chairman of the Board of Casino Data Systems, and was previously the President and CEO of Anchor Gaming. Additionally, he has served as the Chairman of the Nevada Gaming Control Board, and is the former Chief Deputy Attorney General of the State of Nevada.

Additionally, Everi reaffirmed its expectation that 2015 Adjusted EBITDA will be within the previously provided range. Everi expects to report 2015 fourth quarter and full year financial results in March.

About Everi

Everi is dedicated to providing video and mechanical reel gaming content and technology solutions, integrated gaming payments solutions and compliance and efficiency software. Everi Games provides: (a) comprehensive content, electronic gaming units and systems for Native American and commercial casinos, including the award winning TournEvent® slot tournament solution; and (b) the central determinant system for the video lottery terminals installed at racetracks in the State of New York. Everi Payments provides: (a) access to cash at gaming facilities via Automated Teller Machine cash withdrawals, credit card cash access transactions, point of sale debit card transactions, and check verification and warranty services; (b) fully integrated gaming industry kiosks that provide cash access and related services; (c) products and services that improve credit decision making, automate cashier operations and enhance patron marketing activities for gaming establishments; (d) compliance, audit and data solutions; and (e) online payment processing solutions for gaming operators in states that offer intrastate, Internet-based gaming and lottery activities.

Contacts

Everi
Randy Taylor
Chief Financial Officer
702-262-5015

Investors
Jacques Cornet
ICR
Jacques.cornet@icrinc.com
+1 646-277-1285

Media
Phil Denning
ICR
Phil.denning@icrinc.com
+1 646-277-1258

Investor Relations
Richard Land, James Leahy
JCIR
evri@jcir.com
212-835-8500
