

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): **August 23, 2019**

IRADIMED CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-36534

(Commission File Number)

73-1408526

(IRS Employer Identification No.)

1025 Willa Springs Dr., Winter Springs, FL

(Address of Principal Executive Offices)

32708

(Zip Code)

(407) 677-8022

(Registrant's Telephone Number, Including Area Code)

(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))

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. ☒

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

Title of each class:	Trading Symbol	Name of each exchange on which registered:
Common stock, par value \$0.0001	IRMD	NASDAQ Capital Market

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 23, 2019, Iradimed Corporation (the “Company”) entered into the First Amended and Restated Separation Agreement (the “Agreement”) with John McCreery resulting from Mr. McCreery’s retirement.

Pursuant to his Agreement, Mr. McCreery will continue to serve as the Company’s Chief Operating Officer through the period ending Monday, January 6, 2020 (the “Retirement Date”), will remain eligible to receive the 2019 annual bonus, and will receive a one-time addition of 40 hours to his total paid time-off balance. Additionally, the Company has agreed to accelerate the vesting of the third tranche of Mr. McCreery’s initial restricted stock unit award to his Retirement Date, amounting to 15,625 shares of the Company’s common stock.

This summary description is qualified in its entirety by reference to the First Amended and Restated Separation Agreement between the Company and Mr. McCreery, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 First Amended and Restated Separation Agreement, dated as of August 23, 2019 by and between Iradimed Corporation and John McCreery

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.

IRADIMED CORPORATION

Date: August 26, 2019

By: /s/ Chris Scott

Name: Chris Scott

Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Document
10.1	First Amended and Restated Separation Agreement, dated as of August 23, 2019 by and between Iradimed Corporation and John McCreery

**First Amended and Restated
SEPARATION AGREEMENT**

This First Amended and Restated Separation Agreement is between Iradimed Corporation (“Iradimed”) and John McCreery (“Employee”).

As Employee desires to retire, this Agreement sets forth terms of service and compensation for the remaining time of his employment until retirement.

Employee agrees to the following points related to services:

- Continue to provide services to Iradimed as full-time Chief Operating Officer through the period ending Monday, January 6, 2020, date of retirement. Employee will perform his duties faithfully and with due diligence, and shall not engage in any other occupation or business activity for the duration of this Separation Agreement without the prior written consent of Iradimed.
- The terms of the 2017 Employment Agreement between Iradimed and Employee related to non-competition, non-solicitation, and confidentiality remain in effect throughout the period of Employee’s employment with Iradimed and afterward as defined in the 2017 Employment Agreement.

Iradimed agrees to the following points related to compensation and benefits:

- Acceleration of the vesting schedule of Employee’s initial Restricted Stock Unit Award from the 2014 Equity Incentive Plan between Iradimed and Employee. Specifically, the third vesting tranche of that award of 15,625 shares, originally scheduled to vest on April 27, 2020 (the “Third Tranche”), will vest on January 6, 2020 upon successful completion of the services noted in the foregoing section. Further, if the Employee is terminated without cause prior to January 6, 2020 (as defined in the 2017 Employment Agreement between Iradimed and Employee), the Third Tranche will vest at that time.
- Eligibility for 2019 yearly bonus. Currently the company pays an annual performance bonus to company officers in the first quarter of the following year, based on performance criteria related to measurements and assessments of the preceding year. The Employee will be eligible for the 2019 bonus having served as full-time Chief Operating Officer throughout 2019, and will be evaluated consistently with other company officers with respect to such bonus. This bonus will be due and payable to the Employee at the same time as other officers, subject to normal withholdings for income and employment taxes, although Employee shall have already ceased providing services earlier.
- Employee will receive a one-time addition of 40 hours to his total paid time-off (“PTO”) hours available. This addition to Employee’s PTO accrual will occur upon signing and execution of the Separation Agreement.

By signing below, Iradimed and Employee agree to the terms and conditions of this Separation Agreement.

By: /s/ John McCreery
John McCreery
Chief Operating Officer
Iradimed Corporation

By: /s/ Roger Susi
Roger Susi
Chairman, Board of Directors
Iradimed Corporation

Date: August 23, 2019

Date: August 23, 2019