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

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 7, 2014**

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**MEI Pharma, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**000-50484**  
(Commission  
File Number)

**51-0407811**  
(I.R.S. Employer  
Identification No.)

**11975 El Camino Real, Suite 101, San Diego, California 92130**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (858) 792-6300**

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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))
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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) On April 7, 2014, MEI Pharma, Inc. (the “Company”) announced the appointment of David M. Urso as Senior Vice President of Corporate Development and General Counsel.

Mr. Urso, 49, joins MEI Pharma with more than two decades of experience in the life science industry, most recently as Chief Operating Officer and General Counsel at Tioga Pharmaceuticals, a privately-held drug company he co-founded in 2005 as a Principal at Forward Ventures, a life sciences venture capital firm. At Forward Ventures, Mr. Urso was responsible for identifying and developing life science venture capital investments. Prior to joining Forward Ventures in 2002, Mr. Urso was Director of Corporate Development and Legal Affairs at DNA Sciences, Inc. Previously, he worked as an attorney in the corporate securities and licensing groups at Wilson Sonsini Goodrich & Rosati LLP and Cooley Godward LLP, after beginning his career as a bench scientist at SmithKline Beecham and the University of Pennsylvania Medical School. Mr. Urso received a J.D. from Harvard Law School and a B.A. in Molecular Biology and Philosophy from Reed College.

In connection with Mr. Urso’s appointment, the Company has entered into an Employment Letter, dated March 6, 2014, with Mr. Urso (the “Employment Letter”). Pursuant to the terms of the Employment Letter, Mr. Urso will receive an annual base salary of \$300,000. Commencing with the Company’s 2015 fiscal year, Mr. Urso will have the opportunity to earn an annual performance-based cash bonus with a target bonus of 30% of his base salary. Mr. Urso also received an initial stock option grant to purchase up to 120,000 shares of the Company’s common stock, with an exercise price per share equal to the closing price of the Company’s common stock on April 7, 2014. The grant was made pursuant to the terms of the Company’s Amended and Restated 2008 Stock Omnibus Equity Compensation Plan (the “Plan”). Twenty-five percent of Mr. Urso’s options will vest on April 7, 2015, and, thereafter, the remaining seventy-five percent of the options will vest in equal monthly installments over the following thirty-six (36) months. In the event of a Change in Control of the Company, as defined in the Plan, Mr. Urso’s options will become fully vested.

Mr. Urso may terminate his employment at any time other than for Good Reason (as defined in the Employment Letter), upon providing one month advance notice to the Company. Mr. Urso may terminate his employment with Good Reason by providing the Company with notice within sixty (60) days of the event giving rise to the Good Reason (and the Company does not cure the Good Reason event within thirty (30) days after receiving notice). The Company has the right to terminate Mr. Urso’s employment with or without Cause (as defined in the Employment Letter) at any time. If Mr. Urso’s employment is terminated by the Company without Cause or by Mr. Urso for Good Reason, Mr. Urso will be entitled to (i) a lump sum payment in an amount equal to nine (9) months of his base salary and (ii) accelerated vesting of his options such that Mr. Urso will be vested in the same number of options as if he had continued to be employed by the Company for an additional nine (9) months.

There is no arrangement or understanding between Mr. Urso and any other persons pursuant to which he was selected as Senior Vice President of Corporate Development and General Counsel. Mr. Urso does not have any family relationships with any director, executive officer or person nominated by the Company to become a director or executive officer. There are no relationships between Mr. Urso and the Company that would require disclosure pursuant to Item 404(a) of Regulation S-K.

The foregoing summary description of Mr. Urso’s Employment Letter is qualified in its entirety by reference to the Employment Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Letter, dated March 6, 2014, between MEI Pharma, Inc. and David M. Urso
99.1	Press release issued April 8, 2014

**SIGNATURE**

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.

MEI PHARMA, INC.

By: /s/ Daniel P. Gold  
Daniel P. Gold  
Chief Executive Officer

Dated: April 8, 2014

Index to Exhibits

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99.1	Press release issued April 8, 2014



**11975 El Camino Real, #101  
San Diego, CA 92130  
858-792-6300**

March 6, 2014

Dear David,

On behalf of MEI Pharma, Inc. ("MEI"), I am pleased to extend to you a full-time position as the Senior Vice President of Corporate Development & General Counsel, reporting to Daniel P. Gold, President and Chief Executive Officer of MEI Pharma, Inc. Your employment will start effective April 7, 2014 (your "Start Date"). This offer letter sets forth the terms and conditions of your employment.

Your total compensation package is as follows:

1. Your compensation category is "exempt" and you will be paid at the rate of \$25,000.00 per month (\$300,000 annual salary) effective on your Start Date payable in accordance with MEI's regular payroll practices (currently, the 15<sup>th</sup> and the last day of the month).
2. As of the first of the month after your Start Date (May 1, 2014), you will be eligible to participate in MEI's current package of benefits, which includes: HSA account, health insurance, vision insurance and 401k.
3. Personal time off (PTO) in accordance with MEI policies, which is currently 20 days per year (but prorated for partial year of employment), with an additional day added for each year of employment, up to a maximum of 25 days of PTO per year.
4. Paid time off for holidays in accordance with MEI policies – currently 10 days in 2014.
5. You will be eligible to participate in MEI's discretionary annual bonus plan starting with the 2015 performance review period (fiscal year 7/1/2014 through 6/30/2015), which is currently targeted at 30% of base salary.

In addition to the compensation and benefits described above, you will receive an initial stock option grant in the amount of 120,000 shares under the MEI Pharma, Inc. Amended and Restated 2008 Stock Omnibus Equity Compensation Plan ("MEI Plan"). The option price will be set at the closing price of MEI's stock on your Start Date. Shares of MEI's stock that are subject to the grant will vest as follows: 1/4th of the shares vest one year from your Start Date and the balance of the shares will vest in 36 equal monthly amounts over the following three years. The stock options otherwise will be subject to the generally applicable terms of the MEI Plan and the stock option grant agreement pursuant to which the options are granted.

There are certain employment termination provisions that will apply to you as follows:

- Voluntary Termination. You may terminate your employment voluntarily at any time and for any reason by providing MEI with one month's advance notice (or such shorter period of notice as MEI may accept). Upon your voluntary termination of employment (other than for Good Reason as described below), you are eligible to receive only such amounts that you have earned but that have not yet been paid to you and you will not be eligible for any severance pay or other benefits from MEI.
- Termination for Cause. MEI may terminate your employment for Cause (as defined below). If MEI terminates your employment for Cause, MEI shall not be required to provide you with any advance notice. Upon termination for Cause, you are eligible to receive only such amounts that you have earned but that have not yet been paid to you and you will not be eligible for any severance pay or other benefits from MEI.
- Termination by MEI Other than for Cause. MEI may terminate your employment other than for Cause. Upon your termination of employment other than for Cause, MEI will make a payment to you in lieu of notice in an amount equal to nine months of your annual base salary (in effect at the time of termination) and accelerate the vesting of your options so that you will be vested in the same number of shares subject to the options as if you had continued to be employed by MEI for an additional nine months. Such payment and additional option vesting shall be conditional upon your execution of a customary release of claims in favor of MEI in a form prescribed by MEI. This payment in lieu of notice shall be paid to you in a single lump sum payment as soon as administratively practicable after the maximum review and revocation period for the release agreement as may be required under applicable law, or such earlier date as determined in MEI's sole discretion; provided, that if you fail to execute the release within 60 days following your termination date, you will not be entitled to any payment or additional option vesting. Except for providing you with this payment in lieu of notice and additional option vesting, you are not eligible for any severance pay or other benefits from MEI.
- Your Termination for Good Reason. You may terminate your employment for Good Reason (as defined below) by providing written notice to MEI within 60 days after the occurrence of the event constituting Good Reason. The written notice shall contain a detailed description of the event giving rise to your termination for Good Reason. Following the receipt of your notice, MEI shall have a period of 30 days in which it may correct the act or failure to act that constitutes the grounds for Good Reason as set forth in your notice of termination. If MEI does not correct the act or failure to act, you must terminate your employment for Good Reason within 30 days after the end of the cure period, in order for the termination to be considered a Good Reason termination. Upon your termination of employment for Good Reason during this 30-day period, you will receive the same payment in lieu of notice and additional option vesting as provided in the event of a termination by MEI without Cause as described above, provided that the payment and option vesting shall be subject to your execution of a release, also as

described above. Except for providing you with this payment in lieu of notice and additional option vesting, you are not eligible for any severance pay or other benefits from MEI.

- Definitions. For purposes of the termination provisions in this letter, the following terms shall have the following meanings:
  - The term “Cause” means a finding by MEI that you have committed a felony or a crime involving moral turpitude, committed an act of gross negligence or fraud, failed, refused or neglected to substantially perform your duties or to implement the directives of MEI that continued for 30 days after you had been provided adequate and specific written notice thereof, or willfully engaged in conduct that is materially injurious to MEI, monetarily or otherwise.
  - The term “Good Reason” shall mean the occurrence of one or more of the following without your consent: a material diminution by MEI of your authority, duties or responsibilities, material diminution in your base salary, involuntary relocation to a new place of business greater than 50 miles from the Company’s current office, or any action or inaction that constitutes a material breach by MEI of this Agreement.

This offer letter is intended to comply with all of the requirements of applicable law. In particular, this offer is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986 (“409A”), or an exemption thereto, and payments may only be made to you upon an event and in a manner permitted by 409A, to the extent applicable. Separation pay provided under this offer letter is intended to be exempt from 409A under the “separation pay” and/or “short-term deferral” exceptions to the maximum permissible extent. However, if you are considered a “specified employee”, to the extent necessary to comply with 409A, any payments due to you shall be delayed for a period of six months after your separation from service. Any payment due to you shall be treated as a separate payment for purposes of 409A. In no event may you, directly or indirectly, designate the calendar year of a payment. If the period for executing a release spans two calendar years and the amounts payable to you are subject to 409A, in all cases, payment of any amounts to you following the execution of the release shall be made in the second calendar year. All reimbursements and in-kind benefits provided to you shall be made or provided in accordance with the requirements of 409A.

This offer of employment is contingent on your background check (criminal and education) being without adverse disclosures and your representation that there is no agreement or arrangement with a third party or other set of circumstances preventing you from working with MEI. On your first day of hire, you will need to provide MEI with documentation that proves your eligibility to work in the United States in accordance with the Immigration Reform and Control Act of 1986. As an employee of MEI, you will be required to comply with all MEI policies and procedures; in particular, you will be required to familiarize yourself with and comply with MEI’s policies including but not limited to prohibiting unlawful harassment and discrimination, confidentiality, assignment of invention rights and the policy concerning drugs and alcohol.

Your employment with MEI will not be for any specific term and will always be “at-will,” which means that either you or MEI have the right to terminate this employment agreement at any time, for any reason, with or without cause or notice. Any contrary representation or agreements that



may have been made to you are superseded by this offer. By signing below and accepting this offer, you will acknowledge and agree that the length of employment, promotions, positive employment reviews, pay increases, bonuses, increases in job duties or responsibilities and other changes during employment will not change the at-will term of your employment with MEI and will not create any implied contract requiring cause for termination of employment.

In your new position, I am confident you will provide the support that MEI needs to help us build a great company. We are genuinely excited about the opportunity to have you join us and we look forward to your positive reply.

Sincerely,

/s/ Daniel P. Gold

Daniel P. Gold, Ph.D.  
President & CEO  
MEI Pharma, Inc.

If you wish to accept this offer, please sign and date below and return this letter to us. Also, please keep a copy of this letter for your records.

Offer accepted: /s/ David Urso

Date: March 7, 2014



Contact:  
Pete De Spain  
Vice President, Investor Relations &  
Corporate Communications  
(858) 792-3729  
pdespain@meipharma.com

## **MEI PHARMA ADDS FORMER VC DAVID URSO AS SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT AND GENERAL COUNSEL**

San Diego – April 8, 2014 – MEI Pharma, Inc. (Nasdaq: MEIP), an oncology company focused on the clinical development of novel therapies for cancer, announced today the appointment of David Urso as Senior Vice President of Corporate Development and General Counsel. Mr. Urso joins MEI Pharma with more than two decades of experience in the life science industry, most recently as Chief Operating Officer and General Counsel at Tioga Pharmaceuticals, a company he co-founded in 2005 as a Principal at Forward Ventures.

“David brings a wealth of experience to the company, from corporate development and operations to legal affairs,” said Daniel P. Gold, Ph.D., President and Chief Executive Officer of MEI Pharma. “He comes equipped with a scientific background in molecular immunology, legal expertise in corporate securities and intellectual property and a track record of licensing and strategic alliance transactions. His comprehensive life science perspective will serve us well as we continue to build an oncology drug development company.”

Mr. Urso joins MEI Pharma after eight years at Tioga Pharmaceuticals, a privately held drug development company. While co-founding Tioga, he was a Principal at Forward Ventures, where he was responsible for identifying and developing life science venture capital investments. Prior to joining Forward Ventures in 2002, Mr. Urso was Director of Corporate Development and Legal Affairs at DNA Sciences, Inc. Previously, he worked as an attorney in the corporate securities and licensing groups at Wilson Sonsini Goodrich & Rosati LLP and Cooley Godward LLP, after beginning his career as a bench scientist at SmithKline Beecham and the University of Pennsylvania Medical School. Mr. Urso received a J.D. from Harvard Law School and a B.A. in Molecular Biology and Philosophy from Reed College.

### **About MEI Pharma**

MEI Pharma, Inc. (Nasdaq: MEIP) is a San Diego-based oncology company focused on the clinical development of novel therapies for cancer. The Company's lead drug candidate is Pracinostat, a potential best-in-class, oral histone deacetylase (HDAC) inhibitor currently being developed for myelodysplastic syndrome (MDS) and acute myeloid leukemia (AML). Results from a pilot Phase II clinical trial of Pracinostat in combination with Vidaza in patients with advanced MDS showed an overall response rate of 90% (nine of 10). MEI Pharma is also developing ME-344, a mitochondrial inhibitor that has shown preliminary evidence of single-agent activity in a first-in-human clinical study in patients with refractory solid tumors, including eight of 21 evaluable patients (38%) who achieved stable disease or better. In September 2013, the Company further expanded its pipeline of drug candidates with the acquisition of PWT143, a highly selective PI3-kinase delta inhibitor. For more information, go to [www.meipharma.com](http://www.meipharma.com).

*Under U.S. law, a new drug cannot be marketed until it has been investigated in clinical trials and approved by the FDA as being safe and effective for the intended use. Statements included in this press release that are not historical in nature are “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. You should be aware that our actual results could differ materially from those contained in the forward-looking statements, which are based on management’s current expectations and are subject to a number of risks and uncertainties, including, but not limited to, our failure to successfully commercialize our product candidates; costs and delays in the development and/or FDA approval, or the failure to obtain such approval, of our product candidates; uncertainties or differences in interpretation in clinical trial results; our inability to maintain or enter into, and the risks resulting from our dependence upon, collaboration or contractual arrangements necessary for the development, manufacture, commercialization, marketing, sales and distribution of any products; competitive factors; our inability to protect our patents or proprietary rights and obtain necessary rights to third party patents and intellectual property to operate our business; our inability to operate our business without infringing the patents and proprietary rights of others; general economic conditions; the failure of any products to gain market acceptance; our inability to obtain any additional required financing; technological changes; government regulation; changes in industry practice; and one-time events. We do not intend to update any of these factors or to publicly announce the results of any revisions to these forward-looking statements.*