

**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): September 30, 2022**

**CACI International Inc**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-31400**

(Commission File Number)

**54-1345888**  
(IRS Employer  
Identification No.)

**12021 Sunset Hills Road  
Reston, Virginia**  
(Address of Principal Executive Offices)

**20190**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (703) 841-7800**

**Not Applicable**

(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 Instructions 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 pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CACI	New York Stock Exchange

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 September 30, 2022, Thomas A. Mutryn, Executive Vice President, Chief Financial Officer and Treasurer, notified CACI International Inc (the “Company”) of his intention to retire from the Company. As part of his planned retirement from the Company, Mr. Mutryn will resign as Executive Vice President, Chief Financial Officer and Treasurer effective November 1, 2022.

On September 30, 2022, the Board of Directors of the Company appointed Jeffrey D. MacLauchlan as Executive Vice President, Chief Financial Officer and Treasurer of the Company, effective November 1, 2022. Mr. MacLauchlan, 63, has served as Senior Vice President, Finance, for the Company since May 2022. Prior to joining the Company, Mr. MacLauchlan served as Senior Vice President for Rockwell Collins, a provider of avionics and information technology systems, from April 2014 to December 2018. Prior to that, he held multiple leadership positions of increasing responsibility over a 32-year career at Lockheed Martin Corporation, an aerospace and defense company.

In connection with his appointment, Mr. MacLauchlan will receive an annual base salary and participate in the Company’s annual and long-term incentive plans at levels commensurate with his position. Mr. MacLauchlan will also receive a long-term incentive grant of \$2,000,000 on November 1, 2022, half in the form of restricted stock units which vest in equal installments on the first three anniversaries of the grant date and half in the form of performance restricted stock units which vest on the third anniversary of the grant date subject to certain performance criteria established by the Compensation Committee of the Company’s Board of Directors.

On October 3, 2022, Mr. MacLauchlan entered into a Severance Compensation Agreement (the “Severance Agreement”) with the Company pursuant to which Mr. MacLauchlan will receive certain lump sum payments if his employment is terminated (i) for reasons other than cause or for good reason not in connection with a change in control or (ii) for reasons other than cause or for good reason within three months prior to or 12 months after a change in control. In addition, Mr. MacLauchlan would be entitled to receive payment for certain other benefits. The foregoing description of the Severance Agreement is not complete and is qualified in its entirety by the full text of the Severance Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

There was no arrangement or understanding pursuant to which Mr. MacLauchlan was selected as an officer of the Company. There are no family relationships between Mr. MacLauchlan and any director or executive officer of the Company, or any person chosen by the Company to become a director or executive officer. There are no related party transactions of the kind described in Item 404(a) of Regulation S-K in which Mr. MacLauchlan was a participant.

The Company’s press release announcing Mr. Mutryn’s retirement and Mr. MacLauchlan’s appointment is attached to this report as Exhibit 99.1.

**Item 9.01 Financial Statement and Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Severance Compensation Agreement dated October 3, 2022.</u></a>
99.1	<a href="#"><u>Press Release dated October 3, 2022.</u></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.

CACI International Inc

Date: October 3, 2022

By: /s/ J. William Koegel, Jr.

**J. William Koegel, Jr.**

**Executive Vice President, General Counsel and Secretary**

**SEVERANCE COMPENSATION AGREEMENT**

THIS AGREEMENT is made as of the 3rd day of October, 2022, between CACI International Inc, a Delaware corporation headquartered at 12021 Sunset Hills Road, Reston, Virginia, 20190, and Jeffrey D. MacLauchlan (the "Executive"), residing at [Home Address].

**WITNESSETH:**

WHEREAS, the Executive is employed by CACI International Inc and/or one or more of its wholly-owned subsidiaries (the "Company" or "CACI"), and the services of the Executive, his managerial experience, and his knowledge of the affairs of the Company are of great value to the Company; and

WHEREAS, the Board of Directors of CACI International Inc has determined that it is in the best interests of the Company and the Executive to enter into this agreement setting forth the obligations of the Company and the Executive upon the Executive's termination of employment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. At-Will Employment. The Company and the Executive agree that the Executive is employed on an at-will basis. Unless otherwise specifically provided in a written agreement signed by both the Company and the Executive, the parties understand that the Executive is employed for no fixed term or period, that either the Company or the Executive may terminate the Executive's employment with the Company at any time with or without a reason, and that this Agreement creates no contract of employment between the Company and the Executive.
  2. Term. The term of this Agreement shall be for the period from November 1, 2022 through July 30, 2023, and shall automatically renew itself for a one-year period from year-to-year thereafter.
  3. Death or Disability. The Executive's employment shall terminate (without severance) automatically upon the death of the Executive. The Company shall have the right to terminate the Executive's employment without payment of severance on thirty (30) days written notice in the event of the Executive's Disability. For purposes of this Agreement, "Disability" shall mean (i) if the Executive is subject to a legal decree of incompetency (the date of such decree being deemed the date on which such disability occurred), (ii) the written determination by a physician selected by the Company that, because of a medically determinable disease, injury or other physical or mental disability, the Executive is unable substantially to perform all of the services required of his position with the Company, and that such disability has lasted for the immediately preceding ninety (90) days and is, as of the date of determination, reasonably expected to last an additional ninety (90) days or
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longer after the date of determination, in each case based upon medically available reliable information, or (iii) Executive's qualifying for benefits under the Company's long-term disability coverage, if any. The Company's right to terminate the Executive's employment without payment of severance under this Paragraph shall not limit or reduce in anyway the Executive's right to receive benefits under any disability insurance or plan maintained by the Company for the benefit of the Executive.

4. Voluntary Separation (Other Than For Good Reason). The Executive shall have the right to terminate his employment with the Company on thirty (30) days written notice to the Company at any time on written notice to the Company indicating the Executive's desire to retire or to resign from the Company's employment.

5. Termination For Cause.

- (a) The Board of Directors of the Company may terminate this Agreement for "Cause." For the purposes of this Agreement "Cause" shall be defined as:
- (i) Gross negligence, willful misconduct or willful malfeasance by the Executive in connection with the performance of any material duty for the Company;
  - (ii) The Executive's continued failure, after being provided notice specifying the nature of such failure, to comply with a direction of the President and Chief Executive Officer or the Board with respect to an act, omission or failure to act on the part of the Executive;
  - (iii) A breach of the Executive's fiduciary obligations to the Company;
  - (iv) A violation by the Executive of any legal requirement or obligation relating to the Company that the Board of Directors, acting in good faith, reasonably determines is likely to have a material adverse impact on the Company (unless the Executive had a reasonable good faith belief that the act, omission or failure to act in question was not a violation of such legal requirement or obligation);
  - (v) The Executive's indictment for, conviction of, or plea of guilty or nolo contendere to a felony involving theft, embezzlement, fraud, dishonesty, or any similar offense;
  - (vi) Theft, embezzlement or fraud by the Executive in connection with the performance of his duties for the Company;
  - (vii) A material failure to comply with any lawful direction of the President and Chief Executive Officer or Board of Directors of the Company;
  - (viii) A breach of any material obligation imposed on the Executive by this Agreement;
  - (ix) A material violation of the Company's Code of Ethics and Business Conduct Standard or any other published Company policy;
  - (x) Any act, omission or failure to act on the part of the Executive (including an act, omission or failure to act prior to the commencement of the Executive's employment with the Company) that results in the inability of the Executive to secure or maintain security clearances necessary or
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- appropriate to Executive's position with the Company and the conduct of the Company's business; and
- (xi) The misappropriation of any material business opportunity.

The Executive shall be given a reasonable time period and opportunity to cure any act or omission which the Board, in its reasonable judgment, determines is susceptible of cure. The action required to cure the act or omission, and the time period in which cure must be effected, shall be communicated to the Executive in writing. The Board's delay in providing such notice shall not be deemed to be a waiver of any such Good Cause nor does the failure to terminate for one Good Cause prevent any later Good Cause termination for a similar or different reason.

6. Termination Payment (Not In Connection With A Change In Control). If, outside of six (6) months prior to or twelve (12) months following a Change in Control Date (as defined in Paragraph 7 below), the Executive's employment is terminated by the Company for any reason other than those set forth in Paragraphs 3, 4 or 5 above, or the Executive resigns for "Good Reason" (as defined in Paragraph 7 below) within six (6) months following the initial existence of such Good Reason, then the following provisions shall apply:
- (a) The Company shall pay to the Executive an amount equal to twelve (12) months of the Executive's "Current Base Salary." For this purpose, the Executive's "Current Base Salary" shall be deemed to be the amount of base salary being paid to the Executive at the time of termination (or, if the Good Reason was caused by a reduction thereof, the pre-reduction amount).
- (b) The Executive shall continue to participate in, and be covered under, the Company's health care coverage for a period of six (6) months following the Executive's termination of employment (the "Medical Benefits Continuation Period") on the same basis as active senior executives of the Company. Notwithstanding the foregoing, if the Executive accepts employment with another entity that provides health care coverage during the Medical Benefits Continuation Period, the Company shall not provide the Executive with health care coverage under this Paragraph (but the Executive shall retain any rights to continuation coverage that he may have under applicable law). For purposes of the Executive's continuation coverage rights under Section 601 et. seq. of the Employee Retirement Income Security Act, Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar state or local law, the continuation period shall be deemed to have commenced as of the beginning of the period for which the Company has agreed to continue benefits following the Executive's termination of employment. To the extent that the coverage provided to the Executive is taxable for federal income tax purposes, then the Executive shall pay the full cost of coverage during the Medical Benefits Continuation Period and the Company shall pay the Executive an amount equal to (i) the cost of such coverage, less any amount that would have been payable by the Executive if he were actively employed by the Company, plus (ii) an additional amount designed to cover all estimated applicable local, state and federal income and payroll taxes imposed on the Executive with
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respect to such additional payment.

- (c) Before the Executive may resign for Good Reason, the Executive must provide the Company at least thirty (30) days' prior written notice of his intent to resign for Good Reason and specify in reasonable detail the Good Reason upon which such resignation is based. The Company shall have a reasonable opportunity to cure any such Good Reason (that is susceptible of cure) within thirty (30) days after the Company's receipt of such notice. The Executive's delay in providing such notice shall not be deemed to be a waiver of any such Good Reason, nor does the failure to resign for one Good Reason prevent any later Good Reason resignation for a similar or different reason.

7. Termination Payment (In Connection With A Change In Control).

- (a) For purposes of this Agreement:
    - (i) A "Change of Control" occurs whenever there is a change in control of the Company within the meaning of the CACI International Inc 2016 Amended and Restated Incentive Compensation Plan, as in effect on the date of this Agreement.
    - (i) The "Change of Control Date" shall be the date on which a Change of Control event is legally consummated and legally binding upon the parties.
    - (ii) Prior to a Change in Control Date, "Good Reason" for the Executive's resignation shall mean the occurrence of the following circumstance without the Executive's prior written consent:
      - (1) A material reduction in the Executive's base salary, target bonus and benefit opportunity (other than a reduction made by the Board, acting in good faith, based upon the performance of the Executive, or to align the compensation and benefits of the Executive with that of comparable executives, based on market data.
    - (iii) Following a Change in Control Date, "Good Reason" for the Executive's resignation shall also include the occurrence of any of the following circumstances without the Executive's prior written consent:
      - (1) A material reduction in the nature or status of the Executive's position or responsibilities from those in effect on the day before the Change in Control Date; or
      - (2) A change in the geographic location of the Executive's job more than fifty (50) miles from the place at which such job was based on the day before the Change in Control Date.
  - (b) If, within six (6) months before or twelve (12) months following a Change in Control, the Executive resigns for Good Reason, or the Executive's employment is terminated for any reason other than the reasons set forth in Paragraphs 3, 4 or 5 above, then the Company shall pay to the Executive the following amounts:
    - (i) An amount equal to twenty-four (24) months of the Executive's Current Base Salary (as defined in Paragraph 6 above).
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- (ii) A prorated portion of the cash incentive otherwise payable to the Executive for the fiscal year of termination under the annual incentive or bonus plan maintained by the Company for its senior executives (the "Annual Bonus Plan") (or any replacement bonus or incentive arrangement covering the Executive). Such amount shall be determined based on Company performance consistent with the cash incentive paid under the Annual Bonus Plan to comparable active executives in good standing who meet expectations and remained on the payroll and eligible for a bonus. The amount payable shall be determined by multiplying the cash incentive that the Executive would have received had his employment not terminated, by a fraction, the numerator of which is the number of months in the fiscal year during which Executive was employed (including the month in which the termination occurs) and the denominator of which is twelve.
- (iii) A cash lump sum amount equal to one-and-one-half (1.5) times the average cash incentive actually paid to the Executive under the Annual Bonus Plan for the five (5) fiscal years immediately preceding the year of termination, or one-and-one-half (1.5) times the Executive's target bonus if such termination occurs before a bonus representing one full fiscal year has been determined and paid to the Executive, or one-and-one-half (1.5) times the Executive's average annual bonus if such termination occurs more than one year after a bonus representing one full fiscal year has been determined and paid to the Executive but less than five years after bonuses representing five full fiscal years have been determined and paid to the Executive.

(c) In addition, the Executive shall continue to participate in, and be covered under, the Company's health care coverage in accordance with (and subject to the limitations imposed by) Paragraph 6(b).

(d) The ability of the Executive to resign for Good Reason shall be subject to the notice and opportunity to cure provisions contained in Paragraph 6(c).

8. Payment of Other Compensation. In addition to any payment due the Executive pursuant to Paragraphs 6 or 7, at the time of termination of the Executive's employment, the Executive shall be paid all other compensation and benefits that may be due or provided to the Executive in accordance with the terms and conditions of any applicable plan, policy or arrangement governing the payment of such compensation or benefits.
9. Maximum Benefit Payable. Notwithstanding anything in this Agreement to the contrary, in the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended and (ii) but for this provision, would be subject to the excise tax imposed by Section 4999 of the Code, then such severance and other benefits shall be payable either (i) in full or (ii) as to such lesser amount that would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts,
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taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by the Executive on an after-tax basis, of the greatest amount of severance benefits under this Agreement or otherwise, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. To the extent any of such severance benefits are “deferred compensation” within the meaning of Section 409A of the Code, any reduction shall be made in the following manner: first a pro rata reduction of (i) cash payments subject to Section 409A of the Code as deferred compensation and (ii) cash payments not subject to Section 409A of the Code, and second a pro rata cancellation of (x) equity-based compensation subject to Section 409A of the Code as deferred compensation and (y) equity-based compensation not subject to Section 409A of the Code; *provided* that reduction in either cash payments or equity compensation benefits shall be made pro rata between and among benefits that are subject to Section 409A of the Code and benefits that are exempt from Section 409A of the Code. Any determination required under this provision shall be made in writing by the Company, whose determination shall be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this provision, the Company may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code.

10. Timing of Payment.

- (a) The compensation payable in accordance with Paragraph 6(a) or 7(b)(i) and (iii) shall be paid in a lump sum within thirty days following the Executive's termination of employment.
- (b) The compensation payable in accordance with Paragraph 7(b)(ii) shall be paid in a lump sum on the date on which the Company pays bonuses for the fiscal year of termination to actively employed senior executives; provided, however, in no event shall such payment be made more than 2½ months following the close of the fiscal year of the Company to which such bonus relates.
- (c) Any additional amount payable in accordance with Paragraph 6(b) shall be paid to the Executive in cash, on a monthly basis, at the same time that the underlying medical coverage benefit is provided to the Executive. In determining the amount of such payment the Executive shall be deemed to pay federal income tax at the highest marginal rate applicable to individuals in the calendar year in which the payment is made and to pay state and local income taxes at the highest effective rate in the state or locality in which such payment is taxable. All payments made under Paragraph 6(b) shall be made in accordance with the provisions of Treas. Reg. §1.409A-3(i)(1).

11. Employee Agreement. This agreement incorporates by reference the Employee Agreement between the Executive and the Company, a copy of which is attached hereto. The payments and benefits provided to the executive under this Agreement are further

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consideration for the Executive's compliance with each and every term of the Employee Agreement and such compliance is a condition precedent to the Executive's entitlement to any payment or benefit hereunder. The covenants, restrictions and terms of this Agreement are intended to supplement, and do not supersede, the covenants, restrictions and terms of the Employee Agreement. To the extent any covenant, restriction or term of this Agreement is more restrictive than a similar covenant, restriction or term of the Employee Agreement, the covenant, restriction or term of this Agreement shall control. To the extent any covenant, restriction or term of the Employee Agreement is more restrictive than a similar covenant, restriction or term of this Agreement, the covenant, restriction or term of the Employee Agreement shall control.

12. Affiliations. The Executive shall avoid diluting his energies by engaging in outside commitments to other companies or organizations that require efforts that, either directly or indirectly, reduce the focus, concentration and amount of time Executive devotes to CACI. Therefore, with the exception of membership with professional/industry associations that directly relate to Executive's job, and that do not have leadership responsibilities, and participation with not for profit charitable or community service entities whose primary activities take place outside of normal working hours, Executive shall not be affiliated with any entities outside of CACI without first receiving approval from the Corporate Governance and Nominating Committee of the Company's Board of Directors.
13. Non-Competition. The terms of this Paragraph are intended to supplement (and are in addition to) the non-compete provisions contained in the Employee Agreement.
- (a) The Executive understands and agrees that this non-compete restriction is aimed at protecting CACI's relationship with its current and prospective clients, as such clients are specifically named in written proposals, contracts and task orders (collectively, these are referred to as "CACI Clients"). The Executive understands and agrees that the definition of CACI Clients as used in this Agreement is intended to cover the specific program offices or activities which CACI pursues, or for which CACI performs work, within large governmental departments, such as the Department of the Navy or the Army, not the greater department in general.
  - (b) The Executive agrees that CACI may reasonably protect its relationships with CACI Clients by prohibiting the Executive from competing with CACI for work with: (i) any CACI Clients while the Executive is employed by CACI, and (ii) certain CACI Clients for a reasonable period of time following termination of the Executive's CACI employment.
  - (c) During the Executive's employment with CACI, the Executive will not directly or indirectly sell, market or otherwise provide goods or services to any CACI Clients in competition with CACI.
  - (d) For a period of two (2) years following termination of the Executive's employment, the Executive will not directly or indirectly provide goods or services to CACI Clients when such goods or services are in competition with those goods or services (i) provided within the year prior to termination of the Executive's employment under contract or task order, or (ii) offered pursuant to a formal or informal proposal, to CACI Clients by any CACI organizational unit for which the Executive worked or for which the Executive had responsibility within one (1) year prior to the termination of the Executive's employment.
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- (e) During the Executive's employment with CACI and for a period of two (2) years following termination of that employment, the Executive will not participate in competition for the award of any contract or task order for which any CACI organizational unit for which the Executive worked or for which the Executive had responsibility within one (1) year prior to the end of the Executive's CACI employment is competing.
- (f) During the Executive's employment and for a period of two (2) years following termination of that employment, the Executive will not, directly or indirectly interfere with, disparage or damage, or attempt to interfere with, disparage or damage, the Company's reputation, or any relationship between the Company or its affiliated or subsidiary companies and any other entity.
- (g) The Executive agrees not to hire or solicit for hiring, directly or indirectly any person now or hereafter employed by, or providing services as a subcontractor or consultant to, CACI and its affiliate companies, for a period of two (2) years after termination of employment.
- (h) The Executive understands and agrees that the payments made under this Agreement constitute additional consideration for the Executive's performance of the covenants set forth in this Paragraph 12 and in the Employee Agreement.

14. No Disparaging Comments. During his period of employment and at all times thereafter, the Executive shall refrain from making any disparaging remarks about the businesses, services and products of the Company, its subsidiaries and affiliates, as well as their respective officers, directors, executives, managers, stockholders, employees, agents, or representatives. Notwithstanding the foregoing, this Agreement does not in any way restrict or impede the Executive from exercising protected rights, including rights under the National Labor Relations Act or the federal securities laws, including the Dodd-Frank Act to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

15. Release. In consideration of any payment made to the Executive pursuant to Section 6 or Section 7 of this Agreement (and as a condition precedent to the Executive's right to any such payment), the Executive must execute (and not revoke) a release of claims in form provided

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by the Company.

16. Assignment. By reason of the special and unique nature of the obligations hereunder, it is agreed that neither party hereto may assign any interests, rights or duties which the party may have in this Agreement without the prior written consent of the other party, except that upon any "Change in Control," this Agreement shall inure to the benefit of and be binding upon the Executive and the purchasing, surviving or resulting entity, company or corporation in the same manner and to the same extent as though such entity, company or corporation were the Company.
17. Dispute Resolution.
- (a) Except as provided in subsection (b) below, the Company and the Executive agree that any controversy or claim arising out of or relating to this Agreement, or its breach by the Company shall be resolved by arbitration. This arbitration shall be held in Reston, Virginia in accordance with the model employment arbitration procedures of the American Arbitration Association. Judgment upon award rendered by the arbitrator shall be binding upon both parties and may be entered and enforced in any court of competent jurisdiction.
  - (b) The Executive acknowledges and agrees that notwithstanding subsection (a) above, if the Executive breaches any of the provisions of Paragraph 12 hereof, the Company will suffer immediate and irreparable harm for which monetary damages alone will not be a sufficient remedy, and that, in addition to all other remedies that the Company may have, the Company shall be entitled to seek injunctive relief, specific performance or any other form of equitable relief to remedy a breach or threatened breach of Paragraph 12 by the Executive and to enforce the provisions of this Agreement. The existence of this right shall not preclude or otherwise limit the applicability or exercise of any other rights and remedies which the Company may have at law or in equity.
18. Amendments. No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in a writing signed by the Executive and the Company. No waiver by either party of any breach or failure to comply with any condition or provision of this Agreement by the other party at any time shall be deemed a waiver of any other breach or failure to comply with the conditions or provisions of this Agreement. No agreements or representations, oral or otherwise, expressed or implied, concerning the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.
19. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Company and the Executive with regard to all matters herein. It supersedes and replaces any and all prior agreements written or oral between the Company and the Executive concerning the severance benefits that may be payable to the Executive.
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20. Compliance with Section 409A. Paragraphs 6(a) and 7(b)(i), (ii) and (iii) of this Agreement are intended to constitute a separation pay arrangement that does not provide for the deferral of compensation subject to Section 409A of the Code (under the short-term deferral exception contained in Treas. Reg. §1.409A-1(b)(4)) and, if any provision of Paragraphs 6 and 7(b)(i), (ii) or (iii) are subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with such provisions not being subject to the provisions of Section 409A. The provisions of Paragraphs 6(b) and 8 are intended to comply with the provisions of Section 409A of the Code (to the extent applicable) and, to the extent that Section 409A applies to Paragraph 6(b) or 8 (or any provision of this Agreement) and such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the provision complying with the provisions of Section 409A of the Code (including, but not limited to the requirement that any payment made on account of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code and the regulations issued thereunder) ("Separation from Service"), shall not be made earlier than the first business day of the seventh month following the Executive's Separation from Service, or if earlier the date of death of the Executive. Any payment that is delayed in accordance with the foregoing sentence shall be made on the first business day following the expiration of such six (6) month period.
21. Tax Consequences of Payments. All payments hereunder are subject to all applicable withholding taxes. The Executive understands and agrees that the Company makes no representations as to the tax consequences of any compensation or benefits provided hereunder (including, without limitation, under Section 409A of the Code, if applicable). Executive is solely responsible for any and all income, excise or other taxes imposed on Executive with respect to any and all compensation or other benefits provided to Executive.
22. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws.
23. Notices. For purposes of this Agreement, notices and communications hereunder shall be in writing and shall be deemed properly given and effective when received, if sent by facsimile or telecopy, or by postage prepaid by registered or certified mail, return receipt requested, or by other delivery service which provides evidence of delivery, as follows:

If to the Company:

CACI International Inc  
12021 Sunset Hills Road  
Reston, Virginia 20190  
Attention: General Counsel

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If to the Executive:

Jeffrey D. MacLauchlan  
[Home Address]

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

24. Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
26. Initials. Each page of this Agreement shall be initialed and dated by the Executive and the official signing for and on behalf of the Company.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the day and year first above written.

CACI International Inc

Jeffrey D. MacLauchlan

By: /s/ J. William Koegel Jr.  
J. William Koegel, Jr.  
Executive Vice President,  
General Counsel & Secretary

/s/ Jeffrey D. MacLauchlan

## CACI Announces CFO Transition

*EVP and CFO Thomas Mutryn Announces His Retirement; Finance SVP Jeffrey MacLauchlan Appointed to Succeed Him*

Reston, Va., October 3, 2022 – CACI International Inc ([NYSE: CACI](#)), a leading provider of expertise and technology to government enterprise and mission customers, announced today that Executive Vice President (EVP) Thomas (Tom) A. Mutryn will retire as the company's Chief Financial Officer (CFO) and Treasurer after more than 16 years of service.

Effective November 1, 2022, Jeffrey (Jeff) D. MacLauchlan will assume the role of EVP, CFO, and Treasurer of CACI as a named executive officer. Mutryn will continue in his role as an EVP to assist with the transition until his retirement date on January 9, 2023.

"It has been my great pleasure to work with Tom over the last decade," said CACI President and Chief Executive Officer (CEO) [John Mengucci](#). "Tom's numerous contributions include successfully leading our finance organization, implementing sound organic and inorganic growth strategies, fostering relationships with the investor and analyst communities, as well as providing leadership for a number of years of our discriminating Mergers & Acquisition (M&A) program."

"Over the last several years, his financial acumen effectively allowed us to continuously deliver shareholder value while expanding our scope and broadening our capabilities in support of our customers' missions. I want to extend my sincere gratitude to Tom for his steadfast dedication since 2006 and I wish him all the best in his well-deserved retirement," Mengucci said.

"It has been an honor and a pleasure to be a part of this dynamic company for the past 16 years," said Mutryn. "I am grateful for the support I have received from our CACI leadership team, the high-quality finance organization, and our Board of Directors. I take pride in our many accomplishments and successes, and I have found it both personally and professionally rewarding to be a part of a company driven by integrity, excellence, and commitment. I retire from CACI knowing that the best for the company is yet to come."

MacLauchlan joined CACI in May 2022 as a Senior Vice President on the finance team with more than 40 years of experience. Prior to joining CACI, MacLauchlan was one of six founding partners of First Light Acquisition Group, a special purpose acquisition company focused on dual-use technology businesses in the areas of autonomy and mobility, microelectronics, space, aerospace, cybersecurity, and power and energy. He also served as a consultant for several public and private companies, working closely with corporate executives, financial investors, and advisors.

Previously, he was a Senior Vice President of Corporate Development for Rockwell Collins from 2014 through 2018, where he was responsible for strategy, mergers and acquisitions (M&A), corporate communications, investor relations, and technology licensing. He worked in conjunction with the company's Board of Directors and CEO to develop its corporate strategy, complete a \$9 billion acquisition, and return the company to a growth trajectory. Subsequently, MacLauchlan was a key leader in the 14-month process culminating in the sale of Rockwell Collins to United Technologies for approximately \$30 billion.

Prior to Rockwell Collins, MacLauchlan spent 32 years in roles of increasing responsibility at Lockheed Martin and its predecessor company, Martin Marietta, where he led Corporate Development for the enterprise, and served as the CFO at different times of three reporting segments, including the \$12 billion information and

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services unit. In the course of his career there, he demonstrated key leadership and technical skills in all aspects of business operations including corporate finance, program control and budgeting, contracts, supply chain, facilities and real estate, financial planning, controllership, and government accounting.

"Jeff brings a wealth of essential knowledge, insights, and instincts to this critical role on our leadership team," said Mengucci. "His executive leadership skills, track record of performance, fundamental financial background, and deep understanding of our industry, including our expertise and technology portfolios, will allow us to continue making wise decisions and investments in strategic areas of our business."

"I look forward to working closely with Jeff as we continuously evolve to support the ever-changing national security landscape and create ongoing value for our shareholders," said Mengucci.

MacLauchlan graduated from the University of Maryland with a Bachelor of Science degree.

## **ABOUT CACI**

CACI's approximately 22,000 talented employees are vigilant in providing the unique expertise and distinctive technology that address our customers' greatest enterprise and mission challenges. Our culture of good character, innovation, and excellence drives our success and earns us recognition as a *Fortune* World's Most Admired Company. As a member of the *Fortune* 1000 Largest Companies, the Russell 1000 Index, and the S&P MidCap 400 Index, we consistently deliver strong shareholder value. Visit us at [www.caci.com](http://www.caci.com).

*There are statements made herein which do not address historical facts, and therefore could be interpreted to be forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Such statements are subject to factors that could cause actual results to differ materially from anticipated results. The factors that could cause actual results to differ materially from those anticipated include, but are not limited to, the risk factors set forth in CACI's Annual Report on Form 10-K for the fiscal year ended June 30, 2022, and other such filings that CACI makes with the Securities and Exchange Commission from time to time. Any forward-looking statements should not be unduly relied upon and only speak as of the date hereof.*

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