

**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): January 23, 2026

GXO LOGISTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-40470
(Commission File Number)

86-2098312
(I.R.S. Employer
Identification No.)

Two American Lane, Greenwich, Connecticut
(Address of principal executive offices)

06831
(Zip Code)

Registrant's telephone number, including area code (203) 489-1287

N/A
(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))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.01 per share	GXO	New York Stock Exchange
3.750% Notes due 2030	GXO/30	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 January 23, 2026, Paul Blanchett, Chief Accounting Officer of GXO Logistics, Inc. (the “Company”), notified the Company of his decision to resign from his position as Chief Accounting Officer, with his last working day being April 24, 2026. Mr. Blanchett resigned to pursue a new professional opportunity outside of the logistics industry, and there were no disagreements between the Company and Mr. Blanchett on any matter regarding its operations, policies, or practices.

On January 29, 2026, the Company’s Board of Directors appointed Laura Bracken, the Company’s Vice President Controller, Americas and Asia Pacific, to also serve as the Company’s Interim Chief Accounting Officer (interim principal accounting officer), effective April 1, 2026. Ms. Bracken, 52, has served as the Company’s Vice President Controller, Americas and Asia Pacific since May 2024, after the Company’s acquisition of PFSweb, Inc. (“PFS”). Prior to that time, Ms. Bracken served as Senior Vice President, Chief Accounting Officer, Head of Finance of PFS, beginning in March 2023. Prior to PFS, from September 2022 until March 2023, Ms. Bracken served as Chief Accounting Officer/Interim Chief Financial Officer of Aero Design Labs and in various roles at At Home Group Inc., including Chief Accounting Officer from July 2020 until April 2022 and Vice President, Controller from April 2019 until July 2020. Prior to At Home Group Inc., Ms. Bracken served as a staff auditor with PricewaterhouseCoopers LLP and held various accounting roles with additional corporations. Ms. Bracken is a Certified Public Accountant.

On January 29, 2026, the Company and Ms. Bracken entered into an offer letter (“Offer Letter”). Pursuant to the Offer Letter, Ms. Bracken’s annual base salary will continue to be \$300,900 and Ms. Bracken will be paid a responsibility allowance of \$6,000 per month, less applicable taxes and deductions, beginning on February 1, 2026, and for the duration of her Interim Chief Accounting Officer role or a minimum of six months, whichever is longer. Also, pursuant to the Offer Letter, in connection with a successful transition as outlined in the Offer Letter, Ms. Bracken is eligible to receive a restricted stock unit (“RSU”) award grant on August 1, 2026 with a grant date value of \$150,000. The RSU grant will vest in three (3) equal increments on the first, second, and third anniversaries of the grant date, subject to Ms. Bracken’s continued employment with the Company and other conditions set forth in the award and plan documents. The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is filed as Exhibit 10.1 hereto, and is incorporated into this Item 5.02 by reference.

There are no family relationships between Ms. Bracken and any director or executive officer of the Company, and Ms. Bracken has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1+ 104	Offer Letter, dated January 29, 2026, between Laura Bracken and GXO Logistics, Inc. Cover Page Interactive Data File (embedded within the Inline XBRL document).

+ This exhibit is a management contract or compensatory plan or arrangement.

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.

Date: January 29, 2026

GXO LOGISTICS, INC.

By: /s/ Karlis P. Kirsis

Name: Karlis P. Kirsis

Title: Chief Legal Officer



January 29, 2026

Via Email

Laura Bracken

Dear Laura,

On behalf of the GXO Logistics leadership team, I'm happy to offer you the position of Interim Chief Accounting Officer, with an anticipated start date of April 1, 2026. I know I speak for the rest of our team when I say how pleased we are to make you this offer.

In this role, you will report directly to Baris Oran and will be based in Texas, subject to business travel as may be required, including but not limited to Greenwich, CT, and future business needs. The role is a Section 16 officer as defined under Section 16 of the Securities Exchange Act of 1934.

While your employment remains at-will as described below, this is a temporary, interim appointment effective April 1, 2026 and expected to continue until GXO hires a Chief Accounting Officer.

Compensation Package

- **Base Salary:** Your annual base salary will continue to be \$300,900.08, subject to our upcoming annual merit process, and paid on a bi-weekly basis, via direct deposit, less applicable taxes and deductions.
- **Responsibility Allowance:** Beginning on February 1, 2026, and for the duration of your Interim Chief Accounting Officer role or a minimum of six months, whichever is longer, you will be paid a responsibility allowance of \$6,000.00 per month, less applicable taxes and deductions.
- **Long-Term Incentive:** Subject to approval by the Compensation Committee of GXO's Board of Directors or its delegate, and provided you deliver a successful transition as outlined herein, in recognition of your increased responsibilities, you will be eligible for an RSU award to be granted on August 1, 2026 with a grant date value of \$150,000.00. A successful transition includes, in the Company's discretion: effectively leading the Q1 close; driving the implementation of the Optimus financial software implementation in the AmAPAC region at pace; and ensuring regulatory compliance with financial reporting, accounting controls, and disclosure processes globally. The RSU grant will vest in three (3) equal increments on the first, second, and third anniversaries of the grant date, subject to your continued employment with GXO and other conditions as documented in the award agreement and plan document.

Other Terms and Conditions

- All other terms and conditions of your employment remain the same, except as detailed in this offer letter. You also remain subject to the Company’s Confidential Information Protection Agreement and its Addendum (“CIPA”), which you signed on December 19, 2023. You acknowledge and agree that the end of your temporary, interim assignment in and of itself will not constitute Good Reason under the terms of your CIPA Addendum.
- GXO is an at-will employer. You may terminate your employment with the Company at any time and for any reason by notifying GXO; the Company may terminate your employment at any time and for any reason, with or without cause or advance notice. The at-will employment relationship cannot be changed except in writing signed by GXO’s Chief Executive Officer. This offer of employment is not to be construed as a contract for employment in any particular position for any particular salary or time period.

Please make sure you have read and understand the terms and conditions of this offer. If you accept, sign the offer letter along with any other applicable forms via DocuSign within three business days. Should you have any questions, reach out to Ann Marie Phillips at annmarie.phillips@gxo.com.

Sincerely,

/s/ Corinna Refsgaard

Corinna Refsgaard
Chief Human Resources Officer

Employment Acceptance

I accept this offer of employment with GXO Logistics in the position of Interim Chief Accounting Officer, effective April 1, 2026.

/s/ Laura Bracken

Laura Bracken

January 29, 2026

Date