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

August 3, 2026
Date of Report (date of earliest event reported)

LISATA THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-33650**	**22-2343568**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

P.O. Box 173 Liberty Corner, NJ 07938
(Address of Principal Executive Offices)(ZipCode)

(908) 842-0100
Registrant's telephone number, including area code

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 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	LSTA	The Nasdaq Capital Market

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 2.05 Costs Associated with Exit or Disposal Activities.

On August 3, 2026, the board of directors (the “Board”) of Lisata Therapeutics, Inc. (the “Company”) approved a reduction in workforce by approximately 72%, effective immediately. The decision was based on cost-reduction initiatives intended to reduce the Company’s ongoing operating expenses and maximize shareholder value as the Company plans to pursue strategic options. Affected employees will be offered separation benefits, including severance payments along with temporary healthcare coverage assistance for certain employees. The Company estimates that it will incur approximately $1.2 million of costs in connection with the reduction in workforce related to severance pay and other related termination benefits, which are expected to be incurred through the quarter ending September 30, 2026. The charges the Company expects to incur in connection with this reduction in workforce are subject to a number of assumptions, risks and uncertainties, and actual results may materially differ. The Company may also incur other material charges not currently contemplated due to events that may occur as a result of, or associated with, these actions.

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

In connection with the reduction in workforce approved by the Board on August 3, 2026, effective as of August 3, 2026, the employment of Dr. Kristen K. Buck, M.D., the Company’s Executive Vice President of R&D and Chief Medical Officer was terminated. Pursuant to the Amended and Restated Employment Agreement, dated as of June 10, 2025, between the Company and Dr. Buck (the “Buck Employment Agreement”), Dr. Buck’s departure from the Company will constitute a termination without Cause (as defined in the Buck Employment Agreement), and, in accordance therewith, subject to Dr. Buck executing a release in favor of the Company, Dr. Buck is contractually entitled to receive an amount equal to 12 months of her base salary and target bonus compensation and the Company shall pay COBRA premiums for Dr. Buck and her covered dependents for a period of up to 12 months.

In addition, on August 3, 2026, the Board approved a cash retention bonus to James Nisco, the Company’s Senior Vice President, Finance and Treasury and Chief Accounting Officer, in the amount of $200,000. The cash bonus is payable within thirty (30) days of, and subject to continued employment with the Company through, December 31, 2026; provided that if the applicable executive’s employment is terminated by the Company without “Cause”, then the retention bonus shall be payable within thirty (30) days of the executive’s execution and non-revocation of a release of claims. The foregoing description is qualified in its entirety by reference to the form of Retention Bonus Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 8.01. Other Events.

On July 31, 2026, the Company commenced an action in the Court of Chancery of the State of Delaware suing Kuva Labs Inc. (“Kuva Labs”) and its wholly-owned subsidiary Kuva Acquisition Corp. over their breach of the Agreement and Plan of Merger, dated as of March 6, 2026, among the Company, Kuva Labs and Kuva Acquisition Corp. (as amended, the “Merger Agreement”). Among other things, the Company is seeking damages for the benefits its stockholders expected in connection with the transaction.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Retention Bonus Letter Agreement, dated as of August 3, 2026, between the Company and James Nisco.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LISATA THERAPEUTICS, INC.

By: /s/ David J. Mazzo
Name: David J. Mazzo, PhD
Title: President and Chief Executive Officer

Dated: August 3, 2026

Exhibit 10.1

James Nisco

Re: Retention Bonus Opportunity

Dear James:

We are pleased to inform you that, in recognition of your contributions to Lisata Therapeutics, Inc. (the "Company"), you are being offered the opportunity to receive a retention bonus (the "Retention Bonus") on the following terms and conditions:

1. Eligibility for Retention Bonus. Subject to satisfaction of the conditions set forth below, you will be eligible to be paid a Retention Bonus in the gross amount of $200,000, less applicable deductions and withholdings, payable in a lump sum to be made within thirty (30) days of the effective date of the Release (as defined below), subject to the terms of Section 2(b). The "Retention Date" means December 31, 2026.

2. Conditions to Payment. In order to receive the Retention Bonus, all of the following conditions must be satisfied:

   (a) You must remain employed by the Company or its subsidiaries in good standing and comply with the terms set forth in this letter through the Retention Date and not have provided notice of your intention to resign; provided that if you are terminated by the Company without Cause (as defined below) prior to the Retention Date, you shall be eligible for the Retention Bonus which shall be paid within thirty (30) days of the effective date of the Release (as defined below) subject to the terms of Section 2(b); and

   (b) You must execute and not revoke a release of claims through the Retention Date or, if earlier, your termination of employment without Cause, in favor of the Company and its affiliates in such form as is presented by the Company (the "Release"). If the applicable review or revocation period for the Release crosses tax years, payment of the Retention Bonus will not be made until the first regularly scheduled payroll date in the second tax year.

(c) "Cause" means (as determined in good faith by the Company): (i) your refusal to comply with direct instructions of the Company that are reasonable and consistent with your duties to the Company and/or its subsidiaries and with relevant requirements of applicable law, which noncompliance, to the extent curable, you fail to cure within ten (10) days following receipt of written notice from the Company; (ii) you engage in dishonest or willful misconduct which has or is reasonably expected to have a material and adverse effect on the Company, any of its subsidiaries or any of their respective affiliates; (iii) you perpetrate a fraud, theft, embezzlement or misappropriation against or affecting the Company, any of its subsidiaries or any of their respective affiliates or any customer, client, agent, creditor, equity holder or employee of the Company, any of its subsidiaries or any of their respective affiliates; (iv) you breach any material obligation that you owe to the Company, any of its subsidiaries or any of their respective affiliates, which breach, to the extent curable, you fail to cure ten (10) days following receipt of written notice thereof from the Company; (v) you are convicted of, enter a plea of guilty or nolo contendere or have otherwise admitted to the commission of a felony or indictable offence; (vi) you violate any law or regulation applicable to the Company, any of its subsidiaries, or any of their respective affiliates or breach any of your duties to the Company, any of its subsidiaries or any of their respective affiliates; or (vii) you fail to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, engages in the willful destruction of or fails to preserve documents or other materials known to be relevant to such investigation or induces others to fail to cooperate or to produce documents or other materials in connection with such investigation.

3. Termination of Employment. If your employment with the Company and its subsidiaries terminates for any reason prior to the Retention Date other than a termination without Cause (or any other condition set forth in paragraph 2 above is not satisfied), your right to payment of the Retention Bonus will be forfeited in its entirety.

4. Tax Withholding. Payment of the Retention Bonus will be subject to applicable federal, state and local tax deductions and withholding.

5. Effect on Other Benefits. You acknowledge that payment of the Retention Bonus is not part of normal or expected compensation for purposes of calculating or paying any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, matching contributions or similar payments. For the avoidance of doubt, payment of the Retention Bonus shall, in each case, have no effect on any benefits derived from your Separation Benefits Agreement, executed by and between you and the Company on June 10, 2025.

6. Assignment. The obligation to pay the Retention Bonus is solely that of the Company, provided that the Company may assign its obligations to any affiliate or entity that succeeds to the Company's business. You may not assign your right to receive the Retention Bonus.

7. No Right to Continued Employment. The grant of this Retention Bonus opportunity does not give you any right to continue your employment relationship with the Company or its subsidiaries, and you shall remain subject to discharge to the same extent as if this opportunity were not granted to you.

8. Confidentiality. You understand that the matters described in this letter are confidential, and you agree that you will not disclose or discuss the terms of this letter with any person or entity (other than your immediate family, legal professional, or tax professional), except as required by applicable law.

9. Governing Law; JURY WAIVER. Any dispute arising out of or relating to this letter shall be decided by applying the laws of the State of New York without regard to conflicts of law principles. ***Each party acknowledges and agrees that any controversy that may arise under this letter is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right to a trial by jury in connection with any dispute arising out of or relating to this letter.***

10. Section 409A Compliance. This letter is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or an exemption thereunder, and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this letter, payments provided hereunder may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this letter that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this letter comply with Section 409A, and in no event shall the Company or any of its affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.

11. Entire Agreement. This letter contains the entire agreement between you and the Company with respect to the subject matter hereof and supersedes any prior understandings or agreements, whether written or oral, between you and the Company concerning the Retention Bonus. Notwithstanding the foregoing, nothing in this letter shall supersede, limit or otherwise affect any restrictive covenant, confidentiality, non-competition, non-solicitation, invention assignment or similar obligations you may have to the Company, any of its subsidiaries or any of their respective affiliates under any other agreement.

We hope that this arrangement encourages your continued commitment to the Company. Please acknowledge your agreement to the terms of this letter by countersigning it in the space below and returning it to me.

[Signature page on following page]

Sincerely,

Lisata Therapeutics, Inc.

By: /s/ David J. Mazzo, Ph.D.
Name: David J. Mazzo, Ph.D.
Title: Chief Executive Officer

/s/ James Nisco
James Nisco

Date: 8/3/2026