

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) **October 3, 2022**

SONOMA PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-33216
(Commission
File Number)

68-0423298
(IRS Employer
Identification No.)

645 Molly Lane, Suite 150
Woodstock, GA 30189
(Address of principal executive offices)
(Zip Code)

(800) 759-9305
(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	SNOA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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 of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective on October 3, 2022, our Board of Directors appointed Chad White as our interim Chief Financial Officer.

As previously disclosed, Mr. Jerry Dvonch will resign as our Chief Financial Officer in connection with the closure of our office in Woodstock, Georgia. Mr. Dvonch agreed to assist us with transitioning the Company's operations to our office in Boulder, Colorado on or before December 31, 2022. We accepted the resignation of Mr. Dvonch as Chief Financial Officer effective November 18, 2022. Effective November 18, 2022, Mr. White will serve as Chief Financial Officer of the Company.

Mr. White, age 49, joins us from Global Web Horizons LLC (dba Slumber Cloud), a direct-to-consumer retailer, where he served as Chief Financial Officer from April 2019 through October 2022 and was responsible for accounting, treasury, and strategy development. Prior to Slumber Cloud, Mr. White served as Chief Financial Officer of various Coors family portfolio businesses, including Outlast Technologies LLC, a global contract manufacturer of textile products from April 2012 until October 2020, where he directed the global finance function and all financial reporting requirements. Mr. White began his career as an auditor by spending five years with Ernst & Young. Mr. White is a licensed Certified Public Accountant in Ohio. He holds a Master of Business Administration from the University of North Carolina and a Bachelor of Arts in Accounting from Michigan State University.

Mr. White will be employed at-will. We agreed to compensate Mr. White \$230,000 per year. Mr. White is eligible for a bonus up to 50% of his annual salary, prorated the first year based on a fiscal year end of March 31 and dependent upon meeting specified performance goals. Upon commencement of his employment, Mr. White received options to purchase up to 5,000 shares of our common stock. The options will vest in three tranches over three years and vesting will accelerate in the event of a change of control. He is also eligible for additional equity grants within the normal employee equity programs and for benefits, such as vacation, and our medical, dental, vision and retirement plans.

We thank Mr. Dvonch for his service and wish him the best in his future endeavors.

This report contains forward-looking statements. Forward-looking statements include, but are not limited to, statements that express our intentions, beliefs, expectations, strategies, predictions or any other statements related to our future activities or future events or conditions. These statements are based on current expectations, estimates and projections about our business based, in part, on assumptions made by management. These statements are not guarantees of future performances and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in the forward-looking statements due to numerous factors, including those risks discussed in our Annual Report on Form 10-K and in other documents that we file from time to time with the SEC.

Any forward-looking statements speak only as of the date on which they are made, and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this report, except as required by law.

Item 9.01 **Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer letter to Chad White dated September 8, 2022.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

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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.

Sonoma Pharmaceuticals, Inc.
Registrant

Date: October 7, 2022

By: /s/ Amy Trombly
Name: Amy Trombly
Title: Chief Executive Officer

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September 8, 2022

Chad White
19468 W 52nd Drive
Golden, CO 80403

**Re: Offer of Employment
Sonoma Pharmaceuticals, Inc.**

Dear Chad,

Sonoma Pharmaceuticals, Inc. (hereinafter the "Company") is pleased to offer you the position of Chief Financial Officer. You will be appointed to the position by the Board of Directors and you will report directly to Amy Trombly, Chief Executive Officer. The purpose of this letter is to outline the terms of your employment. Your signature in the space provided at the end of this letter indicates that you accept our offer of employment on these terms.

Compensation: You will be paid an annual salary of \$230,000.00 (\$8846.15 bi-weekly). You are eligible for a bonus up to 50% of your annual salary, prorated the first year based on a fiscal year end of March 31 and dependent upon meeting specified performance goals. This position is classified as full-time and exempt from overtime. Paydays are every other Friday. Your paycheck covers the two-week period prior to and through payday (10/7/2022).

Equity Grant: You will receive an option to purchase up to 5,000 shares of the Company's common stock. The options will vest in three tranches over three years and vesting will accelerate in the event of a change of control. You will receive an option grant letter with additional details regarding this grant after you commence employment.

Vacation: You will be entitled to four (4) weeks of vacation accrual per year, pursuant to the Company's vacation accrual policy, beginning on date of hire. You may take accrued vacation after accruing at least eight hours of vacation time.

Benefits: You will be eligible to participate in the Company's medical, dental, vision and retirement (401K) plans. Health benefits begin the first of the month following date of hire. Currently the Company pays the full premiums for employee and eligible dependents. 401k eligibility is at time of hire. There is a 4% match on the 401k from date of hire. You must enroll or decline benefits within two weeks of hire. We may, in our discretion, cancel or modify any of our employee benefits plans, including those described above, at any time.

Employment Date: Your start date is October 3, 2022 unless you can start sooner.



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NASDAQ: SNOA

Employment At-Will: Employment with the Company is not for a specific term and can be terminated by you or by the Company at any time for any reason, with or without cause. Any contrary representations or agreements or any other written or oral agreement which may have been made or which may be made to you are superseded by this offer.

Confidential and Proprietary Information: The Company expects that you work all your business hours exclusively for the Company, and that you will not directly or indirectly engage in any other employment, consulting or business activity elsewhere without prior written authorization from the Company. This policy is further detailed in the Confidential Information and Invention Assignment Agreement, a copy of which is attached for your signature. Among other prohibitions, you may not use the Company's confidential information to benefit a prospective or subsequent employer. Furthermore, you may not use the Company's confidential information to solicit or hire any employee, consultant, independent contractor, customer or supplier of the Company to change or terminate his, her or its relationship with the Company, or otherwise to become an employee, consultant, independent contractor of customer to, for, or of any other person or business entity.

The Company has a firm policy against its employees using any trade secrets or other proprietary information of third parties or previous employers in the course of performing their duties for the Company. This policy is set forth in a certain separate agreement entitled Confidential Information and Invention Assignment Agreement, a copy of which is attached for your signature. During your employment with the Company, you may not disclose to the Company or use, or induce the Company to use, any trade secrets or other proprietary information of others, including your prior employers. By accepting employment with the Company, you agree that you will not, in the performance of your duties at the company, utilize or disclose any proprietary information of former employers and that you will take with you no tangible items such as drawings or reports when you leave your current employer. In addition, you acknowledge that you are not restricted from entering into an employment relationship with the Company by virtue of any pre-existing agreement with another employer.

Indemnification. To the full extent allowed by law, the Company shall hold harmless and indemnify you, your executors, administrators or assigns, against any and all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by you (net of any related insurance proceeds or other amounts received by you or paid by or on behalf of the Company on your behalf in compensation of such judgments, penalties, fines, settlements or expenses) in connection with any threatened, actual or completed action, suit or proceeding, whether civil, criminal, arbitral, administrative or investigative, or any appeal in such action, suit or proceeding, to which you are, were or are threatened to be made a named defendant or respondent (a "Proceeding"), because of your employment by the Company, or is or was serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary (an "Affiliate Employee") of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise (each, a "Company Affiliate"). You shall also be covered under all of the Company's policies of liability insurance maintained for the benefit of its employees.



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Voluntary Execution of Agreement. This offer letter sets forth the entire agreement between you and the Company concerning your employment and neither you nor the Company shall be bound by any condition or understanding with respect to your employment other than is expressly provided in this letter. This offer can only be amended in writing, signed by the Company and you. The Agreement is subject to Colorado law and is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto.

Your employment is contingent upon the following: (1) signing our Confidential Information and Invention Assignment Agreement and Arbitration Agreement, (2) providing the Company with legally required proof of identity and authorization to work in the United States, (3) the satisfactory results of your background and credit check, and (4) any and all other documents customarily executed at the time of starting employment. In addition, you will be required to get your CPA reinstated within 3 months of hire.

We look forward to your leadership, knowledge and talent contributing to the success of the Company, Chad. Please indicate your acceptance of this offer by signing below at your earliest convenience, but no later than end of business day Monday, September 12, 2022, at which time this offer will expire.

Sincerely,

/s/ Amy Trombly

Amy Trombly
CEO
Sonoma Pharmaceuticals, Inc.

Agreed and accepted:

/s/ Chad White
Chad White

Sept. 12, 2022
Date



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