

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) July 11, 2023

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.)

5445 Conestoga Court, Suite 150  
Boulder, CO 80301  
(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 July 17, 2023, our Board of Directors appointed John Dal Poggetto as our Controller.

Mr. Dal Poggetto, age 52, served as our Chief Financial Officer from 2019 to 2020 and as Executive Vice President of Finance from 2017 to 2019. Prior to that he was the Company's Contoller since 2002. He has extensive knowledge of our Company's business and operations.

Mr. Dal Poggetto will be employed at-will on a part-time basis. We agreed to compensate Mr. Dal Poggetto \$100,000 per year. Mr. Dal Poggetto is eligible for a bonus up to 20% 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. Dal Poggetto will receive 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.

On July 14, 2023, we entered into a new consulting agreement with Jerome Dvonch Consulting, LLC, pursuant to which Jerome Dvonch will continue to serve as our interim Chief Financial Officer. Pursuant to the new consulting agreement, effective August 15, 2023, we agreed to compensate Jerome Dvonch Consulting, LLC at a rate of \$20,000 per month. Mr. Dvonch will not be eligible for benefits. For each month of continuous service under the consulting agreement, Mr. Dvonch's outstanding and vested equity awards shall remain exercisable for an additional month following their current expiration date of September 18, 2024, subject to the provisions of the Company's equity incentive plans.

The foregoing descriptions of are not complete and are qualified in their entirety by reference to the full text of the offer letter to Mr. Dal Poggetto and the consulting agreement with Jerome Dvonch Consulting, LLC, copies of which are filed herewith as Exhibit 10.1 and 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

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.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Offer letter to John Dal Poggetto dated July 11, 2023.</u></a>
10.2	<a href="#"><u>Consulting Agreement, by and between the Company and Jerome Dvonch Consulting, LLC, effective August 15, 2023.</u></a>
104	Cover Page Interactive Data File (formatted in inline XBRL in Exhibit 101).

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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.**

Date: July 14, 2023

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

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Exhibit 10.1

July 11, 2023

John Dal Poggetto

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

Dear John,

Sonoma Pharmaceuticals, Inc. (hereinafter the "Company") is pleased to offer you the position of Controller. You will be appointed to the position by the Board of Directors and you will report directly to Jerry Dvonch, Interim Chief Financial Officer. This is a remote position with the exception of occasional travel to the Boulder office. 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 \$100,000. You are eligible for a bonus up to 20% 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 part-time and exempt from overtime. Paydays are every other Friday. Your paycheck covers the two-week period ending the Friday prior to payday.

**Equity Grant:** As soon as practical after your start date, 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 three (3) 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:** For as long as you receive health continuation coverage under COBRA, the Company will reimburse you for the monthly premiums paid by you for yourself and your eligible dependents. After such time, 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 currently a 4% match on the 401k from date of hire. You must enroll or decline benefits within two weeks of eligibility. 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 July 17, 2023.

**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.



5445 Conestoga Ct Suite 150  
Boulder, CO 80301  
Phone: +1 800-759-9305  
Fax: +1 (707) 283-0551  
sonomapharma.com  
NASDAQ: SNOA

**Confidential and Proprietary Information:** The Company expects that you work at least half of your business hours exclusively for the Company. The Company acknowledges that you may engage in other consulting or business activity elsewhere but expects that you will prioritize your work for the Company ahead of other clients, and that such other activities will not conflict in any way with your obligations to the Company. A copy of the Company's Confidential Information and Invention Assignment Agreement 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 or other clients and that you will take with you no tangible items such as drawings or reports from other employers or clients. 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.

**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 California 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.

We look forward to your leadership, knowledge and talent contributing to the success of the Company, John. Please indicate your acceptance of this offer by signing below at your earliest convenience, but no later than end of business day July 14, 2023, at which time this offer will expire.



5445 Conestoga Ct Suite 150  
Boulder, CO 80301  
Phone: +1 800-759-9305  
Fax: +1 (707) 283-0551  
sonomapharma.com  
NASDAQ: SNOA

Sincerely,

/s/ Amy Trombly

Amy Trombly  
CEO  
Sonoma Pharmaceuticals, Inc.

Agreed and accepted:

/s/ John Dal Poggetto  
John Dal Poggetto

Date: Jul 11, 2023



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## CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered into and effective as of August 15, 2023 (the "Effective Date"), by and between Jerome Dvonch Consulting, LLC, a Georgia limited liability company whose principal address is 888 Treadstone Overlook, Suwanee Georgia 30024 ("Consultant"), and Sonoma Pharmaceuticals, Inc., a Delaware corporation whose principal address is 5445 Conestoga Court, Suite 150, Boulder, Colorado 80301 ("Sonoma"). Consultant and Sonoma may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, Sonoma desires for Consultant to act as its Interim Chief Financial Officer and to provide certain services as further detailed in the Statement of Work attached hereto as Exhibit A (collectively, the "Services");

WHEREAS, Consultant desires to provide such Services to Sonoma;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term and Termination. This Agreement shall commence on the Effective Date and remain in full force and effect until terminated by either Party upon ninety (90) days written notice (the "Term"). Either Party may terminate this Agreement for cause if the other Party is not performing its obligations in accordance with the terms of this Agreement, and provides written notice to the other Party of such non-performance. The Party receiving such written notice will have fifteen (15) days from the date of notice receipt to correct the situation. If the situation is not corrected to the satisfaction of the other Party, the Agreement can be terminated immediately upon written notice. Upon termination of this Agreement, Consultant will immediately cease performing any Services, and Sonoma will pay Consultant a prorated amount for days of Services provided and expenses incurred through the date of termination.

2. Services. Consultant agrees to perform the Services to the best of his ability, at a level consistent with persons having a similar level of education, experience and expertise, and in accordance with generally established professional standards.

### 3. Fees, Expenses and Payment

- (a) Sonoma will pay Consultant at a rate of \$20,000 per month for Services rendered under this Agreement, payable half on the 30th and 15th of each month during the Term. Consultant shall have no right to any benefits, including health benefits or 401(k) contributions, that Sonoma grants to its employees. Sonoma shall reimburse Consultant for all expenses pre-approved by Sonoma in writing, including travel time to Sonoma's corporate offices in Boulder, Colorado. Sonoma shall give Consultant two weeks advance notice of any required travel. Any expense over \$100 should be submitted to Sonoma in writing prior to incurring such expense for Sonoma's approval. Sonoma shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Sonoma under this Agreement; provided that in no event shall Sonoma pay or be responsible for any taxes imposed on, or with respect to, Consultant's stock fees, income, revenue, gross receipts, personnel, or real or personal property, or other assets.
- (b) For each month of Consultant's continuous service under this Agreement, outstanding and vested equity awards granted to Jerome Dvonch shall remain exercisable for an additional month past their current expiration date of September 18, 2024, subject to the provisions of Sonoma's equity incentive plans.

### 4. Confidential Information

- (a) Treatment of Confidential Information. Consultant acknowledges and agrees that information furnished by Sonoma to Consultant under this Agreement may include Confidential Information, as defined below. Consultant agrees to hold Sonoma's Confidential Information in confidence and to take all reasonable precautions to protect such Confidential Information and to not disclose any such Confidential Information or any information derived therefrom to any third party.

"Confidential Information" shall include all information relating to Sonoma's business, including without limitation, financial information or results, projections, business plans, business operations, forecasts, products, clients, vendors and service providers, any contractual or financial arrangements entered into or contemplated, budgets, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products and services, methods of manufacturing, sources of raw materials, as well as know-how, ideas, and technical, business, financial, marketing, customer and product development plans, forecasts, strategies and other information, and all physical embodiments or repositories of the foregoing.

- (b) Return of Confidential Information. Immediately upon termination of this Agreement, Consultant will, at Sonoma's request, turn over to Sonoma or destroy all Confidential Information and all documents or media containing any such Confidential Information, and any and all copies or extracts thereof.
- (c) Remedies; Equitable Relief. Consultant acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to Sonoma, and therefore, that upon any such breach or any threat thereof, Sonoma shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by Consultant from any damages and expenses (including reasonable and documented attorney's fees), in connection with any breach or enforcement of Consultant's obligations hereunder or the unauthorized use or release of any such Confidential Information. Consultant will notify Sonoma in writing immediately upon the occurrence of any such unauthorized release or other breach. Any breach of this section will constitute a material breach of this Agreement.
- (d) No Warranty. Sonoma is not making any representation or warranty, express or implied, as to the accuracy and completeness of any Confidential Information nor shall Sonoma have any liability to Consultant or to any other person resulting from Consultant's use of the Confidential Information.

### 5. Ownership of Materials

- (a) Consultant agrees that all materials, reports and other data or materials generated or developed by Consultant under this Agreement or furnished by Sonoma to Consultant (the "Materials") shall be and remain the property of Sonoma. Consultant specifically agrees that all copyrightable Material generated or developed under this Agreement shall be considered works made for hire and that such material shall, upon creation, be owned by Sonoma. To the extent that any such Material, under applicable law, may not be considered works made for hire, Consultant hereby assigns to Sonoma the ownership of copyright in such Materials, without the necessity of any further consideration, and Sonoma shall be entitled to obtain and hold in its own name all copyrights in respect of such Materials.
- (b) If and to the extent Consultant may, under applicable law, be entitled to claim any ownership interest in the Materials, reports and other data or materials generated or developed by Consultant under this Agreement, Consultant hereby transfers, grants, conveys, assigns and relinquishes exclusively to Sonoma all of Consultant's right, title and interest in and to such Materials, under patent, copyright, trade, secret and trademark law, in perpetuity or for the longest period otherwise permitted by law.

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- (c) Consultant shall perform any acts that may be deemed necessary or desirable by Sonoma to evidence more fully transfer of ownership of all Materials designated under this Section 5 to Sonoma to the fullest extent possible, including but not limited to the making of further written assignments in a form determined by Sonoma.
- (d) To the extent that any preexisting rights are embodied or reflected in the Materials, Consultant hereby grants to Sonoma the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.
- (e) Consultant hereby represents and warrants that it has full right and authority to perform its obligations and grant the rights and licenses herein granted and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement. Consultant covenants and agrees that it shall not enter into any such agreements.
- (f) Consultant shall provide to Sonoma any passwords created while performing the Services under this Agreement.

6. Securities Laws. Consultant represents that it is aware of the restrictions imposed by the applicable federal and state securities laws on the purchase or sale of securities by any person who has received material, non-public information regarding a company with publicly traded securities, as well as the restrictions making it unlawful to communicate such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell securities in reliance upon such information.

7. Independent Contractor. The Parties acknowledge and agree that Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create a joint venture or employment relationship between the parties. Consultant shall have no right to any benefits that Sonoma grants to its employees and shall have no authority to contract for or bind Sonoma in any manner.

8. Insurance Coverage. As Interim CFO, Consultant shall be covered by all insurance policies (including D&O Liability insurance) available to other senior management of Sonoma. Sonoma represents it carries, will continue to carry, and keep in full force and effect, proper insurance coverage in scope, terms, and size appropriate for a company of the size and nature of Sonoma. In the event Sonoma does not have proper coverage at any time, Sonoma agrees to indemnify and hold harmless Consultant for all costs, expense, liabilities, losses, judgments, fines, legal, and accounting fees, or other to be paid in settlement, in defense, or otherwise suffered by Consultant by virtue of this Agreement with Sonoma or its agents, in the form of Sonoma's indemnification agreements entered into with other senior management.

9. Miscellaneous.

- (a) Limitation of Liability. Except as otherwise provided in this Agreement, in no event shall either Party seek or be liable for punitive, exemplary, enhanced, or trebled damages, arising from this Agreement whether such damages are claimed for breach of contract, negligence, or any tort claim.
- (b) Severability. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement shall remain in full force and effect.
- (c) Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

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- (d) Notices. Any notice given under this Agreement is deemed to have been given if deposited in the United States mail, certified postage pre-paid, (or via Fed-Ex) addressed to either party at the locations given above, or any other addresses as hereafter provided by either party.
- (e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Colorado, without application of principles of conflicts of laws.
- (f) Waiver. No waiver of any breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision, or of any subsequent breach or default.
- (g) Amendments. This Agreement reflects the exclusive and entire understanding of the parties and supersedes any prior agreement between the parties relative to the subject matter hereof, and may not be modified except by another written agreement, signed with the same formality as this Agreement.
- (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.
- (i) Further Assurances. The Parties shall cooperate fully with each other and execute such other instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested to give effect to the intent and purpose of this Agreement.
- (j) No Third-Party Beneficiaries. Nothing in this Agreement creates any third-party rights or remedies other than to the Parties' permitted successors and assigns.

- (k) Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by email or other electronic means, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement.

*[Signature page follows.]*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the Effective Date.

**JEROME DVONCH CONSULTING, LLC**

By: /s/ Jerome Dvonch

Name: Jerome Dvonch

Title: Sole Member

**SONOMA PHARMACEUTICALS, INC.**

By: /s/ Amy Trombly

Name: Amy Trombly

Title: Chief Executive Officer

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**Exhibit A**

**Statement of Work**

· Manage all accounting operations globally including billing, accounts receivable, cost accounting, inventory accounting and revenue recognition.

- Direct preparation of consolidated financial statements; prepare internal comprehensive monthly reports.
- Manage month-end and year-end close processes
- Prepare, review, and coordinate timely filing of all SEC filings, including 10-K, 10-Q, 8-K, Form 4, S-8, and shelf registration filings.
- Coordinate financial planning process throughout the Company; prepare department and company annual budget; report variances.
- Develop and maintain reliable cash flow and earnings forecasts and report variances.
- Develop long-term tax strategy.
- Find and develop recommendations to finance the Company's cash flow needs and assist in executing these financings.
- Develop internal management financial reports and provide analysis; continuously review internal management reports and update when necessary to capture trends and concerns.
- Review all Company contracts for accounting treatment.
- Research technical accounting issues for compliance and prepare technical accounting treatment memos.
- Ensure quality control over financial transactions and financial reporting.
- Assist in negotiating business development activities with partners.
- Assist senior management in growing the business to maximize the long-term value of the Company.
- Assist the CEO in shareholder investor activities and investor relationship development.
- Provide input regarding International Operations and Sales, Research and Development, Regulatory Affairs and Quality Assurance, Manufacturing, and Purchasing.
- Manage a staff of 3-5 and coordinating finance activities in Mexico and Europe.

- Establish and maintain appropriate SOX controls and tests.
- Manage and comply with local, state, and federal government reporting requirements and tax filings.
- Manage external auditors, tax partners, and other external accounting contractors,
- Manage Finance Department within budget goals
- Review PCB reports for auditors.
- Coordinate insurance broker strategy and carrier meetings.
- Make recommendations for financing and accounting policies and implement if approved.
- Work as team member with executive and senior management teams in making recommendations to aggressively grow the Company to maximize the long-term value of the Company.
- Additional CFO duties as necessary.



