

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) **March 8, 2024**

**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 1.01 Entry into a Material Definitive Agreement.**

As previously disclosed, on December 15, 2023, Sonoma Pharmaceuticals, Inc. (the “Company”) entered into an Equity Distribution Agreement (the “Agreement”), with Maxim Group LLC (“Maxim”), pursuant to which the Company may offer and sell, from time to time, through Maxim, as sales agent or principal, shares of its common stock, \$0.0001 par value per share. On March 8, 2024, the Company entered into an amendment to the Agreement (“Amendment No. 1”) to provide for the sale of up to \$785,679 of additional shares under the Agreement.

Sales of shares of common stock under the Agreement, as amended by Amendment No. 1, will be made pursuant to the registration statement on Form S-3 (File No. 333-275311), which was declared effective by the U.S. Securities and Exchange Commission (the “SEC”) on November 20, 2023, and a related prospectus supplement filed with the SEC on March 8, 2024, for an aggregate offering price of up to \$785,679.

The foregoing summary of Amendment No. 1 and the original Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 1, which is filed herewith as Exhibit 1.1 to this Current Report on Form 8-K, and the original Agreement, which was filed as Exhibit 1.1 to the Company's Current Report on Form 8-K on December 18, 2023.

A copy of the opinion of Burns & Levinson, LLP relating to the legality of the issuance and sale of shares under the Agreement, as amended by Amendment No. 1, is attached hereto as Exhibit 5.1 to this Current Report on Form 8-K.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any shares under the Agreement, nor shall there be any sale of such shares in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

This report contains forward-looking statements. Forward-looking statements include, but are not limited to, statements that express the Company's intentions, beliefs, expectations, strategies, predictions or any other statements related to the Company's future activities, or future events or conditions. These statements are based on current expectations, estimates and projections about the Company's 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 the Company's Annual Report on Form 10-K and in other documents that the Company files from time to time with the SEC. Any forward-looking statements speak only as of the date on which they are made, and the Company does

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.**

Exhibit Number	Description
1.1*	<a href="#">Amendment No. 1 to Equity Distribution Agreement, by and between Sonoma Pharmaceuticals, Inc. and Maxim Group LLC., dated March 8, 2024.</a>
1.2	<a href="#">Equity Distribution Agreement, by and between Sonoma Pharmaceuticals, Inc. and Maxim Group LLC., dated December 15, 2023</a> (included as Exhibit 1.1 to the Company's Current Report on Form 8-K filed on December 18, 2023, and incorporated herein by reference).
5.1*	<a href="#">Opinion of Burns &amp; Levinson, LLP</a>
23.1	Consent of Burns & Levinson, LLP (included in <a href="#">Exhibit 5.1</a> ).
104	Cover Page Interactive Data File (formatted in Inline XBRL in Exhibit 101).

\* Filed herewith.

**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: March 8, 2024

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

AMENDMENT NO. 1  
TO  
EQUITY DISTRIBUTION AGREEMENT

March 8, 2024

Maxim Group LLC  
300 Park Avenue, 16th Floor  
New York, New York 10022

Ladies and Gentlemen:

Sonoma Pharmaceuticals, Inc., a Delaware corporation (the “*Company*”), and Maxim Group LLC, as sales agent (the “*Agent*”), are parties to that certain Equity Distribution Agreement dated as of December 15, 2023 (the “*Original Agreement*”). The Company and the Agent desire to amend the Original Agreement as set forth in this agreement (this “*Amendment No. 1*”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1. Section 2(d) is hereby deleted and replaced in its entirety with the following:

“(d) The Company and the Agent agree that beginning as of the date of the Original Agreement, the Agent was not, and shall not be, required to sell any certain number of shares or dollar amount of Common Stock, whether based on the daily trading volume of the Common Stock or otherwise, and that the Agent will use its commercially reasonable efforts consistent with its normal trading and sales practices to sell any such Shares on the Company’s behalf as requested to be sold by the Company, subject to the conditions set forth in the Original Agreement and applicable law.”

2. Section 3(dd) is hereby deleted and replaced in its entirety with the following:

“(dd) The parties hereto are also party to that certain Placement Agency Agreement, dated October 30, 2023 (the “*2023 Placement Agency Agreement*”). The Company and the Agent agree that the Agent hereby provides a one-time waiver of Section 4(q) of the 2023 Placement Agency Agreement for any Shares sold under this Agreement pursuant to the prospectus, dated March 8, 2024, with respect to up to \$785,679 of shares of Common Stock. Except as specifically set forth herein, the terms set forth in the 2023 Placement Agency Agreement shall continue to apply as set forth therein.”

3. **No Other Changes.** Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

4. **Entire Agreement; Amendment; Severability; Headings.** This Amendment No. 1 together with the Original Agreement (including all schedules and exhibits attached hereto and transaction notices issued pursuant hereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. Neither this Amendment No. 1 together with the Original Agreement nor any term hereof or thereof may be amended except pursuant to a written instrument executed by the Company and the Agent. In the event that any one or more of the provisions contained herein or therein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Amendment No. 1 together with the Original Agreement. All references in the Original Agreement to the “Agreement” shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to “date of this Agreement” in the Original Agreement shall continue to refer to the date of the Original Agreement.

5. **Governing Law.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of New York, including Section 5-1401 of the General Obligations Law of the State of New York, but otherwise without regard to conflict of laws rules that would apply the laws of any other jurisdiction.
6. **Counterparts.** This Amendment No. 1 may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or a .pdf or other electronic format file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf or other electronic signature page were an original thereof.
7. **Waiver of Jury Trial.** Each of the Company and the Agent hereby waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this Amendment No. 1 or the transactions contemplated hereby.
8. **Submission to Jurisdiction.** The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or United States federal court sitting in The City of New York, Borough of Manhattan, over any suit, action or proceeding arising out of or relating to this Agreement, the Prospectus, the Registration Statement, or the offering of the Shares. The Company irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. To the extent that the Company has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding including without limitation, any immunity pursuant to the U.S. Foreign Sovereign Immunities Act of 1976, as amended. Each of the Agent and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the Supreme Court of the State of New York, New York County, or in the United States District Court for the Southern District of New York and agrees that service of process upon the Company mailed by certified mail or delivered by Federal Express via overnight delivery to the Company’s address shall be deemed in every respect effective service of process upon the Company in any such suit, action or proceeding, and service of process upon the Agent mailed by certified mail or delivered by Federal Express via overnight delivery to the Agent’s address shall be deemed in every respect effective service of process upon such Agent in any such suit, action or proceeding.

[Signature Page Follows]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company the enclosed duplicate of this Amendment No. 1 to Original Agreement, whereupon this letter and your acceptance shall represent a binding agreement between the Company and the Agent in accordance with its terms.

Very truly yours,

**SONOMA PHARMACEUTICALS, INC.**

By: /s/ Amy Trombly

Name: Amy Trombly

Title: President and Chief Executive Officer

Confirmed as of the date first above mentioned.

**MAXIM GROUP LLC, as Agent**

By: /s/ Clifford A. Teller

Name: Clifford A. Teller

Title: Co-President

*[Signature Page to Amendment No. 1 to the Equity Distribution Agreement]*



March 8, 2024

Sonoma Pharmaceuticals, Inc.  
5445 Conestoga Court  
Suite 150  
Boulder, CO 80301

Dear Ladies and Gentlemen:

We have acted as legal counsel to Sonoma Pharmaceuticals, Inc., a Delaware corporation (the "Company"), in connection with the offering and sale by the Company of shares (the "Shares") of the Company's common stock, par value \$0.0001 per share ("Common Stock"), having an aggregate offering price of up to \$785,679 to be offered and sold from time to time pursuant to a prospectus supplement dated March 8, 2024 (the "Prospectus Supplement") and the accompanying prospectus dated November 22, 2023 (together with the Prospectus Supplement, the "Prospectus") that form part of the Company's registration statement on Form S-3 (File No. 333-275311) (together with the Prospectus, the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Shares are to be sold by the Company through or to Maxim Group LLC (the "Sales Agent"), as sales agent and/or principal, in accordance with that certain Equity Distribution Agreement, dated December 15, 2023 and as amended on March 8, 2024 by and between the Company and the Sales Agent (the "Equity Distribution Agreement"), as described in the Prospectus Supplement.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement, including the Prospectus Supplement, (ii) a specimen certificate representing the Common Stock, (iii) the Equity Distribution Agreement, (iv) the Company's Restated Certificate of Incorporation, as currently in effect, (v) the Company's Bylaws, as currently in effect, and (vi) certain resolutions adopted by the Board of Directors of the Company and committees thereof with respect to the Equity Distribution Agreement and the issuance of the Shares. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates of public officials, certificates of officers or other representatives of the Company and others, and such other documents, certificates and records, as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

In our examination, we have assumed and have not verified (i) the legal capacity of all natural persons, (ii) the genuineness of all signatures, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity with the originals of all documents supplied to us as copies, (v) the accuracy and completeness of all corporate records and documents made available to us by the Company, (vi) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed; and (vii) that the foregoing documents, in the form submitted to us for our review, have not been altered or amended in any respect material to our opinion stated herein. We have relied as to factual matters upon certificates from officers of the Company and certificates and other documents from public officials and government agencies and departments and we have assumed the accuracy and authenticity of such certificates and documents. We have further assumed that the Shares will be issued and delivered in accordance with the terms of the Equity Distribution Agreement.

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For purposes of the opinion set forth below, we refer to the following as "Future Approval and Issuance": (a) the approval by the Company's board of directors (or a duly authorized committee of the board of directors) of the issuance of the Shares (the "Approval") and (b) the issuance of the Shares in accordance with the Approval and the receipt by the Company of the consideration (which shall not be less than the par value of such Shares) to be paid therefor in accordance with the Approval.

Based on the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, as of the date hereof, we are of the opinion that the Shares have been duly authorized for issuance, and upon Future Approval and Issuance, will be validly issued, fully paid and non-assessable.

For purposes of our opinion above, we express no opinion as to the law of any jurisdiction other than the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing). No opinion is expressed herein with respect to the qualification of the Shares under the securities or blue sky laws of any state or foreign jurisdiction. The opinion expressed herein is given as of this date, and we do not undertake to supplement this opinion with respect to any events or changes occurring subsequent to the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K to be filed with the Commission in connection with the offering and to the use of our name under the caption "Legal Matters" in the Prospectus Supplement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Burns & Levinson LLP

Burns & Levinson LLP

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