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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K/A**  
(Amendment No. 1)

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 29, 2021

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**Central Garden & Pet Company**

(Exact name of Registrant as Specified in its Charter)

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Delaware  
(State or Other Jurisdiction of  
Incorporation)

001-33268  
(Commission  
File Number)

68-0275553  
(I.R.S. Employer  
Identification Number)

1340 Treat Boulevard, Suite 600, Walnut Creek, California 94597  
(Address of Principal Executive offices) (Zip Code)

(925) 948-4000  
(Registrant's Telephone Number, including Area Code)

Not Applicable  
(Former Name or Former Address, if changed since last report)

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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	CENT	The NASDAQ Stock Market LLC
Class A Common Stock	CENTA	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 (§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.

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## Introductory Note

This Amendment is related to the 8-K filed on 4/21/22.

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

As previously reported, on November 29, 2021, George A. Yuhás, General Counsel and Secretary of Central Garden & Pet Company (the “Company”) informed the Company of his intent to retire during 2022 once the Company appointed his successor. Mr. Yuhás’s resignation as General Counsel became effective on April 4, 2022 upon the appointment of the Company’s new general counsel.

On June 6, 2022, the Company entered into an amendment to Mr. Yuhás Employment Agreement effective March 1, 2011 (the “Amendment”), pursuant to which Mr. Yuhás has agreed to continue during a transition period to facilitate the onboarding of the new general counsel. Pursuant to the Amendment, Mr. Yuhás will continue on a full-time basis through June 30, 2022 at his existing base salary. From July 1, 2022 until December 31, 2022, Mr. Yuhás will transition to a part-time basis at a rate of 60% of his current monthly salary and will be eligible to participate in the Company’s fiscal 2022 bonus plan at a target bonus rate of 40% of his actual salary in fiscal 2022. Effective January 1, 2023, Mr. Yuhás will become a legal consultant for a period of 18 months. During the consulting period, he will make himself available for at least 30 hours per month and will be paid 15% of his current month salary. He will also be paid a lump sum amount of \$118,000 within 30 days January 1, 2023 as partial consideration for entering into the Amendment.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Title or Description</u>
10.1	<a href="#">Amendment No. 1 dated June 6, 2022 to Employment Agreement effective March 1, 2011 between the Company and George Yuhás.</a>
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

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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.

CENTRAL GARDEN & PET COMPANY

By:           /s/ Joyce McCarthy            
Joyce McCarthy  
General Counsel

Dated: June 7, 2022

**FIRST AMENDMENT TO EMPLOYMENT AND POST-EMPLOYMENT CONSULTING AGREEMENTS**

WHEREAS, Central Garden & Pet Company (“Company”) and George Yuhas (“Executive”) entered into an Employment Agreement effective March 1, 2011 (“Employment Agreement”) and associated Post-Employment Consulting Agreement (“Consulting Agreement”);

WHEREAS, the parties now want to amend such agreements in a manner that accommodates the interests of both parties; and

WHEREAS, Executive and Company recognize that each party has been provided adequate consideration for entering into this First Amendment to the Employment and Post-Employment Consulting Agreements (“First Amendment”).

IT IS HEREBY AGREED AS FOLLOWS:

1. Executive’s employment under the Employment Agreement shall continue through December 31, 2022 for the compensation and at the level of commitment provided in paragraph 2 below.
2. Commencing April 4, 2022, Executive shall have the title Senior Counsel and shall no longer serve as the Company’s General Counsel. Executive shall continue to devote full time to his Services for the Company through June 30, 2022 both to continue existing duties as directed by the General Counsel and to facilitate a smooth transition of responsibilities. Executive shall continue to receive his existing base salary through June 30, 2022. The period during which Executive continues to devote full time to his services may be extended by mutual written agreement of the parties.
3. For the period July 1, 2022 through December 31, 2022, Executive shall be paid on a bi-weekly basis at a rate of 60% of his current base monthly salary compensation. Executive shall be eligible to participate in Company’s bonus plan for the 2022 fiscal year at a target bonus rate of 40% applied to the aggregate actual salary paid in fiscal 2022. Executive shall not be entitled to additional option or other equity grants by reason of his employment during this period, nor shall he accrue vacation. The expected work commitment from Executive during this period shall be reduced in proportion to the reduction in base compensation and Executive shall perform Services as directed by the General Counsel at such times and in a manner as are mutually agreed by the parties. The period of Executive’s part-time employment may be extended by mutual written agreement of the parties.
4. Absent any extension, Executive’s employment shall terminate as of December 31, 2022. No further notice of employment termination by either Executive or the Company shall be required.
5. Effective upon the termination of his employment, Executive will become a consultant to the Company and shall provide continuing legal counsel and strategic advice to the Company, including with respect to litigation, employment law, ethics and compliance (including internal investigations), mergers and acquisitions and any other projects Executive was involved in while employed by the Company and other mutually agreed subject matter areas or projects (“Legal Consulting Services”). Legal Consulting Services shall be performed at such times and in such a manner as is mutually agreed at the commitment levels and for

the compensation set forth below. In addition, Executive shall be paid the lump sum amount of \$118,000 within 30 days of January 1, 2023 as partial consideration of entering into this First Amendment and for other considerations. Said partial consideration shall be paid regardless of the death or disability of Executive prior to the commencement of Legal Consulting Services. Concurrent with such payment, Executive shall be paid for any accrued but unused vacation as of his last day of full-time employment.

6. During the eighteen-month period following the commencement of Legal Consulting Services (the "Consulting Period"), Executive shall make himself available to devote at least an average of thirty hours per month to perform Consulting Services and shall be paid on a monthly basis at a rate of 15% of his current base monthly salary compensation. During the Consulting Period, options and restricted stock previously granted to Executive shall continue to vest. In the event of Executive's death or disability during the Consulting Period, any previously-granted options or restricted stock shall immediately vest, and Executive's representative or estate shall have 12 months from the date of death or disability to exercise vested options. If and to the extent that Executive is asked to devote hours to Legal Consulting Services in addition to the average number of hours provided above and Executive obtains advance written approval to work such additional hours, Executive shall be compensated for such additional hours at a rate of \$200 per hour.

7. Except insofar as the terms of this First Amendment are inconsistent with terms in the Employment Agreement or the Post-Employment Consulting Agreement previously executed by the parties, the terms of those agreements shall remain in full force and effect and remain binding on Executive and the Company.

Dated: 6/6/22

/s/ George Yuhas

George Yuhas

Dated: 6/3/22

Central Garden & Pet Company

By: /s/ Joyce McCarthy