
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): September 29, 2022

Central Garden & Pet Company

(Exact name of Registrant as Specified in its Charter)

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)

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. ☐

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

On September 29, 2022, Central Garden & Pet Company (the “Company”) and Timothy P. Cofer, the Company’s Chief Executive Officer, entered into an amendment (the “Amendment”) to Mr. Cofer’s Employment Agreement dated effective October 14, 2019. Pursuant to the Amendment, certain retention payments that were previously due on October 14, 2023 and 2024 will be deferred until October 14, 2028 and 2029, respectively. Mr. Cofer must be continuously employed by the Company until October 14, 2023 to receive the 2028 payment and until October 14, 2024 to receive the 2029 payment, which is consistent with his original Employment Agreement.

A copy of the Amendment is filed as Exhibit 10.1 to this Current Report on Form8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Title or Description</u>
10.1	<u>Employment Agreement Amendment effective September 29, 2022 between Central Garden & Pet Company and Timothy P. Cofer.</u>
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

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 and Secretary

Dated: October 3, 2022

EMPLOYMENT AGREEMENT AMENDMENT

This Agreement (the “Amendment”) is made as of the last date written on the signature page below (the “Effective Date”) by and between Central Garden & Pet Company (the “Company”) and Timothy P. Cofer (“Executive”).

WHEREAS, Executive entered into an Employment Agreement effective as of October 14, 2019 (the “Employment Agreement”);

WHEREAS, Executive is hereby provided an irrevocable election to defer for a period of not less than five years certain payments under the Employment Agreement that, if earned, are otherwise payable more than 12 months after the Effective Date (the “Election”);

WHEREAS, the Election shall take effect 12 months after the Effective Date; and

WHEREAS, the parties desire to amend the Employment Agreement to reflect the Election;

THEREFORE, the parties agree as follows:

1. Prior Agreement. The Employment Agreement is incorporated herein by reference and shall continue in effect except as amended herein.

2. Retention Payments. Section 9 of the Employment Agreement is amended in its entirety to read as follows:

Retention Payments: The Company shall make payments to Executive on October 14, 2022, 2028 and 2029 (the “Payment Dates”), but if and only if Executive has been continuously employed by the Company from the Effective Date to (i) to the Payment Date with respect to the payment to be made in 2022; (ii) October 14, 2023 with respect to the payment to be made in 2028 and (iii) October 14, 2024 with respect to the payment to be made in 2029 (the “Retention Dates”) or has been terminated by the Company without cause. The amount of each of such of payments shall be \$1,900,000 plus compound annual interest at the rate of 8% per year from October 14, 2019.

The payments shall be made in vested Company stock or at the option of the Company in cash or in a combination of cash and vested Company stock upon not less than 60 days prior written notice to Executive. The Company will in all cases make these payments to Executive on the Payment Dates except in the case of termination of employment by Executive or termination of employment of Executive by the Company with cause prior to the applicable Retention Date (in which cases no payment will be made). The Fair Market Value of any shares to be delivered pursuant to this Section 9 shall be determined by the Board of Directors or the Compensation Committee in its sole discretion.

For the avoidance of doubt, in the event of the death of Executive prior to any Payment Date, the obligation of the Company to make such payment shall not be affected except that the Company shall make such payment on the applicable Payment Date(s) to the Timothy P. Cofer 2010 Living Trust, dated July 21, 2010, as amended.

3. Entire Agreement. This Amendment constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by all parties hereto.

AGREED AND ACCEPTED BY:

/s/ Timothy P. Cofer

Timothy P. Cofer
Date: September 28, 2022

Central Garden & Pet Company

By: /s/ William E. Brown

Name: William E. Brown

Date: September 29, 2022