

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): January 11, 2022

**EzFill Holdings, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**001-40809**

(Commission  
File Number)

**83-4260623**

(IRS Employer  
Identification No.)

**2125 Biscayne Blvd, Miami, FL 33137**

(Address of Principal Executive Offices)

**305-791-1169**

(Registrant's Telephone Number, Including Area Code)

(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, \$0.0001	EZFL	NASDAQ Capital Market

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 Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 11, 2022, EzFill Holdings, Inc. (the "Company"), appointed Mr. Michael DeVoe as the Chief Operating Officer of the Company. Mr. DeVoe's employment start date is no later than January 31, 2022.

Effective January 17, 2022, Cheryl Hanrehan resigned as the Company's Chief Operating Officer. Ms. Hanrehan's resignation as Chief Operating Officer was not because of any disagreement with the Company on any matter relating to the Company's operations, policies or practices, including accounting principles and practices. Ms. Hanrehan will continue to serve as a member of the Company's board of directors.

*Michael DeVoe*, age 50, has served in executive positions at several oil and gas distribution companies. From May 2019 until January 2022, Mr. DeVoe was the Chief Operating Officer for Atlas Oil Company where his responsibilities included sales, operations, logistics and business intelligence. From January 2017 to May 2019, Mr. DeVoe was the president of First Coast Propane. From June 2011 to January 2017, Mr. DeVoe was the Executive Vice President of Paraco Gas Corporation. Mr. DeVoe received a Bachelor of Arts from the University of Akron.

Mr. DeVoe does not have a family relationship with any director or executive officer of the Company or person nominated or chosen by the Company to become a director or executive officer, and there are no arrangements or understandings between Mr. DeVoe and any other person pursuant to which Mr. DeVoe was selected to serve as Chief Operating Officer of the Company.

Mr. DeVoe is serving as the Company's Chief Operating officer pursuant to the terms of an Offer Letter between him and the Company (the "Offer Letter"). Mr. DeVoe will receive an annual base salary of \$225,000 and will be part of the Company's bonus program with a yearly bonus potential of 40% of his base salary, which bonus will be based on the achievement of mutually agreeable objectives to be determined by Mr. DeVoe and the Company.

Mr. DeVoe will also receive a signing bonus of \$75,000 bonus worth of the Company's common stock (the "Signing Shares"). The number of Signing Shares was based on the closing price of the Company's stock on January 11, 2022 and as result, Mr. DeVoe will receive 53,571 Signing Shares which will vest one-half (1/2) on the first anniversary of Mr. DeVoe's employment start date and one-half (1/2) on the second anniversary of Mr. DeVoe's employment start date.

Additionally, Mr. DeVoe will be entitled to receive equity awards under the Company's Incentive Compensation Plan equal to 50% of his base salary. Twenty-Five percent (25%) of such grant will be in the form of restricted common stock (the "RCSs") and the remaining Seventy-Five percent (75%) of such grant will be in the form of options to purchase the Company's common stock (the "Options"). The RCSs shall vest on the first anniversary of the day they were granted. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted and shall expire 5 years following their vesting.

The foregoing description of the terms of the Agreement does not purport to be a complete description and is qualified in its entirety by reference to the Offer Letter, which is attached hereto as Exhibit 10.1 and is incorporated by reference in its entirety into this Item 5.02.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Employment Offer Letter, January 11, 2022</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 18, 2022

**EZFILL HOLDINGS, INC.**

*/s/ Arthur Levine*

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Arthur Levine  
Chief Financial Officer

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Date: January 11, 2022

To: Michael DeVoe

Via Email

Dear Michael

On behalf of EzFill Holdings, Inc. (the "Company"), I am pleased to offer you the position of Chief Operating Officer ("COO"). As COO you will be reporting to the Company's CEO and working out of our Miami offices. Your Employment Start Date will be no later than January 31, 2022.

**Base Salary.** Your annual-base salary will be \$18,750.00 per month (\$225,000 annually), less applicable taxes, deductions, and withholdings, paid monthly and subject to annual review ("Base Salary"). You will be paid on the Company's regularly scheduled payday.

**Signing Bonus.** As added consideration for you joining the Company, on your Employment Start Date, the Company will issue you a signing bonus of \$75,000 worth of the Company's common stock (the "Signing Shares"). The amount of Signing Shares which you receive will be based on the closing price of the stock on the date this offer letter is executed. The Signing Shares will vest  $\frac{1}{2}$  on the first anniversary of your Employment Start Date and  $\frac{1}{2}$  on the second anniversary of your Employment Start Date. If your employment is terminated for any reason prior to the full vesting of the Signing Shares, the unvested portion shall be returned to the Company.

**Annual Performance Cash Bonus.** Upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every year, you will be eligible for an annual cash bonus of 40% of your base salary. Your KPI's will be set by the mutual agreement of the Company and yourself within 30 days from your Employment Start Date (the "Cash Performance Bonus"). The Failure to establish KPI's which is not the fault of the Company will exclude you from eligibility for the Performance Bonus. To qualify for the Cash Performance Bonus, you must meet the KPI's.

**Equity Awards.** As a "C-Suite" executive with the Company, you will be entitled to receive equity awards under the Company's Incentive Compensation Plan, (the "Incentive Plan"). The aggregate annual award value under the Incentive Plan will be equal to 50% of your Base Salary, as adjusted from time to time, (the "Grant"). Twenty-Five percent (25%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining Seventy-Five percent (75%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"). The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted, the RCS grant will include a cash payment upon vesting to cover expected ordinary income tax charges and will be calculated at the highest individual personal income tax rate ("Gross Up"). The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) provided that you satisfy the KPIs and the other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting.

**Benefits.** You are eligible to participate in all of the Company's benefit plans as available at no cost to you.

**Business Expense & Travel Reimbursement.** Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment.

**Relocation Payment.** The Company will reimburse your relocation costs up to \$35,000, less applicable taxes, deductions, and withholdings. If your employment with the Company is terminated for any reason prior to the end of the Term, you will return the full amount of the relocation payment to the Company. Part of the consideration for the Company making this offer is your agreement to relocate to a mutually agreeable location in Dade, Broward or Palm Beach County, within 8 months from the date this offer letter is executed. Additionally, until such time that you relocate, you commit to being in Miami, at EzFill's headquarters three weeks out of each month. As stated above, the Company will reimburse reasonable travel expenses incurred, subject to you submit proper expense reports to the Company.

**Paid Time Off.** You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 160 hours, or 20 days (based upon an eight-hour workday), per year.

**Term and Termination.** The initial term shall be two (2) years commencing on your Employment Start Date (the "Term"). At the end of the Term, your employment will be renewed automatically for additional one-year terms, unless the Company provides you with a notice of non-renewal at least 15 days prior to the end of the Term.

**Termination by the Company for Cause.** You may be terminated by the Company immediately and without notice for "Cause." "Cause" shall mean: (i) your willful material misconduct; or (ii) your willful failure to materially perform your responsibilities to the Company. "Cause" shall be determined by the Company after conducting a meeting where you can be heard on the topic.

**Termination Without Cause:** The Company may terminate your employment without Cause not earlier than 3 months following your Employment Start Date. Upon Termination Without Cause the Company will (i) continue payment of your Base Salary for additional number of months equal to the number of months of your actual employment prior to the termination, capped at 3 months maximum payment. In all types of terminations or voluntary resignation on your part, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested). The foregoing is your sole entitlement to severance payments and benefits in connection with the termination of your employment.

**Employment At-Will.** Your employment with the Company is at will, and neither this letter nor any other oral or written representations may be considered a contract for any specific period of time. We recognize that you retain the option, as does the Company to end the employment relationship at any time, with or without notice and with or without cause. The Company is an equal opportunity employer.

**Death and Disability.** In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a "Disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment. In the event your employment is terminated due to death or Disability, you (or your estate in case of death) shall be eligible to receive the separation benefits (in lieu of any severance payments): all unpaid Base Salary amounts, and all outstanding and fully vested stock options and other equity awards.

**Confidentiality and No Conflict with Prior Agreements.** As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with

your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

**Obligations.** During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by the Company's Corporate Governance Guidelines.

**Non-competition.** You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company, including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

**Background Check.** You represent that all information provided to the Company or its agents with regard to your background is true and correct.

We look forward to you joining the Company. Please indicate your acceptance of this offer by signing below and returning an executed copy of this offer to me at your earliest convenience.

This offer letter shall be governed by the laws of the State of Florida, and you submit to the exclusive jurisdiction and venue of the courts situated in the State of Florida, County of Miami-Dade for all disputes, claims, or complaints arising out of this offer letter.

Sincerely,

*/s/Michael McConnell*

Michael McConnell, CEO

I accept this offer of employment with EzFill Holdings, Inc. and agree to the terms and conditions outlined in this letter.

*/s/ Michael A. DeVoe*

January 11, 2022

Date

January 31, 2022

Employment Start Date