

Ethos Environmental, Inc.  
Form 8-K  
December 14, 2007

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**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): **December 12, 2007**

**ETHOS ENVIRONMENTAL, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of Incorporation)

**000-30237**  
(Commission File Number)

**88-0467241**  
(IRS Employer  
Identification Number)

**6800 Gateway Park Drive  
San Diego, CA 92154**

(Address of principal  
executive offices)

**619-575-6800**  
(Registrant's Telephone  
Number)

(Former name or former address, if changed since last report)

Copy of all Communications to:

**Luis Carrillo  
SteadyLaw Group, LLP  
501 W. Broadway, Suite 800  
San Diego, CA 92101  
main phone: 619.399.3090  
fax: 619.330.1888**

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:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

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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))

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

**Employment Agreement with Enrique de Vilморin.**

On December 12, 2007, Ethos Environmental, Inc. (the “Company”) entered into an employment agreement (the “Vilморin Agreement”) with Enrique de Vilморin defining the terms of his employment with the Company as Chief Executive Officer. The effective date of the Vilморin Agreement is effective January 1, 2007 (the “Effective Date”). The initial term of Mr. Vilморin’s employment under the Vilморin Agreement is for five (5) years (unless earlier terminated in accordance with the terms of the Vilморin Agreement).

**THE DESCRIPTION SET FORTH HEREIN OF THE TERMS AND CONDITIONS OF THE VILMORIN AGREEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT OF SUCH AGREEMENT, WHICH IS ATTACHED HERETO AS EXHIBIT 10.1.**

Pursuant to the Vilморin Agreement, Mr. Vilморin’s annual base salary is \$360,000 subject to annual review and, within the discretion of the Board of Directors, adjustment. Mr. Vilморin is eligible to receive a bonus at the discretion of the Board of Directors, with such bonus payable in cash, shares and/or options. Mr. Vilморin is also entitled to participate in benefit programs generally available to Company employees, when and if such benefits become available.

Pursuant to the Vilморin Agreement, Mr. Vilморin received 5,000,000 shares (the “Vesting Shares”) of the Company’s common stock, par value \$0.0001 per share, as bonus consideration for services rendered and for services to be rendered under the Vilморin Agreement. The Vesting Shares are subject to a repurchase option by the Company, and are also subject to a vesting schedule as set forth in the Vilморin Agreement.

Mr. Vilморin has the right, under the Vilморin Agreement, to resign his employment with “Good Reason,” as that term is defined in the Vilморin Agreement. The Company has the right, under the Vilморin Agreement, to terminate Mr. Vilморin’s employment at any time for “Cause,” as that term is defined in the Vilморin Agreement. Termination for Cause for certain act(s) or failure(s) to act would not take effect unless and until the Company gives Mr. Vilморin written notice of the Company’s intention to terminate his employment for Cause, stating in detail the particular act(s) or failure(s) to act that constitute the grounds on which the proposed termination for Cause is based, and an opportunity to cure such conduct, if possible. Either party may terminate the Vilморin Agreement for any reason upon proper written notice in accordance with the terms of the Vilморin Agreement.

Pursuant to the Vilморin Agreement, Mr. Vilморin’s employment with the Company will terminate upon his death or in the event he has a “Disability,” as such term is defined in the Vilморin Agreement.

If Mr. Vilморin’s employment is terminated by the Company without Cause or by Mr. Vilморin with Good Reason, the Vilморin Agreement provides for payment of Mr. Vilморin’s base salary through the date of termination.

Subject to the terms of the Vilморin Agreement, Mr. Vilморin is prohibited from competing with the Company following termination of his employment for any reason, and is also prohibited from soliciting any of the Company’s employees or affiliates.

A copy of the Vilморin Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

In exchange for an aggregate of \$350,000 cash investment received on December 13, 2007, the Company issued a promissory note to Brian Quinn. The promissory note is in the original principal amount of \$350,000 and bears no interest. The promissory note is due on December 13, 2008, or upon completion of a financing for an amount equal to or greater than \$350,000, whichever comes first. The foregoing description of the Promissory Note is not complete and is qualified in its entirety by reference to the Promissory Note, which is attached as Exhibit 99.1.

**Item 8.01 Other Events**

On December 12, 2007, the Company retained the services of Rancho Santa Fe based Netgain Financial, Inc. ("Netgain") to handle all investor relations matters.

Netgain may be contacted as follows:

**Barron Hess  
Netgain Financial Inc.  
PO Box 651  
Rancho Santa Fe, CA 92067  
Tel. No.: (877) ETHOS IR**

**Item 9.01 Financial Statements and Exhibits.**

(a) Not applicable

(b) Not applicable

(c) Not applicable

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
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10.1	Employment Agreement by and between Ethos Environmental, Inc. and Enrique de Vilmorin dated December 12, 2007
99.1	Promissory Note

**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 thereunto duly authorized.

Date: December 14, 2007

Ethos Environmental, Inc.

By: /s/ Thomas W. Maher

Thomas W. Maher,

CFO

