

# ONCE UPON A FARM, PBC

## **FORM 8-K** (Current report filing)

Filed 05/06/26 for the Period Ending 05/05/26

Address	2111 SAN PABLO AVENUE, SUITE 2216 BERKELEY, CA, 94702
Telephone	3106941590
CIK	0001696556
Symbol	OFRM
SIC Code	2000 - Food and kindred products
Industry	Food Processing
Sector	Consumer Non-Cyclicals
Fiscal Year	12/31

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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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): May 05, 2026**

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**Once Upon a Farm, PBC**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-43108**  
(Commission File Number)

**47-3648280**  
(IRS Employer  
Identification No.)

**950 Gilman Street, Suite 100**  
**Berkeley, California**  
(Address of Principal Executive Offices)

**94710**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (888) 983-1606**

(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:

- 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, par value \$0.0001 per share	OFRM	New York Stock Exchange

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

Once Upon a Farm, PBC, a Delaware public benefit corporation (the “Company”), previously entered into that certain Amended and Restated Personal Brand Services and Spokesperson/Co-Founder Master Agreement, dated as of June 10, 2025 (the “Amended and Restated Agreement”), by and between the Company and Jennifer Garner (the “Spokesperson”), pursuant to which the Spokesperson provides personal brand and spokesperson services to the Company. On May 5, 2026, the Company entered into the first amendment to the Amended and Restated Agreement (the “Amendment”) to pay additional cash consideration in exchange for the Spokesperson’s performance of certain advertising, marketing, and promotional activities. The additional cash consideration payable pursuant to the Amendment is \$3.0 million, which is to be paid over a two-year period beginning in January 2027, subject to the Spokesperson’s continued service through each payment date, as specified in the Amendment. In the event of a change of control of the Company (as defined by the Amended and Restated Agreement) or termination of the Amended and Restated Agreement, as amended, by the Company for reasons other than for cause or by the Spokesperson for good reason, any remaining unpaid portion of the \$3.0 million cash consideration would be accelerated and paid in full. The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1+	<a href="#">First Amendment to the Amended and Restated Personal Brand Services and Spokesperson/Co-Founder Master Agreement, dated as of May 5, 2026, by and between the Spokesperson and Once Upon a Farm, PBC</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

+ A management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to Item 601 of Regulation S-K.

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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.

**ONCE UPON A FARM, PBC**

Date: May 6, 2026

By: /s/ Chris Folena  
Name: Chris Folena  
Title: Chief Accounting Officer

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**FIRST AMENDMENT TO AMENDED AND RESTATED PERSONAL BRAND SERVICES AND  
SPOKESPERSON/CO-FOUNDER  
MASTER AGREEMENT**

This First Amendment (this “**First Amendment**”) to the Amended and Restated Personal Brand Services and Spokesperson/Co-Founder Master Agreement (the “**Amended and Restated Agreement**”) is entered into by and between [\*\*\*] f/s/o Jennifer Garner (together, “**Spokesperson**”) and Once Upon a Farm, PBC, a Delaware public benefit corporation (the “**Company**”), and is dated as of May 5, 2026 and effective as of March 1, 2026 (the “**First Amendment Effective Date**”). Spokesperson and the Company shall be referred to as the “**Parties**” and each a “**Party**”. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings set forth in the Amended and Restated Agreement.

**RECITALS**

**WHEREAS**, the Parties desire to amend the Amended and Restated Agreement as provided herein, effective as of the First Amendment Effective Date; and

**WHEREAS**, Section 12(g) of the Amended and Restated Agreement provides that the Amended and Restated Agreement may not be amended or modified except by a written agreement executed by the Parties or their respective successors.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Amended and Restated Agreement as follows:

1. **Amendment to Section 5 of the Amended and Restated Agreement**. Section 5 of the Amended and Restated Agreement is hereby amended and restated as follows:

“5. **Cash Compensation**. Spokesperson shall be paid the following cash payments by wire transfer of immediately available funds to a bank account to be designated in writing by Spokesperson:

- \$1 million, paid on January 15, 2027
- \$1 million, paid on January 15, 2028
- \$1 million, paid on December 15, 2028

Except as set forth in the following sentence, these cash payments shall be subject to Spokesperson’s continued performance of services under this Amended and Restated Agreement through the applicable payment date. These cash payments shall be accelerated in full in the event of (a) any Change in Control (as defined in the 2021 Omnibus Incentive Plan) or (b) a termination of this Amended and Restated Agreement by the Company other than for Cause (as defined below) or by Spokesperson for Good Reason (as defined below, but excluding for this purpose Section 8(a)(i) and clause (B) of Section 8(a)(iii)).”

2. **Miscellaneous**.

(a) Except as expressly amended hereby, the Amended and Restated Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. From and after the First Amendment Effective Date, any reference to “this Amended and Restated Agreement” or “hereto” in the Amended and Restated Agreement and any reference to “the Amended and Restated Agreement” in this First Amendment or in any other document or instrument executed or delivered in connection therewith or herewith shall be construed as a reference to the Amended and Restated Agreement as amended by this First Amendment.

(b) The Amended and Restated Agreement, as amended by this First Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, with respect thereto are expressly superseded hereby.

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(c) This First Amendment shall be governed by and interpreted and construed in accordance with the laws of the State of California, without regard to the choice of law principles thereof.

(d) This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*[Signature Page Follows]*

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

**BY ONCE UPON A FARM, PBC:**

By: /s/ John Foraker  
Name: John Foraker  
Title: Chief Executive Officer

May 5, 2026  
Date

**BY [\*\*\*]:**

By: /s/ Jennifer Garner  
Name: Jennifer Garner

May 5, 2026  
Date

*[Signature Page to First Amendment to Amended and Restated Agreement]*

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