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

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

**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 7, 2018**

**CANCER GENETICS, INC.**  
(Exact Name of Registrant as Specified in its Charter)

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

**001-35817**  
(Commission  
File Number)

**04-3462475**  
(IRS Employer  
Identification No.)

**201 Route 17 North 2nd Floor, Rutherford, New Jersey 07070**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code **(201) 528-9200**

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined by Rule 405 of the Securities Act of 1933 (17 §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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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### **Explanatory Note**

This Amendment No. 1 to the Current Report on Form 8-K (this “Amendment”) amends the information disclosed in the Current Report on Form 8-K filed on November 14, 2018 (the “Original Form 8-K”) by Cancer Genetics, Inc. (the “Company”) which, among other things, announced the appointment of M. Glenn Miles as Chief Financial Officer of the Company, effective as of November 26, 2018. At the time of filing of the Original Form 8-K, the Company and Mr. Miles had not yet finalized the compensation and other arrangements pertaining to Mr. Miles in connection with his appointment as Chief Financial Officer. Accordingly, the sole purpose of this Amendment is to provide Mr. Miles’ compensation and other arrangements in connection with his appointment as Chief Financial Officer.

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

On November 16, 2018, the Company and Mr. Miles entered into an offer letter with respect to Mr. Miles' appointment as Chief Financial Officer of the Company effective November 26, 2018 (the "Offer Letter"). The Offer Letter provides for, among other things, (i) an annual base salary of \$300,000 and (ii) eligibility for an annual cash bonus of up to 30% of his base salary. Pursuant to the terms of the Offer Letter and subject to continued employment, the Company will grant to Mr. Miles an option to purchase 100,000 shares of the Company's common stock. The Offer Letter has an initial one year term and automatically renews for additional one-year terms.

The description of the Offer Letter is not complete and is qualified in its entirety by reference to the full text thereof, which is filed as an exhibit to this Form 8-K and incorporated by reference herein.

The Company will also enter into an indemnification agreement with Mr. Miles (the "Indemnification Agreement"), in the Company's standard form which has been previously entered into by the Company with each of the Company's directors and executive officers, the form of which was filed as Exhibit 10.7 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 30, 2011.

*Forward-Looking Statements*

This report contains forward-looking statements within the meaning of the federal securities laws. Forward-looking statements typically are identified by use of terms such as "may," "will," "should," "plan," "expect," "anticipate," "estimate" and similar words, and the opposites of such words, although some forward-looking statements are expressed differently. Forward-looking statements involve known and unknown risks and uncertainties that exist in the Registrant's operations and business environment, which may be beyond the Registrant's control, and which may cause actual results, performance or achievements to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. All statements other than statements of historical fact are statements that could be forward- looking statements. For example, forward-looking statements include, without limitation: statements regarding prospects for additional customers; market forecasts; projections of earnings, revenues, synergies, accretion or other financial information; and plans, strategies and objectives of management for future operations. The risks and uncertainties referred to above include, but are not limited to, risks detailed from time to time in the Registrant's filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K for the year ended December 31, 2017 and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2018, June 30, 2018 and September 30, 2018. These risks could cause actual results to differ materially from those expressed in any forward- looking statements made by, or on behalf of, the Registrant. Forward-looking statements represent the judgment of management of the Registrant regarding future events. Although the Registrant believes that the expectations reflected in such forward-looking statements are reasonable at the time that they are made, the Registrant can give no assurance that such expectations will prove to be correct. Unless otherwise required by applicable law, the Registrant assumes no obligation to update any forward-looking statements, and expressly disclaims any obligation to do so, whether as a result of new information, future events or otherwise.

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### **Additional Information and Where to Find It**

In connection with the proposed transaction pursuant to the terms of the Agreement and Plan of Merger and Reorganization, dated as of September 18, 2018, by and among Cancer Genetics, Inc., Wogolos, Ltd. and NovellusDx, Ltd., Cancer Genetics intends to file relevant materials with the Securities and Exchange Commission, or the SEC, including a registration statement that will contain a proxy statement and prospectus. Investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Cancer Genetics with the SEC (when they become available) through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, Cancer Genetics and NovellusDx investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Cancer Genetics with the SEC by contacting Cancer Genetics, Inc., 201 Route 17 North, 2<sup>nd</sup> Floor, Rutherford, New Jersey 07070, Attention: Corporate Secretary. Investors and stockholders are urged to read the proxy statement, prospectus and the other relevant materials when they become available before making any voting or investment decision with respect to the merger.

### **Participants in the Solicitation**

Cancer Genetics and NovellusDx, and each of their respective directors and executive officers and certain of their other members of management and employees, may be deemed to be participants in the solicitation of proxies in connection with the merger. Information about Cancer Genetics' directors and executive officers is included in Cancer Genetics' Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on April 2, 2018, and the Form 10-K/A filed with the SEC on April 30, 2018. Additional information regarding these persons and their interests in the merger will be included in the proxy statement relating to the merger when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above. This communication is not intended to and does not constitute the solicitation of any vote in any jurisdiction pursuant to the merger or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law.

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

#### (d) Exhibits

As described above, the following exhibits are furnished as part of this report:

Exhibit 10.1 – [Offer Letter with Glenn Miles, dated November 16, 2018.](#)

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**SIGNATURE**

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.

**CANCER GENETICS, INC.**

By: /s/ John A. Roberts

Name: John A. Roberts

Title: President and Chief Executive Officer

Date: November 21, 2018

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November 16, 2018

Glenn Miles

RE: Employment Agreement with Cancer Genetics, Inc.

Dear Glenn,

On behalf of Cancer Genetics, Inc. (“CGI or the Company”), I would like to take the opportunity to offer you the full-time position of Chief Financial Officer, effective November 26, 2018, reporting to Jay Roberts, CEO. Your employment agreement will be under the following terms:

**Salary** - \$11,538.46 bi-weekly (26 Pay periods per year), or \$300,000.00 annualized, subject to the approval of our Compensation Committee.

**Terms** – The employment contract shall begin on the effective date stated above, for a twelve-month period, and will automatically extend for one year periods unless terminated by giving you a 60 day notice prior to the expiration of the agreement, or as otherwise agreed upon.

**Bonus** - You will have the opportunity to earn additional compensation based on our bonus program with an annual target of up to 30 % of your annual base pay to be paid pro-rata for 2018 and 2019. The bonus will be paid out based on the condition that the agreed upon performance goals are met.

**Equity Compensation** – The Company will award you Restricted Stock Options which will begin vesting after one year of Board Approval and vest in equal monthly increments over 48 months. You will receive 100,000 in Stock Options, and subject to formal approval by the Board of Directors.

**Benefits** - Eligibility for participation in health, dental, vision, life insurance, and disabilities coverage, as well as participation in the company 401(K) retirement plan, is the first of the month following your date of hire.

**PTO and Company Holidays** - You will be eligible to accrue Paid Time Off (PTO) equivalent of 18 days for full calendar year. Additional information may be found in the PTO Policy, which you will receive during your boarding process.

Cancer Genetics provides 6 Company-paid holidays and 1 Floating Holiday per quarter in 2018.

**Separation Pay - In** the event that your employment with the Company is terminated at the Company’s option, you will be entitled to 6 months of severance or separation pay. For purposes of clarification, a termination at the Company’s option, at any time, due to your failure to substantially perform the duties of the position of Chief Financial Officer, shall not entitle you to a severance or separation payment.

**Professional Development** – Cancer Genetics, Inc. is dedicated to our core values of knowledge and innovation and towards building a Company that is aware and utilizes industry best practices. To ensure the Company’s industry position we are committed to the professional development of our colleagues and executive management. You will be expected to maintain your Certified Public Accountant (CPA) licensing, for which the associated costs will be reimbursed to you by the Company. You will be expected to monitor, measure, and manage industry best practices through professional associations and industry conferences and apply key best-practices to the CGI business and to your team’s knowledge base and processes.

201 Route 17 North, 2<sup>nd</sup> Floor, Rutherford, NJ 07070  
[www.cancergenetics.com](http://www.cancergenetics.com)

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Your employment with the Company is at-will and neither this letter nor any other oral or written representations may be considered a contract of employment 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 for any lawful reason or no reason, with or without notice. Your status as an at-will employee cannot be changed or modified except in a written agreement signed by you and the Company's CEO.

Your employment is contingent upon a positive background review and employment history screening typical for a position at CGI. Upon your acceptance of this offer, you will be provided with the Company's Employment Manual and the Code of Business Conduct and Ethics. Your employment is also contingent upon the return of your signed acknowledgement of receipt of these documents, and agreement to the terms in both of these documents which are incorporated by reference herein.

On your first day, you will be completing employment forms, **please bring appropriate documentation for the completion of your new hire forms, including proof that you are presently eligible to work in the United States for I-9 purposes.**

I am genuinely excited about you joining our team, and expect that Cancer Genetics will be greatly strengthened as a result of your contributions. If you have any questions about this offer letter, please feel free to contact me.

**If the above terms and statements meet with your approval, please sign this letter in the spaces provided below to reflect your acceptance.**

Sincerely,



John A. Roberts  
Chief Executive Officer

**Offer Acceptance:**

**I have read this offer of employment, understand it, and accept the offer on these terms. I understand that my employment is contingent upon receiving acceptable verification of required pre-employment screening, in addition to the requirements listed above. This offer of employment expires on November 16, 2018.**

*/s/ Glenn Miles*

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Glenn Miles

201 Route 17 North, 2<sup>nd</sup> Floor, Rutherford, NJ 07070  
[www.cancergenetics.com](http://www.cancergenetics.com)

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