

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): **December 12, 2017**

Vet Online Supply, Inc.

(Exact name of Company as specified in its charter)

| | | |
|---|---|---|
| Florida (State or other jurisdiction of Incorporation) | 000-55787 (Commission File Number) | 47-099750 (IRS Employer Identification Number) |
| | 6500 Live Oak Drive Kelseyville, CA 95451 (Address of principal executive offices) | |
| | Phone: 503-308-9173 (Company's Telephone Number) | |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company 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))

Item 5.02 Departure of Directors and of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On December 12, 2017 the Board of Directors, in conjunction with the legal opinion of the Company's General Counsel, William B. Haseltine, confirmed the dismissal of Mr. Edward Aruda as an Officer/Director of the Company, and invalidated the appointment of Mr. Nathan Lewis as the Chief Operations Officer and Member of the Board of Directors.

WHEREAS, the Board of Directors deems it in the best interests of the Corporation and its shareholders to confirm the dismissal of Edward Aruda as the Chairman of the Board, Chief Executive Officer, President, Secretary, and Treasurer; and to dismiss Mr. Nathan E. Lewis as Chief Operations Officer and Member of the Board; and to appoint Daniel Rushford as the Chairman of the Board, as well as reinstate his position as the Chief Executive Officer, President, Secretary, Treasurer and Member of the Board of Directors pursuant to the 8K filing of August 30, 2017, and pursuant to his ownership of 1000 Series B Preferred Shares which supports and authorizes him to have the majority vote of common shares of the Company.

This confirmation of dismissal/appointment is pursuant the Settlement and Release Agreement dated December 12, 2017 between the Company and Mr. Aruda.

Therefore, in accordance with the Settlement and Release Agreement dated December 12, 2017 and Mr. Aruda's immediate dismissal, the majority vote of the Board of Directors has agreed to pay Mr. Aruda \$3,000 and take possession of the company vehicle; a 2008 Ford F250, in exchange for any/all outstanding amounts due under any/all agreements between Mr. Aruda and the Company. Mr. Aruda will be allowed to keep 3,750,000 of restricted common stock pursuant his employment agreement filed in the Form 8-K of August 30, 2017.

Mr. Aruda returned his 20,000,000 Series B shares to Daniel Rushford on August 30, 2017, and those shares are being retired and returned to treasury pursuant the Form 8K of that date. Further, Mr. Aruda claims that he has lost the 138,750,000 restricted common shares. The company will find a solution with its Transfer Agent to determine the best course of action to cancel said shares and return the shares to treasury.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K:

| Exhibit No. | Description | |
|-------------|----------------------------------|----------------|
| 10.1 | Board Resolution | Filed herewith |
| 10.2 | Settlement and Release Agreement | Filed herewith |

FORWARD LOOKING STATEMENTS

Certain statements in this Current Report on Form 8-K may contain forward-looking statements that involve numerous risks and uncertainties which may be difficult to predict. The statements contained in this Current Report on Form 8-K that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act, including, without limitation, the management of the Company and the Company's expectations, beliefs, strategies, objectives, plans, intentions and similar matters. All forward-looking statements included in this Form 8-K are based on information available to the Company on the date hereof. In some cases, you can identify forward-looking statements by terminology such as "may," "can," "will," "should," "could," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "targets," "goals," "projects," "outlook," "continue," "preliminary," "guidance," or variations of such words, similar expressions, or the negative of these terms or other comparable terminology.

Forward-looking statements involve a number of risks and uncertainties, and actual results or events may differ materially from those projected or implied in those statements.

Although we believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove to be inaccurate. We can give no assurance that the results contemplated in the forward-looking statements will be realized. The inclusion of this forward-looking information should not be construed as a representation by the Company, or any person that the future events, plans, or expectations contemplated by our company will be achieved.

We caution against placing undue reliance on forward-looking statements, which contemplate our current beliefs and are based on information currently available to us as of the date a particular forward-looking statement is made. Any and all such forward-looking statements are as of the date of this Form 8-K. We undertake no obligation to revise such forward-looking statements to accommodate future events, changes in circumstances, or changes in beliefs, except as required by law. In the event that we do update any forward-looking statements, no inference should be made that we will make additional updates with respect to that particular forward-looking statement, related matters, or any other forward-looking statements. Any corrections or revisions and other important assumptions and factors that could cause actual results to differ materially from forward-looking statements may appear in the Company's public filings with the SEC, which are available to the public at the SEC's website at www.sec.gov

SIGNATURE

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

Vet Online Supply, Inc.

Date: December 14, 2017

By: /s/Daniel Rushford
Daniel Rushford
Chairman and CEO

EX-10.1 2 ex101.htm BOARD RESOLUTION

**CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS
OF
VET ONLINE SUPPLY INC.**

We, the undersigned, do hereby certify that at a meeting of the Board of Directors of Vet Online Supply Inc., a corporation organized under the laws of the State of Florida (the "Corporation"), duly held on December 12, 2017 at 6500 Live Oak Drive, Kelseyville, CA 95451 which said meeting no less than two directors were present and voting throughout, the following resolution, upon motions made, seconded and carried, was duly adopted and is now in full force and effect:

WHEREAS, the Board of Directors of the Corporation has authorized and approved, through majority vote, to dismiss Edward Aruda as the Chairman of the Board, and appoint Daniel Rushford as the Chairman of the Board. The resignation is pursuant a Settlement and Release Agreement dated December 12, 2017 whereas the Company has agreed to pay \$3,000 and transfer the vehicle to Mr. Aruda. Mr. Aruda has agreed to release any/all claims against the Company. Mr. Aruda incorrectly filed a Form 8-K on December 1, 2017 whereas he had neither the authority or majority vote to dismiss and/or appoint any officer or director for the company.

The Board of Directors and conjunction with the opinion of legal counsel, William B. Haseltine, of the Corporation have deemed it in the best interests of the Corporation to dismiss Edward Aruda as the Chairman of the Board, Chief Executive Officer, President, Secretary, and Treasurer; and Mr. Nathan E. Lewis Chief Operations Officer and Member of the Board; and appoint Daniel Rushford as the Chairman of the Board. The resignation is pursuant a Settlement and Release Agreement between the Company and Mr. Aruda regarding the 8-K Filing on December 1, 2017 whereas Mr. Aruda did not hold the majority vote for any approval/authorization to dismiss and appoint various Board Members without their consent. Daniel Rushford holds majority vote and therefore has dismissed Edward Aruda as Chairman of the Board, and has terminated any/all contracts and employment agreements between the Company and Mr. Aruda and Nathan Lewis, accordingly.

Specifically, in accordance to the agreements and 8-K filed on August 28, 2017 and August 30, 2017, respectively; On August 28, 2017, Vet Online Supply Inc. (the "Company") entered into an Employment Agreement with Mr. Daniel Rushford with regard to being appointed as the new Chief Executive Officer, President, Secretary, Treasurer and Member of the Board of Directors for Vet Online Supply, Inc. Mr. Rushford will receive a monthly salary of \$2,000.00 to be paid at the end of each month. Amounts unpaid will accrue annual interest of 6%, and in addition will receive 25,000,000 shares of restricted common stock and 1,000 Preferred Series B Shares upon signing of this agreement. Further, at the end of the first 12 months the EMPLOYEE will receive \$75,000 of restricted common shares of the company at fair market value. The term of the Consulting Agreement is for two years; renewable upon mutual consent; and, On August 28, 2017, the Company entered into a new Employment Agreement with Mr. Edward Aruda with regards to accepting the position to Direct all sales and marketing for the company, with a focus on product revenues. The Company and Mr. Aruda have agreed to cancel and return to treasury 138,750,000 restricted common shares and 20,000 Preferred Series B shares of the company. As of the period ending August 28, 2017, any accrued expenses, loans and salary for Mr. Aruda will be transferred to a Promissory Note. Further, Mr. Aruda will receive 3,750,000 shares of restricted common stock upon signing of this agreement, and at the end of the first 12 months he will receive \$75,000 of restricted common shares of the company at fair market value. Mr. Aruda currently holds 138,750,000 restricted common shares and 20,000 Preferred Series B shares. Any stock previously held by Mr. Aruda will be cancelled and returned to treasury, inclusive of 138,750,000 shares of Common Stock and 20,000 Preferred Series B Shares, in accordance with his Employment Agreement. Mr. Aruda will receive a monthly salary of \$3,000.00 to be paid at the end of each month. Amounts unpaid will accrue annual interest of 6%, and he will receive 5% of all revenue that is generated through the sale of products sold by the COMPANY.

RESOLVED, the Board of Directors of the Corporation has authorized and approved, through majority vote, to dismiss Edward Aruda as the Chairman of the Board, and appoint Daniel Rushford as the Chairman of the Board. The resignation is pursuant a Settlement and Release Agreement dated December 12, 2017 whereas the Company has agreed to pay \$3,000 and transfer the vehicle to Mr. Aruda. Mr. Aruda has agreed to release any/all claims against the Company. Mr. Aruda incorrectly files a Form 8-K on December 1, 2017 whereas he had neither the authority or majority vote to dismiss and/or appoint any officer or director of the company.

Specifically, in accordance to the agreements and 8-K filed on August 28, 2017 and August 30, 2017, respectively; On August 28, 2017, Vet Online Supply Inc. ("the Company") entered into an Employment Agreement with Mr. Daniel Rushford with regard to being appointed as the new Chief Executive Officer, President, Secretary, Treasurer and Member of the Board of Directors for Vet Online Supply, Inc. Mr. Rushford will receive a monthly salary of \$2,000.00 to be paid at the end of each month. Amounts unpaid will accrue annual interest of 6%, and in addition will receive 25,000,000 shares of restricted common stock and 1,000 Preferred Series B Shares upon signing of this agreement. Further, at the end of the first 12 months the EMPLOYEE will receive \$75,000 of restricted common shares of the company at fair market value. The term of the Consulting Agreement is for two years; renewable upon mutual consent; and, On August 28, 2017, the Company entered into a new Employment Agreement with Mr. Edward Aruda with regards to accepting the position to Direct all sales and marketing for the company, with a focus on product revenues. The Company and Mr. Aruda have agreed to cancel and return to treasury 138,750,000 restricted common shares and 20,000 Preferred Series B shares of the company. As of the period ending August 28, 2017, any accrued expenses, loans and salary for Mr. Aruda will be transferred to a Promissory Note. Further, Mr. Aruda will receive 3,750,000 shares of restricted common stock upon signing of this agreement, and at the end of the first 12 months he will receive \$75,000 of restricted common shares of the company at fair market value. Mr. Aruda currently holds 138,750,000 restricted common shares and 20,000 Preferred Series B shares. Any stock previously held by Mr. Aruda will be cancelled and returned to treasury, inclusive of 138,750,000 shares of Common Stock and 20,000 Preferred Series B Shares, in accordance with his Employment Agreement. Mr. Aruda will receive a monthly salary of \$3,000.00 to be paid at the end of each month. Amounts unpaid will accrue annual interest of 6%, and he will receive 5% of all revenue that is generated through the sale of products sold by the COMPANYY.

The undersigned, do hereby certify that we are members of the Board of Directors of the Corporation; that the above resolutions were duly adopted and ratified at a meeting of the Board of Directors of the Corporation duly convened and held in accordance with its by-laws and the laws of the State of Florida, as transcribed by us from the minutes; and that the same have not in any way been modified,

IN WITNESS WHEREOF, We have hereunto set our hands as President and Chief Executive Officer and Members of the Board of Directors of the Corporation.

Dated: December 12, 2017

Dan Rushford

Daniel Rushford,
President and Chief Executive Officer/ Member of the Board

Signature: Sam Berry Member of the Board Print Name: Samuel Berry

Signature: Matthew Scott Member of the Board Print Name: Matthew Scott

Signature: -ABSTAINED- Member of the Board Print Name: Edward Aruda

EX-10.2 3 ex102.htm SETTLEMENT AND RELEASE AGREEMENT

**Settlement and Release Agreement
Vet Online Supply, Inc.**

This Settlement and Release Agreement (the "Agreement") is entered into on December 12, 2017 by and between Edward Aruda, hereinafter ("Complainant"), of 10 Prairie View Drive, Plains, MT 59859, and Daniel Rushford, Chairman, President of Vet Online Supply, Inc. hereinafter ("Respondent") of 6500 Live Oak Road, Kelseyville, California 95451. (Complainant and Respondent are collectively referred to as "the Parties"). This Agreement is effective upon full execution.

Recitals

- A. On or about December 1, 2017, Complainant filed a Form 8-K with the Securities and Exchange Commission on behalf of Vet Online Supply, Inc. ("the Company").
- B. In the Form 8-K described above, Complainant sought to restructure the Company and to establish compensation for various matters (the "Matter").
- C. Respondent denies and continues to deny in every particular aspect all of the claims (described below) of complainant in connection with the matter described above.
- D. The parties desire to bring the Matter described above to a conclusion, and to avoid the further costs and expenses incident to its prosecution and defense. The making of this Agreement shall not be deemed an admission of any liability or wrongdoing whatsoever on the part of Complainant or Respondent.

Therefore, the parties agree as follows:

**Payments
AGREEMENT**

Respondent shall pay to Complainant \$3,000.00 immediately upon receipt by Respondent's counsel of this Agreement signed by Complainant as well as all corporate codes or information, inclusive and not limited to, all records, bank login codes, and any/all property otherwise belonging to Vet Online Supply, Inc.; by wire according to Claimants instruction. The payment shall be deemed to include and settle all Claims in connection with this matter including attorney's fees.

Complainant shall execute the necessary documents and take all steps necessary to transfer control and ownership of all corporate codes and documents necessary to conduct the business of the Company to Respondent.

Respondent shall cause Company to execute all necessary documents to transfer all ownership to Complainant of the vehicle: 2008 Ford F250 King Ranch VIN # 1FTSW21-498EA32038, Arizona License Plate # CE-95901.

Release

Complainant, on behalf of himself and his heirs, hereby releases and forever discharges as applicable Respondent and Respondent's parents, subsidiaries, franchisors, franchisees, and affiliated companies, and each of their former and present agents, directors, officers, employees, attorneys, and insurers, as well as their heirs and assigns (collectively "Releases"), from any and all claims of any nature whatsoever, whether known or unknown and whether before a court or an arbitrator, which include but are not limited to, any and all claims between Complainant and Respondent in regards to the matters herein and any other statutory or non-statutory tort or contractual claim; any claim of a violation of any federal, state, municipal, or local statute, ordinance, or regulation pertaining to the cause of the action (the "Claims"); that Complainant has and may hereafter have against Releases because of any alleged acts or omissions whatsoever from the beginning of time to the date of the execution of this Agreement.

Complainant understands that a general release does not extend to claims which he does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected this settlement.

Respondent, on behalf of himself and his heirs, hereby releases and forever discharges as applicable Complainant and Complainant's parents, subsidiaries, franchisors, franchisees, and affiliated companies, and each of their former and present agents, directors, officers, employees, attorneys, and insurers, as well as their heirs and assigns (collectively "Releases"), from any and all claims of any nature whatsoever, whether known or unknown and whether before a court or an arbitrator, which include but are not limited to, any and all claims between Respondent and Complainant in regards to the matters herein and any other statutory or non-statutory tort or contractual claim; any claim of a violation of any federal, state, municipal, or local statute, ordinance, or regulation pertaining to the cause of the action (the "Claims"); that Respondent has and may hereafter have against Releases because of any alleged acts or omissions whatsoever from the beginning of time to the date of the execution of this Agreement.

Respondent understands that a general release does not extend to claims which he does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected this settlement.

Confidentiality

The parties agree all facts and circumstances surrounding the dispute resolved by this Agreement and the existence, terms, conditions, and negotiation of this Agreement shall be kept strictly confidential.

Litigation Costs and Attorney's Fees

Complainant acknowledges that payment to him of the amount set forth in the paragraph title Payments above is for costs and full settlement of all Claims released herein. The parties shall each bear all other costs and expenses, including litigation costs and attorney's fees that they have and will incur up to and in the execution and administration of this Agreement.

Representations and Warranties

Complainant represents and warrants that there has been no assignment or transfer of any interest in the Claims that he may have against Releases, and Complainant agrees to indemnify and hold Releases harmless from any liability, demands, damages, costs, expenses, and attorney's fees incurred by Releases as a result of any asserted interest in the Claims that he may now have or have had at any time against Releases if such interest is acquired by assignment, transfer, or otherwise.

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Complainant represents and warrants that he has not filed or instituted any claim before any court, administrative agency, arbitrator, or other tribunal against Releases. Complainant further covenants that he shall not institute or maintain any other claim against Releases arising from any facts occurring prior to the execution of this Agreement.

The parties agree that in the event of any dispute or proceeding concerning this Agreement, its validity, interpretation, enforcement, or breach, the prevailing party shall recover reasonable attorney's fees and costs in connection with any such dispute.

Governing Law

The parties agree that California law shall govern the construction, interpretation, and enforcement of this Agreement.

Severability

The parties agree that if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

Entire Agreement

The parties agree that this Agreement contains the entire Agreement of the parties hereto, and supersedes all other Agreements and understandings, whether written or oral, covering the subject matter hereof. The parties warrant that there are no representations, Agreements, arrangements, or understandings, oral or written, between them relating to the subject matter contained in this Agreement which are not fully expressed herein.

Amendments or Modifications

The parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments and modifications are in writing and signed by Complainant and by the president of Respondent.

Attorney Explanation to Complainant and Respondent

William Haseltine, an attorney licensed to practice law in California, has fully explained this Settlement and Release Agreement to the Parties, who in turn acknowledge an understanding of said Settlement and Release Agreement and the legal effect thereof Parties' signatures below.

COMPLAINANT:

/s/Edward Aruda

Edward Aruda

RESPONDENT:

/s/Daniel Rushford
