

**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): September 11, 2019

DERMTECH, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38118
(Commission
File Number)

84-2870849
(IRS Employer
Identification No.)

11099 N. Torrey Pines Road, Suite 100
La Jolla, CA 92037
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code (858) 291-7505

Constellation Alpha Capital Corp.
Emerald View, Suite 400
2054 Vista Parkway
West Palm Beach, FL 33411
(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, par value \$0.0001 per share	DMTK	The Nasdaq Capital Market
Warrants to purchase Common Stock	DMTKW	The 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 Arrangement of Certain Officers.

On September 12, 2019, the board of directors (the “Board”) of Dermtech, Inc. (the “Company”) appointed Mr. Kevin Sun, the Company’s Vice President of Finance, as Chief Financial Officer, Treasurer and Secretary of the Company. Mr. Sun will replace Mr. Steven Kemper in those roles, who notified the Board on September 11, 2019 that he will be retiring in October, 2019. Mr. Kemper will remain employed with the Company through October 15, 2019 in an effort to aid in the transition. Effective as of September 12, 2019, Mr. Sun assumed day-to-day leadership of the Company’s internal financial and accounting function. Accordingly, the Board has designated Mr. Sun as an executive officer of the Company, an “officer” for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, and as the Company’s principal financial officer and principal accounting officer.

Mr. Sun, age 41, joined the company in August 2019 and has served in the role of Vice President, Finance. From June 2008 to November 2018, Mr. Sun served in various management and executive roles for Dexcom, Inc. including most recently as Vice President, Corporate Controller and Treasury from November 2017 to November 2018, as Interim Chief Financial Officer from April 2017 to September 2017, as Vice President, Finance from February 2016 to November 2017, and as Senior Director, Finance from March 2014 to February 2016. Prior to Dexcom, Mr. Sun held various roles of increasing responsibility at Biosite Incorporated from 2004 to 2008, most recently as Senior Manager, Financial Planning and Analysis. Mr. Sun holds a B.S. in Business with a dual major in Accounting and Finance, a minor in Psychology, a Masters in Strategic Management and an MBA from the Kelley School of Business at Indiana University. No new compensatory arrangements were entered into in connection with Mr. Sun’s appointment as Chief Financial Officer, Treasurer and Secretary and his Employment Agreement (as defined below) will remain in effect.

Mr. Sun 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. Sun and any other person pursuant to which Mr. Sun was selected to serve as Chief Financial Officer, Treasurer and Secretary of the Company. There have been no transactions involving Mr. Sun that would require disclosure under Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). In connection with Mr. Sun’s appointment, Mr. Sun and the Company will enter into an indemnification agreement in the form the Company has entered into with certain of its other executive officers, which form is filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K (File No. 001-38118) filed by the Company with the Securities and Exchange Commission on September 5, 2019. Under this agreement, the Company will agree, among other things, to indemnify Mr. Sun for certain expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by Mr. Sun in any action or proceeding arising out of his service as one of the Company’s executive officers.

Pursuant to Mr. Sun’s Offer of Employment (the “Employment Agreement”), Mr. Sun will report to the Company’s Chief Executive Officer. The Employment Agreement does not provide for a specified term of employment and Mr. Sun’s employment will be on an at-will basis. Pursuant to the Employment Agreement, Mr. Sun is entitled to an annual base salary of \$300,000, is eligible to receive an annual target performance bonus of up to 20% of his gross base salary and, subject to the approval of the Board, will be granted an incentive stock option to purchase common shares, or restricted stock units, representing up to one percent (1%) of the Company’s fully diluted capitalization at the time of the grant (the “Equity Award”). The Equity Award will include vesting terms similar to the vesting terms set forth in equity awards previously granted to other officers of the Company. The Equity Award will be subject to the terms of the Company’s Amended and Restated 2010 Stock Plan (the “2010 Plan”) and the applicable award agreements thereunder. Mr. Sun is also eligible to participate in the Company’s employee benefit plans, as may be maintained by the Company from time to time, on the same terms as other similarly situated employees of the Company.

Under the Employment Agreement, if Mr. Sun is terminated by the Company without cause, he is entitled to (i) a lump sum severance payment equal to six months of his then in effect base salary, (ii) payment by the Company of the premiums required to continue health care benefits for a period of six months and (iii) six months additional vesting of any remaining unvested equity awards. In addition, if Mr. Sun is terminated without cause or resigns for good reason within three months prior to, or 18 months following, a change in control, he is entitled to receive accelerated vesting of any outstanding and unvested equity awards.

A copy of the Employment Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing description of the Employment Agreement is a summary only and is qualified in its entirety by the full text of the Employment Agreement, which is incorporated herein by reference.

On September 16, 2019, the Company issued a press release with respect to the foregoing, a copy of which is filed as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Number</u>	<u>Description</u>
10.1	<u>Offer of Employment Letter, dated August 14, 2019, from the Company to Kevin Sun.</u>
99.1	<u>Press Release, dated September 16, 2019.</u>

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.

DERMTECH, INC.

Date: September 17, 2019

By: /s/ John Dobak, M.D.

Name: John Dobak, M.D.

Title: Chief Executive Officer



Steven Kemper, CPA, MBA
CFO/Treasurer

11099 N. Torrey Pines Road, Suite 100
La Jolla, CA 92037
Direct: 858.450.4222
Fax: 858.200.3877
www.dermtech.com

August 12, 2019

Kevin Sun

RE: OFFER OF EMPLOYMENT

Dear Kevin,

DermTech (the "Company") is pleased to offer you employment as Vice President of Finance. You will report directly to John Dobak, CEO at our facilities in San Diego, CA, subject to necessary business travel. The Company may change your position and duties as it deems necessary.

Your initial annual salary will be \$300,000 (your "Base Salary"), less payroll deductions and all required withholdings. You will be paid semi-monthly and upon acceptance of this offer of employment, you will be eligible to be included in our medical/dental/vision coverage through Anthem (medical) and MetLife (dental and vision). These benefits are currently paid 90% by the Company for employees and 50% of the cost for dependent coverage, but is subject to change in the future. Depending on your elections, DermTech will pay all or a portion your benefits. DermTech also offers a 401(k) plan; the company does not match at this time.

The Company has agreed to grant you equity in the form(s) of an incentive stock option and/or restricted stock units (such stock option and/or restricted stock units together, the "Equity Award"), which will be provided to you following and subject to (i) the closing of the Company's proposed business combination with Constellation Alpha Capital Corp. and (ii) approval by the Company's board of directors, assuming your employment has commenced as of such time. The Equity Award will represent a number of shares of the Company's common stock equal to 1% of the Company's fully diluted capitalization as of the date of grant, and it will include vesting terms similar to the vesting terms set forth in equity awards previously granted to Company officers.

In addition, you will be eligible for a 20% bonus of your Base Salary that would be based upon corporate and individual goals that will be determined at a later date by the CEO and Board of Directors. You will also be eligible for 18 days Paid-time-off (PTO) each year, with a proportionate amount to accrue each pay period. In addition, you will be eligible for 5 additional paid time off compensation days that will not be part of your annual allowance. This is a full-time position and you will be expected to devote 100% of your working time to DermTech.

You will be required to complete our standard Employee Nondisclosure, Confidentiality and Invention Assignment Agreement that will be sent to you shortly. This offer is contingent upon successful completion of a background and reference check. Your employment is at-will meaning either you or the company can terminate the employment at any time without notice.

Termination other than for cause, death or disability:

If the Company (or any parent or subsidiary or successor of the Company) terminates your employment with the Company other than for cause, death or disability then you will be entitled to receive 1) a lump sum payment of severance equal to six months of your then in effect base salary, less applicable withholdings, 2) payment by DermTech of the premiums required to continue group health care coverage for a period of six months following termination, provided that you remain eligible for Consolidated Omnibus Budget Reconciliation Act, or COBRA, benefits, and 3) six months additional vesting of any remaining unvested equity awards upon termination.

If you are terminated other than for cause, death or disability, or you resign for Good Reason, during a period beginning three months prior to and ending 18 months following a change in control (as defined in DermTech, Inc. Amended and Restated 2010 Stock Plan), or within 18 months following a change in DermTech's CEO, you will also be entitled to receive immediate accelerated vesting of 100% of any remaining unvested equity awards upon termination, in addition to the severance benefits disclosed above related to termination other than for cause, death or disability.

Good Reason means the occurrence of any of the following events or conditions, without your express written consent:

- i. A material reduction in your base salary or bonus potential;
- ii. A material reduction in your duties, responsibilities or authority, including, without limitation, changes in your reporting structure resulting from a change in control transaction or a change in DermTech's CEO;
- iii. A change in geographic location at which you must perform services that results in an increase in the one-way commute of you by more than 50 miles; or
- iv. A successor of the Company does not assume this agreement.

You must provide notice to the Company of the condition giving rise to "Good Reason" within one hundred and twenty (120) days of your knowledge of the existence of such condition, and the Company will have thirty (30) days following such notice to remedy such condition.

For purposes of this agreement, the acquisition of DermTech by Constellation Alpha Capital Corp which is expected to close on August 29, 2019 is not an applicable change in control.

Termination for cause, death or disability:

If your employment with the Company (or any parent or subsidiary or successor of the Company) is terminated voluntarily by you, for cause by the Company or due to your death or disability, then: (i) all vesting will terminate immediately upon termination with respect to your outstanding equity awards and (ii) all payments of compensation by the Company to you will terminate immediately upon termination (except as to amounts already earned).

We would like your start date to be Thursday, August 22, 2019. Please sign your acceptance below and we look forward to working with you!

Sincerely

/s/ John Dobak
John Dobak, CEO

Offer Accepted:

Sign: /s/ Kevin Sun
Print Name: Kevin Sun
Date: August 14, 2019

**Company Contact:**

Sarah Dion, VP Marketing
sdion@dermtech.com
(858) 450-4222

DermTech Announces Appointment of Kevin Sun as Chief Financial Officer

LA JOLLA, CA – September 16, 2019 – DermTech, Inc. (NASDAQ: DMTK) (“DermTech” or the “company”), a global leader in precision dermatology enabled by a non-invasive skin genomics platform, announced today that Kevin Sun has been appointed as Chief Financial Officer, Treasurer and Secretary. Mr. Sun will serve on the executive leadership team and lead DermTech’s finance, investor relations, human resources and information technology functions.

Mr. Sun brings almost two decades of corporate finance experience, including debt and equity financings, acquisitions, commercial product launches and infrastructure scaling and expansion projects mostly in the medical device and diagnostic industries. From 2008 to 2018, Mr. Sun served in various executive and management roles for DexCom, Inc., a NASDAQ-listed medical device company, including most recently as Vice President, Corporate Controller and Treasury, Interim Chief Financial Officer, and Vice President, Finance, and had key roles during a phase of significant growth and expansion as DexCom created the category to ultimately become the global leader in real-time continuous glucose monitoring devices. During Mr. Sun’s tenure as Interim Chief Financial Officer, DexCom raised \$400 million in convertible debt. Prior to DexCom, Mr. Sun held various roles of increasing responsibility at Biosite Incorporated, a NASDAQ-listed leader in rapid point of care diagnostics. Mr. Sun holds a B.S. in Business with a dual major in Accounting and Finance, a minor in Psychology, a Masters in Strategic Management and an MBA from the Kelley School of Business at Indiana University.

Kevin Sun commented, “DermTech offers a compelling value proposition to patients, clinicians and payors with solutions that enable the earliest detection of skin cancer using a non-invasive, highly accurate and low cost method. I’m excited to be part of a fantastic team and I look forward to helping scale the company to bring this technology to the forefront of dermatology.”

The company also announced that its founding Chief Financial Officer, Steven Kemper, will be retiring in October 2019, after almost six years leading the finance and accounting efforts at DermTech. “It has been an incredible opportunity to work with Dr. Dobak these last six years to help build DermTech from a few scientists with a great technology platform into the leading genomic skin cancer diagnostic company in the U.S. I remain a huge supporter of the company and its clear benefit for physicians and patients” said Mr. Kemper.

John Dobak, M.D., the CEO of DermTech, commented, “I am extremely excited to have Kevin join our team. His experiences helping to drive the tremendous growth at DexCom will serve DermTech well as we scale up and drive toward our own similar growth goals. I would also like to thank Steve for his hard work and dedication to DermTech. He was an integral part of DermTech’s success to date and I wish him the best in his retirement.”

About DermTech:

DermTech is a leader in the new category of medicine, precision dermatology. DermTech’s mission is to transform the practice of dermatology through more accurate diagnosis and treatment, and the elimination of unnecessary surgery, leading to improved patient care and lower costs. DermTech provides genomic analysis of skin samples collected non-invasively using an adhesive patch rather than a scalpel. DermTech markets and develops products that facilitate the early detection of skin cancers, assess inflammatory diseases, and customize drug treatments. For additional information on DermTech, please visit DermTech’s investor relations site at: www.DermTech.com

This press release includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. The expectations, estimates, and projections of the company may differ from their actual results and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as “expect,” “estimate,” “project,” “budget,” “forecast,” “anticipate,” “intend,” “plan,” “may,” “will,” “could,” “should,” “believes,” “predicts,” “potential,” “continue,” and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, expectations with respect to the future growth and scaling of the business of the company. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside of the control of DermTech and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the outcome of any legal proceedings that may be instituted against the company; (2) the inability to maintain the listing of the company’s securities on Nasdaq ; (3) the ability to recognize the anticipated benefits of the recently completed business combination, which may be affected by, among other things, competition, the ability of the company to grow and manage growth profitably and retain its key employees; (4) costs related to or resulting from the business combination; (5) changes in applicable laws or regulations; (6) the demand for the company’s services together with the possibility that the company may be adversely affected by other economic, business, and/or competitive factors; and (7) other risks and uncertainties included in (x) the “Risk Factors” sections of the Registration Statement on Form S-4 filed with the SEC by the company, and (y) other documents filed or to be filed with the SEC by the company. DermTech cautions that the foregoing list of factors is not exclusive. You should not place undue reliance upon any forward-looking statements, which speak only as of the date made. DermTech does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in their expectations or any change in events, conditions, or circumstances on which any such statement is based.

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