

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): May 14, 2013

FLUX POWER HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction of
Incorporation)

000-25909
(Commission File Number)

86-0931332
(IRS Employer
Identification No.)

2240 Auto Park Way, Escondido, California
(Address of Principal Executive Offices)

92029
(Zip Code)

877-505-3589
(Registrant's telephone number, including area code)

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))
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Item 1.02 Termination of a Material Definitive Agreement.

The information in Item 5.02 relating to the resignation of Craig Miller is incorporated herein by reference.

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

(b) On May 14, 2013, Mr. Craig Miller tendered his resignation as an employee of the Company, and as a result Mr. Miller no longer serves as the Company's Chief Intellectual Property Officer and Corporate Secretary. In connection with Mr. Miller's departure, he has announced his intentions to pursue personal interests. Mr. Miller will be entitled to personal time off ("PTO") accruals as identified in his Offer Letter effective July 1, 2012 ("Offer Letter"). In addition, Mr. Miller is also subject to the Company's Non-Disclosure Agreement and Confidentiality Statement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Miller Offer Letter

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.

Flux Power Holdings, Inc.,
A Nevada Corporation

Dated: May 12, 201

Christopher L. Anthony, Chief Executive Officer (Principal
Executive Officer)

July 1st, 2012

Dear Craig Miller:

Flux Power, Inc. and Flux Power Holdings are pleased to offer you a job as Chief Intellectual Property Officer and Corporate Secretary respectively. Being that you have been a consultant with the company since its founding we are excited about bringing you onboard.

Start Date: August 1, 2012

Responsibilities:

General Corporate: Direct, coordinate and manage all corporate, legal and regulatory matters; negotiating and drafting general contracts including third party agreements, sales/supply agreements and assist in maintaining customer/vendor supplier relationships; management of external counsel and general litigation regarding regulatory filings, employment law, claims, devising company policies. Support and coordinate equity, customer and merger/acquisition due diligence efforts.

Intellectual Property: Set and implement Intellectual Property strategy in alignment with the business long-term strategy and technology roadmap. Develop and prosecute Intellectual Property portfolio including the management of foreign filings to protect company's market share. Ensure company always respects the IP rights of other companies.

Corporate Secretary: Serve as a focal point for communication with and between the board of directors, senior management and the company's shareholders, and assist in the administration of the Board and critical corporate matters. Guide and counsel the chairman, members of the Board, and other members of senior management, on corporate governance and regulatory matters and facilitate the proper advice and resources for discharging their fiduciary duties to shareholders under state law. More specific duties include: assist the Chairman in setting the agenda for board and shareholder meetings, draft official board minutes, manage the annual meetings of the shareholders and proxy statements, manage corporate records, manage stock transfers and dividends, ensure securities market listings and compliance with listing standards.

Compensation: Should you accept this job offer, you will be eligible to receive the following beginning on your hire date:

Salary: Your annual base salary will be \$180,000 paid in biweekly installments.

Bonuses: \$10,000 for every \$5,000,000 in revenue per quarter.

Benefits: Standard benefits for salaried employees, including the following (along with those listed in the employee handbook):

- Health and dental insurance (100% company paid) for employee and employee's family (effective upon start date).
- Personal time off bank of 15 days in your first year, after one year service your bank will increase to 20 days.
- Additional bonuses of stock to be determined.
- As the company grows and executive packages are provided, your executive package and compensation will be adjusted accordingly and Additional compensation of shares or otherwise granted to the board of directors shall also be granted to the corporate secretary.

Location & Travel:

Travel will be required occasionally and you are allowed to work from your home office.



Reporting:
You will be reporting to Board of Directors and the CEO. On your first day you must bring proof of eligibility to work in the United States (valid passport or your current driver's license and your original social security card or birth certificate)..

Sincerely,

Chris Anthony
CEO & Chairman

Accept Job Offer
By signing and dating this letter below, I, Craig Miller, accepts this job offer of Chief Intellectual Property Officer and Corporate Secretary for FLUX Power, Inc. and Flux Power Holdings.

Signature: _____ Date: _____


