

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): November 5, 2025

Shoals Technologies Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-39942 (Commission File Number)	85-3774438 (I.R.S. Employer Identification No.)
1400 Shoals Way (Address of principal executive offices)	Portland Tennessee	37148 (Zip Code)
(615) 451-1400 (Registrant's telephone number, including area code)		
Not Applicable (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:

- 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
Class A Common Stock, \$0.00001 Par Value	SHLS	Nasdaq Global 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 November 5, 2025, Shoals Technologies Group, Inc. (the “Company”) announced that it has appointed David Van Bibber as its Chief Accounting Officer, effective November 10, 2025 (the “Effective Date”). He will report to Dominic Bardos, the Company’s Chief Financial Officer.

Mr. Van Bibber, age 54, will join the Company from Haynes International, Inc., a leading developer, manufacturer, and distributor of high-performance alloys for use in high-temperature and corrosion applications, where he served in various positions since December 2012, including most recently as Controller and Chief Accounting Officer. Prior to that, he was Director of Finance at Belden, Inc. from 2009 to 2012, having divisional responsibilities overseeing accounting, accounts receivable, and financial analysis. Mr. Van Bibber earned a Master of Business Administration from Northwestern University’s Kellogg School of Management and a Bachelor of Science in Accounting & Finance from Indiana University – Bloomington.

In connection with Mr. Van Bibber’s appointment as Chief Accounting Officer of the Company, the Company and Mr. Van Bibber entered into an offer letter that sets forth the terms of his employment with the Company, dated as of October 7, 2025 (the “Offer Letter”). Pursuant to the Offer Letter, Mr. Van Bibber will be eligible to receive the following: (i) an initial annual base salary of \$325,000; (ii) commencing with calendar year 2026, an annual cash bonus with a target bonus opportunity equal to 50% of base salary, payable no later than March 15, 2027 and subject to Mr. Van Bibber’s continued employment through the bonus payment date; (iii) certain equity awards granted under the Shoals Technologies Group, Inc. 2021 Long-Term Incentive Plan, as it may be amended, restated or otherwise modified from time to time (the “LTIP”), as described in further detail below; and (iv) a cash sign-on award of \$75,000, payable on the first payroll following the Effective Date; provided, that such cash award is subject to clawback during the two-year period following the applicable performance payment date if Mr. Van Bibber is terminated by the Company for “cause” (as defined in the LTIP) or resigns without “good reason” (as defined in the Offer Letter).

Pursuant to the Offer Letter, subject to his commencement of employment with the Company on the Effective Date, Mr. Van Bibber is eligible to receive the following equity awards: (i) an equity award in fiscal year 2026 in the normal course of LTIP grants with similarly situated executives valued at approximately \$225,000.00, calculated based on the Fair Market Value of the Company’s Common Stock (each as defined in the LTIP) on the grant date, granted as follows: (i) 50% in the form of time-based restricted stock units of the Company (“RSUs”), vesting one-third on the first, second and third anniversaries of the Grant Date, subject to continued employment through each such future vesting date; and (ii) 50% in the form of performance-based restricted stock units of the Company, with a three-year performance period (fiscal years 2026 through 2028) and any applicable vesting to occur on the applicable performance certification date (which date will occur no later than March 31, 2029), subject to his continued employment through the performance certification date.

Pursuant to the Offer Letter, Mr. Van Bibber agreed to relocate to the metropolitan area of the Company’s corporate headquarters, and in connection therewith, the Company will pay him the relocation expenses set forth in the Offer Letter, which expenses are subject to a clawback in the event Mr. Van Bibber’s employment is terminated by the Company for cause or if he resigns without good reason.

Mr. Van Bibber’s employment with the Company is conditioned upon his execution of a participation agreement within 10 days following the Effective Date, which will evidence his agreement to participate in the Shoals Technologies Group, Inc. Executive Severance Plan (the “Severance Plan”). However, in the event that the Company amends or terminates the Severance Plan, Mr. Van Bibber will continue to have the same rights under the Offer Letter with respect to the Severance Plan benefits and obligations as if the Severance Plan had not been amended or terminated. The terms of the Severance Plan were previously described in the Company’s Current Report on Form 8-K filed on February 27, 2023.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by the text of the Offer Letter, a copy of which is filed hereto as Exhibit 10.1 to this Current Report on Form 8-K.

Mr. Van Bibber does not have any family relationships with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. The Company is not aware of any related transactions or relationships between Mr. Van Bibber and the Company that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Mr. Van Bibber and any other person pursuant to which Mr. Van Bibber was selected as an officer of the Company.

Item 7.01. Regulation FD Disclosure.

On November 5, 2025, the Company issued a press release announcing Mr. Van Bibber's appointment as Chief Accounting Officer. A copy of the press release is furnished here as Exhibit 99.1.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, dated as of October 7, 2025, by and between David Van Bibber and Shoals Technologies Group, Inc.
99.1	Press Release issued by Shoals Technologies Group, Inc. dated November 5, 2025
101	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Shoals Technologies Group, Inc.

By: /s/ Dominic Bardos

Name: Dominic Bardos

Title: Chief Financial Officer

Date: November 6, 2025

October 7, 2025

Dear David,

Shoals Technologies Group, Inc., a Delaware corporation (the “Company”) is pleased to offer you the position of **Chief Accounting Officer** of the Company, reporting to the Chief Financial Officer (the “CFO”), on the terms and subject to the conditions set forth in this letter agreement.

1. Duties and Responsibilities. Your duties and responsibilities as **Chief Accounting Officer** of the Company will include those normally associated with such a position, as well as such additional duties that are consistent with such a position and assigned to you by the CFO from time to time. During the Term (as defined below), you may (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by you in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; or (iii) engage in other personal and passive investment activities, in each case, so long as such ownership, interests or activities do not interfere with your ability to fulfill your duties and responsibilities under this letter agreement and are not inconsistent with your fiduciary and other obligations to the Company or any of its direct and indirect subsidiaries (collectively, the “Company Group”) or competitive with the business of any member of the Company Group.

2. Term of Employment. The term of your employment with the Company will commence on **November 3, 2025**, or such other date as mutually agreed to in writing between you and the Company (the actual date of such commencement of employment, the “Start Date”), and continue until your employment is terminated in accordance with Section 4 below (the “Term”). Your principal place of employment will be the Company’s headquarters in Portland, Tennessee.

3. Compensation.

(a) Annual Base Salary. During the Term, the Company will pay you an annual base salary of **\$325,000.00**, payable in accordance with the Company’s customary payroll practices and subject to the Company’s annual review process for similarly situated employees for possible upward increases.

(b) Annual Cash Bonus. For each complete calendar year during the Term, commencing with calendar year 2026, you will be eligible to receive an annual cash bonus based upon the achievement of established performance goals, at the discretion of the Compensation Committee (the “Committee”) of the Board of Directors of Shoals Technologies Group, Inc., with an annual target bonus opportunity equal to **50%** of base salary earnings for the applicable calendar year.

(c) Long-Term Incentive Compensation During the Term, you will be eligible to receive long-term incentive equity awards under the Shoals Technologies Group, Inc. 2021 Long-Term Incentive Plan, as it may be amended, restated or otherwise modified from time to time (the “LTIP”). Any such awards granted to you under the LTIP will be in such amounts and on such terms and conditions as the Committee will determine from time to time, taking into account your position and performance, and will be subject to and governed by the terms and conditions of the LTIP and the applicable award agreements evidencing such awards. Subject to your

commencement of employment with the Company on the Start Date as contemplated herein, you will be entitled to receive an equity award for the full fiscal year 2026 in the normal course of LTIP grants with similarly situated executives (the “Vesting Date”) valued at approximately **\$225,000.00**, calculated based on the Fair Market Value of the Company’s Common Stock (each as defined in the LTIP) on the Vesting Date, granted as follows: (i) 50% in the form of time-based restricted stock units of the Company (“RSUs”), vesting one-third on the first, second and third anniversaries of the Vesting Date, subject to continued employment through each such future vesting date; and (ii) 50% in the form of performance-based restricted stock units of the Company, with a three-year performance period (fiscal years 2026 through 2028) and any applicable vesting to occur on the applicable performance certification date (which date will occur no later than March 31, 2029), subject to your continued employment through the performance certification date.

(d) Sign-On Bonus. Subject to your commencement of employment with the Company on the Start Date as contemplated herein, you will be entitled to receive a cash award equal to \$75,000 payable on the first payroll date following the Start Date (“Sign-On Bonus”). Notwithstanding the foregoing, in the event your employment with the Company is terminated by the Company for Cause (as defined in the Severance Plan, as defined below) or by you without Good Reason (as defined in the Severance Plan) during the two-year period following the payment date of the Sign-On Bonus, then you must repay a prorated portion of the Sign-On Bonus within 30 days following such date of termination with such prorated portion being based on the number of days remaining in the period commencing as of the date of such termination and ending on the last day of the two year period following the Sign-On Bonus payment date.

(e) Relocation: We are offering a relocation reimbursement package up to \$100,000 (less taxes), which will be managed through Global Mobility Services, our relocation service partner. Notwithstanding the foregoing, in the event your employment with the Company is terminated by the Company for Cause (as defined in the Severance Plan, as defined below) or by you without Good Reason (as defined in the Severance Plan) during the two-year period following the payment date of your relocation expenses, then you must repay a prorated portion of such relocation expenses within 30 days following such date of termination with such prorated portion being based on the number of days remaining in the period commencing as of the date of such termination and ending on the last day of the two-year period following the relocation expense payment date.

4. Termination of Employment. Acceptance of this offer of employment does not imply or create a contract of employment. Your employment with the Company is at-will, and either you or the Company may terminate the employment relationship at any time and for any or no reason, subject to any advance written notice periods required pursuant to the Severance Plan (as defined below). As part of your employment with the Company, you will be required to comply with the Company’s ongoing policies and procedures as those policies and procedures are updated from time to time.

5. Executive Severance Plan. Your continuing employment with the Company will be conditioned on your execution of a Participation Agreement as soon as reasonably practicable following the Start Date (and in no event later than 10 days following the Start Date), which will evidence your agreement to participate in the Shoals Technologies Group, Inc. Executive Severance Plan (the “Severance Plan”) and to comply with all of the terms, conditions and restrictions within the Severance Plan. Such Participation Agreement will be provided to you under separate cover. The Severance Plan provides for certain severance payments and benefits in the event of a Qualifying Termination outside of, or during, the Change in Control Protection

Period (each as defined in the Severance Plan). Further, the Severance Plan contains certain restrictive covenants, including non-competition, non-solicitation, non-disparagement, confidentiality and assignment of intellectual property covenants.

6. Benefits. During the Term, you will be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time, including, without limitation, participation in the Company's 401(k) plan and health, dental, vision, short-term disability, long-term disability and life insurance. The Company will not, however, be obligated to institute, maintain or refrain from changing, amending or discontinuing, any such plan or policy. You will be eligible to participate in the Company's 401(k) plan after six months of employment. The Company match is 100% of the first 3% contributed, and the next 2% is matched at 50%. You will be eligible for such health benefits on the first day of employment. You will also be entitled to receive a monthly cell phone allowance equal to \$40 per month, or a separate cell phone for business use at the Company's cost at your request, during the Term.

7. Vacation. You will be entitled to **four weeks** of paid vacation per year during the Term, accrued in accordance with the Company's vacation policy. In addition to vacation time, we offer ten paid holidays throughout the calendar year.

8. Miscellaneous.

(a) Withholdings; Deductions. The Company is authorized to withhold and deduct from any benefits, amounts or payments related to this letter agreement or your employment with the Company (i) all federal, state, local and other taxes and (ii) any applicable deductions or withholdings.

(b) Prior Employment. You will be prohibited from using or disclosing any confidential information or trade secrets that you may have learned through any prior employment. You represent and warrant to the Company that you took nothing with you that belonged to any former employer when you left your prior employment positions and that you have nothing that contains any information that belongs to any former employer. If at any time you discover this is incorrect, you will promptly return any such materials to your former employer.

(c) Arbitration.

(i) Subject to Section 8(c)(ii) below, any dispute, controversy or claim between you and any member of the Company Group arising out of or relating to this letter agreement or your employment or engagement with any member of the Company Group ("Disputes") will be finally settled by confidential arbitration in the State of Tennessee in accordance with the then-existing American Arbitration Association ("AAA") Employment Arbitration Rules. The arbitration award will be final and binding on both parties. Any arbitration conducted under this Section 8(c) will be private, will be heard by a single arbitrator (the "Arbitrator") selected in accordance with the then-applicable rules of the AAA and will be conducted in accordance with the Federal Arbitration Act. The Arbitrator will expeditiously hear and decide all matters concerning the Dispute. Except as expressly provided to the contrary in this letter agreement, the Arbitrator will have the power to (A) gather such materials, information, testimony and evidence as the Arbitrator deems relevant to the Dispute before him or her (and each party will provide such materials, information, testimony and evidence requested by the Arbitrator), and (B) grant injunctive relief and enforce specific performance. All Disputes will be arbitrated on an individual

basis, and each party hereto hereby foregoes and waives any right to arbitrate any Dispute as a class action or collective action or on a consolidated basis or in a representative capacity on behalf of other persons or entities who are claimed to be similarly situated, or to participate as a class member in such a proceeding. The decision of the Arbitrator will be reasoned, rendered in writing, be final and binding upon the disputing parties and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction. The parties acknowledge and agree that in connection with any such arbitration and regardless of outcome, except as provided under this Section 8(c), each party will pay all of its own costs and expenses, including its own legal fees and expenses, and the arbitration costs will be shared equally by the Company and you.

(ii) By entering into this letter agreement and entering into the arbitration provisions of this Section 8(c), THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(iii) Nothing in this Section 8(c) will prohibit a party to this letter agreement from (A) instituting litigation to enforce any arbitration award, or (B) joining the other party to this letter agreement in a litigation initiated by a person or entity that is not a party to this letter agreement. Further, nothing in this Section 8(c) precludes you from filing a charge or complaint with a federal, state or other governmental administrative agency.

(d) Governing Law. This letter agreement will in all respects be construed according to the laws of the State of Tennessee without regard to its conflict of laws principles that would result in the applicable of the laws of another jurisdiction.

(e) Entire Agreement; Amendment. This letter agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. This letter agreement may be amended only by a written instrument executed by both parties hereto.

(f) Assignment. This letter agreement is personal to you, and neither this letter agreement nor any rights or obligations hereunder will be assignable or otherwise transferred by you. The Company may assign this letter agreement without your consent, including to any member of the Company Group, and to any successor to or acquirer of (whether by merger, purchase or otherwise) all or substantially all of the equity, assets or businesses of the Company; provided, however, that if this letter agreement is assigned to a member of the Company Group (i) you will remain the Chief Operations Officer of the Company (i.e., Shoals Technologies Group, Inc.) and in such capacity you will continue to report to the CEO and (ii) all equity awards described in this letter agreement will remain with respect to the equity of the Company.

(g) Section 409A. All provisions of this letter agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom, and will be construed and administered in accordance with such intent. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this letter agreement are exempt from, or compliant with, Section 409A and in no event will any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A.





1400 Shoals Way
Portland TN. 37148

+1 615.451.1400
hr@shoals.com
www.shoals.com

(h) Counterparts. This letter agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one part, but together signed by both parties hereto. Electronic copies will have the same force and effect as the originals.

This offer of employment is contingent upon the successful completion of a pre-employment drug screen, determination that you are not restricted from performing your duties because of relevant U.S. Export Laws, and you establishing your identity and your authorization for employment in the United States. The Immigration Reform and Control Act of 1986 requires you to produce acceptable documents showing that you are lawfully authorized to work in the United States.

We at the Company hope that you will accept this offer of employment, and we look forward to welcoming you to the team. If you have any questions, please feel free to reach out to me at brandon.moss@shoals.com. Please sign and return a copy of this letter agreement to confirm your acceptance of the terms and conditions stated herein.

Sincerely,

/s/ Brandon Moss

Brandon Moss
Chief Executive Officer of the Company

By signing and dating this letter agreement below, I accept this offer of employment, on the terms and subject to the conditions set forth in this letter agreement:

Signature: /s/ David Van Bibber
David Van Bibber

Signature Date: 10/8/2025



Source: Shoals Technologies Group November 05, 2025 19:52 ET

Shoals Technologies Group, Inc. Appoints Accomplished Finance Leader, David Van Bibber as Chief Accounting Officer

PORTLAND, Tenn., Nov. 05, 2025 (GLOBE NEWSWIRE) -- Shoals Technologies Group, Inc. ("Shoals"), a leading provider of electrical balance of system solutions for the global energy transition market, announced today the appointment of David Van Bibber as Chief Accounting Officer, strengthening its executive team.

David brings more than 25 years of accounting and finance leadership experience across global, publicly traded manufacturing organizations. Most recently, he served as Controller and Chief Accounting Officer at Haynes International, Inc., where he led the accounting function for the multinational public company. David began his career in public accounting and subsequently held finance roles in a variety of manufacturing industries, including medical devices, wire, cable and connectivity, and most recently, metal alloys.

"David's depth of experience and leadership approach will strengthen our finance organization and help us continue building scalable processes to support Shoals' growth," said Dominic Bardos, Chief Financial Officer at Shoals. "He will be well positioned to ensure the highest standards of financial integrity as we expand our business and deliver value to our shareholders."

David holds an undergraduate degree in Accounting and Finance from Indiana University and an MBA from the Kellogg School of Management at Northwestern University.

About Shoals Technologies Group, Inc.

Shoals Technologies Group is a leading provider of electrical balance of system solutions and components, including battery energy storage solutions and Original Equipment Manufacturer components for the global energy transition market. Since its



founding in 1996, the Company has introduced innovative technologies and systems solutions that allow its customers to substantially increase installation efficiency and safety while improving system performance and reliability. Shoals Technologies Group is a recognized leader in the renewable energy industry. For additional information, please visit: <https://www.shoals.com>.

Forward-Looking Statements.

This press release contains forward-looking statements. All statements other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws. Words, and variations of words, such as “will,” “may,” “expect,” “would,” “could,” “might,” “intend,” “plan,” “believe,” “likely,” “estimate,” “anticipate,” “objective,” “predict,” “project,” “drive,” “seek,” “aim,” “target,” “potential,” “commitment,” “outlook,” “continue,” “goal” or any other similar words are intended to identify our forward-looking statements. Although we believe that the expectations and assumptions reflected in any of our forward-looking statements are reasonable, actual results or outcomes could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and to inherent risks and uncertainties, many of which are beyond our control, which could cause our actual results to differ materially from those indicated in these forward-looking statements. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this presentation except as required by applicable law or regulation. For important information on forward-looking statements, please see our earnings release for Q3 2025 on our investor website at <https://investors.shoals.com>.

For media inquiries, please contact:

Public Relations

Lindsey Williams, VP of Marketing and External Communications Lindsey.williams@shoals.com

Investor Relations

Matt Tractenberg, VP of Finance and Investor Relations

investors@shoals.com