

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): **January 11, 2013**

**Car Charging Group, Inc.**  
(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of incorporation)

**333-149784**  
(Commission File Number)

**03-0608147**  
(IRS Employer Identification No.)

**1691 Michigan Avenue, Sixth Floor**  
**Miami Beach, Florida 33139**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(305) 521-0200**

**N/A**  
(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 (17CFR240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On January 11, 2013, the Board of Directors (the “Board”) for Car Charging Group, Inc. (the “Company”) appointed William Fields as a member of the Board, increasing the number of members on the Board from four to five.

The Board has determined that Mr. Fields qualifies as an independent in accordance with the rules set forth by the standards set forth in Rule 10A-3(b) of the Securities Exchange Act of 1934, as amended (“Rule 10A-3(b”).

Mr. Fields, 63, is Chairman of Intersource Co. Ltd., Chairman of Four Corners International, and General Partner of Origenics. Previously, Mr. Fields served as Chairman and Chief Executive Officer of Factory 2-U Stores, Inc. from 2002 to 2003, President and Chief Executive Officer of Hudson’s Bay Company from 1997 to 1999 and as Chairman and Chief Executive Officer of Blockbuster Entertainment Group, a division of Viacom, Inc., from 1996 to 1997. Mr. Fields has also held numerous positions with Wal-Mart Stores, Inc., which he joined in 1971. He left Wal-Mart in March 1996 as President and Chief Executive Officer of Wal-Mart Stores Division, and Executive Vice President of Wal-Mart Stores, Inc. Mr. Fields has also served as a director of the following companies during the past five years: Lexmark International as Director since 1996, Biosara Corporation, as Chairman, since 2009, Graphic Packaging Corporation from 2005 to 2008, Sharper Image Corporation from 2006 to 2008, and VitaminSpice LLC from 2009 to 2010.

In nominating Mr. Fields to serve as a Director of the Company, the Board of Directors concluded that the following experience, qualifications and skills qualify Mr. Fields to serve as a Director of the Company: significant executive management experience gained as a chief executive officer of four companies, including three publicly-traded companies; valuable experience in retail, supply chain, and consumer goods marketing; strong international experience gained as an executive officer at Wal-Mart Stores, Inc., one of the largest retail chains in the world, Blockbuster Entertainment Group, and Hudson’s Bay Company, Canada’s largest diversified general merchandise retailer; strong educational background with a bachelor’s degree in Economics and Business from the University of Arkansas; financial expertise acquired as a chief executive officer; and significant experience gained as a director of multiple publicly-held companies.

### **Family Relationships**

There are no family relationships between any of the Company’s directors or officers and Mr. Fields.

### **Related Party Transactions**

There are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

### **Director Agreement**

In conjunction with the appointment, the Company entered into a director agreement (the “Agreement”) with Mr. Fields. Every year that he is a member of the Board, Mr. Fields will receive five-year options to purchase 12,000 shares at an exercise price equal to \$0.01 above the closing price on the date of grant, which will vest two years following the grant date. For every board meeting he attends, Mr. Fields will receive five-year options to purchase 5,000 shares at an exercise price equal to \$0.01 above the closing price on the date of grant, which will vest two years following the grant date, and \$1,500, which can be paid in shares at a value of \$3,000 at the Company’s discretion. Additionally, should Mr. Fields become chairman of any Board committee, he will receive \$1,500 for every committee meeting attended, which can be paid in shares at a value of \$3,000 at the Company’s discretion. Upon the execution of the Agreement, Mr. Fields received 50,000 shares.

The foregoing description of the Director Agreement is subject to and qualified in its entirety by reference to the full text of the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Report”) and is incorporated by reference into this Item 5.02.

## **Item 8.01 Other Events**

### **Press Release**

On February 20, 2012, the Company issued a press release, attached as exhibit 99.1 to this Report, announcing the appointment of Mr. Fields as Chairman of the Board.

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

(d) Exhibits

### **Exhibit**

#### **Number Description**

10.1	Director Agreement
99.1	Press Release

**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.

Dated: March 18, 2013

Car Charging Group, Inc.

By: /s/ Michael D. Farkas

Michael D. Farkas  
Chief Executive Officer



# CARCHARGING™

March 14, 2013

Mr. William Fields  
2083 Flintrock Trace  
Austin, TX 78738

**Re: Board of Directors Offer Letter Agreement**

Dear Bill,

I am very pleased to offer you a position as a member of the Board of Directors (the "Board") of Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging" or the "Company").

Should you choose to accept this position as a member of the Board, this letter shall constitute an agreement between you and the Company (the "Agreement") and contains all of the terms and conditions relating to the services you are to provide. This Agreement is based on the following terms and conditions:

**Start Date:** The date your appointment is formally approved by the Board of Directors of the Company (the "Effective Date") shall constitute your starting date. You will serve as member of the Board until the annual meeting for the year in which your term expires or until your successor has been elected and qualified, subject however, to your prior death, resignation, retirement, disqualification or removal from office.

**Term:** Your initial term shall be three (3) years.

**Services:** You shall render services as a member of the Board (hereinafter your "Duties"). During the term of this Agreement, you shall attend and participate in such number of meetings of the Board as regularly or specially called, but in any case no fewer than four (4) meetings per year. You may attend and participate in each such meeting, via teleconference, videoconference or in person. You shall consult with other members of the Board regularly and as necessary via telephone, electronic mail or other forms of correspondence. You shall also participate in approximately four (4) conference calls for operational purposes with the Company's management in any year.

**Committees:** You acknowledge and agree that, in order to meet SEC and NYSE rules, you will be required to serve on one or more of the Board's Audit Committee, Compensation Committee, and/or Nominating and Governance Committee, and that such committee assignments will be agreed between you and the Company, and that you will be compensated for service on any committee as provided herein.

**Compensation:** During your term as a member of the Board, in consideration of your services, you will receive the following: (i) upon execution of this Agreement, 50,000 fully paid and nonassessable shares (the "Shares") of Company restricted common stock (the "Common Stock") and an option to purchase up to 12,000 shares of Common Stock at an exercise price per share equal to \$0.01 above the closing price on the date of issuance; (ii) on each anniversary of the Effective Date, options to purchase up to 12,000 shares of Common Stock at an exercise price per share equal to \$0.01 above the closing price on the date of issuance; (iii) options to purchase up to 5,000 shares of Common Stock for your attendance at any Company Board meeting at an exercise price equal to \$0.01 above the closing price on the date of issuance; (iv) a nominal fee of \$1,500 (the "Nominal Fee") for each Board Meeting you attend and (v) should you become chairman of any committee of the Board, \$1,500 per committee meeting you attend (the "Additional Fee").

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At the option of the Company, the Nominal Fee and the Additional Fee may be paid in Company Common Stock, at a value of two times its cash value. All options given under this Agreement shall be non-cashless, shall vest after a period of two (2) years and shall expire five (5) years from the date of issue.

**Sale Restrictions.** You hereby agree that you will not, without the prior written consent of the Company, offer, pledge, sell, contract to sell, hypothecate, lend, transfer or otherwise dispose of any of the shares which you own or have a right to acquire as of the date hereof (collectively, the "Lockup Shares") for a period of six (6) months following the date you receive the Lockup Shares (the "Lockup Period"). Following the expiration of the Lockup Period, you shall have the right, in the aggregate, to sell, dispose of or otherwise transfer the Lockup Shares without restriction, up to five percent (5%) of the total daily trading volume of the Company's common stock.

Any subsequent issuance to and/or acquisition by you of Common Stock or options or instruments convertible into Common Stock shall be subject to the restrictions contained herein.

Until such time as you have sold all of the Lockup Shares, within five (5) business days of any sale, transfer or other transaction made by you with regard to the Company's securities, you shall deliver to the Company a written statement detailing (i) the sale, transfer or other transaction giving rise to such written statement and (ii) your current holdings of the Company's securities.

Permitted Transfers. Notwithstanding the foregoing restrictions on transfer, you may, at any time and from time to time, transfer the Lockup Shares (i) as bona fide gifts or transfers by will or intestacy, (ii) to any trust for your direct or indirect benefit or your immediate family, provided that any such transfer shall not involve a disposition for value, (iii) to a partnership which is the general partner of a partnership of which you are a general partner, or (iv) make a gift of to an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended provided, that, in the case of any gift or transfer described in clauses (i), (ii), (iii) or (iv), each donee or transferee agrees in writing to be bound by the terms and conditions contained herein in the same manner as such terms and conditions apply to the undersigned so that in the aggregate, no more than the number of Lockup Shares allowable under this Agreement may be transferred on a given day, except in accordance with the terms hereof. For purposes hereof, "immediate family" means any relationship by blood, marriage or adoption, not more remote than first cousin.

CAR CHARGING GROUP, INC.  
1691 MICHIGAN AVE., STE 601 ● MIAMI BEACH, FL 33139  
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**Ownership.** Until such time as you have sold the shares in question, you shall retain all rights of ownership in the Lockup Shares, including, without limitation, voting rights and the right to receive any dividends that may be declared in respect thereof.

The Company is hereby authorized to disclose the existence of this Agreement to its transfer agent and such transfer agent shall only release shares in accordance with the limitations contained herein. The Company and its transfer agent are hereby authorized to decline to make any transfer of the Lockup Shares if such transfer would constitute a violation or breach of this Agreement.

**Expenses:** The Company agrees to reimburse all of your travel and other reasonable documented expenses relating to your attendance at meetings of the Board. In addition, the Company agrees to reimburse you for reasonable expenses that you incur in connection with the performance of your duties as a director of the Company.

**Indemnification:** You will receive indemnification as a director of the Company to the maximum extent extended to directors of the Company generally, as set forth in the Company's Certificate of Incorporation and bylaws.

**D&O Insurance:** During your term as a member of the Board, the Company shall include you as an insured under an officers and directors insurance policy, with current coverage of five million dollars (\$5,000,000) for all losses in the aggregate, including defense costs.

**Service For Others:** You will be free to represent or perform services for other persons during the term of this Agreement. However, you agree that you do not presently perform and do not intend to perform, during the term of Agreement, similar Duties, consulting or other services for companies whose businesses are or would be, in any way, competitive with the Company (except for companies previously disclosed by you to the Company in writing). Should you propose to perform similar Duties, consulting or other services for any such company, you agree to notify the Company in writing in advance (specifying the name of the organization for whom you propose to perform such services) and to provide information to the Company sufficient to allow it to determine if the performance of such services would conflict with areas of interest to the Company.

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**No Assignment:** Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the Company.

**Confidential Information:** In consideration of your access to the premises of the Company and/or you access to certain Confidential Information of the Company, in connection with your business relationship with the Company, you hereby represent and agree as follows:

**Definition.** For purposes of this Agreement the term “Confidential Information” means:

- i. Any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; or
- ii. Any information that is related to the business of the Company and is generally not known by non-Company personnel.
- iii. By way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

**Exclusions.** Notwithstanding the foregoing, the term Confidential Information shall not include:

- i. Any information which becomes generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you;
- ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and
- iii. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

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Documents. You agree that, without the express written consent of the Company, you will not remove from the Company's premises, any notes, formulas, programs, data, records, machines or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. In the event you receive any such documents or items by personal delivery from any duly designated or authorized personnel of the Company, you shall be deemed to have received the express written consent of the Company. In the event that you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You shall promptly return any such documents or items, along with any reproductions or copies to the Company upon the Company's demand, upon termination of this Agreement, or upon your termination or Resignation, as defined herein.

No Disclosure. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph (d) shall survive termination of this Agreement.

**Termination  
and  
Resignation:**

Your membership on the Company's Board may be terminated for any or no reason at a meeting called for the purpose of the election of directors by a vote of the stockholders holding at least a majority of the shares of the Company's issued and outstanding shares entitled to vote. Your membership on a Board committee may be terminated for any or no reason at any meeting of the Board by or by written consent of, a majority of the Board at any time. You may also terminate your membership on the Board or on a committee for any or no reason by delivering your written notice of resignation to the Company ("Resignation"), and such Resignation shall be effective upon the time specified therein or, if no time is specified, upon receipt of the notice of resignation by the Company. Upon the effective date of the termination or Resignation, your right to compensation hereunder will terminate subject to the Company's obligations to pay you any cash compensation (or equivalent value in Company Common Stock) that you have already earned and to reimburse you for approved expenses already incurred in connection with your performance of your Duties as of the effective date of such termination or Resignation.

**Governing  
Law:**

All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the law of the State of Nevada applicable to agreements made and to be performed entirely in the State of Nevada.

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**Entire Agreement:**  
**Amendment:**  
**Waiver:**  
**Counterparts:**

This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this agreement may be amended and observance of any term of this agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

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William Fields Offer Letter

This Agreement sets forth the complete terms of your service on the Board. Nothing in this Agreement should be construed as an offer of employment. If the foregoing terms are agreeable, please indicate your acceptance by signing in the space provided below and returning this Agreement to the Company.

Sincerely,

By: /s/ Michael D. Farkas  
Michael D. Farkas  
Chief Executive Officer

*Accepted and Agreed:*

Signature: /s/ William Fields

Name: William Fields

Date: 12/18/12

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FOR IMMEDIATE RELEASE

**Former Wal-Mart Stores President and CEO, Bill Fields, Appointed to CarCharging's Board of Directors**

*Bill Fields Adds Extensive Retail and Manufacturing Experience to Electric Vehicle (EV) Charging Service Provider*

**February 20, 2013 - Miami Beach, Fla.** - Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging"), a nationwide provider of convenient electric vehicle (EV) charging services, announced today the appointment of former President and Chief Executive Officer of Wal-Mart Stores ("Wal-Mart"), William "Bill" Fields, to its Board of Directors. During his 25-year career with Wal-Mart, Mr. Fields was responsible for over 2,000 stores and 600,000 employees, and directed strategic planning in operations, merchandising, marketing, and logistics.

In addition to serving as President and Chief Executive Officer of the Wal-Mart Stores Division, Mr. Fields held various senior executive positions within the organization, including Assistant to Wal-Mart Founder, Sam Walton; Senior Vice President of Distribution and Transportation; and Executive Vice President of Wal-Mart, Inc. After leaving Wal-Mart, Mr. Fields served as Chairman and Chief Executive Officer of Blockbuster Entertainment Group, a division of Viacom, Inc.; and President and Chief Executive Officer of Hudson's Bay Company, a 328 year-old Canadian retail corporation.

"Bill Fields has a wealth of retail and manufacturing knowledge and experience, and we are so pleased to have him join CarCharging's Board of Directors," said Michael D. Farkas, CEO of CarCharging. "With the recent appointment of former Governor of New Mexico, Bill Richardson, as our Chairman of the Board, we look forward to continuing to develop our independent Board of Directors and working towards fulfilling all of the necessary requirements to assist us in becoming listed on a national stock exchange."

"I am delighted to join CarCharging's Board of Directors," said Bill Fields. "The electric car market has finally reached its tipping point, becoming more mainstream. Electric cars were once considered the future, but the future is here, the time is now. I look forward to assisting the management team in their efforts to expand their charging services to include residential charging equipment and offer the equipment via major retailers."

Mr. Fields currently serves as Chairman and Founder of Four Corners Sourcing, and is a Director of Lexmark International, Inc. Mr. Fields also served as a board member of the National Retail Foundation and United Way of America.

## **About Car Charging Group, Inc.**

Car Charging Group, Inc. (OTCQB: CCGI) is a pioneer in nationwide public electric vehicle (EV) charging services at accessible and convenient locations. Headquartered in Miami, Florida with offices in California, Canada, and Spain, CarCharging is committed to creating a robust, feature-rich network for EV charging. CarCharging typically pays for all hardware, installation, maintenance and related services; therefore, eliminating initial capital costs for all property owners.

CarCharging has more than 45 strategic partnerships across various business sectors. CarCharging's partners manage or own a total of 6.5 million parking spaces, and include, but are not limited to Ace Parking, Central Parking, Equity One, Equity Residential, Forest City Enterprises, Walgreens, Pennsylvania Turnpike Commission, City of Miami Beach, and the City of Norwalk, Connecticut. CarCharging's services utilize EV charging stations manufactured by ChargePoint®.

For more information about CarCharging or to pinpoint EV charging locations, please visit [www.CarCharging.com](http://www.CarCharging.com).

## **Forward-Looking Safe Harbor Statement**

This press release contains forward-looking statements as defined within Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. By their nature, forward-looking statements and forecasts involve risks and uncertainties because they relate to events and depend on circumstances that will occur in the near future. Those statements include statements regarding the intent, belief or current expectations of Car Charging Group, Inc., and members of its management as well as the assumptions on which such statements are based. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements. Car Charging Group, Inc. undertakes no obligation to update or revise forward-looking statements to reflect changed circumstances.

### **CarCharging Media Contact:**

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### **CarCharging Investor Relations:**

Constellation Asset Advisors, Inc.  
(415) 524-8500  
[www.ConstellationAA.com](http://www.ConstellationAA.com)

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