

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, 2008

CNS RESPONSE, INC.

(Exact name of registrant as specified in its charter)

DELAWARE (State or other jurisdiction of incorporation)	0-26285 (Commission File Number)	87-0419387 (I.R.S. Employer Identification No.)
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2755 BRISTOL STREET, SUITE 285
COSTA MESA, CALIFORNIA 92626
(Address of Principal Executive Offices/Zip Code)

(714) 545-3288
(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))

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

APPOINTMENT OF DR. HOFFMAN AS CHIEF MEDICAL OFFICER

On January 11, 2008, we entered into an Employment Agreement (the "Employment Agreement") with Daniel Hoffman pursuant to which Dr. Hoffman will serve as our Chief Medical Officer commencing January 15, 2008. During the period of his employment, Dr. Hoffman will receive a base salary of \$150,000 per annum, which is subject to upward adjustment. Dr. Hoffman will also have the opportunity to receive bonus compensation, if and when approved by our Board of Directors.

Dr. Hoffman's employment is on an "at-will" basis, and Dr. Hoffman may terminate his employment with us for any reason or for no reason. Similarly, we may terminate Dr. Hoffman's employment with or without cause. If we terminate Dr. Hoffman's employment without cause or Dr. Hoffman involuntarily terminates his employment with us, Dr. Hoffman will be eligible to receive as severance his salary and benefits for a period equal to six months payable in one lump sum upon termination. If Dr. Hoffman is terminated by us for cause, or if Dr. Hoffman voluntarily terminates his employment, he will not be entitled to any severance. Dr. Hoffman will be entitled to four weeks vacation per annum, health and dental insurance coverage for himself and his dependents, and other fringe benefits that we may offer our employees from time to time.

Prior to Dr. Hoffman's appointment to the position of Chief Medical Officer, Dr. Hoffman was granted options to purchase an aggregate of 814,062 shares of our common stock at an exercise price of \$1.09 on August 7, 2007, as compensation for his services to us as a consultant. In accordance with the terms of the Employment Agreement, the terms of Dr. Hoffman's option grant will be amended to provide that in the event of a change of control transaction, Dr.

Hoffman's options will partially accelerate.

The description of Dr. Hoffman's employment agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

DR. HOFFMAN'S EXPERIENCE

Dr. Hoffman is a Neuropsychiatrist with over 25 years experience treating general psychiatric conditions such as depression, bipolar disorder and anxiety. He provides the newest advances in diagnosing and treating attentional and learning problems in children and adults. Dr. Hoffman has authored over 40 professional articles, textbook chapters, poster presentations and letters to the editors on various aspects of neuropsychiatry, Quantitative EEG, LORETA, Referenced EEG, advances in medication management, national position papers and standards, Mild Traumatic Brain Injury, neurocognitive effects of Silicone Toxicity, sexual dysfunction and other various topics. Dr. Hoffman has given over 58 major presentations and seminars, including Grand Rounds at Universities and Hospitals, workshops and presentations at national society meeting (such as American Psychiatric Association and American Neuropsychiatric Association),

national CME conferences, insurance companies, national professional associations, panel member discussant, and presenter of poster sessions. Dr Hoffman has a Bachelor of Science in Psychology from the University of Michigan, an MD from Wayne State University School of Medicine and conducted his Residency in Psychiatry at the University of Colorado Health Sciences Center. During the past five years, Dr. Hoffman has served as the President and CEO of Neuro-Therapy Clinic, P.C., a company that is focused on discovering ways to integrate technology into the creation of better business practices.

TRANSACTIONS WITH DR. HOFFMAN

In connection with his appointment as Chief Medical Officer of the company, we entered into a Stock Purchase Agreement with Neuro-Therapy Clinic, P.C. ("Neuro"), a Colorado professional medical corporation wholly owned by Dr. Hoffman, and Dr. Hoffman. Pursuant to the agreement, Dr. Hoffman sold all of the shares of Neuro to us for a purchase price of \$300,000 to be paid in cash. We expect the acquisition of Neuro will help us further define the opportunity to use technology in general, and our core technology referred to as "rEEG" in particular, to improve our business performance.

Prior to his employment with us, Dr. Hoffman participated in our private placement transaction which closed on May 16, 2007. In the private placement, we received gross proceeds of approximately \$7.8 million from institutional investors and other high net worth individuals, including \$50,000 from Dr. Hoffman. In exchange for his investment, Dr. Hoffman was issued 41,667 shares of our common stock, and a fully-vested five year non-callable warrant to purchase 12,501 shares of our common stock at an exercise price of \$1.80 per share.

In addition, Dr. Hoffman has acted as a consultant to the corporation on various matters since 2003. Prior to August of 2006, Dr. Hoffman was compensated for his services through the issuance of options to purchase an aggregate of 119,013 shares of our common stock at \$0.12 per share, and through the issuance of 56,377 shares of our common stock. Subsequent to August of 2006, Mr. Hoffman has received cash payments in consideration for his services to us, as well as an option to purchase 814,062 shares of our common stock, as earlier described.

Other than as described above, Dr. Hoffman did not have any material interest, direct or indirect, in any transaction to which we were a party since September 30, 2005, or which is presently proposed.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

The following exhibit is filed herewith:

EXHIBIT NUMBER	DESCRIPTION
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10.1	Employment Agreement by and between CNS Response, Inc. and Daniel Hoffman dated January 11, 2008.
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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.

CNS Response, Inc.

Date: January 17, 2008

By: /s/ Horace Hertz

Horace Hertz
Chief Financial Officer

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EXHIBIT INDEX

EXHIBIT NUMBER

DESCRIPTION OF EXHIBIT

10.1

Employment Agreement by and between CNS Response, Inc. and Daniel Hoffman dated January 11, 2008.

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January 11, 2008

Daniel A. Hoffman, M.D.
5885 South Goldsmith Drive
Greenwood Village, Colorado 80111

Dear Daniel,

On behalf of CNS Response, Inc. (the "Company"), I am pleased to offer you a full-time position with the Company based upon the following terms:

1. POSITION. Upon acceptance of this offer, you will continue to be the Chief Medical Officer of the Company, reporting to the Chief Executive Officer, with your service in this capacity to be on a full-time basis. You will be expected to devote at least forty (40) hours per week to the performance of your duties (except for vacation periods as set forth herein and reasonable periods of illness or other incapacities permitted by Company's general employment policies) and to give your best efforts to such duties. Your position may require that you travel from time to time as the Company may reasonably request and as shall be appropriate and necessary in the performance of your duties.

2. EFFECTIVE DATE. The effective date of full-time employment shall be: January 15, 2008.

3. AT-WILL EMPLOYMENT. YOU SHOULD BE AWARE THAT YOUR EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED PERIOD AND CONSTITUTES "AT-WILL" EMPLOYMENT. AS A RESULT, YOU ARE FREE TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON OR FOR NO REASON. SIMILARLY, THE COMPANY IS FREE TO TERMINATE YOUR EMPLOYMENT, AT ANY TIME, FOR "CAUSE" OR FOR NO CAUSE. "CAUSE" SHALL MEAN YOUR: (A) INDICTMENT OR CONVICTION OF ANY FELONY OR OF ANY CRIME INVOLVING DISHONESTY OR MORAL TURPITUDE; (B) PARTICIPATION IN ANY FRAUD AGAINST COMPANY; (C) PERSISTENT FAILURE TO SUBSTANTIALLY PERFORM YOUR MATERIAL JOB DUTIES; PROVIDED, HOWEVER, THAT THE COMPANY SHALL PROVIDE YOU WRITTEN NOTICE OF SUCH FAILURE AND YOU SHALL HAVE FIFTEEN (15) DAYS TO CURE; AND (D) INTENTIONAL DAMAGE TO ANY PROPERTY OF COMPANY OR ITS SUBSIDIARIES OR AFFILIATES. IN THE EVENT OF TERMINATION OF YOUR EMPLOYMENT, YOU WILL NOT BE ENTITLED TO ANY PAYMENTS, BENEFITS, OR EMPLOYMENT COMPENSATION OTHER THAN AS SET FORTH HEREIN. IF COMPANY TERMINATES YOUR EMPLOYMENT WITHOUT CAUSE OR YOU "INVOLUNTARILY TERMINATE" YOUR EMPLOYMENT WITH THE COMPANY, YOU SHALL RECEIVE, AS SEVERANCE, YOUR SALARY AND BENEFITS FOR A PERIOD EQUAL TO SIX (6) MONTHS, PAYABLE IN ONE LUMP SUM UPON TERMINATION. YOU

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SHALL BE CONSIDERED TO INVOLUNTARILY TERMINATE YOUR EMPLOYMENT WITH THE COMPANY IF THE COMPANY (A) COMMITS A BREACH OF THIS OFFER LETTER WHICH REMAINS UNCURED FIFTEEN (15) DAYS AFTER YOU PROVIDE WRITTEN NOTICE TO THE COMPANY OF SUCH BREACH, OR (B) CHANGES, WITHOUT YOUR CONSENT OR PURSUANT TO A CORPORATE TRANSACTION (AS DEFINED IN SECTION 6 BELOW), YOUR TITLE OR RESPONSIBILITIES SO THAT YOU ARE NO LONGER THE CHIEF MEDICAL OFFICER OF THE COMPANY. IF YOUR EMPLOYMENT IS TERMINATED BY COMPANY WITH CAUSE OR YOU VOLUNTARILY TERMINATE YOUR EMPLOYMENT, YOU SHALL NOT BE ENTITLED TO SEVERANCE.

4. COMPENSATION. The Company will pay you a salary of \$150,000 per annum, payable in amounts of \$6,250 twice-monthly, less applicable withholdings. Your salary will begin as of the effective date of employment. The first and last payment by the Company to you will be prorated, if necessary, to reflect a commencement or termination date other than the first or last working day of a pay period. Your salary and performance shall be reviewed at least annually by the President or the Company's board of directors. You may receive increases in annual salary from time to time as determined by the CEO or the Board, but in no event shall your annual salary be decreased below \$150,000. In addition, you shall be entitled to the incentive (bonus) compensation, if and when approved by the Company's Board of Directors.

5. VACATION AND BENEFITS. Upon the Effective Date of your employment and then for so long as you are employed by the Company you will accrue 1.66 days of paid time off ("PTO") for each full month you are employed by the Company. Vacation days shall be deducted from your accrued PTO. You shall be entitled to health and dental insurance coverage for you and your dependents, with premiums paid in full by Company, effective immediately upon your commencement of employment. You will also be entitled to standard fringe benefits in accordance with the Company's practices covering employees, as such benefits may be in effect from time to time.

6. STOCK OPTION GRANTS. The Company made two stock option grants to you on August 8, 2007 (the "Grants") to purchase the Company's Common Stock pursuant to the Company's 2006 Incentive Stock Plan (the "Plan") adopted by the board of

directors and stockholders of the Company. The exercise price, vesting schedules and terms and conditions of the stock options are set forth in the Grants, subject to all provisions of the Plan and your continued employment with the Company. In addition to the vesting rights set forth in the Grants and the Plan, your vesting schedule for the option shares shall accelerate if Company is involved in a "Corporate Transaction" such that a portion of your unvested option shares will vest as follows: the number of unvested options at the date of Corporate Transaction times the ratio of the time elapsed between the Grant Date and the date of Corporate Transaction over the vesting period (42 months). A Corporate Transaction shall mean (a) a sale of substantially all of the assets of the Company; (b) a merger or consolidation in which the Company is not the

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surviving corporation (other than a merger or consolidation in which shareholders immediately before the merger or consolidation have, immediately after the merger or consolidation, greater stock voting power); (c) a reverse merger in which the company is the surviving corporation but the shares of the Company's common stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise (other than a reverse merger in which stockholders immediately before the merger have, immediately after the merger, greater stock voting power); or (d) any transaction or series of related transactions in which in excess of 50% of the Company's voting power is transferred.

7. EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT. As a condition of accepting this offer of employment, you will be required to complete, sign and return the Company's standard form of Confidential Information, Invention Assignment and Arbitration Agreement.

8. IMMIGRATION LAWS. For purposes of federal immigration laws, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided within 3 business days of the effective date of your employment, or your employment relationship with the Company may be terminated.

9. CONFLICTING EMPLOYMENT. During the period that you render services to the Company, you will not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. You represent that your signing of this offer letter, agreement(s) representing stock options granted to you, if any, under the Plan and the Company's Confidential Information, Invention Assignment and Arbitration Agreement and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

10. ENTIRE AGREEMENT. This offer letter, the Confidential Information, Invention Assignment and Arbitration Agreement and the agreement(s) representing stock options granted to you, if any, under the Plan, when signed by you, set forth the terms of your employment with the Company and supersede any and all prior representations and agreements, whether written or oral.

11. AMENDMENT. This offer letter can only be amended in writing signed by you and an officer of the Company. Any waiver of a right under this offer letter must be in writing.

12. GOVERNING LAW. This offer letter will be governed under the laws of the State of California applicable to such agreements made and to be performed entirely within such State.

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We look forward to you joining the Company. If the foregoing terms are agreeable, please indicate your acceptance by signing the enclosed copy of this letter in the space provided below and returning it to me within three days.

Sincerely,

CNS RESPONSE, INC.

By: /s/ Leonard Brandt

Leonard Brandt, CEO

AGREED AND ACCEPTED:

/s/ Daniel A. Hoffman

Daniel A. Hoffman, M.D.