

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

ENCISION INC

Form: SC 13D/A

Date Filed: 2017-02-13

Corporate Issuer CIK: 930775

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Schedule 13D

(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED
PURSUANT TO RULE 13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

Encision Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

29254Q104

(CUSIP Number)

Timothy J. Wynne

1625 South Tacoma Way

Tacoma, WA 98409

253-709-2984

With a Copy to:

David E. Myre, Jr.

Hillis Clark Martin & Peterson P.S.

999 Third Ave., Suite 4600

Seattle, WA 98104

206-623-1745

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 9, 2017

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON	
	Timothy J. Wynne	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 581,142
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 581,142
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 581,142	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.4%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Brett M. Telford		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OR ORGANIZATION Australia		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 581,142	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 581,142	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 581,142		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 5.4%		
14	TYPE OF REPORTING PERSON IN		

This Amendment No. 2 (this "Amendment No. 2") amends and supplements the Statement of Beneficial Ownership on Schedule 13D originally filed with the Securities and Exchange Commission on December 27, 2016 by Timothy J. Wynne and Brett M. Telford, as amended by that Amendment No. 1 filed with the Securities and Exchange Commission on January 19, 2017 by Timothy J. Wynne and Brett M. Telford, with regards to the Common Stock of Encision Inc. (as amended, the "Statement"). Capitalized terms used but not defined in this Amendment No. 2 shall have the meanings given to them in the Statement.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Statement is hereby amended and supplemented by adding the following:

On January 27, 2017, Tim Wynne purchased an additional 100 shares of Common Stock directly using personal funds.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Statement is hereby amended and supplemented by adding the following:

In order to facilitate discussions regarding the Proposed Transaction, the Company delivered a Confidential Non-Disclosure Agreement signed by the Company and dated February 8, 2017 to the Reporting Persons (the "NDA"). On February 9, 2017, the Reporting Persons countersigned the NDA and returned it via email to the Company.

A copy of the NDA is filed as Exhibit 99.4 to this Amendment No. 2 and incorporated herein by this reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Statement is hereby amended and replaced in its entirety with the following:

(a) , (b) Based upon the Issuer's quarterly report on Form 10-Q for the quarterly period ended September 30, 2016, there were 10,673,225 shares of the Common Stock outstanding as of October 31, 2016.

Based on the foregoing, the 581,142 shares of the Common Stock (the "Subject Shares") beneficially owned by the group represent approximately 5.44% of the shares of the Common Stock issued and outstanding.

Tim Wynne and Brett Telford have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Subject Shares.

As of the date hereof, none of the Reporting Persons own any shares of the Common Stock other than the Subject Shares covered in this Statement.

(c) Exhibit 99.2, which is incorporated by reference into this Item 5(c) as if restated in full, describes all of the transactions in shares of Common Stock, swaps and options, if any, that were effected in the past sixty days by the Reporting Persons for the benefit of the Reporting Persons. Except as set forth in Exhibit 99.2 attached hereto, within the last 60 days, no reportable transactions were effected by any Reporting Person.

(d) No other person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of the Common Stock covered by this Schedule 13D.

(e) Not applicable.

ITEM 7. MATERIAL TO BE FILED AS AN EXHIBIT

Exhibit 99.2, Trading Data, is amended and replaced in its entirety with Exhibit 99.2 attached hereto and incorporated herein by this reference

Item 7 is further amended and supplemented by adding the following exhibit:

Exhibit 99.4 Confidential Non-Disclosure Agreement, signed by the Company February 8, 2017 and by the Reporting Persons February 9, 2017.

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: February 13, 2017

/s/ Timothy J. Wynne

Timothy J. Wynne

/s/ Brett M. Telford

Brett M. Telford

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
Exhibit 99.2	Trading data.
Exhibit 99.4	Confidential Non-Disclosure Agreement, signed by the Company February 8, 2017 and by the Reporting Persons February 9, 2017.

TRADING DATA

Trade Date	Buy/Sell	Quantity of Shares	Unit Cost	Security
10/31/2016	Buy	900	\$0.3283	Common Stock
11/2/2016	Buy	38,413	\$0.2888	Common Stock
11/29/2016	Buy	40,000	\$0.2153	Common Stock
11/30/2016	Buy	40,000	\$0.1996	Common Stock
12/7/2016	Buy	500	\$0.2860	Common Stock
12/7/2016	Buy	500	\$0.3788	Common Stock
12/8/2016	Buy	40,000	\$0.2635	Common Stock
12/14/2016	Buy	15,000	\$0.2732	Common Stock
1/9/2017	Buy	37,500	\$0.2626	Common Stock
1/17/2017	Buy	100	\$0.2600	Common Stock
1/27/2017	Buy	100	\$0.2550	Common Stock

ENCISION INC.
CONFIDENTIAL NON-DISCLOSURE AGREEMENT

Encision Inc. ("Company"), a Colorado Corporation, having a principal place of business at 6797 Winchester Circle, Boulder, Colorado 80301 and The O.R. Company. ("Promisor"), having principal places of business at 1625 South Tacoma Way, Tacoma, WA 98409 USA and 122-124 Balmain Street Richmond, VIC 3121 Australia hereby agree as follows:

- 1) To further a potential business relationship between Company and Promiser, it is necessary and desirable that the Company and Promiser (the "Parties") disclose to each other certain proprietary and confidential information concerning certain strategy, financial, technology, know-how, data, and/or other information of the Parties relating to their current and/or proposed business operations (hereinafter referred to as "Confidential Information"). Confidential Information includes information, technical data, or know-how, including, but not limited to, the Parties research, products, software, services, development, inventions, processes, designs, drawings, engineering, sales, marketing, or finances, disclosed by either Party either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment, whether or not marked Confidential Information.
- 2) The Parties agree not to use Confidential Information for their own use or for any purpose except to evaluate whether either Party desires to become engaged with the other Party in a business relationship, or, after becoming engaged, to carry out the business with the other Party. Each Party agrees to use its best efforts to prevent inadvertent disclosure of Confidential Information to others. Each Party agrees to treat the Confidential Information with at least the same degree of care that it treats similar materials of its own. Each Party agrees not to disclose the other Party's Confidential Information to any third parties or to any of its employees except employees who are required to have the Confidential Information to evaluate the business possibility or to carry out the business relationship between the parties.
- 3) The obligations of paragraph 2 hereof shall terminate with respect to any particular portion of the Confidential Information:
 - a) When the recipient of the Confidential Information can document that:
 - i) It was in the public domain at the time of the communication thereof to the recipient; or
 - ii) It entered the public domain through no action of the recipient subsequent to the time of disclosing Party's communication thereof to recipient
 - b) When it is communicated by the disclosing Party to a third party free of any obligation of confidence; or
 - c) Upon the prior written consent of the disclosing Party.
- 4) All materials, including, without limitation, documents, decks, drawings, models, apparatus, sketches, designs, schedules, and lists, furnished to each Party by the other Party shall remain the property of the disclosing Party and nothing contained herein shall be construed as giving the recipient any license or rights with respect to any information or materials which may be disclosed to the recipient including Confidential Information. Neither Party shall make copies of any Confidential Information without the prior written consent of the disclosing Party and the recipient shall return to the disclosing Party promptly at its request all Confidential Information along with all copies made thereof and all documents or things containing any portion of any Confidential Information.

- 5) Communications from either Party to the personnel and authorized representatives of the other Party shall not be in violation of the proprietary rights of a third party and shall be made without any obligation of confidence.
- 6) Communication of confidential, non-public information, places the parties receiving the information and their affiliates as insider status. You hereby acknowledge that you are aware, and that each of your affiliates and representatives are aware, of your and their responsibilities under United States federal and state securities laws regarding trading in securities while in possession of material non-public information obtained from or on behalf of the issuer thereof and with respect to providing such information to other persons who purchase or sell securities of such issuer.
- 7) This Agreement shall be construed in accordance with the laws of the State of Colorado.
- 8) Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
- 9) This Agreement shall remain in effect for one (1) year following the last date of signature below. The obligations of confidentiality shall continue for a period of (2) years following expiration or termination of the agreement.
- 10) This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements, and agreements between the parties hereto, whether oral or written, with respect to the subject matter hereof.

ACKNOWLEDGED, ACCEPTED AND AGREED TO BY:

Encision Inc.

The O.R. Company

Date: February 8, 2017

Date: February 9, 2017

By: /s/ Gregory J. Trudel

By: /s/ Timothy J. Wynne

Gregory J. Trudel
President & CEO
Encision Inc.

Timothy J. Wynne
The O.R. Company