

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C.  
20549

**SCHEDULE  
13D**

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

**Symbotic Inc.**

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(Name of  
Issuer)

**Class A Common Stock, par value \$0.0001 per share**

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(Title of Class of  
Securities)

**87151X101**

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(CUSIP  
Number)

**Richard B.  
Cohen c/o  
Symbotic Inc.  
200 Research  
Drive  
Wilmington, MA  
01887**

**Telephone: (978) 284-2800**

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

**January 13, 2023**

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(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-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).

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1	NAMES OF REPORTING PERSONS <b>Richard B. Cohen</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>219,323,968 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>219,323,968 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>219,323,968 (1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>78.7% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

- (1) Consists of (i) 163,355,074 shares of Class V-3 common stock and 6,434,118 shares of Class V-1 common stock held of record by The RBC 2021 4 Year GRAT, of which Richard B. Cohen is trustee, (ii) 41,549,600 shares of Class V-3 common stock and 2,818,148 shares of Class V-1 common stock held of record by RJJRP Holdings, Inc., of which Richard B. Cohen is the President and Chief Executive Officer, and (iii) 4,971,224 shares of Class V-3 common stock and 195,804 shares of Class V-1 common stock held of record by the Richard B. Cohen Revocable Trust, of which Richard B. Cohen is trustee. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 278,683,018 shares of Class A common stock outstanding (which reflects the sum of (x) 59,359,050 shares of Class A common stock outstanding as of January 3, 2023 and (y) 219,323,968 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 554,681,109 shares of the Issuer's common stock outstanding as of January 3, 2023 (including (i) 59,359,050 shares of Class A common stock, (ii) 78,389,034 shares of Class V-1 common stock, and (iii) 416,933,025 shares of Class V-3 common stock), the Reporting Person beneficially owns 39.5% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of January 3, 2023.

1	NAMES OF REPORTING PERSONS <b>The RBC 2021 4 Year GRAT</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>169,789,192 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>169,789,192 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>169,789,192 (1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>74.1% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

- (1) Consists of 163,355,074 shares of Class V-3 common stock and 6,434,118 shares of Class V-1 common stock held of record by The RBC 2021 4 Year GRAT. Richard B. Cohen may be deemed to have voting and dispositive power with respect to the shares by virtue of his position Trustee of The RBC 2021 4 Year GRAT. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).

- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 229,148,242 shares of Class A common stock outstanding (which reflects the sum of (x) 59,359,050 shares of Class A common stock outstanding as of January 3, 2023 and (y) 169,789,192 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 554,681,109 shares of the Issuer's common stock outstanding as of January 3, 2023 (including (i) 59,359,050 shares of Class A common stock, (ii) 78,389,034 shares of Class V-1 common stock, and (iii) 416,933,025 shares of Class V-3 common stock), the Reporting Person beneficially owns 30.6% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of January 3, 2023.
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1	NAMES OF REPORTING PERSONS <b>RJGRP Holdings, Inc.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>44,367,748 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>44,367,748 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>44,367,748 (1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>42.8% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>CO</b>	

- (1) Consists of 41,549,600 shares of Class V-3 common stock and 2,818,148 shares of Class V-1 common stock held of record by RJGRP Holdings, Inc. Richard B. Cohen may be deemed to have voting and dispositive power with respect to the shares by virtue of his position as President and Chief Executive Officer of RJGRP Holdings, Inc. and his ownership interest therein. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).

- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 103,726,798 shares of Class A common stock outstanding (which reflects the sum of (x) 59,359,050 shares of Class A common stock outstanding as of January 3, 2023 and (y) 44,367,748 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 554,681,109 shares of the Issuer's common stock outstanding as of January 3, 2023 (including (i) 59,359,050 shares of Class A common stock, (ii) 78,389,034 shares of Class V-1 common stock, and (iii) 416,933,025 shares of Class V-3 common stock), the Reporting Person beneficially owns 8.0% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of January 3, 2023.
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1	NAMES OF REPORTING PERSONS <b>Richard B. Cohen Revocable Trust</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>5,167,028 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>5,167,028 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>5,167,028 (1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>8.0% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

- (1) Consists of 4,971,224 shares of Class V-3 common stock and 195,804 shares of Class V-1 common stock held of record by the Richard B. Cohen Revocable Trust. Richard B. Cohen may be deemed to have voting and dispositive power with respect to the shares by virtue of his position Trustee of the Richard B. Cohen Revocable Trust. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).

- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 64,526,078 shares of Class A common stock outstanding (which reflects the sum of (x) 59,359,050 shares of Class A common stock outstanding as of January 3, 2023 and (y) 5,167,028 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 554,681,109 shares of the Issuer's common stock outstanding as of January 3, 2023 (including (i) 59,359,050 shares of Class A common stock, (ii) 78,389,034 shares of Class V-1 common stock, and (iii) 416,933,025 shares of Class V-3 common stock), the Reporting Person beneficially owns 0.9% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of January 3, 2023.
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1	NAMES OF REPORTING PERSONS <b>Perry Cohen</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>4,093,238 (1)</b>
	8	SHARED VOTING POWER <b>0</b>
	9	SOLE DISPOSITIVE POWER <b>4,093,238 (1)</b>
	10	SHARED DISPOSITIVE POWER <b>0</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>4,093,238 (1)</b>	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>6.5% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>IN</b>	

- (1) Consists of (i) 3,938,126 shares of Class V-3 common stock and 155,112 shares of Class V-1 common stock held of record by the Reporting Person. The Reporting Person exercises all voting and dispositive power of such shares. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 63,452,288 shares of Class A common stock outstanding (which reflects the sum of (x) 59,359,050 shares of Class A common stock outstanding as of January 3, 2023 and (y) 4,093,238 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 554,681,109 shares of the Issuer's common stock outstanding as of January 3, 2023 (including (i) 59,359,050 shares of Class A common stock, (ii) 78,389,034 shares of Class V-1 common stock, and (iii) 416,933,025 shares of Class V-3 common stock), the Reporting Person beneficially owns 0.7% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of January 3, 2023.

## Explanatory Note

This Amendment No. 2 (this "Schedule 13D Amendment") to the Schedule 13D originally filed with the U.S. Securities and Exchange Commission (the "SEC") on June 17, 2022, as amended by Amendment No. 1 to the Schedule 13D filed on July 21, 2022 (as amended by this Schedule 13D Amendment, the "Schedule 13D"), is being filed on behalf of (i) Richard B. Cohen, (ii) RJJRP Holdings, Inc., (iii) The RBC 2021 4 Year GRAT, (iv) the Richard B. Cohen Revocable Trust and (v) Perry Cohen (collectively, the "Reporting Persons"), with respect to the shares of Class A common stock, par value \$0.0001 per share (the "Class A Common Stock"), of Symbotic Inc., a Delaware corporation (the "Issuer").

Other than as set forth below, all Items in the Schedule 13D are materially unchanged. Capitalized terms used in this Schedule 13D Amendment which are not defined herein have the meanings given to them in the Schedule 13D.

### Item 5. Interest in Securities of the Issuer.

Item 5 of Schedule 13D is hereby amended and restated as follows:

The responses of the Reporting Persons to rows (7) through (13) of the cover pages and Items 2, 3, 4 and 6 of this Schedule 13D are incorporated into this Item 5 by reference.

(a)-(b) The Reporting Persons are in the aggregate beneficial owners of 213,814,024 shares of Class V-3 Common Stock and 9,603,182 shares of Class V-1 Common Stock, each of which are convertible on a one-for-one basis into shares of Class A Common Stock at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Pursuant to Rule 13d-3 of the Exchange Act, the Reporting Persons may be deemed to be in the aggregate the beneficial owners of 79.0% of the Class A Common Stock, calculated based on the percent of Class A Common Stock the Reporting Persons would hold in the aggregate assuming the conversion of all of each Reporting Person's shares of Class V-3 Common Stock and Class V-1 Common Stock into shares of Class A Common Stock, resulting in a total of (i) 282,776,256 shares of Class A Common Stock outstanding (which reflects the sum of (x) 59,359,050 shares of Class A Common Stock outstanding as of January 3, 2023 and (y) 223,417,206 shares of Class A Common Stock issuable on conversion of the Reporting Person's Class V-3 Common Stock and Class V-1 Common Stock). Based on the total of 554,681,109 shares of the Issuer's common stock outstanding as of January 3, 2023 (including (i) 59,359,050 shares of Class A Common Stock, (ii) 78,389,034 shares of Class V-1 Common Stock, and (iii) 416,933,025 shares of Class V-3 Common Stock), the Reporting Persons collectively beneficially own in the aggregate 40.3% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of January 3, 2023.

RJJRP Holdings, Inc. is the record holder of 41,549,600 shares of Class V-3 Common Stock and 2,818,148 shares of Class V-1 Common Stock. Richard B. Cohen may be deemed to beneficially own the securities of the Issuer held directly by RJJRP Holdings, Inc. by virtue of his position as President and Chief Executive Officer of RJJRP and his ownership interest therein. Since the most recent filing on Schedule 13D by the Reporting Persons prior to this Schedule 13D Amendment, Triggering Event III (as defined in the Merger Agreement) occurred, following which the Issuer issued 939,382 shares of Class V-1 common stock and the equivalent number of OpCo Units to RJJRP Holdings, Inc. These shares are included in the Reporting Person's aggregate interests reported on this Schedule 13D Amendment.

The RBC 2021 4 Year GRAT is the record holder of 163,355,074 shares of Class V-3 Common Stock and 6,434,118 shares of Class V-1 common stock. Richard B. Cohen may be deemed to beneficially own the securities of the Issuer held directly by The RBC 2021 4 Year GRAT by virtue of his role as sole trustee of the trust. Since the most recent filing on Schedule 13D by the Reporting Persons prior to this Schedule 13D Amendment, Triggering Event III (as defined in the Merger Agreement) occurred, following which the Issuer issued 2,144,706 shares of Class V-1 common stock and the equivalent number of OpCo Units to The RBC 2021 4 Year GRAT. These shares are included in the Reporting Person's aggregate interests reported on this Schedule 13D Amendment.

The Richard B. Cohen Revocable Trust is the record holder of 4,971,224 shares of Class V-3 Common Stock and 195,804 shares of Class V-1 Common Stock. Richard B. Cohen may be deemed to beneficially own the securities of the Issuer held directly by the Richard B. Cohen Revocable Trust by virtue of his role as sole trustee of the trust. Since the most recent filing on Schedule 13D by the Reporting Persons prior to this Schedule 13D Amendment, Triggering Event III (as defined in the Merger Agreement) occurred, following which the Issuer issued 65,268 shares of Class V-1 common stock and the equivalent number of OpCo Units to the Richard B. Cohen Revocable Trust. These shares are included in the Reporting Person's aggregate interests reported on this Schedule 13D Amendment.

Perry Cohen is the record holder of 3,938,126 shares of Class V-3 Common Stock and 155,112 shares of Class V-1 Common Stock. Perry Cohen exercises full voting and dispositive power over the shares of which he is the owner of record. Since the most recent filing on Schedule 13D by the Reporting Persons prior to this Schedule 13D Amendment, Triggering Event III (as defined in the Merger Agreement) occurred, following which the Issuer issued 51,704 shares of Class V-1 common stock and the equivalent number of OpCo Units to Perry Cohen. These shares are included in the Reporting Person's aggregate interests reported on this Schedule 13D Amendment. Based on the nature of their relationship, Perry Cohen and Richard B. Cohen, who share a familial relationship, may be deemed a member of a "group" with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may be deemed to beneficially own the securities of the Issuer owned by the other Reporting Persons. The Reporting Persons expressly disclaim the existence of any shared voting or dispositive powers between Perry Cohen and any of the other Reporting Persons. The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities of the Issuer reported herein except to the extent such Reporting Person actually exercises voting or dispositive power with respect to such securities.

To the Reporting Persons' knowledge, except as disclosed in Schedule A, none of the Covered Persons directly owns any Common Shares; however, because each Covered Person is a director or executive officer of one or more Reporting Persons, each Covered Person may be deemed to be the beneficial owner of the Common Shares beneficially owned by the Reporting Person(s) for which they each serve as director or executive officer. Each of the Covered Persons hereby disclaims beneficial ownership of any Common Shares and the filing of this Schedule 13D shall not be construed as an admission that any such Covered Person is the beneficial owner of any securities covered by this Schedule 13D or that any such Covered Person is a member of a "group" for Section 13(d) purposes.

- (c) None of the Reporting Persons nor, to their knowledge, any of the Covered Persons, has effected any transactions in the Issuer's common stock during the past 60 days.
- (d) Except as disclosed in this Schedule 13D, to the knowledge of the Reporting Persons, 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 securities covered by this statement on Schedule 13D.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 of the Schedule 13D is hereby amended to include the following.

***Perry Cohen Board Observer Agreement***

On January 13, 2023, Perry Cohen entered into a Board Observer Agreement, by and between Perry Cohen and the Issuer (the "Board Observer Agreement"). Subject to the terms and conditions set forth in the Board Observer Agreement, the Issuer granted Mr. Cohen the right to attend and observe meetings of the Issuer's Board of Directors, subject to confidentiality and certain other requirements. The Board Observer Agreement may be terminated by the Issuer at any time with or without cause. Mr. Cohen is not entitled to any fees or to the reimbursement of any expenses in connection with the role of board observer.

The foregoing description of the Board Observer Agreement does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is filed as Exhibit 1 to this Schedule 13D Amendment.

**Item 7. Material to be Filed as Exhibits.**

<u>Exhibit No.</u>	<u>Exhibit Description</u>
99.1	<a href="#"><u>Board Observer Agreement, dated as of January 13, 2023, by and between Perry Cohen and Symbotic Inc.</u></a>

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

Dated: January 13, 2023

/s/ Richard B. Cohen

Richard B. Cohen

RJRP HOLDINGS, INC.

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: President and Chief Executive Officer

THE RBC 2021 4 YEAR GRAT

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: Trustee

RICHARD B. COHEN REVOCABLE TRUST

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: Trustee

/s/ Perry Cohen

Perry Cohen

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January 13, 2023

Perry Cohen

Dear Perry:

This Board Observer Agreement (this "**Agreement**") is made by and between Symbotic Inc., a Delaware corporation (the "**Company**"), and Perry Cohen, an individual resident of Massachusetts (the "**Observer**").

WHEREAS, subject to the terms and conditions of this Agreement, the Company desires to designate the Observer to attend, in a non-voting observer capacity, meetings of the board of directors of the Company (the "**Board**"); and

WHEREAS, the Observer acknowledges that at the meetings of the Board and at other times the Observer may be provided with and otherwise have access to non-public information concerning the Company and its Affiliates (as defined below).

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, each party to this Agreement, intending to be legally bound, hereby agrees to the terms and conditions set forth herein.

1. **Interpretation.** For purposes of this Agreement, the following terms shall have the following meanings:

a) "**Affiliate**" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made; *provided*, however, for purposes of this Agreement, the Observer shall not be considered an Affiliate of the Company, its subsidiaries and their respective representatives, acting in such capacity (and *vice versa*).

b) "**Confidential Information**" means (i) all information, whether written, oral, visual, electronically stored or otherwise, concerning the Company and its Affiliates and their business, operations, condition (financial or otherwise), assets or liabilities, whether prepared by the Company, any of its Affiliates or otherwise, that may hereafter be disclosed to the Observer by or on behalf of the Company and its Affiliates or by any of the directors, officers or other employees, agents, consultants, advisors or other representatives (including financial advisors, accountants or legal counsel) of the Company and its Affiliates, including, without limitation, all data, reports, materials, interpretations, ideas, forecasts, business plans and records, financial or otherwise, concerning the Company and any of its Affiliates and (ii) all reports, analyses, notes, compilations,

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studies, interpretations or other information or portions thereof prepared by or on behalf of the Observer that contain, reflect or are based upon (in whole or in part) any of the Confidential Information furnished to or obtained by the Observer (the “**Notes**”). The term “**Confidential Information**” shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Observer in breach of this Agreement (including, for the avoidance of doubt, Section 6) by the Observer, (ii) was already known to the Observer at the time of disclosure and to the Observer’s knowledge, after reasonable inquiry, is not otherwise subject to an obligation of confidentiality or (iii) was or is independently developed by the Observer without reference to or use of any Confidential Information.

c) “**Control**” (including the terms “**Controlled by**” and “**under common Control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person.

d) “**Person**” means an individual, corporation, partnership, limited liability company, a trust, an unincorporated association, or other entity or organization, including a governmental authority.

## 2. Observer Rights.

a) The Company, subject to the other terms and conditions of this Agreement, expects to (i) give the Observer notice of each meeting of the Board (but excluding any meeting of any committee thereof or any executive session), (ii) provide the Observer with the right to attend (whether in person or by telephone or other means of electronic communication) such meetings and (iii) provide the Observer with copies of written materials and other information in connection with such meetings. Any failure to deliver notice to the Observer in connection with the Observer’s right to attend any meeting of the Board will not impair the action of the Board taken at such meeting.

b) Notwithstanding any rights to be granted, provided to the Observer or otherwise contemplated by this Agreement, the Company may exclude the Observer from access to any materials or attendance at any meeting or portion thereof if and to the extent that the Board determines, in its sole discretion, that (i) such access or attendance could result in the loss of the attorney-client privilege between the Company or any of its subsidiaries and their respective counsel, (ii) such withholding or exclusion is required for the Company or its subsidiaries to comply with any applicable law or any of its obligations under an agreement, arrangement or understanding, (iii) such withholding or exclusion is necessary, appropriate or desirable in furtherance of the Board’s discharging its fiduciary duties to the Company, (iv) there is an actual or potential conflict of interest between the Company and/or any of its Affiliates, on the one hand, and the Observer, on the other hand (which shall include, for the avoidance of doubt, any potential conflict arising as a result of any relationship between the Observer and any other member of the Board and/or officer of the Company), (v) such meeting or portion of a meeting is an executive session limited solely to independent director members of the Board, independent auditors and/or legal counsel, (vi) such withholding or exclusion is necessary, appropriate or desirable to avoid the disclosure of competitively sensitive information or (vii) such exclusion is otherwise prudent.

### 3. Confidentiality.

a) Except to the extent expressly permitted by this Section 3, the Observer shall keep such Confidential Information strictly confidential and shall not, directly or indirectly, publish, sell, trade or otherwise disclose such Confidential Information to any other Person in any manner whatsoever, in each case to the same extent that a director of the Company would be obligated to under applicable law (disregarding, for the avoidance of doubt, Article 14 (Corporate Opportunities) of the Company's Certificate of Incorporation), without the Company's prior written consent (which may be withheld, delayed or conditioned in the Company's sole discretion). In addition, the Observer shall only use the Confidential Information in furtherance of Observer's service as an Observer. The Observer shall use reasonable best efforts to protect the confidentiality of the Confidential Information at all times. The Observer shall not record the proceedings of any meeting of the Board by means of an electronic recording device.

b) In the event that the Observer is legally required to disclose any Confidential Information in connection with a judicial or administrative proceeding or investigation, the Observer shall provide the Company with prompt prior written notice of such requirement(s) to the extent legally permissible. The Observer shall also, to the extent legally permissible, provide the Company, in advance of any such disclosure, with a list of any Confidential Information he or she intends to disclose and to cooperate with the Company to the extent the Company may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such judicial or administrative proceedings referred to above. If and to the extent, in the absence of a protective order, the Observer is legally required as advised by counsel in writing to disclose any Confidential Information to any tribunal to avoid censure or penalty, the Observer shall limit such disclosure to that which is legally required and will use reasonable best efforts to obtain assurances that confidential treatment will be accorded to any Confidential Information that he or she is so required to disclose, and thereafter the Observer may disclose such information.

c) Neither this Agreement nor the disclosure of any Confidential Information to the Observer shall grant or be construed to grant any license or other rights to the Observer in any of the Confidential Information (other than the right to use the Confidential Information as provided herein) and all such Confidential Information shall remain the property of the Company or its Affiliates.

d) The Observer agrees that at such time as they no longer serve as an Observer (for whatever reason), the Observer shall promptly (a) return to the Company or destroy (at the Company's election) all copies of the Confidential Information (however stored), including all Notes and (b) return all equipment and personal property in the Observer's possession belonging to the Company or any of its Affiliates. Notwithstanding the return or destruction of the Confidential Information, the Observer will continue to be bound by the Observer's obligations under this Section 3 pursuant to the terms hereof.

4. Non-Director Status. The Observer agrees that the Observer will not constitute a director of the Board and will not be entitled to vote on, or consent to, any matters presented to the Board, and will not be counted towards a quorum. The Observer agrees that the Observer will have no right to bind the Company, transact any business in the name of the Company or on its behalf in any matter, or make any promises or representations on behalf of the Company.

5. Access to Material Non-Public Information. The Observer acknowledges and agrees that the Observer is aware of the restrictions imposed by the securities laws of the United States on or regarding the purchase and sale of securities by a Person possessing material non-public information concerning the issuer of such securities, and on the communication of such material non-public information to any other Person when it is reasonably foreseeable that such Person will purchase or sell such securities in reliance on such information.

6. Compliance with Company Policies. The Observer agrees to at all times adhere to the applicable Company policies (as may be supplemented, amended or otherwise modified from time to time) concerning integrity and ethical behavior, including the Company's policies listed on Exhibit A and included in Annexes A through F hereto, as if he or she was a director and such other policies (whether written or oral) the Company may adopt from time to time that would reasonably be expected to be applicable to the Observer (which may be incorporated as Annexes to this Agreement after the date hereof at the sole discretion of the Company and without otherwise requiring the consent of the Observer). In addition, the Observer agrees to avoid any conflict between the Observer's own interests and the interests of the Company in dealing with third parties and in the conduct of the Observer's affairs, as if the Observer was a director.

7. Costs. The Observer shall not be entitled to any fees or compensation or for the reimbursement of any out-of-pocket expenses associated with attending any meeting of the Board or performing their role as Observer.

8. Termination. This Agreement and the relationship of the parties hereunder are terminable at will by either party, at any time, with or without cause; *provided, however*, that the confidentiality obligations of the Observer under this Agreement as set forth in Sections 3 shall survive for a period of three years from the date the Observer ceases to act as Observer and the provisions set forth in Sections 5 and 6 shall survive for a period of six months from the date the Observer ceases to act as Observer.

9. Notices. All notices, consents, requests, and other communications to any party hereunder shall be in writing (including digital transmission) and shall be given,

if to the Company, to:

Symbotic Inc.  
200 Research Drive  
Wilmington, MA 01887  
Attention: Corey Dufresne  
Telephone: (978) 284-2800  
Email: legal@symbotic.com

if to the Observer, to the mailing address, email address and phone number previously provided to and on file with the Company.



10. Miscellaneous.

- a) It is understood that the name of the Observer may appear in disclosure documents to the extent any laws so require, and in regulatory and administrative filings in the ordinary course of the Company's business.
- b) The Observer agrees (i) that the obligations and restrictions contained in this Agreement are necessary and reasonable in order to protect the confidentiality of the Confidential Information, (ii) that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, (iii) that monetary damages may not be adequate compensation for any loss incurred in connection therewith and (iv) that the Company and its Affiliates shall be entitled to an injunction or injunctions to prevent any breach or threatened breach of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Chosen Court (defined below), in addition to any other remedy to which they are entitled at law or in equity. The Observer agrees that the Observer will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (x) the Company has an adequate remedy at law or (y) an award of specific performance is not an appropriate remedy for any reason at law or in equity.
- c) No party hereto may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party. Any purported assignment in violation of this Agreement is void.
- d) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be amended or waived only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each of the parties hereto or, in the case of a waiver, by each party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.
- e) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- f) This Agreement will be construed, interpreted and applied in accordance with the laws of the State of New York, excluding its body of law controlling conflicts of laws which would result in the application of the law of a jurisdiction other than the State of New York. All disputes hereunder shall be resolved exclusively in a federal or state court located in New York County, New York.
- g) For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) the meaning assigned to each term defined herein will be equally applicable to both the singular and the plural forms of such term and *vice versa*, and words denoting any gender will include all genders as the context requires; (ii) where a word or phrase is defined

herein, each of its other grammatical forms will have a corresponding meaning; (iii) the terms “hereof”, “herein”, “hereunder”, “hereby” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made in this Agreement to a Section without reference to a document, such reference is to a Section to this Agreement; (v) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule will also apply to paragraphs and other subdivisions; (vi) the word “include”, “includes” or “including” when used in this Agreement will be deemed to include the words “without limitation”, unless otherwise specified; (vii) a reference to any party to this Agreement or any other agreement or document will include such party’s predecessors, successors and permitted assigns; (viii) a reference to any law means such law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder.

h) This Agreement (including, for the avoidance of doubt, the Annexes and Exhibits hereto) constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter of this Agreement.

i) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission constitutes effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

*[Remainder of page intentionally left blank]*

Very truly yours,

Symbotic Inc.

/s/ Corey Dufresne

Name: Corey Dufresne

Title: Vice President & General Counsel

Agreed to and accepted as of the date first written above.

Perry Cohen

/s/ Perry Cohen

*[Signature Page to Board Observer Agreement]*

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**Exhibit A**  
**Company Policies**

1. Insider Trading Policy
  2. Regulation FD Disclosure Policy
  3. Related Party Transactions Policy
  4. Use of Company Property Policy
  5. Whistleblower and Non-Retaliation Policy
  6. Anti-Bribery and Anti-Fraud Policy
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