
**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): **February 27, 2008**

ITERIS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-08762
(Commission File Number)

95-2588496
(IRS Employer Identification No.)

1700 Carnegie Avenue, Suite 100, Santa Ana, California 92705
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(949) 270-9400**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
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Item 1.01 Entry into a Material Definitive Agreement.

On February 27, 2008, Iteris, Inc. (the “Company”) entered into a Debenture Redemption Agreement with each of Gruber & McBaine International, Lagunitas Partners, LP, and the Jon D. and Linda W. Gruber Trust (collectively, the “Gruber Entities”), pursuant to which the Company redeemed three convertible debentures in the aggregate principal amount of \$1.0 million held by the Gruber Entities. The debentures were redeemed for an aggregate payment of \$850,000 plus all accrued but unpaid interest. The debentures, which were originally issued by the Company in May 2004 pursuant to a Debenture and Warrant Purchase Agreement by and among the Company and certain investors, were acquired by the Gruber Entities in July 2005 from the original debenture holders at a discount to face value. They were due and payable in full in May 2009, provided for 6.0% annual interest, payable quarterly, and were convertible into the Company’s common stock at an initial conversion price of \$3.61 per share, subject to certain adjustments, including adjustments for dilutive issuances.

The foregoing summary of the Debenture Redemption Agreements are not complete and is qualified in its entirety by reference to the full text of the agreements, which are filed as exhibits to this Current Report on Form 8-K.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Debenture Redemption Agreement, dated February 27, 2008, by and between Gruber & McBaine International and Iteris, Inc.
10.2	Debenture Redemption Agreement, dated February 27, 2008, by and between Lagunitas Partners, LP and Iteris, Inc.
10.3	Debenture Redemption Agreement, dated February 27, 2008, by and between Jon D. and Linda W. Gruber Trust and Iteris, Inc.

EXHIBIT INDEX

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DEBENTURE REDEMPTION AGREEMENT

This Debenture Redemption Agreement ("**Agreement**") is entered into as of February 27, 2008 by and between Gruber & McBaine International ("**Holder**") and Iteris, Inc. ("**Iteris**" or the "**Company**").

RECITALS

WHEREAS, Holder holds a 6% Convertible Debenture dated July 1, 2005, originally issued by the Company pursuant to that certain Debenture and Warrant Purchase Agreement dated May 19, 2004, in the principal amount of \$148,571 (the "**Debenture**"); and

WHEREAS, the parties hereto have reached certain agreements with respect to the redemption of the above-described debenture.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Debenture Redemption.**

1.1. The Company agrees to redeem from Holder, and Holder agrees to sell back to the Company, the Debenture for an aggregate payment of \$126,285.35 (the "**Aggregate Redemption Price**"). In addition to the payment of the Aggregate Redemption Price, the Company shall pay at the Closing (as defined below) all accrued but unpaid interest on the Debenture as of the date of Closing.

1.2. The redemption of the Debenture (the "**Redemption**") shall take place at the offices of Dorsey & Whitney LLP, 38 Technology Drive, Irvine, California 92618, at 1:00 P.M. Pacific Time on February 27, 2008, or at such other time and place as the Company and Holder mutually agree orally or in writing (which time and place are designated as the "**Closing**"). At the Closing, Holder shall deliver to the Company the original of the Debenture against payment by the Company of the amounts set forth in Section 1.1 by check, wire transfer or any combination thereof. Notwithstanding the foregoing, Holder acknowledges and agrees that, upon and as of the payment by the Company of the amounts set forth in Section 1.1, whether or not Holder has delivered and surrendered the original of the Debenture to the Company, the Debenture shall be deemed null and void and cancelled in its entirety and Holder shall have no further rights with respect to or under the Debenture, whether such rights shall have accrued prior to or after the date hereof.

2. **Representations and Warranties.** Holder hereby represents, warrants and acknowledges as follows:

2.1. As of the date hereof, the total outstanding under the Debenture (principal and accrued but unpaid interest) is One Hundred Twenty-Seven Thousand Seven Hundred One Dollars and Eighty-Six Cents (\$127,701.86).

2.2. Holder is the sole record and beneficial owner of the Debenture. Upon payment of the amounts set forth in Section 1.1, the Company will acquire good and valid title to the Debenture, free and clear of all liens, security interests, pledges, claims and encumbrances of every kind, nature and description incurred or created by Holder.

2.3. Holder has the full right and power to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Holder, and the consummation of the transactions contemplated hereby, (i) have been duly authorized by all requisite organizational action of Holder and (ii) do not and will not conflict with any law applicable to Holder or any of its properties or assets or any provisions of Holder's organizational documents or contracts, agreements or other instrument to which Holder is a party or by which any of its properties or assets may be bound.

2.4. Holder is an experienced and sophisticated investor, having such knowledge and experience in business and financial matters and investing as to be able to protect its own interests and assess the risks and merits of the Redemption. Holder has independently determined the advisability of entering into this Agreement and is entering into this Agreement of its own volition, and is not relying on any representations or statements of the Company or its officers, directors, shareholders, employees, agents, attorneys and representatives except for those representations and statements expressly set forth herein.

2.5. Holder has had the opportunity to consult with counsel of its choice regarding the meaning and legal effect of this Agreement, and regarding the advisability of making the agreements provided for herein, and fully understands the same.

3. Release. The following release shall be effective upon the Company's payment of the amounts set forth in Section 1.1.

3.1. Other than the obligations, covenants, representations and warranties provided for in this Agreement, Holder, for itself and its predecessors, successors, agents and assigns (individually and collectively, the "**Releasing Parties**"), hereby waives, releases, and forever discharges Iteris and its predecessors, successors, assigns, officers, directors, shareholders, employees, agents, attorneys and representatives, past and present, (collectively, the "**Iteris Released Parties**") of and from any and all rights, claims, debts, liabilities, demands, obligations, promises, damages, causes of action and claims for relief of any kind, manner, nature and description, known or unknown, which any of the Releasing Parties have, may have had, might have asserted, may now have or assert, or may hereafter have or assert against the Iteris Released Parties, or any of them, related to or arising under the Redemption and Holder's purchase and ownership of the Debenture. Holder represents and warrants that it has not filed any claims, charges, complaints or actions against the Company and has not assigned or transferred to any person or entity any of the claims Holder is releasing in this Agreement.

3.2. The Releasing Parties acknowledge and agree that the foregoing release includes in its effect all claims that they do not know or suspect to exist in their favor as of the date hereof, and the Releasing Parties expressly waive any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the Releasing Parties waive any and

all rights and benefits conferred upon them by Section 1542 of the California Civil Code, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law principles.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior oral or written communications, understandings and agreements with respect thereto.
6. Headings. The use of headings in this Agreement is merely for convenience and such headings shall not be used in construing any provisions of this Agreement.
7. Interpretation. Each party has had the opportunity to negotiate modifications to the language of this Agreement and agrees that, in any dispute regarding the interpretation or construction of this Agreement, no presumption shall operate in favor of or against any party by virtue of its role in drafting or not drafting the terms and conditions set forth herein.
8. Severability. If any part, term or provision of this Agreement is held by a court to be void or voidable, illegal, unenforceable, invalid or otherwise in conflict with law, (i) the remaining provisions or applications of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid and (ii) such provision shall be amended to conform as nearly as possible, and only to the extent required, to applicable law.
9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument. A photocopy or facsimile signature may be used as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first indicated above.

Iteris, Inc.

Gruber & McBaine International

By: /s/ James S. Miele

By: /s/ Eric Swergold

Name: James S. Miele

Name: Gruber & McBaine Cap Mgmt

Title: CFO

Title: Investment Advisor

DEBENTURE REDEMPTION AGREEMENT

This Debenture Redemption Agreement ("**Agreement**") is entered into as of February 27, 2008 by and between Lagunitas Partners, LP ("**Holder**") and Iteris, Inc. ("**Iteris**" or the "**Company**").

RECITALS

WHEREAS, Holder holds a 6% Convertible Debenture dated July 1, 2005, originally issued by the Company pursuant to that certain Debenture and Warrant Purchase Agreement dated May 19, 2004, in the principal amount of \$651,429 (the "**Debenture**"); and

WHEREAS, the parties hereto have reached certain agreements with respect to the redemption of the above-described debenture.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Debenture Redemption.**

1.1. The Company agrees to redeem from Holder, and Holder agrees to sell back to the Company, the Debenture for an aggregate payment of \$553,714.65 (the "**Aggregate Redemption Price**"). In addition to the payment of the Aggregate Redemption Price, the Company shall pay at the Closing (as defined below) all accrued but unpaid interest on the Debenture as of the date of Closing.

1.2. The redemption of the Debenture (the "**Redemption**") shall take place at the offices of Dorsey & Whitney LLP, 38 Technology Drive, Irvine, California 92618, at 1:00 P.M. Pacific Time on February 27, 2008, or at such other time and place as the Company and Holder mutually agree orally or in writing (which time and place are designated as the "**Closing**"). At the Closing, Holder shall deliver to the Company the original of the Debenture against payment by the Company of the amounts set forth in Section 1.1 by check, wire transfer or any combination thereof. Notwithstanding the foregoing, Holder acknowledges and agrees that, upon and as of the payment by the Company of the amounts set forth in Section 1.1, whether or not Holder has delivered and surrendered the original of the Debenture to the Company, the Debenture shall be deemed null and void and cancelled in its entirety and Holder shall have no further rights with respect to or under the Debenture, whether such rights shall have accrued prior to or after the date hereof.

2. **Representations and Warranties.** Holder hereby represents, warrants and acknowledges as follows:

2.1. As of the date hereof, the total outstanding under the Debenture (principal and accrued but unpaid interest) is Five Hundred Fifty-Nine Thousand Nine Hundred Twenty-Five Dollars and Fifty-Three Cents (\$559,925.53).

2.2. Holder is the sole record and beneficial owner of the Debenture. Upon payment of the amounts set forth in Section 1.1, the Company will acquire good and valid title to the Debenture, free and clear of all liens, security interests, pledges, claims and encumbrances of every kind, nature and description incurred or created by Holder.

2.3. Holder has the full right and power to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Holder, and the consummation of the transactions contemplated hereby, (i) have been duly authorized by all requisite organizational action of Holder and (ii) do not and will not conflict with any law applicable to Holder or any of its properties or assets or any provisions of Holder's organizational documents or contracts, agreements or other instrument to which Holder is a party or by which any of its properties or assets may be bound.

2.4. Holder is an experienced and sophisticated investor, having such knowledge and experience in business and financial matters and investing as to be able to protect its own interests and assess the risks and merits of the Redemption. Holder has independently determined the advisability of entering into this Agreement and is entering into this Agreement of its own volition, and is not relying on any representations or statements of the Company or its officers, directors, shareholders, employees, agents, attorneys and representatives except for those representations and statements expressly set forth herein.

2.5. Holder has had the opportunity to consult with counsel of its choice regarding the meaning and legal effect of this Agreement, and regarding the advisability of making the agreements provided for herein, and fully understands the same.

3. Release. The following release shall be effective upon the Company's payment of the amounts set forth in Section 1.1.

3.1. Other than the obligations, covenants, representations and warranties provided for in this Agreement, Holder, for itself and its predecessors, successors, agents and assigns (individually and collectively, the "**Releasing Parties**"), hereby waives, releases, and forever discharges Iteris and its predecessors, successors, assigns, officers, directors, shareholders, employees, agents, attorneys and representatives, past and present, (collectively, the "**Iteris Released Parties**") of and from any and all rights, claims, debts, liabilities, demands, obligations, promises, damages, causes of action and claims for relief of any kind, manner, nature and description, known or unknown, which any of the Releasing Parties have, may have had, might have asserted, may now have or assert, or may hereafter have or assert against the Iteris Released Parties, or any of them, related to or arising under the Redemption and Holder's purchase and ownership of the Debenture. Holder represents and warrants that it has not filed any claims, charges, complaints or actions against the Company and has not assigned or transferred to any person or entity any of the claims Holder is releasing in this Agreement.

3.2. The Releasing Parties acknowledge and agree that the foregoing release includes in its effect all claims that they do not know or suspect to exist in their favor as of the date hereof, and the Releasing Parties expressly waive any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the Releasing Parties waive any and

all rights and benefits conferred upon them by Section 1542 of the California Civil Code, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law principles.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior oral or written communications, understandings and agreements with respect thereto.
6. Headings. The use of headings in this Agreement is merely for convenience and such headings shall not be used in construing any provisions of this Agreement.
7. Interpretation. Each party has had the opportunity to negotiate modifications to the language of this Agreement and agrees that, in any dispute regarding the interpretation or construction of this Agreement, no presumption shall operate in favor of or against any party by virtue of its role in drafting or not drafting the terms and conditions set forth herein.
8. Severability. If any part, term or provision of this Agreement is held by a court to be void or voidable, illegal, unenforceable, invalid or otherwise in conflict with law, (i) the remaining provisions or applications of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid and (ii) such provision shall be amended to conform as nearly as possible, and only to the extent required, to applicable law.
9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument. A photocopy or facsimile signature may be used as an original.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first indicated above.

Iteris, Inc.

Lagunitas Partners, LP

By: /s/ James S. Miele

By: /s/ Eric Swergold

Name: James S. Miele

Name: Gruber & McBaine Cap Mgmt

Title: CFO

Title: General Partner

DEBENTURE REDEMPTION AGREEMENT

This Debenture Redemption Agreement ("**Agreement**") is entered into as of February 27, 2008 by and between Jon D. and Linda W. Gruber Trust ("**Holder**") and Iteris, Inc. ("**Iteris**" or the "**Company**").

RECITALS

WHEREAS, Holder holds a 6% Convertible Debenture dated July 1, 2005, originally issued by the Company pursuant to that certain Debenture and Warrant Purchase Agreement dated May 19, 2004, in the principal amount of \$200,000 (the "**Debenture**"); and

WHEREAS, the parties hereto have reached certain agreements with respect to the redemption of the above-described debenture.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Debenture Redemption.**

1.1. The Company agrees to redeem from Holder, and Holder agrees to sell back to the Company, the Debenture for an aggregate payment of \$170,000 (the "**Aggregate Redemption Price**"). In addition to the payment of the Aggregate Redemption Price, the Company shall pay at the Closing (as defined below) all accrued but unpaid interest on the Debenture as of the date of Closing.

1.2. The redemption of the Debenture (the "**Redemption**") shall take place at the offices of Dorsey & Whitney LLP, 38 Technology Drive, Irvine, California 92618, at 1:00 P.M. Pacific Time on February 27, 2008, or at such other time and place as the Company and Holder mutually agree orally or in writing (which time and place are designated as the "**Closing**"). At the Closing, Holder shall deliver to the Company the original of the Debenture against payment by the Company of the amounts set forth in Section 1.1 by check, wire transfer or any combination thereof. Notwithstanding the foregoing, Holder acknowledges and agrees that, upon and as of the payment by the Company of the amounts set forth in Section 1.1, whether or not Holder has delivered and surrendered the original of the Debenture to the Company, the Debenture shall be deemed null and void and cancelled in its entirety and Holder shall have no further rights with respect to or under the Debenture, whether such rights shall have accrued prior to or after the date hereof.

2. **Representations and Warranties.** Holder hereby represents, warrants and acknowledges as follows:

2.1. As of the date hereof, the total outstanding under the Debenture (principal and accrued but unpaid interest) is One Hundred Seventy-One Thousand Nine Hundred Six Dollars and Eighty-Five Cents (\$171,906.85).

2.2. Holder is the sole record and beneficial owner of the Debenture. Upon payment of the amounts set forth in Section 1.1, the Company will acquire good and valid title to the Debenture, free and clear of all liens, security interests, pledges, claims and encumbrances of every kind, nature and description incurred or created by Holder.

2.3. Holder has the full right and power to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Holder, and the consummation of the transactions contemplated hereby, (i) have been duly authorized by all requisite organizational action of Holder and (ii) do not and will not conflict with any law applicable to Holder or any of its properties or assets or any provisions of Holder's organizational documents or contracts, agreements or other instrument to which Holder is a party or by which any of its properties or assets may be bound.

2.4. Holder is an experienced and sophisticated investor, having such knowledge and experience in business and financial matters and investing as to be able to protect its own interests and assess the risks and merits of the Redemption. Holder has independently determined the advisability of entering into this Agreement and is entering into this Agreement of its own volition, and is not relying on any representations or statements of the Company or its officers, directors, shareholders, employees, agents, attorneys and representatives except for those representations and statements expressly set forth herein.

2.5. Holder has had the opportunity to consult with counsel of its choice regarding the meaning and legal effect of this Agreement, and regarding the advisability of making the agreements provided for herein, and fully understands the same.

3. Release. The following release shall be effective upon the Company's payment of the amounts set forth in Section 1.1.

3.1. Other than the obligations, covenants, representations and warranties provided for in this Agreement, Holder, for itself and its predecessors, successors, agents and assigns (individually and collectively, the "**Releasing Parties**"), hereby waives, releases, and forever discharges Iteris and its predecessors, successors, assigns, officers, directors, shareholders, employees, agents, attorneys and representatives, past and present, (collectively, the "**Iteris Released Parties**") of and from any and all rights, claims, debts, liabilities, demands, obligations, promises, damages, causes of action and claims for relief of any kind, manner, nature and description, known or unknown, which any of the Releasing Parties have, may have had, might have asserted, may now have or assert, or may hereafter have or assert against the Iteris Released Parties, or any of them, related to or arising under the Redemption and Holder's purchase and ownership of the Debenture. Holder represents and warrants that it has not filed any claims, charges, complaints or actions against the Company and has not assigned or transferred to any person or entity any of the claims Holder is releasing in this Agreement.

3.2. The Releasing Parties acknowledge and agree that the foregoing release includes in its effect all claims that they do not know or suspect to exist in their favor as of the date hereof, and the Releasing Parties expressly waive any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the Releasing Parties waive any and

all rights and benefits conferred upon them by Section 1542 of the California Civil Code, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law principles.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior oral or written communications, understandings and agreements with respect thereto.
6. Headings. The use of headings in this Agreement is merely for convenience and such headings shall not be used in construing any provisions of this Agreement.
7. Interpretation. Each party has had the opportunity to negotiate modifications to the language of this Agreement and agrees that, in any dispute regarding the interpretation or construction of this Agreement, no presumption shall operate in favor of or against any party by virtue of its role in drafting or not drafting the terms and conditions set forth herein.
8. Severability. If any part, term or provision of this Agreement is held by a court to be void or voidable, illegal, unenforceable, invalid or otherwise in conflict with law, (i) the remaining provisions or applications of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid and (ii) such provision shall be amended to conform as nearly as possible, and only to the extent required, to applicable law.
9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument. A photocopy or facsimile signature may be used as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first indicated above.

Iteris, Inc.

Jon D. and Linda W. Gruber Trust

By: /s/ James S. Miele

By: /s/ Jon D. Gruber

Name: James S. Miele

Name: Jon D. Gruber

Title: CFO

Title: Trustee