
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

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

QT Imaging Holdings, Inc.
(Name of Issuer)

Common Stock, \$0.0001 par value
(Title of Class of Securities)

746962 109
(CUSIP Number)

Jeffrey C. Selman
DLA Piper LLP (US)
555 Mission Street, Suite 2400
San Francisco, CA 94105-2933
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 4, 2024
(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.

* 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.

1.	Names of Reporting Persons. John C. Klock, Jr.	
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) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
6.	Citizenship or Place of Organization USA	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,881,140 (1)(2)
	9.	Sole Dispositive Power
	10.	Shared Dispositive Power 2,881,140 (1)(2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,881,140	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13.	Percent of Class Represented by Amount in Row (11) 13.4% (3)	
14.	Type of Reporting Person (See Instructions) PN	

Note: All share numbers on these cover pages are presented as shares of Common Stock, \$0.0001 par value (the "**Common Stock**") of QT Imaging Holdings, Inc., a Delaware corporation (the "**Issuer**"), as further described herein.

- (1) This number of shares of Common Stock consists of 2,881,140 shares of Common Stock owned directly by John C. Klock, Jr. and Cynthia L. Klock Trust Dated 7/27/07.
- (2) The Common Stock are held directly by John C. Klock, Jr. and Cynthia L. Klock Trust Dated 7/27/07 (the "**Trust**"). The Common Stock held by the Trust are beneficially owned jointly by Dr. John C. Klock, Jr., who is a member of the Company's Board of Directors, and Cynthia L. Klock, wife of Dr. John C. Klock, Jr., who jointly have sole voting and dispositive power over the shares held by the Trust.
- (3) Calculation is based upon 21,437,216 shares of Common Stock of the Issuer issued and outstanding as of the closing of the Issuer's business combination reported on the Issuer's Form 8-K filed with the Securities and Exchange Commission on March 8, 2024.

Item 1. Security and Issuer

This Schedule 13D relates to shares of Common Stock, \$0.0001 par value (the “**Common Stock**”) of QT Imaging Holdings, Inc., a Delaware corporation (the “**Issuer**”). The address of the Issuer’s principal executive offices is 3 Hamilton Landing, Suite 160, Novato, CA 94949.

Item 2. Identity and Background

- (a) This Schedule 13D is being filed by John C. Klock, Jr., a citizen of the United States (the “**Reporting Person**”).
- (b) The business address of the Reporting Person is 3 Hamilton Landing, Suite 160, Novato, California 94949.
- (c) Dr. Klock is currently a member of the Board of the Issuer.
- (d) During the last five years, the Reporting Person (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Dr. Klock received the shares in exchange for 8,407,114 shares of QT Imaging, Inc. (“**QT Imaging**”) in connection with the merger of QT Imaging into a subsidiary of GigCapital5, Inc. (“**GigCapital5**”), a Delaware corporation (now named QT Imaging Holdings, Inc. following the closing of the Business Combination (as defined below) and the Issuer), pursuant to the exchange ratio set forth in the Business Combination Agreement (as defined below) between QT Imaging and GigCapital5. The closing price of the Issuer’s Common Stock on the effective date of the Business Combination was \$3.53.

Item 4. Purpose of Transaction

Business Combination

On March 4, 2024, the Issuer announced the consummation of its business combination (the “**Business Combination**”) with QT Imaging on March 4, 2024, pursuant to that certain Business Combination Agreement, dated as of December 8, 2022, by and among GigCapital5, QT Merger Sub, Inc. (“**Merger Sub**”), and QT Imaging (the “**Business Combination Agreement**”) following the approval at the annual meeting of the stockholders of GigCapital5 held on February 20, 2024 (the “**Annual Meeting**”). In connection with the consummation of the Business Combination, the registrant changed its name from GigCapital5, Inc. to QT Imaging Holdings, Inc. on March 4, 2024.

This summary is qualified in its entirety by reference to the text of the Business Combination Agreement, as amended, which is attached hereto as Exhibit 7.1, Exhibit 7.2, Exhibit 7.3, Exhibit 7.4, Exhibit 7.5 and Exhibit 7.6, and incorporated by reference.

Registration Rights Agreement

In connection with the closing of the Business Combination, GigCapital5 and certain stockholders of the Issuer which had been stockholders of QT Imaging (the “**Registration Rights Holders**”), including the Trust, entered into a Registration Rights Agreement (the “**Registration Rights Agreement**”). Pursuant to the terms of the Registration Rights Agreement, the Issuer will be obligated to file one or more registration statements to register the resales of the Common Stock held by such Registration Rights Holders after the closing of the Business Combination. Registration Rights Holders holding at least a majority in interest of the registrable securities owned by all Registration Rights Holders are entitled under the Registration Rights Agreement to make a written demand for registration under the Securities Act of 1933, as amended, of all or part of their registrable securities, up to a total of three such demands. In addition, pursuant to the terms of the Registration Rights Agreement and subject to certain requirements and customary conditions, such Registration Rights Holders may demand at any time or from time to time, that the Issuer file a registration statement on Form S-3 (or any similar short-form registration which may be available) to register the resale of the registrable securities of the Issuer held by such Registration Rights Holders. The Registration Rights Agreement also provides such Registration Rights Holders with “piggy-back” registration rights, subject to certain requirements and customary conditions.

Under the Registration Rights Agreement, the Issuer will indemnify such Registration Rights Holders and certain persons or entities related to such Registration Rights Holders such as their officers, employees, directors, and agents against any losses or damages resulting from any untrue or alleged untrue statement, or omission or alleged omission, of a material fact in any registration statement or prospectus pursuant to which the Registration Rights Holders sell their registrable securities, unless such liability arose from such Registration Rights Holder's misstatement or alleged misstatement, or omission or alleged omission, and the Registration Rights Holders including registrable securities in any registration statement or prospectus will indemnify the Issuer and certain persons or entities related to the Issuer such as its officers and directors and underwriters against all losses caused by their misstatements or omissions (or alleged misstatements or omissions) in those documents. This summary is qualified in its entirety by reference to the text of the Registration Rights Agreement, which is included as Exhibit 7.7 and incorporated by reference.

General

The Reporting Person acquired the securities described in this Schedule 13D for investment purposes and intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Person might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the terms of the Registration Rights Agreement, the Reporting Person may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Person may engage in discussions with management, the Board, and securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or distribution policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. There can be no assurance, however, that any Reporting Person will propose such a transaction, that any proposed transaction would receive the requisite approvals from the respective governing bodies, as applicable, or that any such transaction would be successfully implemented.

Except as disclosed in this Item 4, the Reporting Person do not have any current plans or proposals that relate to or would result in any of the events described in clauses (a) through (j) of the instructions to Item 4 of Schedule 13D. The Reporting Person, however, will take such actions with respect to the Reporting Person's investments in the Issuer as deemed appropriate in light of existing circumstances from time to time and reserve the right to acquire or dispose of securities of the Issuer, to enter into hedging relationships with respect to such securities, or to formulate other purposes, plans, or proposals in the future depending on market conditions and/or other factors.

Item 5. Interest in Securities of the Issuer

(a) and (b)

The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by the Reporting Person, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 21,437,216 shares of Common Stock outstanding as of March 4, 2024 following the closing of the Business Combination:

Reporting Persons	Number of Shares With Sole Voting and Dispositive Power	Number of Shares With Shared Voting and Dispositive Power	Aggregate Number of Shares Beneficially Owned	Percentage of Class Beneficially Owned
John C. Klock, Jr.(1)	2,881,140 (2)	2,881,140 (2)	2,881,140 (2)	13.4%

(1) Shares held by John C. Klock, Jr. and Cynthia L. Klock Trust Dated 7/27/07.

- (c) None.
- (d) None.
- (e) Not applicable.

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

Item 4 above summarizes certain provisions of the Business Combination Agreement and the Registration Rights Agreement and is incorporated herein by reference. Copies of such agreements are attached as an exhibit to this Schedule 13D, and each is incorporated herein by reference.

Except as set forth herein, none of the Reporting Person has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

- 7.1 Business Combination Agreement, dated as of December 8, 2022, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to the Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024)
- 7.2 First Amendment to Business Combination, dated May 5, 2023, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
- 7.3 Second Amendment to Business Combination Agreement, dated as of September 21, 2023, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
- 7.4 Third Amendment to Business Combination Agreement, dated as of November 10, 2023, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
- 7.5 Fourth Amendment to Business Combination Agreement, dated November 22, 2023, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
- 7.6 Fifth Amendment to Business Combination Agreement, dated February 2, 2024, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
- 7.7 Registration Rights Agreement, dated March 4, 2024, by and among GigCapital5, Inc. and certain stockholders (incorporated by reference to Exhibit 10.2 to GigCapital5's Current Report on Form 8-K filed with the SEC on March 5, 2024).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in the Statement is true, complete and correct.

Date: March 18, 2024

/s/ John C. Klock, Jr.

John C. Klock, Jr.

EXHIBIT INDEX

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
7.1	Business Combination Agreement, dated as of December 8, 2022, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to the Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024)
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7.4	Third Amendment to Business Combination Agreement, dated as of November 10, 2023, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
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7.6	Fifth Amendment to Business Combination Agreement, dated February 2, 2024, by and among GigCapital5, Inc., QTI Merger Sub, Inc. and QT Imaging, Inc. (included as Annex A to Final Proxy Statement/Prospectus filed under Rule 424(b)(3) on February 7, 2024).
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