
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

(Amendment No. 1)

CURRENT REPORT

**Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **November 27, 2023**

Eagle Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36306
(Commission File Number)

20-8179278
(IRS Employer Identification No.)

50 Tice Boulevard, Suite 315
Woodcliff Lake, NJ
(Address of principal executive offices)

07677
(Zip Code)

Registrant's telephone number, including area code: **(201) 326-5300**

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|----------------------|---|
| Common Stock, par value \$0.001 per share | EGRX | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Explanatory Note

On November 29, 2023, Eagle Pharmaceuticals (the “Company”) filed a [Current Report on Form 8-K](#) (the “Original Form 8-K”), with the U.S. Securities and Exchange Commission (the “SEC”), announcing the appointment on November 27, 2023 of Michael Graves as Interim Executive Chairman of the Board of Directors of the Company (the “Board”) and Interim Principal Executive Officer of the Company in connection with Mr. Tarriff’s resignation from his positions with the Company and the Board. This Amendment No. 1 to Current Report on Form 8-K (“Amendment No. 1”) amends the Original Form 8-K in order to supplement the Company’s disclosure under Item 5.02 of the Original Form 8-K with respect to the compensation terms for Mr. Graves’s new role, which such terms were not known at the time of filing the Original Form 8-K. The Original Form 8-K otherwise remains unchanged and does not otherwise reflect events occurring after the original filing of the Form 8-K except as set forth in this Amendment No. 1.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with such appointment of Mr. Graves as the Interim Executive Chairman of the Board and Interim Principal Executive Officer of the Company, on December 21, 2023, the Company and Mr. Graves entered into an offer letter (the “Offer Letter”) providing the following compensation terms, commencing retroactively as of November 27, 2023 (the “Effective Date”): (i) a monthly compensation of \$110,000 for the Term (as defined below); and (ii) eligibility to receive a one-time nonqualified stock option to purchase 293,000 shares of the Company’s common stock, which was granted on December 21, 2023 in connection with the execution of the Offer Letter. The option will vest in equal monthly installments over a one-year period measured from the Effective Date subject to his Continuous Service (as defined in the Company’s 2014 Equity Incentive Plan (the “Plan”)), and will accelerate in full upon (i) his death or Disability (as defined in the Plan), (ii) a Change in Control (as defined in the Plan) or (iii) Mr. Graves’s termination without Cause (as defined in the Plan) from the Interim Principal Executive Officer and Interim Executive Chairman roles on or within three months prior to a Change in Control. The nonqualified stock option award described above is subject to the terms and conditions of the Plan, previously adopted and disclosed by the Company and filed as [Exhibit 10.1](#) to the Company’s Current Report on Form 8-K filed with the SEC on August 10, 2015, and the form of option award agreement, previously adopted and disclosed by the Company and filed as [Exhibit 10.3](#) to the Company’s Current Report on Form 8-K filed with the SEC on December 21, 2015. During Mr. Graves’s Term as Interim Executive Chairman of the Board and Interim Principal Executive Officer of the Company, Mr. Graves will not be eligible for participation in the Company’s executive bonus program. Mr. Graves will also not be eligible to participate in the Company’s severance plans. During the Term, Mr. Graves will not be eligible for compensation (either in the form of cash or equity) under the Company’s non-employee director compensation program, although he remains on the Board, and equity previously granted to him in his capacity as a non-employee director continues to vest. Mr. Graves’s employment is on an at-will basis, with an expected term of less than 12 months (the “Term”), which may be terminated sooner or may be extended by mutual agreement.

The Company and Mr. Graves previously entered into the Company’s standard director and officer indemnification agreement, in the form previously adopted and disclosed by the Company and filed as [Exhibit 10.1](#) to the Company’s Registration Statement on Form S-1 filed with the SEC on December 20, 2013, in connection with his prior service on the Board.

The description of the Offer Letter is only a summary, does not purport to be complete and is qualified in its entirety by the full text of the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) [Exhibits](#)

| Exhibit No. | Description |
|--------------------|--------------------|
|--------------------|--------------------|

| | |
|----------------------|---|
| 10.1 | Offer Letter, by and between the Company and Michael Graves, dated December 21, 2023. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 22, 2023

EAGLE PHARMACEUTICALS, INC.

By: /s/ Brian Cahill

Brian Cahill

Chief Financial Officer



December 21, 2023

VIA EMAIL

Michael Graves

Dear Mike:

This agreement contains the terms of your position as Interim Principal Executive Officer of Eagle Pharmaceuticals, Inc. (the "**Company**") and Interim Executive Chairman (the "**Interim Executive Chair**") of the Board of Directors of the Company (the "**Board**") with an effective date of November 27, 2023 (the "**Effective Date**").

As Interim Executive Chair, you will report directly to the Board and will perform such duties, consistent with the Interim Executive Chair position, as will reasonably be assigned to you by the Board. This is intended to be a temporary position with an expected term of less than 12 months (the "**Term**"), though this is an at-will appointment and may be terminated sooner or extended, by mutual agreement. During the Term, you will remain a member of the Board, of which you were previously the Chair, and immediately following the Term you will return to your position as non-executive Chairman of the Board.

You will perform your services hereunder primarily from your home but agree to perform your services from the Company's offices in New Jersey from time to time, in accordance with the needs of the business. You may be required to travel from time to time. You will be eligible for reimbursement of reasonable, necessary expenses incurred by you in connection with the performance of your duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

During your Term as Interim Executive Chair, you will receive compensation at the rate of \$110,000.00 per month (equivalent to annualized compensation of \$1,320,000.00) which will be paid in accordance with the Company's regular payroll practices. During the Term, you will not be eligible for participation in the Company's executive bonus program, as the compensation set forth above is inclusive of a bonus. You will also not be eligible to participate in the Company's severance plans. Even if you are eligible to participate in the Company's health and welfare plans in accordance with the terms and eligibility criteria of such plans, you have disclosed that you do not intend to participate in the Company's health and welfare plans given your existing coverage through other employment or self-employment. Your employment will be subject to the Company's personnel policies and procedures as they may be interpreted, adopted, revised or deleted from time to time in the Company's sole discretion, but only to the extent that such policies and procedures are not inconsistent with the terms of this letter.

During the Term, you will not be eligible for compensation (either in the form of cash or equity) under the Company's non-employee director compensation program. You have previously been granted one or more equity awards by the Company in connection with your service as a director, which grant(s) shall continue to vest during the Term and which shall continue to be governed in all respects by the terms of the applicable equity agreements, grant notices, and equity plans.

Upon approval by the Board or authorized committee thereof, you will be granted a nonqualified stock option to purchase 293,000 shares of the Company's common stock (the "**Option**") under the Company's 2014 Equity Incentive Plan (the "**Plan**"). The Option will have a per share exercise price equal to the Fair Market Value (as defined in the Plan) on the date of grant of the Option and shall vest and become exercisable in equal monthly installments over a one year period measured from the Effective Date, subject to your Continuous Service (as defined in the Plan, which for clarity includes your service as a non-employee member of the Board). The Option will accelerate vesting and exercisability in full upon your death or Disability (as defined in the Plan) or upon a Change in Control (as defined in the Plan) or in the event your employment as Interim Executive Chair is terminated by the Company without Cause (as defined in the Plan) within the three months prior to a Change in Control. The Option will be governed by the terms of the Plan and an associated stock option grant agreement.

The existing indemnification agreement (along with any applicable confidentiality or non-disclosure agreement) between you and the Company will continue to govern your service as Interim Executive Chair. You have disclosed to the Board that you currently serve as the Executive Chair of Nanocopoeia, Inc. and the parties acknowledge that such work does not conflict with or otherwise restrict your ability to become Interim Executive Chair of the Company and fulfill your duties to the Company in such capacity, and you may continue to hold such position during the Term. Nothing in this offer should be construed to interfere with or otherwise restrict in any way the rights of the Company and the Company's stockholders to remove any individual from the Board at any time in accordance with the Company's certificate of incorporation, bylaws, any applicable agreements and applicable law.

You acknowledge that as a result of your service on the Board and as Interim Executive Chair you have obtained and will obtain confidential information and proprietary information relating to or provided by the Company and its affiliates. During and after the Term, you shall not use for your benefit or disclose confidential information, proprietary information, knowledge or data relating to or provided by the Company and its affiliates and you agree to execute the Company's standard employee non-disclosure agreement upon the Company's reasonable request.

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me. This letter sets forth the terms of your service as Interim Executive Chair and supersedes any prior representations or agreements on this subject matter, whether written or oral. This letter will be construed and interpreted in accordance with the laws of the State of New Jersey. This letter may not be modified or amended except by a written agreement, signed by an officer of the Company or an authorized director of the Board and by you.

We look forward to continue working with you in your new capacity.

Sincerely,

Eagle Pharmaceuticals, Inc.

By: /s/ Robert Glenning

Robert Glenning

Chair of the Compensation Committee of the Board of Directors

I HAVE READ, UNDERSTAND AND AGREE FULLY TO THE FOREGOING AGREEMENT:

/s/ Michael Graves

Michael Graves
