

**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): November 8, 2024

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 obligation 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 ⁽¹⁾

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.

(1)On October 1, 2024, Eagle Pharmaceuticals, Inc. received a notice from The Nasdaq Stock Market LLC ("*Nasdaq*") indicating that the Nasdaq Hearings Panel had determined to delist the Company's Common Stock, par value \$0.001 per share (the "*Common Stock*"), from Nasdaq. Trading in the Common Stock on Nasdaq was suspended effective October 3, 2024. The Common Stock began trading on the OTC Expert Market on October 4, 2024 under the symbol "EGRX."

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

Appointment of Chief Financial Officer

On November 8, 2024, the Board of Directors (the “Board”) of Eagle Pharmaceuticals, Inc. (the “Company”) appointed Christopher Krawtschuk to serve as the Company’s Chief Financial Officer, and designated Mr. Krawtschuk as its principal financial officer and principal accounting officer, each effective November 11, 2024 (the “Effective Date”). In connection with Mr. Krawtschuk’s appointment, the Company’s Interim Chief Financial Officer, principal financial officer and principal accounting officer, Steven Ratoff, stepped down from serving in such capacities on the Effective Date and will remain as a director on the Company’s board of directors.

Mr. Krawtschuk, age 50, most recently served as Chief Financial Officer and Treasurer of bluebird bio from November 2022 until June 2024. Previously, Mr. Krawtschuk served as Chief Financial Officer of Jubilant Pharma from February 2021 to October 2022. Prior to Jubilant Pharma, from December 2018 to January 2021, Mr. Krawtschuk served as U.S. Chief Financial Officer and Treasurer of Morphosys AG. In 2018, Mr. Krawtschuk served as North American Controller at Unilever. Mr. Krawtschuk served as vice president, lead divisional controller for Pfizer from 2016 to 2018. Mr. Krawtschuk began his financial career at PricewaterhouseCoopers where he held several positions of increasing responsibility from 2001 to 2016. Mr. Krawtschuk received his B.S. in Accounting from William Paterson University and is licensed as a CPA.

There are no family relationships between Mr. Krawtschuk and any of the Company’s directors or executive officers. Mr. Krawtschuk has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Chief Financial Officer Offer Letter

In connection with Mr. Krawtschuk’s appointment as Chief Financial Officer, on November 8, 2024, he entered into an offer letter (the “Offer Letter”) with the Company. Pursuant to the Offer Letter, Mr. Krawtschuk will serve as the Company’s Chief Financial Officer and be employed on an “at will” basis.

The Offer Letter provides for an initial annual base salary of \$525,000 and eligibility to receive an annual discretionary bonus, beginning in 2025, with an initial annual target bonus of 50% of his base salary. In addition, the Offer Letter provides for a signing bonus of \$150,000 (the “Signing Bonus”) payable as a lump sum cash payment on the first payroll date immediately following Mr. Krawtschuk’s start date. If prior to the two-year anniversary of his start date Mr. Krawtschuk’s employment with the Company ends due to his resignation without Good Reason or his termination for Cause (as such terms are defined in the Severance Plan described below), Mr. Krawtschuk will be required to repay the amount of the Signing Bonus, on an after-tax basis, with such repayment amount pro-rated if his employment ends after the one-year anniversary of his start date.

The Offer Letter also provides for the grant of 100,000 performance-vesting restricted stock units (the “PSU Award”) pursuant to the terms and conditions of the Company’s 2014 Equity Incentive Plan (the “2014 EIP”) and a PSU grant notice and agreement to be granted on the Effective Date. 50% of the PSU Award will vest on the 60th day following achievement of the Performance Goal (as defined below) and 50% of the PSU Award will vest on the one-year anniversary of the date of achievement of the Performance Goal. All vesting is subject to Mr. Krawtschuk’s Continuous Service (as defined in the 2014 EIP) through the vesting date, provided that vesting will accelerate in full upon a Change in Control (as defined in the 2014 EIP) that occurs during Mr. Krawtschuk’s Continuous Service.

The “Performance Goal” means achievement of both of the following two conditions on or before June 30, 2026, as determined by the Board: (1) the Company has filed all periodic reports covering all fiscal periods required to be filed with the U.S. Securities and Exchange Commission prior to such date and (2) the Company’s common stock is listed on The Nasdaq Stock Market LLC, the NYSE American, or the New York Stock Exchange (or any successors to any of the foregoing).

Mr. Krawtschuk will also be eligible to participate in the Company's Amended and Restated Severance Benefit Plan (the "Severance Plan"). The Severance Plan provides for benefits upon an involuntary termination without Cause or resignation for Good Reason (as such terms are defined in the Severance Plan): (1) a cash payment equal to 12 months of annual base salary (increased to 18 months if such involuntary termination occurs in connection with a change in control); (2) an annual bonus payment (increased to 1.5x if such involuntary termination occurs in connection with a change in control); (3) continued COBRA premium payments for a period of up to 12 months following termination (increased to 18 months if such involuntary termination occurs in connection with a change in control); and (4) vesting acceleration of time-vesting equity awards either in part or in full and an extended time to exercise stock options. In addition, the Severance Plan provides for vesting acceleration of certain equity awards upon a change in control transaction if such awards are not assumed, continued or substituted for by the acquiring or successor entity or upon death or disability, as well as an extended period of time to exercise stock options following a death or disability (24 months).

Mr. Krawtschuk also entered into an Employee Confidential Information and Inventions Assignment Agreement, which includes confidentiality provisions, an invention assignment and non-compete and non-solicit covenants during his employment and for one year thereafter.

Mr. Krawtschuk will also enter into the Company's standard form of indemnification agreement.

The foregoing 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. Capitalized terms not otherwise defined have the meanings assigned to them in the Offer Letter.

Item 7.01 Regulation FD Disclosure.

On November 12, 2024, the Company issued a press release with respect to Mr. Krawtschuk's appointment described in Item 5.02 of this Current Report on Form 8-K ("Form 8-K"). A copy of the Company's press release is furnished as Exhibit 99.1 to this Form 8-K and incorporated herein by reference.

The information furnished pursuant to Item 7.01 of this Form 8-K, including Exhibit 99.1 furnished herewith, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

The number of shares of the Company's common stock, \$0.001 par value per share, outstanding as of October 30, 2024 was 13,023,123 shares.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Offer Letter, dated November 8, 2024, between Christopher Krawtschuk and the Company.
99.1	Press release dated November 12, 2024.
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.

Date: November 12, 2024

EAGLE PHARMACEUTICALS, INC.

By: /s/ Michael Graves

Michael Graves

Interim Principal Executive Officer



50 Tice Blvd, Suite 315, Woodcliff Lake, NJ 07677, USA 1 (201) 326.5300 eagleus.com

November 8, 2024

Christopher Krawtschuk
490 Foothill Road
Bridgewater, NJ 08807

Re: Offer of Employment

Dear Christopher:

I am pleased to offer you an initial position with Eagle Pharmaceuticals, Inc. (the "**Company**"), as its Chief Financial Officer in the Company's New Jersey office. If you commence employment with the Company pursuant to the terms of this offer letter and subject to satisfaction all of the conditions set forth herein, your start date is expected to be on or around November 11, 2024 (such actual date on which you commence employment with the Company, the "**Start Date**").

Base Salary. If you decide to join us, you will receive an initial annualized base salary of \$525,000, less applicable withholdings, which will be paid bi-weekly in accordance with the Company's normal payroll procedures. Your salary may be reviewed on an annual basis and adjusted by Eagle to reflect performance and responsibilities and the Company's business circumstances.

Annual Bonus. You will be eligible to earn an annual discretionary bonus, beginning for 2025, with a target bonus of 50% of your annual base salary. The amount of this bonus will be determined in the sole discretion of the Company and based, in part, on your performance and the performance of the Company. The bonus is not earned until paid and no pro-rated amount will be paid if your employment terminates for any reason prior to the payment date.

Signing Bonus. Subject to you commencing work on the Start Date, the Company will pay you a lump sum cash signing bonus of \$150,000 (the "**Signing Bonus**"), subject to applicable tax withholdings, to be paid on the first payroll date after the Start Date. The Signing Bonus is being paid in advance of your services and will be earned upon your continuous employment with the Company through the two-year anniversary of the Start Date (the "**Earn Date**"). If your employment with the Company ends due to your resignation without Good Reason (as defined in the Severance Plan) or the Company's termination of you for Cause (as defined in the Severance Plan) prior to the one-year anniversary of the Start Date, the Signing Bonus will not be earned and therefore you will be required to repay the full amount of the Signing Bonus that you previously received, on an after tax basis (the "**Year 1 Repayment Amount**"). In the event that your employment with the Company ends due to your resignation without Good Reason or the Company's termination of you for Cause after the one-year anniversary of the Start Date but before the Earn Date, the Signing Bonus will not be earned and you will be required to repay a pro-rata portion of the Signing Bonus that you previously received, on an after tax basis; such pro-rata portion will be calculated by multiplying \$150,000 by the percentage resulting from (x) the number of months, as of your termination date, that remain until the Earn Date divided by (y) 24 (the "**Year 2 Repayment Amount**"). In either instance, you must repay the Year 1 or Year 2 Repayment Amount, as applicable by cash or check to the Company within 30 days of your last day of employment. If you fail to timely and fully repay the Year 1 or Year 2 Repayment Amount, as applicable, the Company will be entitled to receive from you its reasonable attorneys' fees and other costs incurred to recover such Repayment Amount. For avoidance of doubt, in the event your employment with the Company ends due to your resignation without Good Reason or the Company's termination of you for Cause after the Earn Date, you will have no repayment obligation with respect to the Signing Bonus. Likewise, if your employment ends by way of a Covered Termination as defined in the Severance Plan, you will have no repayment obligation with respect to the Signing Bonus.

Benefits. During your employment, you will be eligible to participate in the standard benefits plans offered to similarly situated employees by the Company from time to time, subject to plan terms and generally applicable Company policies. Additionally, you may participate in the Company's 401(k) plan, life insurance program and long-term disability plan upon meeting the Company's specified eligibility requirements for each plan. A full description of these benefits is available upon request. The Company may change compensation and benefits from time to time in its discretion. Similarly, the Company may change your position, duties, and work location from time to time in its discretion with 30 days advanced notice.

You will be eligible to accrue a maximum of 20 days of paid time off (“**PTO**”) per year, in accordance with the Company’s PTO policy, which shall be taken subject to the demands of the Company’s business and your obligations as an employee of the Company with a substantial degree of responsibility. PTO accruals will be pro-rated during your first year of employment.

Equity Award. Subject to approval by the Company’s Board of Directors (the “**Board**”) or the Compensation Committee of the Board, the Company will grant you performance-vesting restricted stock units representing the future right to be issued 100,000 shares of the Company’s common stock upon meeting certain vesting conditions (the “**PSU Award**”), which such PSU Award shall initially not be registered pursuant to securities laws. The PSU Award will be governed by the terms and conditions of the Company’s 2014 Equity Incentive Plan (the “**Plan**”) and a PSU grant notice and agreement which will be provided to you in connection with the grant of the PSU Award (such Plan and grant notice and agreement, the “**Award Terms**”). 50% of the PSU Award will vest on the 60th day following achievement of the Performance Goal (described below) and 50% of the PSU Award will vest on the one-year anniversary of the date of achievement of the Performance Goal. All vesting is subject to your Continuous Service (as defined in the Plan) through the vesting date, provided that vesting will accelerate in full upon a Change in Control (as defined in the Plan) that occurs during your Continuous Service.

The “**Performance Goal**” means achievement of the both of the following two conditions on or before June 30, 2026: (1) the Company has filed all periodic reports covering all fiscal periods required to be filed with the SEC prior to such date and (2) the Company’s common stock is listed on The Nasdaq Stock Market LLC, the NYSE American, or the New York Stock Exchange (or any successors to any of the foregoing). The Board will determine, in its sole good faith discretion, whether and when the Performance Goal has been met.

At-Will Employment; Severance Benefits. Your employment with the Company will be “at-will.” You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice. You will be eligible to participate in the Company’s Amended and Restated Severance Benefit Plan (the “**Severance Plan**”) under the same terms and conditions as similarly-situated employees of the Company. The terms and conditions of your participation in the Severance Plan are set forth in the enclosed Participation Agreement which you must timely execute and return to us (the Severance Plan, along with the Participation Agreement, the “**Severance Terms**”).

Clawback. Compensation provided to you under this offer letter, the Severance Terms or otherwise awarded or paid to you in connection with your employment with the Company will be subject to recoupment (1) under the terms of the following policies as applicable (i) the Eagle Pharmaceuticals, Inc. Incentive Compensation Recoupment Policy, as may be amended from time to time; (ii) any clawback policy that the Company is required to adopt pursuant to any applicable listing standards of any securities exchange or association or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law; and (ii) any other clawback policy not described in (i) or (ii) that the Company adopts; and/or (2) upon the occurrence of any of the following events (x) a written determination in the sole discretion of the Board or authorized committee thereof that you engaged in conduct that materially breached your obligations to the Company (whether under this offer letter agreement, the PIIA, Severance Terms or otherwise), or engaged in conduct that constituted “Cause” under the Plan (either before or following your separation from employment with the Company), or (y) a finding by a court of competent jurisdiction or an applicable government agency that you engaged in bad faith conduct or conduct in violation of applicable law.

The determination of whether an event triggering recoupment pursuant to any of the foregoing provisions has occurred, whether to recoup or forfeit and/or the extent of any such recoupment or forfeiture appropriate and the method of such recoupment shall be determined by the Board or an authorized committee thereof in its sole discretion and provided further that in the event of any litigation, pre-suit demand, government investigation or similar proceeding relating to an action or event that may constitute such an event, the determination by the Board or authorized committee thereof may be deferred until such time as the Board or authorized committee thereof determines to be appropriate, in its sole discretion. No recovery of compensation under any of the foregoing provisions of this section will be an event giving rise to your right to voluntarily terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company or a breach of this offer letter by the Company. If the Board or authorized committee thereof determines that any compensation granted, awarded, earned or paid to you must be forfeited, repaid or reimbursed to the Company pursuant to any of the foregoing, you will promptly take any action necessary to effectuate such forfeiture and/or reimbursement and you agree that such amounts to be recouped will be computed without regard to any taxes paid (i.e., on a gross basis without regard to tax withholdings and other deductions) and the Board or authorized committee thereof may determine in its sole discretion, the appropriate method of recouping or cancelling amounts, which may include, without limitation, requiring reimbursement of amounts previously paid, seeking recovery of any proceeds realized in respect of equity awards or shares issued thereunder, cancelling or rescinding any outstanding equity-based awards, adjusting unpaid compensation or other set offs or any other method permitted by applicable law. You agree and acknowledge that you are not entitled to indemnification, and hereby waive any right to advancement of expenses, in connection with any enforcement of this provision, or any of the foregoing, by the Company.

Taxes. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board members or employees related to tax liabilities arising from your compensation.

Other Agreements and Conditions of Employment. In connection with your employment with the Company, you will receive and have access to Company confidential information and trade secrets. Accordingly, enclosed with this offer letter is an Employee Confidential Information and Inventions Assignment Agreement ("*PIIA*") which contains restrictive covenants and prohibits unauthorized use or disclosure of the Company's confidential information and trade secrets, among other obligations. Please review the *PIIA* and only sign it after careful consideration.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting, or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that you will not in any way utilize any such information in performing your duties for the Company.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to the Company within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

Arbitration. To ensure the timely and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this letter agreement, the PIIA, or your employment, or the termination of your employment, including but not limited to all statutory claims, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration by a single arbitrator conducted in Bergen County, New Jersey by Judicial Arbitration and Mediation Services Inc. (“**JAMS**”) under the then applicable JAMS rules appropriate to the relief being sought (the applicable rules are available at the following web addresses: (i) <https://www.jamsadr.com/rules-employment-arbitration/> and (ii) <https://www.jamsadr.com/rules-comprehensive-arbitration/>). This paragraph shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, claims involving allegations of sexual harassment and discrimination, to the extent such claims are not permitted by applicable law(s) to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the “**Excluded Claims**”). A hard copy of the rules will be provided to you upon request. **By agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** In addition, all claims, disputes, or causes of action under this provision, whether by you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. The Company acknowledges that you will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this agreement, if challenged by either party, shall be decided by a federal court located in the state in which the arbitration takes place. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) issue a written arbitration decision, to include the arbitrator’s essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that you or the Company would be entitled to seek in a court of law. You shall be responsible for any filing fee associated with initiating arbitration through JAMS and the Company shall be responsible for all other arbitration fees. Each party is responsible for its own attorneys’ fees, except as expressly set forth in your PIIA and/or as may be permissible under any state or federal law that provides for fee shifting. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any rendering of any portion of this arbitration provision void or unenforceable, as determined by a court of competent jurisdiction, shall not affect the validity of the remainder of the arbitration provision. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. To the extent a federal court determines that any applicable law prohibits mandatory arbitration of Excluded Claims, if you intend to bring multiple claims, including one or more Excluded Claims, the Excluded Claim(s) may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration.

To indicate your acceptance of the Company’s offer, please sign this letter in the space provided below by November 8, 2024. This letter, along with the PIIA, Severance Terms and the Award Terms, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your interviews or negotiations, whether written or oral. You acknowledge and agree that you are not relying on any representations other than the terms set forth in this letter. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the Company’s Interim Principal Executive Officer (or Chief Executive Officer, if applicable) and/or the Chair of the Compensation Committee of the Board and you. This letter shall become effective upon your timely execution of this letter and the PIIA, and the Company’s counter-execution thereof.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

/s/ Michael Graves

Michael Graves
Interim Executive Chairman of the Board of Directors and Interim Principal
Executive Officer

Acknowledged and accepted:

/s/ Christopher Krawtschuk

Christopher Krawtschuk

Enclosures: Amended and Restated Severance Benefit Plan, Amended and Restated Severance Benefit Plan Participation Agreement, Employee Confidential Information and Inventions Assignment Agreement



Eagle Pharmaceuticals Appoints Christopher Krawtschuk as Chief Financial Officer

WOODCLIFF LAKE, N.J. — November 12, 2024 — Eagle Pharmaceuticals, Inc. (OTCMKTS: EGRX) (the “Company” or “Eagle”) today announced the appointment of Christopher Krawtschuk as Chief Financial Officer (“CFO”) of the Company, effective November 11, 2024. In connection with Mr. Krawtschuk’s appointment, Mr. Steven Ratoff stepped down from his role as interim Chief Financial Officer and will remain as a director on the Company’s board of directors.

“Chris is a talented finance executive with deep experience in the pharmaceutical sector, and we are pleased to welcome him to the Eagle team,” said Michael Graves, Interim Principal Executive Officer of Eagle Pharmaceuticals. “His experience guiding companies through transitional periods brings a valuable perspective to Eagle.”

“Joining Eagle Pharmaceuticals at this time represents a unique opportunity to contribute to the Company,” said Christopher Krawtschuk. “I look forward to working with Michael and his talented colleagues as we strive to execute on our operational priorities.”

Most recently, Mr. Krawtschuk served as CFO and Treasurer of bluebird bio. Prior to that, Mr. Krawtschuk served as CFO of Jubilant Pharma, where he implemented its capital deployment strategy and optimized its capital structure. Prior to Jubilant, in his role as U.S. CFO and Treasurer at Morphosys, a German company, Mr. Krawtschuk helped build a U.S. commercial presence focused on oncology. Prior to that, Mr. Krawtschuk served as lead divisional controller for Pfizer, where he provided financial leadership that supported business strategy, operational performance, and business development efforts. Mr. Krawtschuk began his financial career at PricewaterhouseCoopers where he held several positions of increasing responsibility from 2001 to 2016. Mr. Krawtschuk received his B.S. in Accounting from William Paterson University and is licensed as a CPA.

About Eagle Pharmaceuticals, Inc.

Eagle is a fully integrated pharmaceutical company with research and development, clinical, manufacturing and commercial expertise. Eagle is committed to developing innovative medicines that result in meaningful improvements in patients' lives. Eagle's commercialized products include PEMFEXY®, RYANODEX®, BENDEKA®, BELRAPZO®, TREAKISYM® (Japan), and BYFAVO® and BARHEMSYS® through its wholly owned subsidiary Acacia Pharma Inc. Eagle's oncology and CNS/metabolic critical care pipeline includes product candidates with the potential to address underserved therapeutic areas across multiple disease states, and the company is focused on developing medicines with the potential to become part of the personalized medicine paradigm in cancer care. Additional information is available on Eagle's website at www.eagleus.com.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, and other securities law. Forward-looking statements are statements that are not historical facts. Words and phrases such as "anticipated," "forward," "will," "would," "could," "may," "intend," "remain," "regain," "maintain," "potential," "prepare," "expected," "believe," "plan," "seek," "continue," "goal," "estimate," and similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, statements with respect to Mr. Krawtschuk's expected contributions to the Company and the Company's ability to execute on its operational priorities. All of such statements are subject to certain risks and uncertainties, many of which are difficult to predict and generally beyond the Company's control, which could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Such risks and uncertainties include, but are not limited to: the completion of the review and preparation of the Company's financial information and internal control over financial reporting and disclosure controls and procedures and the timing thereof; the discovery of additional information; further delays in the Company's financial reporting, including as a result of unanticipated factors; the Company's ability to obtain resolution with respect to the events of default under its Third Amended and Restated Credit Agreement, as amended; the Company's ability to obtain financing and the timing and potential terms thereof; whether the objectives of the Company's review of potential financing and other alternatives will be achieved, the terms, structure, benefits and costs of any arrangement or transaction resulting therefrom, and whether any transaction will be consummated at all; the extent to which the rights under the Company's stockholder rights agreement become exercisable, if at all; the risk that the Company's review of potential financing and other alternatives and its announcement could have an adverse effect on the ability of the Company to retain customers and retain and hire key personnel and maintain relationships with customers, suppliers, employees, stockholders and other relationships and on its operating results and business generally; the risk that the review of potential financing and other alternatives could divert the attention and time of the Company's management; the costs resulting from the review of potential financing and other alternatives; the risk of the Company potentially seeking protection under bankruptcy laws; the possibility that the Company will be unable to re-list its common stock on the Nasdaq or another exchange and, if re-listed, the possibility that the Company thereafter will be unable to comply with the listing rules of such exchange; the limitations on trading of the Company's common stock related to the Company's trading on the OTC Expert Market; the impact on the price of the Company's common stock and the Company's reputation; the Company's ability to remediate material weaknesses in its internal control over financial reporting; the Company's ability to recruit and hire a new Chief Executive Officer and retain key personnel; the ability of the Company to realize the anticipated benefits of its plan designed to improve operational efficiencies and realign its sales and marketing expenditures and the impacts thereof; the Company's reliance on third parties to manufacture commercial supplies of its products and clinical supplies of its product candidates; the impacts of geopolitical factors such as the conflicts between Russia and Ukraine and Hamas, Iran and Israel; delay in or failure to obtain regulatory approval of the Company's or its partners' product candidates and successful compliance with Federal Drug Administration, European Medicines Agency and other governmental regulations applicable to product approvals; changes in the regulatory environment; the uncertainties and timing of the regulatory approval process; whether the Company can successfully market and commercialize its products; the success of the Company's relationships with its partners; the outcome of litigation and other legal proceedings and the risk of additional litigation and legal proceedings, including with respect to the matters referenced herein; the strength and enforceability of the Company's intellectual property rights or the rights of third parties; competition from other pharmaceutical and biotechnology companies and competition from generic entrants into the market; unexpected safety or efficacy data observed during clinical trials; clinical trial site activation or enrollment rates that are lower than expected; the risks inherent in drug development and in conducting clinical trials; risks inherent in estimates or judgments relating to the Company's critical accounting policies, or any of the Company's estimates or projections, which may prove to be inaccurate; unanticipated factors in addition to the foregoing that may impact the Company's financial and business projections and may cause the Company's actual results and outcomes to materially differ from its estimates and projections; and those risks and uncertainties identified in the "Risk Factors" sections of the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on March 23, 2023, the Company's Quarterly Reports on Form 10-Q for the quarter ended March 31, 2023, filed with the SEC on May 9, 2023, and for the quarter ended June 30, 2023, filed with the SEC on August 8, 2023, and its subsequent filings with the SEC. Readers are cautioned not to place undue reliance on these forward-looking statements. All forward-looking statements contained in this press release speak only as of the date on which they were made. Except to the extent required by law, the Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

Investor Relations Contact

Timothy McCarthy, CFA
T: 917-679-9282
E: tim@lifesciadvisors.com

Lisa M. Wilson
T: 212-452-2793
E: lwilson@insitecony.com

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