

**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): September 9, 2020**

**CATALYST PHARMACEUTICALS, INC.**

(Exact Name Of Registrant As Specified In Its Charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33057**  
(Commission  
File Number)

**76-0837053**  
(I.R.S. Employer  
Identification No.)

**355 Alhambra Circle  
Suite 1250  
Coral Gables, Florida**  
(Address of principal executive offices)

**33134**  
(Zip Code)

**Registrant's telephone number, including area code: (305) 420-3200**

**Not Applicable**  
**Former Name or Former address, if changed since last report**

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

<b>Title of Each Class</b>	<b>Name of Exchange on Which Registered</b>	<b>Ticker Symbol</b>
<b>Common Stock, par value \$0.001 per share</b>	<b>NASDAQ Capital Market</b>	<b>CPRX</b>

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))

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

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.

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

On September 9, 2020, the Company and its Chairman, President and Chief Executive Officer, Patrick J. McEnany, entered into an amendment to Mr. McEnany's employment agreement with the Company (i) extending the term of such agreement for an additional two year period, and (ii) adding language accelerating the vesting of stock-based compensation held by Mr. McEnany upon a Change of Control (as defined in the employment agreement). Mr. McEnany's employment agreement with the Company now expires on November 8, 2022. All other terms of Mr. McEnany's employment agreement with the Company remain the same.

A copy of Amendment No. 7 to Mr. McEnany's employment agreement with the Company is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The description of Amendment No. 7 that is set forth above is qualified in its entirety by reference to such amendment.

**Item 8.01 Other Events**

As previously disclosed on the Company's Form 8-K filed on August 21, 2020, Company director Philip H. Coelho did not receive a majority of the votes cast on his re-election to the Company's Board of Directors (the "Board") at the Company's Annual Meeting of Stockholders held on August 20, 2020 (the "Annual Meeting"). Under the Company's Bylaws, as amended, if a member of the Board fails to receive the approval of a majority vote of the stockholders at an annual meeting, such member of the Board is required to offer his or her resignation from the Board, and after such offer of resignation, the Nominating and Corporate Governance Committee (the "Committee") of the Board is obligated to make a recommendation to the Board regarding whether to accept or reject such resignation (such decisions being taken without the involvement of such director).

On September 9, 2020, the Committee, acting without Mr. Coelho, unanimously determined to recommend to the Board that it reject Mr. Coelho's offer of resignation. In making its decision, the Committee discussed its belief that Mr. Coelho, in his capacity as Chairman of the Committee, had not received the requisite vote for election to the Board because the Board (and not solely Mr. Coelho) had failed to ensure that the Board is sufficiently diverse. The Committee also considered the discussions of the Committee and the Board, held prior to the Annual Meeting, regarding a proposed future increase in the size of the Board beginning with the 2021 Annual Meeting of Stockholders, with any new directors to reflect the Company's commitment to diversity. Finally, in making its decision, the Committee considered Mr. Coelho's experience in the pharmaceutical industry and his contributions to the Company over his many years of dedicated service as a member of the Board.

Following this recommendation, the Board, acting without Mr. Coelho, voted unanimously to accept the recommendation of the Committee and rejected Mr. Coelho's offer of resignation. Mr. Coelho will continue his service on the Board until the 2021 Annual Meeting of Stockholders or until his earlier death, resignation or removal.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

10.1 [Amendment No. 7 to Employment Agreement between the Company and Patrick J. McEnany, dated September 9, 2020](#)

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 caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**Catalyst Pharmaceuticals, Inc.**

By: \_\_\_\_\_ /s/ Alicia Grande  
Alicia Grande  
Vice President, Treasurer and CFO

Dated: September 11, 2020

**SEVENTH AMENDMENT TO  
EMPLOYMENT AGREEMENT**

This **SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT** ("Amendment") is entered into as of this 9th day of September, 2020, by and between **CATALYST PHARMACEUTICALS, INC.**, a Delaware corporation ("Company") and **PATRICK J. MCENANY** ("Employee").

**Preliminary Statements**

- A. The parties have previously entered into that certain Employment Agreement, dated as of November 8, 2006 (the "Original Agreement"), as previously amended by that certain First Amendment to Employment Agreement, dated as of December 19, 2008 (the "First Amendment"), that certain Second Amendment to Employment Agreement, dated as of November 8, 2009 (the "Second Amendment"), that certain Third Amendment to Employment Agreement, dated as of September 14, 2011 (the "Third Amendment"), that certain Fourth Amendment to Employment Agreement, dated as of August 28, 2013 (the "Fourth Amendment"), that certain Fifth Amendment to Employment Agreement, dated as of June 23, 2016 (the "Fifth Amendment"), and that certain Sixth Amendment to Employment Agreement, dated as of May 25, 2018 (the "Sixth Amendment"), and together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, the "Employment Agreement"). Unless otherwise defined, capitalized terms used herein shall have the meanings given to them in the Employment Agreement.
- B. The parties wish to further amend the Employment Agreement to reflect the terms set forth below.

**Agreement**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extension of Agreement. The outside date of the Term of the Employment Agreement is extended for a two year period from the "fourteenth anniversary of the Effective Date" (November 8, 2020) until the "sixteenth anniversary of the Effective Date" (November 8, 2022). All references in the Employment Agreement to the "third anniversary of the Effective Date", the "fifth anniversary of the Effective Date", the "seventh anniversary of the Effective Date", the "tenth anniversary of the Effective Date", the "twelfth anniversary of the Effective Date," or the "fourteenth anniversary of the effective date" shall be deemed by this Amendment to now refer to the "sixteenth anniversary of the Effective Date."

2. Additional Terms. The Employment Agreement is hereby amended to add the following sentence as an additional sentence at the end of Section 7.5.2 of the Employment Agreement:  
  
Further, upon a Change in Control, (i) all outstanding stock options and other equity awards held by Employee that have not yet vested on time-based vesting provisions contained in such awards under which Employee would have vested over time had the Change in Control not occurred, shall immediately vest, and (ii) all outstanding stock options and other equity awards held by Employee that have performance-based vesting provisions (such as achievement of a certain stock price) shall automatically vest as of the date of the Change in Control, whether or not the performance-based vesting condition has been satisfied as of such date.
3. Employment Agreement Remains in Effect. Except as otherwise specifically amended herein, the terms and provisions of the Employment Agreement remain in full force and effect.
4. Counterparts. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date set forth above.

**CATALYST PHARMACEUTICALS, INC.**

By: /s/ Alicia Grande  
Alicia Grande  
Vice President, Treasurer and CFO

**EMPLOYEE:**

/s/ Patrick J. McEnany  
Patrick J. McEnany