

**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 4, 2021**

Osmotica Pharmaceuticals plc

(Exact name of registrant as specified in its charter)

Ireland

(State or other jurisdiction
of incorporation)

001-38709

(Commission File Number)

Not Applicable

(IRS Employer
Identification No.)

**400 Crossing Boulevard
Bridgewater, NJ**

(Address of principal executive offices)

08807

(Zip Code)

(Registrant's telephone number, including area code): **(908) 809-1300**

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 (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
Ordinary Shares	OSMT	Nasdaq Global Select Market

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 with Certain Officers.

On November 4, 2021, Fred Weiss informed the board of Directors (the “Board”) of Osmotica Pharmaceuticals plc that he would retire as a director, with such retirement effective as of November 4, 2021.

On November 4, 2021, the Board approved an amendment to the employment agreement between RVL Pharmaceuticals, Inc. (“RVL”) and Brian Markison, dated as of December 3, 2015 (the “Employment Agreement”). Pursuant to this amendment, effective as of November 5, 2021, Mr. Markison will receive a base salary of \$525,000, subject to discretionary increases, and will be eligible to receive an annual cash bonus with a target annual bonus equal to 60% of his annual base salary.

The foregoing description of the Employment Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Amendment to Employment Agreement, by and between RVL and Brian Markison, dated November 5, 2021
104	Cover Page Interactive Data File (formatted as Inline XBRL)

* Indicates management contract or compensatory plan

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: November 10, 2021

OSMOTICA PHARMACEUTICALS PLC

By: /s/ Brian Markison
Brian Markison
Chief Executive Officer

November 5, 2021

Brian Markison

Dear Brian,

The purpose of this letter is to amend the Employment Agreement by and between RVL Pharmaceuticals, Inc. (the “Company”) and you dated as of December 3, 2015, as amended effective July 29, 2021 (the “Employment Agreement”), effective as of November 5, 2021 (the “Effective Date”). Except as expressly provided for herein, the Employment Agreement shall remain in full force and effect. Capitalized terms used but not defined in this letter will have the meanings set forth in the Employment Agreement.

1. Base Salary. As of the Effective Date, the first sentence of Section 3(a) of the Employment Agreement is deleted in its entirety and replaced with the following:

“The Company shall pay to the Executive an annual base salary of not less than \$525,000 (the ‘Base Salary’), subject to applicable tax withholdings, payable in accordance with the regular payroll practices of the Company.”

2. Annual Cash Bonus. As of the Effective Date, the first sentence of Section 3(c) of the Employment Agreement is deleted in its entirety and replaced with the following:

“The Executive shall be eligible to receive an annual cash bonus (‘Annual Cash Bonus’) less taxes and withholdings, with a target bonus opportunity of 60% of the Executive’s Base Salary for the applicable calendar year (the ‘Target Bonus’).”

Except as expressly modified herein, the Employment Agreement remains in full force and effect, and is binding on you and the Company in accordance with its terms. Without limiting the generality of the foregoing, you acknowledge and agree that nothing contained herein shall constitute “Good Reason” for purposes of the Employment Agreement, that you remain bound by the restrictive covenants set forth in Section 5 of the Employment Agreement, and that the changes to the terms and conditions of your employment described in this Amendment do not change or limit the scope of, or your obligations to comply with, such restrictive covenants.

[Remainder of page intentionally left blank.]

RVL PHARMACEUTICALS, INC.:

/s/ Christopher Klein

By: Christopher Klein

Title: General Counsel

AGREED TO AND ACCEPTED:

/s/ Brian Markison

Brian Markison
