
**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): June 15, 2018

ANTHERA PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

001-34637
(Commission File Number)

20-1852016
(I.R.S. Employer
Identification No.)

25801 Industrial Boulevard, Suite B, Hayward,
California

(Address of Principal Executive Offices)

94545

(Zip Code)

Registrant's telephone number, including area code: (510) 856-5600

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 (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.

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

On June 15, 2018, Anthera Pharmaceuticals, Inc. (the “Company”) and Craig Thompson entered into a letter agreement (the “Letter Agreement”) amending Mr. Thompson’s Amended and Restated Employment Agreement with the Company dated January 5, 2018 (the “Employment Agreement”). Pursuant to the terms of the Letter Agreement, Mr. Thompson acknowledged and agreed that, among other things, (i) from June 15, 2018 through June 30, 2018 (the “Transition Period”), he shall only be required to devote 20% of his working time and efforts to the business and affairs of the Company, (ii) during the Transition Period he shall receive an annualized base salary in the amount of \$92,000, provided that for purposes of his severance eligibility as set forth in Section 5(b) of the Employment Agreement, his “Base Salary” shall be based on his full salary of \$460,000, and (iii) his employment with the Company shall end effective as of June 30, 2018. The parties agreed that such separation of employment shall be deemed a “Termination without Cause,” and, subject to the terms of his Employment Agreement, Mr. Thompson shall be entitled to receive severance benefits set forth in Section 5(b) of the Employment Agreement subject to his execution and non-revocation of a separation and release agreement and continued compliance with his contractual obligations to the Company. Mr. Thompson will continue to serve as President, Chief Executive Officer, as a director on the Company’s Board of Directors, and provide consulting services to the Company after the termination of his Employment Agreement.

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

Item 9.01 Financial Statements and Exhibits

Exhibit 10.1 [Letter Agreement between Anthera Pharmaceuticals, Inc. and Craig Thompson, dated June 15, 2018.](#)

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: June 18, 2018

Anthera Pharmaceuticals, Inc.

By: /s/ J. Craig Thompson
J. Craig Thompson
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT INDEX

Exhibit No. **Description**

10.1 [Letter Agreement between Anthera Pharmaceuticals, Inc. and Craig Thompson, dated June 15, 2018.](#)

ANTHERA PHARMACEUTICALS, INC.

June 15, 2018

PERSONAL AND CONFIDENTIAL

J. Craig Thompson

Re: **Adjustment to Terms of Employment; Notice of Termination**

Dear Craig:

This letter agreement memorializes the mutual agreement between you and Anthera Pharmaceuticals, Inc. (the "Company") regarding your continued employment with the Company. Except as provided herein, the terms of your Amended and Restated Employment Agreement with the Company, dated January 5, 2018 (the "Employment Agreement") shall remain in full force and effect. All capitalized terms not defined herein shall have the meaning set forth in the Employment Agreement. Please sign and return this letter agreement to me no later than Monday, June 18, 2018 to acknowledge your agreement to these terms.

1. **Duties and Time Commitment.** From June 15, 2018 through June 30, 2018 (the "Transition Period"), you shall only be required to devote 20% of your working time and efforts to the business and affairs of the Company. During the Transition Period you may seek and commence outside employment (full-time or part-time), provided you continue to perform your responsibilities to the Company, remain in compliance with your obligations to the Company (e.g. nondisclosure) and provided further that any new employment does not otherwise create a conflict of interest with the Company. You agree that these changes and any changes in your duties, responsibilities, or authorities during the Transition Period shall not trigger Good Reason.

2. **Base Salary.** During the Transition Period your annualized base salary will be \$92,000 (which is twenty percent of your current salary), less applicable withholdings; provided that for purposes of your severance eligibility as set forth in Section 5(b) of the Employment Agreement, your "Base Salary" shall be based on your full salary of \$460,000. You agree that the reduction in your base salary during the Transition Period shall not trigger Good Reason.

3. **Separation of Employment.** Your employment with the Company shall end effective as of June 30, 2018 (the "Separation Date"). The separation of employment will be deemed a "Termination without Cause" consistent with Section 4(d) of your Employment Agreement. Subject to your timely execution and non-revocation of a Separation Agreement and Release and your continued compliance with your contractual obligations to the Company, you will be entitled to the severance benefits set forth in Section 5(b) of the Employment Agreement. This letter agreement shall be deemed the Notice of Termination for purposes of Section 4(f) of the Employment Agreement. You agree to make yourself available for transitional and consulting services after the Separation Agreement.

J. Craig Thompson
June 15, 2018
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4. **Entire Agreement.** Except as otherwise provided or referenced above, this letter agreement, constitutes the complete agreement and understanding between you and the Company concerning the subject matter hereof and supersedes all prior agreements, representations, negotiations, discussions and understandings (whether written, oral or implied) between you and the Company regarding such subject matter, except that the Employment Agreement (as modified herein) and the Confidentiality and Inventions Assignment Agreement shall remain in full force and effect.

Sincerely,

Paul F. Truex
Chairman of the Board of Directors

Accepted and Agreed:

/s/ J. Craig Thompson

J. Craig Thomson

Dated: June 15, 2018
