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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): **February 17, 2019**

**IMMUNE PHARMACEUTICALS, INC.**  
(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>001-36602</b> (Commission File Number)	<b>52-1841431</b> (IRS Employer Identification No.)
<b>1 Bridge Plaza North, Suite 270, Fort Lee, NJ</b> (Address of principal executive offices)		<b>07024</b> (Zip Code)

Registrant's telephone number, including area code: **(201) 464-2677**

(Former name or former address, if changed since last report) N/A

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.

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**Item 1.03 Bankruptcy or Receivership.**

On February 17, 2019, Immune Pharmaceuticals Inc. (the “Company”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., in the United States Bankruptcy Court for the District of New Jersey, captioned *Immune Pharmaceuticals, Inc., et al.*, Case No.: 19-13273 (VFP).

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

On March 6, 2019, Tony Fiorino resigned as the President and Interim Chief Executive Officer of the Company. Dr. Fiorino will continue as a member of the Company’s Board of Directors. Dr. Fiorino’s resignation was not due to any disagreement related to the Company’s operations, policies or practices, financial status or financial statements.

Gary H. Rabin, age 53, has been appointed as the President and Interim Chief Executive Officer of the Company to succeed Dr. Fiorino. Mr. Rabin has also been elected to the Company’s Board of Directors to fill the vacancy resulting from Dr. Cameron Durrant’s resignation as a member of the Board of Directors in September 2018.

Mr. Rabin has served as a consultant to the Company since October 2018. Since November 2014, Mr. Rabin has been the managing member of Vine Holdings Group LLC, a restructuring and financial advisory firm. From December 2007 to January 2014, Mr. Rabin held a number of positions with Advanced Cell Technology, Inc., including director, Interim Chief Executive Officer and Chairman of the Board and Chief Executive Officer and Chairman of the Board. Mr. Rabin has a 32-year career in finance, including as a portfolio manager for hedge funds investing in the technology, media and telecommunications industries and as a media and telecommunications investment banker, primarily focused on investment management and capital raising targeting small-cap and emerging growth companies.

In connection with his employment as the Company’s President and Interim Chief Executive Officer, the Company has entered into an employment agreement with Mr. Rabin, dated March 7, 2019 (the “Employment Agreement”), which provides for Mr. Rabin’s appointment as President and Interim Chief Executive Officer for a term ending on June 7, 2019. In the Employment Agreement, the Company agreed to pay Mr. Rabin \$11,000 and to pay Mr. Rabin an additional \$4,000 on each of April 7, May 7 and June 7, 2019. The Company also agreed to reimburse Mr. Rabin for his reasonable out-of-pocket or associate expenses incurred in connection with his service to the Company. In the Employment Agreement, Mr. Rabin also agreed to customary confidentiality, non-solicitation and invention covenants.

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

There are no arrangements or understandings between Mr. Rabin and any other persons pursuant to which he was elected as President and Interim Chief Executive Officer. There are also no family relationships between Mr. Rabin and any director or executive officer of the Company, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On March 7, 2019, the Company issued a press release announcing Dr. Fiorino’s resignation as an officer of the Company and the appointment of Mr. Rabin as his successor and his election as a director of the Company. A copy of the press release is filed herewith as Exhibit 10.2 and incorporated by reference herein in its entirety.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<u>10.1</u>	<u>Employment Agreement, dated March 7, 2019, by and between Immune Pharmaceuticals Inc. and Gary H. Rabin</u>
<u>10.2</u>	<u>Press release dated March 7, 2019</u>

**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 thereunto duly authorized.

**IMMUNE PHARMACEUTICALS INC.**

By: /s/ Gary H. Rabin  
Name: Gary H. Rabin  
Title: President and Interim Chief  
Executive Officer

Date: March 8, 2019

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of March 7, 2019, by and between Gary H. Rabin ("Rabin"), and Immune Pharmaceuticals Inc ("Company"). Company desires to engage Rabin as President and Interim Chief Executive Officer to provide certain services to Company as more particularly set forth in Exhibit A attached hereto and made a part hereof (the "Services"). The parties desire to set forth, in writing, the terms and conditions concerning the engagement. Accordingly, in consideration of the mutual covenants in this Agreement, and for other good and valuable consideration, it is agreed as follows:

**1. Engagement and Commencement Date.** Commencing on March 7, 2019 ("Commencement Date"), Company hereby engages Rabin as President and Interim Chief Executive Officer, on the terms and conditions set forth in this Agreement. By signing this Agreement, Rabin and Company understand and agree to all of the terms and conditions outlined herein and those that are incorporated by reference, if any.

**2. Services of Rabin.** Rabin shall render to Company all of the Services reasonably requested by Company to the best of Rabin's abilities. It is intended that Rabin's Services will at all times comply in all material respects with any applicable federal, state or local laws, statutes or ordinances, and all rules, regulations and orders required in order to render all Services provided for hereunder. The Services shall be provided subject to the supervision and, where appropriate, approval of the Company's Board of Directors. Rabin shall devote such time and attention to the affairs of the Company and the provision of the Services as Rabin and the Company's Board of Directors shall mutually agree. Such Services may be provided in person, by telephone, by electronic communication or as otherwise reasonably necessary for the appropriate provision of such Services.

**3. Rules and Regulations.** Rabin agrees to observe and comply in all material respects with all of Company's policies, procedures, rules and regulations that currently exist and those rules and regulations that are from time to time added, adopted or amended, whether temporary or permanent, regarding the rendering of the Services by Rabin and the use of staff, office and other facilities, accounting and bookkeeping systems and other related services, if any. Moreover, Company reserves the right to make reasonable changes to Company's rules and regulations at any time with prior notification to Rabin. Rabin's continued performance of the Services for Company shall constitute his consent and approval to such modifications.

**4. Term.** The engagement of Rabin hereunder shall commence as of the Commencement Date and shall continue for a period of approximately three months, terminating on June 7, 2019. This Agreement may be terminated by Company at any time for any or no reason, upon thirty (30) days' advance written notice to Rabin, and for cause immediately upon notice, provided that Sections 7 through 9 and Sections 11 through 15, inclusive, shall survive any termination or expiration of this Agreement. In the event of termination of this Agreement, Company shall only be obligated to pay Rabin through the date of termination and for Services actually rendered.

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**5. Compensation.** Company shall pay Rabin for the Services hereunder an initial retainer of \$11,000 via wire transfer upon signature of this agreement. In addition Company shall pay Rabin a Work Fee of \$4,000 on each of April 7, May 7 and June 7, 2019. Separately, on a monthly basis, Rabin shall remit an invoice, which Company shall pay within ten (10) days of receipt for all reasonably incurred out-of-pocket or associated expenses that may result from Rabin's rendering of Services to Company, provided that such expenses are reasonable in amount, approved in advance in writing for any amounts greater than \$250, incurred for the benefit of Company and supported by itemized accountings and expense receipts submitted to Company prior to any reimbursement therefor.

**6. Assignment of Services by Rabin.** The Services to be provided by Rabin hereunder are personal to Rabin and may not be assigned or delegated without the prior written consent of Company, which may be withheld in Company's sole and subjective discretion.

**7. [Reserved]**

**8. Confidential Information.** Rabin acknowledges that Company has established substantial goodwill and confidential information with respect to its business.

(a) Character of Information. Company, among other things, is in the business of developing drug candidates. In the course of its business, Company maintains confidential information relating to its business, which include (i) formulations, , (ii) clinical development strategies and plans, (iii) clinical trial information, (iv) contract manufacturing, contract research and clinical trial organization relationships, contacts and related information, (vii) existing and future strategic plans including the potential sale or exclusive licensing of one or more of the Company's product candidates, (viii) computer data, processes and know-how and (ix) vendors, manufacturers and developers, all of which is stored on various forms of media (collectively "Confidential Information"). The Confidential Information has been compiled, assembled and developed as a result of substantial efforts and expenditures by Company. Rabin acknowledges that the Confidential Information is not in the public domain, and Company has established and implemented policies and procedures to restrict access to all Confidential Information to persons who have a genuine need to use Confidential Information in the course of their association with Company. Rabin hereby acknowledges that by reason of becoming apprised of Confidential Information, no license or any other rights whatsoever, either directly or by implication, in or to the Confidential Information are acquired by Rabin. Subject to Section 9(b) below, Rabin agrees that all Confidential Information received by Rabin in the course of his service for Company or made available to Rabin by Company, is the sole and exclusive property of Company.

(b) Exceptions. Confidential Information shall not include any information that Rabin can demonstrate: (1) is already known to Rabin or was in Rabin's possession before the date of disclosure under this Agreement other than pursuant to a confidentiality obligation with the Company; (2) is or becomes publicly known through no wrongful act of Rabin; (3) is independently developed by Rabin without reference to the Confidential Information; (4) is required to be disclosed to comply with laws, statutes, regulations, orders and other governmental rules; or (5) is obtained by Rabin from a third party which is not, to the knowledge of Rabin, subject to any legal restriction on its right to use and disclose such information.

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(c) Rabin's Representations and Covenants: Non-Disclosure. In reliance on Rabin's representations, warranties and covenants, from time to time Company may permit Rabin to have access to Confidential Information, to the extent necessary and for the sole purpose of enabling Rabin to perform the Services to Company. Subject to Section 9(b), while associated with Company and at any time after termination of Rabin's Services or association with Company, Rabin represents, warrants and agrees that if Company permits Rabin to have access to Confidential Information, Rabin will use such Confidential Information only in a fiduciary capacity for the benefit of Company, and will not use, disclose, or disseminate, directly, or indirectly, any Confidential Information, except as required to perform the Services. In furtherance of the foregoing, Rabin shall maintain the Confidential Information in the strictest of confidence, will not make copies, summaries, compilations or extracts of any Confidential Information, and will not permit anyone to have access to Confidential Information, except as authorized in writing by Company. If Rabin uses, discloses, or disseminates or causes the use, disclosure, or dissemination of Confidential Information then Rabin shall be responsible for any and all damages suffered by Company, including but not limited to compensatory, incidental, consequential, lost profits, statutory, nominal, punitive, and restitutionary damages as well as any and all associated legal fees, costs and expenses.

(d) Non-Solicitation. During the term of this Agreement and the one-year period following any termination or expiration of this Agreement, Rabin shall not solicit or hire any of Company's employees or contractors for services or for the purpose of terminating, curtailing or interfering in any way with their relationship with Company.

(e) Surrender of Property. Rabin agrees that upon termination of his engagement with Company, Rabin shall immediately return to Company all documents and property belonging to Company, including but not limited to all Confidential Information, including Rabin's new customer and new business leads and referral sources, mailing lists, vendor lists and supplier lists, if any.

**10. Consulting or Other Services for Competitors.** Rabin represents and warrants that Rabin does not presently perform, intend to perform nor will Rabin perform, during the term of the Agreement, consulting or other services for companies whose businesses or proposed businesses involve competing businesses.

**11. Remedies.** If Rabin breaches or defaults in any of its obligations under this Agreement, specifically including Sections 9 and 10, Rabin acknowledges that Company may be irreparably damaged and that it would be extremely difficult and impractical to measure the resulting damages in money; accordingly, Rabin acknowledges and agrees that Company, in addition to any other available rights or remedies, shall have the right to specific performance, injunctive relief and any other equitable remedy for any breach or threatened breach of his obligations under this Agreement, and Rabin waives the defense that a remedy at law or damages is adequate. The Company shall not be required to post any bond or other security in connection with any action for equitable relief. Rabin further agrees that Company shall have the right to require Rabin to account for and pay over to Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Rabin as the result of any transaction constituting a breach of or default under this Agreement. Each of the foregoing rights and remedies shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to Company under any law or in equity.

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**12. Representations and Covenants.** Rabin hereby represents and warrants to Company that:

(a) No Conflict. The engagement of Rabin hereunder and the performance by Rabin of his intended Services do not and will not require the consent, waiver or approval of any party, do not create a breach of, constitute a default under, or violate or conflict with any contract, agreement or other instrument or any judgment or order to which Rabin is subject, including without limitation, any outstanding restrictive covenant or non competition agreement which would interfere with or prevent Rabin's engagement by Company hereunder as contemplated by the parties.

(b) No Consent. The execution, delivery and performance of this Agreement by Rabin do not require the consent, waiver or approval of any party.

(c) No Infringement. Any materials provided by Rabin to Company shall not infringe upon the rights of any third parties including, but not limited to, intellectual property rights, moral rights, rights of publicity or rights of privacy.

(d) Third Party Assignment. In the event any intellectual property is wholly or partially created by a third party to this Agreement, Rabin undertakes to obtain the assignment of any and all rights in such intellectual property from such third party to Company in compliance with the terms and conditions of this Agreement, and to provide a copy of the assignment to Company.

**13. Indemnification.** Rabin agrees to indemnify, defend and hold harmless Company, its officers, directors, shareholders and affiliates (each, an "Indemnified Person" and collectively the "Indemnified Persons") from and against all claims, demands, damages, liabilities, losses, settlements, costs and expenses arising out of or in connection with Rabin's breach of this Agreement, breach of any representations and warranties, gross negligence or intentional misconduct. Rabin will also reimburse Company and any other Indemnified Person for all reasonable expenses (including reasonable fees and disbursements of legal counsel), as such expenses are incurred, in connection with investigating, preparing to defend or defending any such action, claim, proceeding or investigation, whether or not in connection with pending or threatened litigation in which Rabin or any other Indemnified Person is a party or target.

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#### **14. Work for Hire.**

(a) **Work for Hire.** The Rabin expressly acknowledges and agrees that any and all proprietary materials prepared by the Rabin under this Agreement at the direction and for the benefit of Company shall be considered “works for hire” and the exclusive property of the Company unless otherwise specified. These items shall include, but shall not be limited to, any and all deliverables resulting from the Rabin’s Services or contemplated by this Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, domain name, software, programs, middleware, applications, and solutions conceived, made, or discovered by the Rabin, solely or in collaboration with others, during the Term of this Agreement relating in any manner to the Rabin’s Services.

(b) **Additional Action to Assign Interest.** To the extent such work may not be deemed a “work for hire” under applicable law, the Rabin hereby assigns to the Company all of its right, title, and interest in and to such work. The Rabin shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company’s expense, copyright applications, assignments, and other documents required for the protection of the Company’s rights to such materials.

(c) **Notice of Incorporation of Existing Work.** If the Rabin intends to integrate or incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, the Rabin must obtain the Company’s prior written approval of such integration or incorporation. If the Company, in its reasonable discretion, consents, the Company is hereby granted a worldwide, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product developed for the Company.

**15. Survival.** Rabin and Company agree that their obligations under Sections 9, 10, 12 and 13 of this Agreement shall continue in effect after termination of Rabin’s engagement with Company, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and that Company is entitled to communicate Rabin’s obligations under this Agreement to any third party. The parties’ obligations hereunder also shall be binding upon their successors in interest, heirs, executors, assigns, and administrators and shall inure to the benefit of the other party.

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**16. General Terms and Conditions.** If either party brings an action to enforce its rights under this Agreement, in addition to such other remedies which the court may grant, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. As used in this Agreement, the neuter shall include the masculine and feminine and vice versa, and the singular shall include the plural and vice versa, as the context may require. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings, whether oral or in writing. This Agreement shall be governed by and interpreted under the laws of the State of New York. Except as provided in Section 11, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York County before a neutral arbitrator reasonably acceptable to both parties. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. In case one or more of the provisions contained in this Agreement shall be deemed to be invalid, illegal or unenforceable in any respect under any applicable law, the other provisions contained herein shall not in any way be affected or impaired thereby. This Agreement may be executed in one or more counterparts but all of the counterparts shall constitute one agreement.

*[Signature page follows.]*

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IN WITNESS WHEREOF, the parties have executed this Consulting Agreement on the day and year first set forth above.

Immune Pharmaceuticals Inc (“Company”)

Signature: /s/ Jeff Paley

Name: Jeff Paley

Title: Director and Chair, Compensation Committee

Address: 1 Bridge Plaza North, Suite 270  
Fort Lee, NJ 07024

GARY H. RABIN, an individual

Signature: /s/ Gary Rabin

Name: Gary H. Rabin "Rabin"

Address: 1100 Indiana Avenue  
Venice, CA 90291

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**EXHIBIT "A" - Description of Rabin's Services & Objectives**

**Rabin shall work the Company's, board of directors with respect to the following:**

- (1) Developing a strategy for raising third party capital, including the sale of exclusive license of the Company's product candidates;
  - (2) Assisting in strategy and negotiation with existing creditors and investors;
  - (3) Assisting in the completion of transaction-specific materials, including without limitation, PowerPoint presentations;
  - (4) Assisting in the documentation and review of financing arrangements;
  - (5) Assisting in creation of all materials and strategies to interface with potential investors;
  - (6) Consultation as it relates to Company's shareholder cap table;
  - (7) Other matters appropriate for the President and Chief Executive of a public company.
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### **Immune Pharmaceuticals Announces Leadership Transition**

FORT LEE, NJ (March 7, 2019) - Immune Pharmaceuticals, Inc. (OTC PINK: IMNPQ) (“Immune” or the “Company”), a biopharmaceutical company developing novel therapeutic agents for the treatment of immunologic and inflammatory diseases, announced that Gary Rabin has been appointed as President and interim Chief Executive Officer (CEO) and a member of the Board of Directors. He succeeds Tony Fiorino, MD, PhD, Immune’s former President and interim CEO, who has resigned as an officer of the Company but will remain a Director. On February 17, 2019, the Company filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (Case No. 19-13273).

Dr. Fiorino noted “At this point in time, Immune needs executive leadership well-versed in corporate restructuring, asset sales and the bankruptcy process. The Company is fortunate to have found Gary Rabin, who brings a wealth of relevant experience to the table. Gary has previously served as a consultant to the Company and has a deep understanding of the Company’s programs, capital structure, restructuring efforts to date, and the chapter 11 process. In my ongoing role as a Director, I intend to focus on the Company’s efforts to sell or partner the Company’s clinical assets.”

Gary H. Rabin, 53, has a 32-year career in finance, investing, biotechnology management, and financial restructuring. He has been the Managing Member of Vine Holdings Group since 2015. Previously he was the Chairman and CEO of Advanced Cell Technology, Inc., a biotechnology company in the cell therapy industry, where he led a successful financial turnaround. He has also been the portfolio manager of three hedge funds in the tech/media/telecom sector. From 1987 until 2002, he was a media and telecom investment banker for some of the world’s largest investment banking firms including CIBC, ING Barings, UBS and First Boston.

#### **About Immune Pharmaceuticals, Inc.**

Immune Pharmaceuticals Inc. is a biopharmaceutical company developing novel therapeutic agents for the treatment of immunologic and inflammatory diseases. Immune’s lead program, bertilimumab, is a first-in-class, human monoclonal antibody that targets eotaxin-1, a chemokine that plays a role in immune responses and attracts eosinophils to the site of inflammation. By blocking eotaxin-1, bertilimumab may prevent the migration and activation of eosinophils and other cells, thus blocking an important inflammatory pathway active in a variety of allergic and immune diseases. Bertilimumab has shown promising clinical activity in bullous pemphigoid and has been studied in other conditions including allergic rhinitis and ulcerative colitis, and may have application in other diseases, including atopic dermatitis, asthma, and other diseases. For more information, please visit [www.immunepharma.com](http://www.immunepharma.com) and connect with the Company on Twitter, LinkedIn, and Facebook.

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### **Safe Harbor Statements Regarding Forward Looking Statements**

The statements in this news release made by representatives of Immune relating to matters that are not historical facts are forward-looking statements that involve risks and uncertainties. There is no assurance that the Company will be able to successfully restructure its operations, effect sales of or partnerships for its clinical assets on terms acceptable to the Company, if at all, or emerge from bankruptcy as a going concern. Immune undertakes no obligation to update any of these statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as to the date hereof. Accordingly, any forward-looking statements should be read in conjunction with the additional risks and uncertainties detailed in Immune's filings with the Securities and Exchange Commission, including those discussed in Immune's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and periodic reports filed on Form 8-K.

### **Investor Contact**

Investors@immunepharma.com  
SOURCE Immune Pharmaceuticals Inc.

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