

**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 2, 2012

THE HAIN CELESTIAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-22818
(Commission
File Number)

22-3240619
(I.R.S. Employer
Identification No.)

58 South Service Road, Melville, NY 11747
(Address of principal executive offices)

Registrant's telephone number, including area code: (631) 730-2200

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

On November 2, 2012, The Hain Celestial Group, Inc. (the “Company”) entered into an amendment (the “Amendment”) to the Company’s employment agreement with Irwin D. Simon, dated as of July 1, 2003, as amended (the “Employment Agreement”), such that “Termination for Good Reason” means a termination of Mr. Simon’s employment following (i) a diminution of his position, duties and responsibilities, (ii) the removal of Mr. Simon from, or failure to re-elect Mr. Simon as, the Chairman of the Board or as Chief Executive Officer (“CEO”), (iii) a reduction in his base salary, (iv) the material breach by the Company of any term of the Employment Agreement, or (iv) following a Change in Control, Mr. Simon not being CEO or Chairman of the Board of any ultimate parent company resulting from the Change in Control or any material reduction in compensation opportunity (including achievability) or benefits provided under any compensation, incentive, employee benefit or welfare plan or program of the Company or any subsidiary in which Mr. Simon participates before the Change in Control. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Employment Agreement.

The foregoing descriptions of the Employment Agreement and the Amendment do not purport to be complete and are qualified in its entirety by reference to the actual Employment Agreement, as amended (as previously publicly filed and described by the Company) and the full text of the Amendment (included as Exhibit 10.1 to this Current Report on Form 8-K.)

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed herewith:

Exhibit No.	Description
10.1	Amendment to Employment Agreement between the Company and Irwin D. Simon, dated as of November 2, 2012

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT ("Amendment") is made effective on the date hereof to the employment agreement dated as of July 1, 2003, as amended on October 30, 2006, December 31, 2008, July 1, 2009 and June 30, 2012 (the "Employment Agreement"), between The Hain Celestial Group, Inc., a Delaware corporation (the "Company"), and Irwin D. Simon (the "Executive").

WHEREAS, Executive has been employed by the Company pursuant to the terms of the Employment Agreement; and

WHEREAS, the parties desire to amend the Employment Agreement in accordance with the provisions of Section 7(j) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Agreement and supersede the provisions of the Agreement as follows:

1. The definition of "Termination for Good Reason" in Section 5(d) of the Employment Agreement is hereby amended in its entirety to read as follows:

"Termination for Good Reason" means a termination of Executive's employment by Executive following (i) a diminution in Executive's positions, duties and responsibilities from those described in Section 2 hereof, (ii) the removal of Executive from, or the failure to re-elect Executive as Chairman of the Board of the Company or as Chief Executive Officer of the Company, (iii) a reduction in Executive's annual Base Salary, (iv) a material breach by the Company of any other provision of this Agreement or (v) following a Change in Control, Executive not being Chief Executive Officer or Chairman of the Board of any ultimate parent company resulting from the Change in Control or any material reduction in compensation opportunity (including achievability) or benefits provided under any compensation, incentive, employee benefit or welfare plan or program of the Company or any subsidiary in which the Executive participates before the Change in Control."

Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect. Executive hereby agrees and acknowledges that the terms of this Amendment shall not create or provide any grounds for payment of any benefits under Section 5(b) of the Employment Agreement or otherwise trigger any rights of Executive under the Employment Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of November 2, 2012.

EXECUTIVE

Date: November 2, 2012

/s/ Irwin D. Simon

Irwin D. Simon

THE HAIN CELESTIAL GROUP, INC.

Date: November 2, 2012

By: /s/ Denise M. Faltischek

Name: Denise M. Faltischek

Title: Senior Vice President &
General Counsel