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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):

December 26, 2010

Herbalife Ltd.

(Exact name of registrant as specified in its charter)

Cayman Islands

1-32381

98-0377871

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

P.O. Box 309GT, Ugland House, South Church Street,  
Grand Cayman, Cayman Islands

KY1-1106

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

c/o (213) 745-0500

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 December 26, 2010, Herbalife International of America, Inc. (the "Company"), a subsidiary of Herbalife, Ltd. ("Parent"), and Brett R. Chapman, the Company's General Counsel and Corporate Secretary, entered into an amendment to Mr. Chapman's amended and restated employment agreement dated as of June 1, 2010 (such amendment the "Chapman Amendment"). On December 28, 2010, the Company and Richard P. Goudis, the Company's Chief Operating Officer, entered into an amendment to Mr. Goudis' amended and restated employment agreement dated as of January 1, 2010 (such amendment, the "Goudis Amendment").

Under their amended and restated employment agreements as in effect prior to these amendments, should Mr. Chapman or Mr. Goudis have become entitled to payments that were subject to excise tax pursuant to Section 4999 of the Internal Revenue Code, the Company was obligated to pay Mr. Chapman or Mr. Goudis, as the case may be, gross-up payments so as to bear the full burden of that excise tax. In addition, in the event of a Change of Control (as defined in Parent's 2005 Stock Incentive Plan), half of the then-unvested equity awards granted to Mr. Chapman or Mr. Goudis would vest and become exercisable as of immediately prior to such Change of Control.

As a result of these amendments, the Company is no longer obligated to pay Mr. Chapman or Mr. Goudis a gross-up payment in the event that payments made to them under their respective amended and restated employment amendments are subject to excise tax pursuant to Section 4999 of the Internal Revenue Code. In consideration of his agreeing to this amendment, in the event of a Change of Control, all of the then-unvested equity awards granted to Mr. Chapman or Mr. Goudis will vest and become exercisable as of immediately prior to such Change of Control.

The foregoing summary is qualified in its entirety by reference to the complete text of the Chapman Amendment and the Goudis Amendment, each of which is incorporated herein by reference and a copy of which is attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively.

**Item 9.01 Financial Statements and Exhibits.**

10.1 Amendment No. 1 to Amended and Restated Employment Agreement of Brett R. Chapman, dated as of December 26, 2010

10.2 Amendment No. 1 to Amended and Restated Employment Agreement of Richard P. Goudis, dated as of December 28, 2010

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**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.

Herbalife Ltd.

*December 29, 2010*

*By: Brett R. Chapman*

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*Name: Brett R. Chapman*

*Title: General Counsel*

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1 to Amended and Restated Employment Agreement of Brett R. Chapman, dated as of December 26, 2010
10.2	Amendment No. 1 to Amended and Restated Employment Agreement of Richard P. Goudis, dated as of December 28, 2010

**AMENDMENT NO. 1**  
**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 1 to the Amended and Restated Employment Agreement is made and entered into, effective as of December 26, 2010, by and between Herbalife International of America, Inc. (the "Company") and Brett R. Chapman ("Executive").

**RECITALS**

WHEREAS, the Company and Executive are parties to that certain Amended and Restated Employment Agreement dated as of June 1, 2010 (the "Employment Agreement") pursuant to which Executive is employed as the Company's General Counsel; and

WHEREAS, the Company and Executive desire to amend the terms of the Employment Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby agree as follows:

1. Section 5 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

"5. Excise Tax. If any payment or benefit due under this Agreement, together with all other payments and benefits (including, without limitation, the acceleration of vesting of stock options and/or other equity-based compensation awards) to which Executive is entitled from the Company, or any affiliate thereof, would (if paid or provided) constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision), the amounts otherwise payable and benefits otherwise due under this Agreement will either (i) be delivered in full, or (ii) be limited to the minimum extent necessary to ensure that no portion thereof will fail to be tax-deductible to the Company by reason of Section 280G of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state or local income and employment taxes and the excise tax imposed under Section 4999 of the Code, results in Executive's receipt, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the excise tax imposed under Section 4999 of the Code. In the event that the payments and/or benefits are to be reduced pursuant to this Section 5, such payments and benefits shall be reduced such that the reduction of compensation to be provided to Executive as a result of this Section 5 is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero."

2. Change in Control. Notwithstanding anything to the contrary in an award agreement between Executive and the Company, with respect to all stock option, stock appreciation right and stock unit awards granted to Executive prior to or after the date of this Amendment No. 1 (the "Equity Awards"), upon the occurrence of a Change of Control (as defined in the Company's 2005 Stock Incentive Plan, as amended) each Equity Award shall become immediately and fully vested and, to the extent applicable, exercisable as of immediately prior to such Change of Control.

3. Except as modified hereby, the Employment Agreement, shall remain in full force and effect and unmodified.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No.1 as of the date first written above.

**HERBALIFE INTERNATIONAL OF AMERICA, INC.**

By: /s/ Michael O. Johnson

Name: Michael O. Johnson  
Title: Chief Executive Officer

**EXECUTIVE**

/s/ Brett R. Chapman

Brett R. Chapman

**AMENDMENT NO. 1**  
**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 1 to the Amended and Restated Employment Agreement is made and entered into, effective as of December 28, 2010, by and between Herbalife International of America, Inc. ("Employer") and Richard P. Goudis ("Executive").

**RECITALS**

WHEREAS, the Company and Executive are parties to that certain Amended and Restated Employment Agreement dated as of January 1, 2010 (the "Employment Agreement") pursuant to which Executive is employed as Employer's Chief Operating Officer; and

WHEREAS, Employer and Executive desire to amend the terms of the Employment Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby agree as follows:

1. Section 5 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

"5. Excise Tax. If any payment or benefit due under this Agreement, together with all other payments and benefits (including, without limitation, the acceleration of vesting of stock options and/or other equity-based compensation awards) to which Executive is entitled from the Company, or any affiliate thereof, would (if paid or provided) constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision), the amounts otherwise payable and benefits otherwise due under this Agreement will either (i) be delivered in full, or (ii) be limited to the minimum extent necessary to ensure that no portion thereof will fail to be tax-deductible to the Company by reason of Section 280G of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state or local income and employment taxes and the excise tax imposed under Section 4999 of the Code, results in Executive's receipt, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the excise tax imposed under Section 4999 of the Code. In the event that the payments and/or benefits are to be reduced pursuant to this Section 5, such payments and benefits shall be reduced such that the reduction of compensation to be provided to Executive as a result of this Section 5 is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero."

2. Change in Control. Notwithstanding anything to the contrary in an award agreement between Executive and the Company, with respect to all stock option, stock appreciation right and stock unit awards granted to Executive prior to or after the date of this Amendment No. 1 (the "Equity Awards"), upon the occurrence of a Change of Control (as defined in the Company's 2005 Stock Incentive Plan, as amended) each Equity Award shall become immediately and fully vested and, to the extent applicable, exercisable as of immediately prior to such Change of Control.

3. Except as modified hereby, the Employment Agreement, shall remain in full force and effect and unmodified.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No.1 as of the date first written above.

**HERBALIFE INTERNATIONAL OF AMERICA, INC.**

By: /s/ Michael O. Johnson

Name: Michael O. Johnson  
Title: Chief Executive Officer

**EXECUTIVE**

/s/ Richard P. Goudis

Richard P. Goudis