
**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 29, 2012**

PACIRA PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35060
(Commission
File Number)

51-0619477
(IRS Employer
Identification No.)

5 Sylvan Way, Suite 100, Parsippany, New Jersey
(Address of Principal Executive Offices)

07054
(Zip Code)

Registrant's telephone number, including area code: **(973) 254-3560**

(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 (*see* General Instruction A.2. below):

- 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))
-
-
-

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

Amendment to Services Agreement

On November 29, 2012, the Compensation Committee of the Board of Directors of Pacira Pharmaceuticals, Inc. (the "Company") and the Audit Committee of the Board of Directors of the Company approved, and the Company entered into, Amendment #2 to the Services Agreement with MPM Asset Management LLC ("MPM") and Gary Patou (the "Amended Services Agreement"), which amends the prior Services Agreement between the Company, MPM and Dr. Patou.

Prior to amending the existing Services Agreement, the business time Dr. Patou and MPM were to spend consulting for the Company was scheduled to be reduced from 50% in 2012 to 20% in 2013 and the monthly services fee was to be reduced from \$15,880.40 to \$6,352.16. Pursuant to the terms of the Amended Services Agreement, Dr. Patou and MPM will continue to devote 50% of business time to consulting for the Company, and the monthly services fee will remain \$15,880.40, through December 31, 2013. After December 31, 2013, Dr. Patou and MPM will continue to provide services to the Company as set forth in the existing Services Agreement.

The foregoing description is qualified in its entirety by reference to the Amended Services Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
99.1	Amendment #2 to Services Agreement, dated November 29, 2012

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: December 4, 2012

PACIRA PHARMACEUTICALS, INC.

By: /s/ James Scibetta
James Scibetta
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
99.1	Amendment #2 to Services Agreement, dated November 29, 2012

AMENDMENT #2 TO SERVICES AGREEMENT

This Amendment #2 to Services Agreement (this "Amendment"), is entered into as of November 29, 2012, by and between Pacira Pharmaceuticals, Inc., (the "Company"), MPM Asset Management LLC ("MPM") and Gary Patou ("Consultant").

This Amendment #2 amends the Services Agreement dated October 28, 2010 by and among the Company, MPM and Consultant, as amended on December 8, 2011 (the "Original Agreement"). If there is any conflict between the provisions of this Amendment and those in the Original Agreement, the provisions of this Amendment govern. Except as expressly stated in this Amendment, capitalized terms used and not defined herein have the same meanings defined in the Original Agreement. Except as expressly amended herein, all other terms and provision of the Original Agreement remain in full force and effect.

RECITALS

A. Consultant currently devotes approximately 50% of his business time to the Company for a monthly service fee of \$15,880.40. The Original Agreement contemplates that in 2013 this would change to approximately 20% of his business time to the Company for a monthly service fee of \$6,352.16. The parties desire to amend the terms so Consultant will continue to devote approximately 50% of his business time to the Company for a monthly service fee of \$15,880.40 during 2013.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 4(a) is hereby amended to reflect that the amount of Monthly Services Fee is \$15,880.40 for 2013.
2. Exhibit A is hereby amended to reflect that Consultant shall devote approximately 50% of his business time to the Company in 2013.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

PACIRA PHARMACEUTICALS, INC.

By: /s/ Dave Stack
Dave Stack
President and Chief Executive Officer

MPM ASSET MANAGEMENT LLC

By: /s/ Luke Evin
Luke Evin
Managing Director

CONSULTANT

By: /s/ Gary Patou
Dr. Gary Patou
