TEVA PHARMACEUTICAL INDUSTRIES LTD Form 6-K May 01, 2014

UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of May, 2014

Commission File Number: 001-16174

Teva Pharmaceutical Industries Ltd.

(Translation of registrant s name into English)

Israel

(Jurisdiction of incorporation or organization)

5 Basel Street, P.O. Box 3190 Petach Tikva 4951033 Israel

(Address of principal executive office)

| Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F: [x] Form 20-F [] Form 40-F |
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| Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): [] |
| Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): [] |
| Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934: [] Yes [x] No |
| If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):n/a_ |

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.

| | | Teva Pharmaceutical Industries Ltd. |
|------------------|-----|-------------------------------------|
| Date: 05/01/2014 | By: | Eyal Desheh |
| | | Eyal Desheh EVP & CFO |

EXHIBIT INDEX

| Exhibit No. | Description |
|-------------|---|
| 99.1 | TEVA REPORTS FIRST QUARTER 2014 RESULTS |

"2">Departure of Directors or Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On August 6, 2008, the Company and James R. Reidman entered into a new employment agreement to continue to serve as Chairman of the Board and such other positions as the Board of Directors may designate from time to time. The agreement expires August 6, 2010, and thereafter extends annually for additional one year terms unless either party gives the other 30 days notice of its intention not to extend. The agreement provides for an annual base salary of \$335,000 and participation in executive bonus plans as may be established. The agreement also provides for confidentiality, non-competition, and employee and customer non-solicitation that extend for 18 months after the termination of his employment.

Mr. Reidman s employment agreement may be terminated by the Company at any time without cause, effective upon 30 days written notice of termination. Also, Mr. Riedman may terminate the employment agreement for good cause, as defined in the agreement. The Company may terminate Mr. Riedman s employment agreement for cause, as defined in the agreement.

The employment agreement also provides that if his employment is terminated by the Company without cause or by Mr. Riedman for good reason, then the Company is obligated to pay Mr. Riedman accrued, but unpaid amounts under the agreement together with non-compete 18 monthly payments at his annual salary rate, unless it is in connection with a change in-control, in which case such amount must be paid in single payment. The agreement also provides for parachute gross-up payment from the Company to Mr. Riedman if any payment due Mr. Riedman under the agreement together with any other payments or benefits which Mr. Riedman is entitled to result in an excess parachute payment, as defined in Internal Revenue Code Section 280G.

There is no arrangement or understanding between Mr. Riedman and any other person, pursuant to which either of them is to be selected as an officer of the Company that would require disclosure under Item 401(b) of Regulation S-K. Additionally, except as disclosed in the Company s proxy statement filed with the Securities & Exchange Commission on April 28, 2008, there is no family relationship between Mr. Riedman and any other person that would require disclosure under Item 401(d) of Regulation S-K and Mr. Riedman is not a party to any transactions that would require disclosure under Item 404(a) of Regulation S-K.

The above is a summary of Mr. Riedman s employment agreement is qualified in its entirety by the actual terms of the agreement, which is filed as Exhibit 10.1 with this report.

Item 9.01 Finance Statements and Exhibits. (d) Exhibits.

 $10.1\,$ Employment Agreement between Phoenix Footwear Group, Inc. and James R. Reidman dated August 6, 2008.

99.1 Press Release issued August 12, 2008

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: August 12, 2008

PHOENIX FOOTWEAR GROUP, INC.

/s/ Scott Sporrer Name: Scott Sporrer

Title: Interim Chief Financial Officer

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