

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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

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

Delaware
(State or other jurisdiction of
incorporation or organization)

05-0563787
(I.R.S. Employer
Identification No.)

**3180 Porter Drive
Palo Alto, CA 94304
(650) 496-3777**
(Address of principal executive offices)

Amended and Restated Directors Deferred Compensation Plan
(Full title of the plan)

Bruce C. Cozadd
Chairman and Chief Executive Officer
Jazz Pharmaceuticals, Inc.
**3180 Porter Drive
Palo Alto, CA 94304
(650) 496-3777**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Suzanne Sawochka Hooper, Esq.
Chadwick Mills, Esq.
Cooley LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
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Carol A. Gamble, Esq.
Philip J. Honerkamp, Esq.
Jazz Pharmaceuticals, Inc.
3180 Porter Drive
Palo Alto, CA 94304
(650) 496-3777

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common Stock, par value \$0.0001 per share	200,000 shares	\$9.36	\$1,872,000	\$133.48

- (1) Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's Common Stock that become issuable under the plan set forth herein by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of the Registrant's Common Stock.
- (2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) and Rule 457(c) promulgated under the Securities Act. The offering price per share and the aggregate offering price are based upon the average of the high and low prices of the Registrant's Common Stock as reported on The NASDAQ Global Market on August 10, 2010.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents have been filed by the Registrant with the Securities and Exchange Commission (the "Commission") and are incorporated herein by reference:

- the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009 and filed with the Commission on March 4, 2010, as amended by Amendment No. 1 to the Registrant's Annual Report on Form 10-K/A and filed with the Commission on March 24, 2010;
- the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010 and filed with the Commission on May 6, 2010;
- the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010 and filed with the Commission on August 11, 2010;
- the Registrant's Current Reports on Form 8-K, filed with the Commission on March 10, 2010, March 25, 2010, April 2, 2010, May 5, 2010 (except for the information furnished under Item 2.02 or any related exhibit), May 12, 2010, June 8, 2010 and July 1, 2010 (except for the information furnished under Item 2.02 or any related exhibit); and
- the description of the Registrant's common stock contained in the Registrant's registration statement on Form 8-A filed with the Commission on May 25, 2007, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all of the shares of Common Stock offered have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

For purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's amended and restated certificate of incorporation contains provisions permitted under Delaware law relating to the liability of directors. These provisions eliminate a director's personal liability for monetary damages resulting from a breach of fiduciary duty, except in circumstances involving wrongful acts, such as:

- any breach of the director's duty of loyalty to the Registrant or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- any act related to unlawful stock repurchases, redemptions or other distribution or payments of dividends; or
- any transaction from which the director derived an improper personal benefit.

These provisions do not limit or eliminate the Registrant's rights or any stockholder's rights to seek non-monetary relief, such as an injunction or rescission, in the event of a breach of a director's fiduciary duty. These provisions will not alter a director's liability under federal securities laws.

As permitted by Section 145 of the Delaware General Corporation Law, or DGCL, the Registrant's amended and restated bylaws require the Registrant to indemnify its directors and officers to the fullest extent not prohibited by the DGCL or any other applicable law. The Registrant may modify the extent of such indemnification by individual contracts with the Registrant's directors and officers. Further, the Registrant may decline to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person, unless such indemnification is expressly required to be made by law, the proceeding was authorized by the Registrant's Board of Directors, such indemnification is provided by the Registrant, in its sole discretion, pursuant to the powers vested in the Registrant under the DGCL or any other applicable law, or otherwise required under the Registrant's amended and restated bylaws.

The Registrant has entered into indemnity agreements with each of its directors, executive officers and vice presidents that require it to indemnify such persons against any and all expenses (including attorneys' fees), witness fees, judgments, fines, settlements and other amounts incurred (including expenses of a derivative action) in connection with any action, suit or proceeding or alternative dispute resolution mechanism, inquiry hearing or investigation, whether threatened, pending or completed, to which any such person may be made a party by reason of the fact that such person is or was a director, an officer or an employee of the Registrant or any of its affiliated enterprises, provided that such person's conduct did not constitute a breach of his or her duty of loyalty to the Registrant or its stockholders, and was not an act or omission not in good faith or which involved intentional misconduct or a knowing violation of laws. The indemnity agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder. The indemnity agreements with certain of the Registrant's directors further provide that, with respect to a director that is serving on the Registrant's Board of Directors at the direction of a venture or other investment fund or entity, with respect to such indemnitee's service as a director, officer, employee, agent and/or fiduciary of the Registrant, the Registrant's obligations under the indemnity agreement are the primary source of indemnification and advancement, the Registrant is required to make all expense advances, and the Registrant is liable for all of such indemnitee's expenses, to the extent required by the indemnity agreement, the Registrant's amended and restated certificate of incorporation and amended and restated bylaws, without regard to any rights the indemnitee may have against the applicable venture or other investment fund or entity, and the Registrant irrevocably waives, relinquishes and releases any and all claims against the applicable venture or other investment fund or entity for contribution, subrogation or any other recovery of any kind in connection with the Registrant's obligations under the indemnity agreement. At present, there is no pending litigation or proceeding involving any of the Registrant's directors, officers or employees for which indemnification is sought, nor is the Registrant aware of any threatened litigation that may result in claims for indemnification by the Registrant.

The Registrant has the power to indemnify its other employees and other agents, as permitted by the DGCL or any other applicable law, but the Registrant is not required to do so.

The Registrant maintains directors' and officers' liability insurance. The policy insures the Registrant's directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses the Registrant for those losses for which the Registrant has lawfully indemnified the directors and officers. The policy contains various exclusions, none of which apply to any offerings pursuant to this registration statement.

The amended and restated investor rights agreement between the Registrant and certain investors provides for cross-indemnification in connection with registration of the Registrant's common stock on behalf of such investors. The Registrant also entered into a registration rights agreement with the purchasers of \$40.0 million of senior secured notes that provides for cross-indemnification in connection with registration of the Registrant's common stock underlying warrants on behalf of such purchasers. The common stock purchase agreement and the registration rights agreement the Registrant entered into with Kingsbridge Capital Limited provides for cross-indemnification in connection with the registration of the Registrant's common stock on behalf of Kingsbridge and the entering into of the transactions contemplated by the common stock purchase agreement and the registration rights agreement. In addition, the investor rights agreement the Registrant entered into with certain investors in July 2009 provides for cross-indemnification in connection with registration of the Registrant's common stock on behalf of such investors.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Description of Document</u>
3.1	Fourth Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to exhibit 3.1 in the Registrant's quarterly report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2007, as filed with the SEC on August 10, 2007).
3.2	Amended and Restated Bylaws (incorporated herein by reference to exhibit 3.4 in the Registrant's registration statement on Form S-1, as amended (File No. 333-141164), as filed with the SEC on May 17, 2007)
4.1	Reference is made to Exhibits 3.1 and 3.2.
4.2	Specimen Common Stock Certificate (incorporated herein by reference to exhibit 4.2 in the Registrant's registration statement on Form S-1, as amended (File No. 333-141164), as filed with the SEC on May 17, 2007)
4.3A	Third Amended and Restated Investor Rights Agreement, made effective as of June 6, 2007, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3A in the Registrant's quarterly report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2007, as filed with the SEC on August 10, 2007)
4.3B	Waiver and Amendment Agreement, dated as of March 12, 2008, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3B in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.3C	Waiver and Amendment Agreement, dated as of May 7, 2008, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3C in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on May 9, 2008)
4.3D	Waiver and Amendment Agreement, dated as of July 6, 2009 by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3D in the Registrant's quarterly report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2009, as filed with the SEC on August 14, 2009)
4.4A	Form of Series BB Preferred Stock Warrant of the Registrant (incorporated by reference to exhibit 4.6 to the Registrant's registration statement on Form S-1 (File No. 333-141164), as filed with the SEC on March 9, 2007)
4.4B	Form of Series BB Preferred Stock Warrant of the Registrant, as amended (incorporated herein by reference to exhibit 4.4B in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.5A	Form of Common Stock Warrant of the Registrant (incorporated herein by reference to exhibit 4.5D in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.5B†	Registration Rights Agreement, dated as of March 17, 2008, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.5E in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.5C	Amendment and Waiver Agreement, dated as of November 10, 2009, by and among the Registrant, JPI Commercial, LLC and the other parties named therein (incorporated by reference to exhibit 4.5F in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on November 10, 2009)
4.6A	Warrant issued to Kingsbridge Capital Limited, dated May 7, 2008 (incorporated herein by reference to exhibit 4.6A in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on May 9, 2008)
4.6B	Registration Rights Agreement, dated as of May 7, 2008, by and between the Registrant and Kingsbridge Capital Limited (incorporated herein by reference to exhibit 4.6B in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on May 9, 2008)
4.6C	Amendment Agreement No. 1, dated as of November 20, 2009, by and between the Registrant and Kingsbridge Capital Limited (incorporated by reference to exhibit 4.6C in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on November 23, 2009)
4.7	Form of Registered Direct Common Stock Warrant (incorporated herein by reference to exhibit 4.7 in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 16, 2008)
4.8	NOL Preservation Lock-Up Agreement, effective as of July 7, 2009, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.8 in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 7, 2009)
4.9A	Form of Common Stock Warrant of the Registrant issued on July 7, 2009 (incorporated herein by reference to exhibit 4.9A in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 7, 2009)

Exhibit Number	Description of Document
4.9B	Investor Rights Agreement, dated July 7, 2009 by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.9B in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 7, 2009)
5.1	Opinion of Registrant's General Counsel.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2	Consent of Registrant's General Counsel. Reference is made to Exhibit 5.1.
24.1	Power of Attorney. Reference is made to the signature page of this Form S-8.
99.1	Amended and Restated Directors Deferred Compensation Plan

† Confidential treatment has been granted for portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

Item 9. Undertakings.

1. The undersigned Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(i) and (a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference herein.

(b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palo Alto, State of California, on August 12, 2010.

JAZZ PHARMACEUTICALS, INC.

By: /s/ BRUCE C. COZADD

Bruce C. Cozadd

Chairman and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints BRUCE C. COZADD, KATHRYN E. FALBERG and CAROL A. GAMBLE, and each or any one of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ BRUCE C. COZADD</u> Bruce C. Cozadd	Chairman, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	August 12, 2010
<u>/s/ KATHRYN E. FALBERG</u> Kathryn E. Falberg	Senior Vice President and Chief Financial Officer <i>(Principal Financial Officer)</i>	August 12, 2010
<u>/s/ JOAN E. COLLIGAN</u> Joan E. Colligan	Controller and Principal Accounting Officer <i>(Principal Accounting Officer)</i>	August 12, 2010
<u>/s/ PAUL L. BERNS</u> Paul L. Berns	Director	August 12, 2010
<u>/s/ SAMUEL D. COLELLA</u> Samuel D. Colella	Director	August 12, 2010
<u>/s/ BRYAN C. CRESSEY</u> Bryan C. Cressey	Director	August 12, 2010
<u>/s/ PATRICK G. ENRIGHT</u> Patrick G. Enright	Director	August 12, 2010
<u>/s/ MICHAEL W. MICHELSON</u> Michael W. Michelson	Director	August 12, 2010
<u>/s/ JAMES C. MOMTAEZEE</u> James C. Momtazee	Director	August 12, 2010
<u>/s/ ROBERT M. MYERS</u> Robert M. Myers	Director	August 12, 2010
<u>/s/ KENNETH W. O'KEEFE</u> Kenneth W. O'Keefe	Director	August 12, 2010
<u>/s/ ALAN M. SEBULSKY</u> Alan M. Sebulsky	Director	August 12, 2010
<u>/s/ JAMES B. TANANBAUM, M.D.</u> James B. Tananbaum, M.D.	Director	August 12, 2010
<u>/s/ RICK E WINNINGHAM</u> Rick E Winningham	Director	August 12, 2010
<u>/s/ NATHANIEL M. ZILKHA</u> Nathaniel M. Zilkha	Director	August 12, 2010

EXHIBITS

Exhibit Number	Description of Document
3.1	Fourth Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to exhibit 3.1 in the Registrant's quarterly report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2007, as filed with the SEC on August 10, 2007).
3.2	Amended and Restated Bylaws (incorporated herein by reference to exhibit 3.4 in the Registrant's registration statement on Form S-1, as amended (File No. 333-141164), as filed with the SEC on May 17, 2007)
4.1	Reference is made to Exhibits 3.1 and 3.2.
4.2	Specimen Common Stock Certificate (incorporated herein by reference to exhibit 4.2 in the Registrant's registration statement on Form S-1, as amended (File No. 333-141164), as filed with the SEC on May 17, 2007)
4.3A	Third Amended and Restated Investor Rights Agreement, made effective as of June 6, 2007, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3A in the Registrant's quarterly report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2007, as filed with the SEC on August 10, 2007)
4.3B	Waiver and Amendment Agreement, dated as of March 12, 2008, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3B in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.3C	Waiver and Amendment Agreement, dated as of May 7, 2008, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3C in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on May 9, 2008)
4.3D	Waiver and Amendment Agreement, dated as of July 6, 2009 by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.3D in the Registrant's quarterly report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2009, as filed with the SEC on August 14, 2009)
4.4A	Form of Series BB Preferred Stock Warrant of the Registrant (incorporated by reference to exhibit 4.6 to the Registrant's registration statement on Form S-1 (File No. 333-141164), as filed with the SEC on March 9, 2007)
4.4B	Form of Series BB Preferred Stock Warrant of the Registrant, as amended (incorporated herein by reference to exhibit 4.4B in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.5A	Form of Common Stock Warrant of the Registrant (incorporated herein by reference to exhibit 4.5D in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.5B†	Registration Rights Agreement, dated as of March 17, 2008, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.5E in the Registrant's annual report on Form 10-K (File No. 001-33500) for the period ended December 31, 2007, as filed with the SEC on March 31, 2008)
4.5C	Amendment and Waiver Agreement, dated as of November 10, 2009, by and among the Registrant, JPI Commercial, LLC and the other parties named therein (incorporated by reference to exhibit 4.5F in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on November 10, 2009)
4.6A	Warrant issued to Kingsbridge Capital Limited, dated May 7, 2008 (incorporated herein by reference to exhibit 4.6A in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on May 9, 2008)
4.6B	Registration Rights Agreement, dated as of May 7, 2008, by and between the Registrant and Kingsbridge Capital Limited (incorporated herein by reference to exhibit 4.6B in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on May 9, 2008)
4.6C	Amendment Agreement No. 1, dated as of November 20, 2009, by and between the Registrant and Kingsbridge Capital Limited (incorporated by reference to exhibit 4.6C in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on November 23, 2009)
4.7	Form of Registered Direct Common Stock Warrant (incorporated herein by reference to exhibit 4.7 in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 16, 2008)
4.8	NOL Preservation Lock-Up Agreement, effective as of July 7, 2009, by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.8 in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 7, 2009)
4.9A	Form of Common Stock Warrant of the Registrant issued on July 7, 2009 (incorporated herein by reference to exhibit 4.9A in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 7, 2009)
4.9B	Investor Rights Agreement, dated July 7, 2009 by and between the Registrant and the other parties named therein (incorporated herein by reference to exhibit 4.9B in the Registrant's current report on Form 8-K (File No. 001-33500), as filed with the SEC on July 7, 2009)
5.1	Opinion of Registrant's General Counsel.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2	Consent of Registrant's General Counsel. Reference is made to Exhibit 5.1.
24.1	Power of Attorney. Reference is made to the signature page of this Form S-8.
99.1	Amended and Restated Directors Deferred Compensation Plan

† Confidential treatment has been granted for portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

August 11, 2010

Jazz Pharmaceuticals, Inc.
3180 Porter Drive
Palo Alto, CA 94304

Ladies and Gentlemen:

You have requested my opinion with respect to certain matters in connection with the filing by Jazz Pharmaceuticals, Inc. (the "Company") of a Registration Statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") covering the offering of up to 200,000 shares of the Company's Common Stock, par value \$0.0001 per share (the "Shares"), pursuant to the Company's Amended and Restated Directors Deferred Compensation Plan (the "Deferred Plan").

In connection with this opinion, I have examined (a) the Registration Statement and related Prospectus, (b) the Deferred Plan, (c) the Company's Fourth Amended and Restated Certificate of Incorporation, (d) the Company's Amended and Restated Bylaws, as currently in effect, and (e) such other documents, records, certificates, memoranda and other instruments as I deem necessary as a basis for this opinion. I have assumed the genuineness and authenticity of all documents as originals, the conformity to originals of all documents as copies thereof, and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof.

My opinion is expressed only with respect to the federal laws of the United States of America, the General Corporation Law of the State of Delaware, and the laws of the State of California. I express no opinion as to whether the laws of any particular jurisdiction other than those identified above are applicable to the subject matter hereof.

On the basis of the foregoing, and in reliance thereon, I am of the opinion that the Shares, when sold and issued in accordance with the Deferred Plan and the Registration Statement and related Prospectus, will be validly issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, I do not thereby admit that I am within the category of persons whose consent is required by Section 7 of the Securities Act of 1933, as amended, or the related rules and regulations promulgated by the Commission.

Very truly yours,

/s/ CAROL A. GAMBLE

Carol A. Gamble
General Counsel

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Amended and Restated Directors Deferred Compensation Plan of Jazz Pharmaceuticals, Inc. of our report dated March 3, 2010, with respect to the consolidated financial statements and schedule of Jazz Pharmaceuticals, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2009, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Palo Alto, California
August 11, 2010

JAZZ PHARMACEUTICALS, INC.
AMENDED AND RESTATED DIRECTORS DEFERRED COMPENSATION PLAN

APPROVED BY THE BOARD: MAY 1, 2007
AMENDED BY THE BOARD: DECEMBER 16, 2008
AMENDED AND RESTATED BY THE BOARD: AUGUST 11, 2010

ARTICLE I

DEFINITIONS

1.1 “Board” shall mean the Board of Directors of the Company.

1.2 “Capitalization Adjustment” means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Account on or after August 15, 2010 without the receipt of consideration by the Company (through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the Company). Notwithstanding the foregoing, the conversion of any convertible securities of the Company shall not be treated as a transaction “without the receipt of consideration” by the Company.

1.3 “Change in Control” means any of the following: (a) the date that any one person or persons acting as a group acquires ownership of Company stock constituting more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company; (b) the date that any one person or persons acting as a group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of the stock of the Company possessing fifty percent (50%) or more of the total voting power of the stock of the Company; (c) the date that a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or (d) the date that any one person or persons acting as a group acquires assets (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) from the Company that have a total gross fair market value equal to or more than eighty percent (80%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The determination of whether an event constitutes a Change of Control for purposes of this Plan shall be made in accordance with its definition under Section 409A of the Code and the regulations and other guidance thereunder, and shall not involve the exercise of any discretionary authority by the Board.

1.4 “Code” shall mean the Internal Revenue Code of 1986, as amended.

1.5 “Common Stock” shall mean the common stock of the Company.

1.6 “Company” means Jazz Pharmaceuticals, Inc., a Delaware corporation.

1.7 “**Director**” shall mean a member of the Board who is not an employee of the Company or any of its subsidiaries.

1.8 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

1.9 “**Fees**” shall mean amounts earned for serving as a member of the Board, including any committees of the Board.

1.10 “**He**”, “**Him**”, or “**His**” shall apply equally to male and female members of the Board.

1.11 “**Market Value Per Share**” shall mean, for any given day, the price per share equal to the consolidated closing bid price for the Common Stock on such day, or the immediately preceding Trading Day if such day is not a Trading Day; *provided, however*, that in the event the Common Stock is not then listed on a national securities exchange or admitted to unlisted trading privileges on any such exchange, the “Market Value Per Share” shall be determined in good faith by the Board.

1.12 “**Plan**” shall mean the Jazz Pharmaceuticals, Inc. Amended and Restated Directors Deferred Compensation Plan for Directors, as it may be amended from time to time.

1.13 “**Stock Account**” shall mean the account created by the Company pursuant to Article III of this Plan in accordance with an election by a Director to receive stock compensation under Article II hereof.

1.14 “**Trading Day**” means any day on which the exchange(s) or market(s) on which shares of Common Stock are listed or quoted is open for trading.

1.15 “**Trading Policies**” shall mean, collectively, the Company’s *Policy Regarding Stock Trading By Officers, Directors and other Designated Employees*, the Company’s *Policy Against Trading on the Basis of Inside Information*, and any similar or successive policy or policies of the Company governing transactions in the Company’s securities by the Company’s employees, officers and directors.

1.16 “**Window Period**” shall mean any period during which trading in Company securities by the Company’s employees, officers and directors is generally permitted under the Trading Policies, as determined by the Company.

1.17 “**Year**” shall mean a calendar year.

ARTICLE II

ELECTION TO DEFER

2.1 This Plan was initially effective May 31, 2007.

2.2 A Director may elect, on or before December 15 of any Year, to defer payment of all or a specified part of all Fees to be earned during the Year following the Year in which such election occurs and succeeding Years (until the Director ceases to be a Director or changes his election pursuant to Section 2.4 herein); *provided, however*, that with respect to the first Year in which a Director becomes eligible to participate in the Plan, the Director may make an initial election within thirty (30) days after the date the Director becomes so eligible to defer payment of all or a specified part of such Fees earned following the date on which such initial election is made during the remainder of such Year and for any succeeding Years.

2.3 The election to participate in the Plan and manner of payment shall be designated by submitting a letter in the form attached hereto as Appendix A to the Secretary of the Company.

2.4 The election shall continue from Year to Year and become irrevocable on December 15 of each Year, unless the Director changes or terminates it by written request delivered to the Secretary of the Company prior to December 15 of the Year preceding the commencement of the Year for which the changes or termination is first effective.

ARTICLE III

DEFERRED COMPENSATION ACCOUNTS

3.1 The Company shall maintain separate memorandum accounts for the Fees deferred by each Director.

3.2 The Company shall credit, on the date Fees become payable (the "**Deferral Date**"), the Stock Account of each Director with a cash notation of the Fees deferred by such Director. Then, on the first Trading Day of the next Window Period that occurs on or after the Deferral Date (or, if the Deferral Date occurs during a Window Period, then on the Deferral Date, or the next Trading Day during such Window Period (if any) if the Deferral Date is not a Trading Day) (such date, as applicable, the "**Conversion Date**"), the Company shall convert such cash notation into a credit for that number of shares of Common Stock equal to the Fees deferred by such the Director on the Deferral Date, divided by the Market Value Per Share determined as of the Conversion Date.

3.3 The Company shall credit the Stock Account of each Director who has elected to defer his or her Fees with the number of shares of Common Stock equal to any cash dividends (or the fair market value of dividends paid in property other Common Stock) payable on the number of shares of Common Stock represented in each Director's Stock Account on the date that such dividends are otherwise payable to holders of the Common Stock, divided by the Market Value Per Share on the applicable dividend payment date. Dividends payable in Common Stock will be credited to each Director's Stock Account on the dividend payment date in respect of shares of Common Stock credited to such Director's Stock Account on such dividend payment date in the form of the right to receive Common Stock.

3.4 Common Stock shall be computed to three decimal places.

3.5 The right to receive Common Stock at a later date shall not entitle any person to rights of a stockholder with respect to such Common Stock unless and until shares of Common Stock have been issued to such person pursuant to Article IV hereof.

3.6 The Stock Account of a Director shall only be a bookkeeping account, and the Company shall not be required to acquire, reserve, segregate, or otherwise set aside shares of its Common Stock for the payment of its obligations under the Plan. The Company shall make available as and when required a sufficient number of shares of its Common Stock to meet the needs of the Plan. In no way limiting the foregoing, the Company hereby reserves for issuance under this Plan two hundred thousand (200,000) shares of Common Stock (the “**Reserve**”), which Reserve may be increased from time to time in the discretion of the Board. The Common Stock issuable under the Plan shall be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market. If any shares credited to a Stock Account are not delivered to a Director for any reason, the number of shares that are not delivered to the Director shall remain available for issuance under the Plan. The Reserve shall be used in satisfaction of all shares credited to Directors’ Stock Accounts on or after August 15, 2010. In the event of a Capitalization Adjustment, the Board shall proportionately and appropriately adjust: (i) the class(es) and maximum number of securities subject to the Reserve and (ii) the class(es) and maximum number of securities subject to each Stock Account. The Board shall make such adjustments, and its determination shall be final, binding and conclusive.

3.7 The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to credit Stock Accounts with phantom stock rights and to issue shares of Common Stock upon the distribution of amounts credited to such Stock Accounts; *provided, however*, that this undertaking shall not require the Company to register under the Securities Act of 1933, as amended, the Plan, any Stock Account or any Common Stock issued or issuable pursuant to any such Stock Account. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock hereunder unless and until such authority is obtained.

3.8 Nothing contained herein shall be deemed to create a trust of any kind or any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of any unsecured general creditor of the Company. Fees deferred by Directors and converted into shares of Common Stock credited to Stock Accounts shall constitute general funds of the Company.

The Company may require a Director, as a condition of having his or her Stock Account credited with shares or acquiring Common Stock upon any distribution thereof, (i) to give written assurances satisfactory to the Company as to the Director’s knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of participating in this Plan; and (ii) to give written assurances satisfactory to the Company stating that the Director is acquiring the Common Stock under the Plan for the Director’s own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (i) the issuance of the shares under the Plan has been registered under a then currently effective registration statement under the Securities Act of 1933, as amended, or (ii) as to any particular requirement, a determination is

made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

ARTICLE IV

PAYMENT OF DEFERRED COMPENSATION

4.1 Subject to the other provisions of this Article IV, amounts credited to a Director's Stock Account shall be distributed as the Director's election (made pursuant to Paragraph 2.2 of Article II hereof) shall provide. Distributions in respect of the Director's Stock Account shall be paid in Common Stock, and any such distributions shall begin on the tenth (10th) business day following the day on which a Director separates from service with the Board, or as soon thereafter as practical once the former Director has provided the necessary information for electronic deposit of the shares. Shares of Common Stock available for distribution shall be funded (i) with shares reserved under the Company's 2007 Non-Employee Directors Stock Option Plan for amounts credited to Directors' Stock Accounts prior to August 15, 2010 and (ii) with shares reserved hereunder for amounts credited to Directors' Stock Accounts on or after August 15, 2010.

4.2 Each Director shall have the right to designate one or more beneficiaries to succeed to his right to receive payments hereunder in the event of his death. Each designated beneficiary shall receive payments in the same manner as the Director if he had lived. If no beneficiary is designated, the Director's estate shall receive payments in the same manner as the Director if he had lived. No beneficiary designation shall be valid unless it is in writing, signed by the Director and filed with the Secretary of the Company.

4.3 In the event of a Change in Control, all amounts credited to each Director's Stock Account shall be distributed on the tenth (10th) business day after the occurrence of such Change in Control.

ARTICLE V

ADMINISTRATION

5.1 The Company shall administer the Plan at its expense. All decisions made by the Company with respect to issues hereunder shall be final and binding on all parties.

5.2 Except to the extent required by law, the right of any Director or any beneficiary to any benefit or to any payment hereunder shall not be subject in any manner to attachment or other legal process for the debts of such Director or beneficiary; and any such benefit or payment shall not be subject to alienation, sale, transfer, assignment or encumbrance.

ARTICLE VI

AMENDMENT OF PLAN; GOVERNING LAW; SECTION 409A.

6.1 The Plan may be amended, suspended or terminated in whole or in part from time to time by the Board except that no amendment, suspension, or termination shall apply to the payment of any amounts previously credited to a Director's Stock Account.

6.2 The Plan shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflict of law.

6.3 Notwithstanding any other provision of the Plan, this Plan is intended to comply with Section 409A and shall at all times be interpreted in accordance with such intent such that amounts credited to Directors' accounts shall not be taxable to Directors until such amounts are paid to Directors in accordance with the terms of the Plan. In furtherance thereof, no payments may be accelerated under the Plan other than to the extent permitted under Section 409A of the Code ("**Section 409A**"). To the extent that any provision of the Plan violates Section 409A such that amounts would be taxable to a Director prior to payment or would otherwise subject a Director to a penalty tax under Section 409A, such provision shall be automatically reformed or stricken to preserve the intent hereof. To the extent that the Company determines that Directors may be given greater flexibility to modify or revoke deferral elections under the Plan in a manner consistent with Section 409A (based on future guidance promulgated by the Internal Revenue Service and the Treasury Department from time to time), the Company may (but shall not be obligated to) amend the Plan to provide for such greater flexibility.

APPENDIX A – DEFERRAL ELECTION FORM

[Date]

Jazz Pharmaceuticals, Inc.
3180 Porter Drive
Palo Alto, CA 94304

Ladies and Gentlemen:

Pursuant to the Jazz Pharmaceuticals, Inc. Amended and Restated Directors Deferred Compensation Plan, initially adopted on May 1, 2007 (the “**Plan**”) and as subsequently amended and restated, I hereby elect to defer receipt of all or a portion of my Director’s fees to which I may become entitled to receive in respect of 20__ and succeeding Years (unless and until I change my election for fees receivable in succeeding years pursuant to the terms of the Plan) in accordance with the percentages indicated below.

Initial Deferral Election. I hereby elect to have my director’s fees (and committee fees, if any) credited as follows (fill in appropriate percentages for options a and b below):

- (a) _____ % of the aggregate fees shall be credited to my Stock Account as provided for in the Plan; or
- (b) _____ % of the aggregate fees shall not be deferred, but shall be paid to me directly and promptly as they accrue.

Timing of Distributions. I understand that my Stock Account shall each become payable on the earlier to occur of the tenth (10th) business day following (i) the date of my separation from service with the Board and (ii) a Change in Control (as such term is defined in the Plan), or as soon thereafter as practical once I have provided the necessary electronic delivery information.

Manner of Distributions. Further, I elect to receive the payments pursuant to the Plan (check one desired method below):

- (a) If a distribution results due to my separation from service with the Board:
 ____ in one lump sum;
 ____ in (insert number) equal annual installments.
- (b) If a distribution results due to a Change in Control:
 in one lump sum;
 in (insert number) equal annual installments.

Very truly yours,

[Name]

**DESIGNATION OF BENEFICIARY
JAZZ PHARMACEUTICALS, INC.
AMENDED AND RESTATED DIRECTORS DEFERRED COMPENSATION PLAN**

In the event of my death prior to receipt of all or any amount of the balance of my Stock Account so accumulated, I designate the following one or more individual(s):

as my beneficiary or beneficiaries to receive the funds so accumulated, but unpaid.

Signed this _____ day of _____, 20__.

Signature

Print Name

Witnessed this _____ day of _____, 20__.

Print Name of Witness