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

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SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No. 1)

THE HAIN CELESTIAL GROUP, INC.  
(Name of Issuer)

Common Stock  
\$0.01 par value  
(Title of Class of Securities)

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4052191  
(CUSIP Number)

H.J. HEINZ COMPANY  
(Name of Persons Filing Statement)

Ted Bobby  
Vice President - Legal Affairs  
H.J. Heinz Company  
600 Grant Street  
Pittsburgh, Pennsylvania 15219  
Tel. No. 412-456-6102

with a copy to:

John A. Bick  
Davis Polk & Wardwell  
450 Lexington Avenue  
New York, New York 10017  
Tel. No.: 212-450-4000  
(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

June 19, 2000  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this statement because of Rule 13d-1(b)(3) or (4), check the following: [ ]

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Page 1 of 5

SCHEDULE 13D

CUSIP No. 4052191

Page 2 of 5 Pages

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1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
H.J. Heinz Company  
25-0542520

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a) [X]  
(b) [ ]

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3 SEC USE ONLY

4 SOURCE OF FUNDS\*  
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e) [ ]

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
PA

7 SOLE VOTING POWER

-0-

NUMBER OF SHARES  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
WITH

8 SHARED VOTING POWER

6,090,351

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

6,090,351

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,090,351

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES [ ]  
CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

19.5%

14 TYPE OF REPORTING PERSON\*

CO

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 4052191

Page 3 of 5 Pages

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
Boulder, Inc.  
03-0300842

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*  
AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
ID

7 SOLE VOTING POWER  
-0-

NUMBER OF SHARES  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
WITH

8 SHARED VOTING POWER  
6,090,351

9 SOLE DISPOSITIVE POWER  
-0-

10 SHARED DISPOSITIVE POWER  
6,090,351

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
6,090,351

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES  
CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
19.5%

14 TYPE OF REPORTING PERSON\*  
CO

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

This Amendment No. 1 ("Amendment No. 1") amends and supplements the Statement on Schedule 13D (the "Schedule 13D") originally filed on October 6, 1999, by H.J. Heinz Company, a Pennsylvania corporation, and Boulder, Inc. (formerly Earth's Best, Inc.), an Idaho corporation, relating to the shares (the "Common Stock") of common stock, \$0.01 par value per share, of The Hain Celestial Group, Inc. (formerly The Hain Food Group, Inc.) ("Hain" or the "Company").

All capitalized terms used in this Amendment No. 1 without definition have the meanings attributed to them in the Schedule 13D.

The items of the Schedule 13D set forth below are hereby amended and supplemented as follows:

#### Item 2. Identity and Background

Item 2 is amended by amending and restating the first paragraph thereof:

This Schedule 13D is being filed jointly on behalf of the following persons (together, the "Reporting Persons"): H. J. Heinz Company, a Pennsylvania corporation ("Heinz"), and Boulder, Inc. (formerly Earth's Best, Inc.), an Idaho corporation ("EB"), and a wholly owned subsidiary of Heinz.

#### Item 3. Source and Amount of Funds or Other Consideration

Item 3 is amended by adding the following paragraph immediately after the final paragraph thereof:

Funds required to complete the acquisition contemplated by the Agreement and Cross Receipt described below were provided to EB by Heinz. The cash provided by Heinz was funded through internally generated funds.

#### Item 4. Purpose of Transaction.

Item 4 is amended by adding the following paragraph immediately after the final paragraph thereof:

On May 30, 2000, in connection with Hain's acquisition of Celestial Seasonings, Inc., Hain issued an additional 10,662,224 shares of Common Stock. On May 31, 2000, Hain provided EB with notice of EB's right under Section 5.01 of the Investor's Agreement to purchase up to 2,582,774 shares (the "Additional Shares") of Common Stock at the closing price for shares of Common Stock on the Nasdaq National Market on May 30, 2000 of \$30.875 per share to maintain EB's initial ownership percentage following the issuance of shares of Common Stock by Hain upon the exercise of stock options, warrants and upon the conversion of outstanding convertible notes. Thereafter, EB notified Hain of the exercise of EB's right under Section 5.03 of the Investor's Agreement to purchase the Additional Shares in the public market. On June 19, 2000, EB and Hain entered into an Agreement and Cross Receipt (the "Agreement and Cross Receipt"). Pursuant to the Agreement and Cross Receipt, EB purchased the Additional Shares from Hain for a purchase price of \$79,743,147.25.

#### Item 5. Interest in Securities of the Issuer.

Item 5 is amended by amending and restating the first paragraph thereof:

EB has acquired and, for purposes of Rule 13d-3 promulgated under the Exchange Act, may be deemed to own beneficially, in the aggregate, 6,090,351 shares of Common Stock. The Common Stock held by EB represents approximately 19.5% of the voting stock of Hain.

#### Item 7. Material to be Filed as Exhibits.

Item 7 is amended by adding the following language at the end thereof:

Exhibit 5: Agreement and Cross Receipt

SIGNATURES

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: June 23, 2000

H. J. HEINZ COMPANY

By: /s/ Edward J. McMenemy

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Name: Edward J. McMenemy  
Title: VP - Finance Heinz North America

BOULDER, INC.

By: /s/ Kaye S. Woods

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Name: Kaye S. Woods  
Title: Vice President

## AGREEMENT AND CROSS RECEIPT

AGREEMENT AND CROSS RECEIPT dated June 19, 2000 between Boulder, Inc. (formerly Earth's Best, Inc.), an Idaho corporation ("EB"), and The Hain Celestial Group, Inc. (formerly The Hain Food Group, Inc.), a Delaware corporation ("Hain").

WHEREAS, on September 24, 1999, EB purchased shares of Hain common stock, par value \$.01 per share (the "Hain Common Stock"), constituting 19.5% of the then outstanding Hain Common Stock on that date (the "Initial Investment");

WHEREAS, in connection with the Initial Investment, EB and Hain entered into: (1) a Securities Purchase Agreement dated September 24, 1999 (the "Securities Purchase Agreement"); (2) together with Irwin D. Simon, an Investors Agreement dated September 24, 1999 (the "Investors Agreement"); and (3) a Registration Rights Agreement dated September 24, 1999 (the "Registration Rights Agreement");

WHEREAS, prior to the date hereof, EB notified Hain of the exercise of its right under Section 5.03 of the Investors Agreement to purchase shares of Hain Common Stock in the public market to maintain its initial ownership percentage following the issuance of shares of Hain Common Stock by Hain upon the exercise of stock options, warrants and upon the conversion of outstanding convertible notes;

WHEREAS, on May 30, 2000, in connection with Hain's acquisition of Celestial Seasonings, Inc., Hain issued an additional 10,662,224 shares of Hain Common Stock (the "Celestial Issuance");

WHEREAS, in connection with the Celestial Issuance, Hain provided EB with notice dated May 31, 2000 of its right under Section 5.01 of the Investors Agreement to purchase up to 2,582,774 shares (the "Additional Shares") of Hain Common Stock at the closing price for shares of Hain Common Stock on the Nasdaq National market on May 30, 2000 of \$30.875 per share (the "Closing Price"); and

WHEREAS, the board of directors of Hain has approved the issuance and sale of the Additional Shares at the Closing Price and the board of directors of EB has approved the purchase of the Additional Shares by EB at the Closing Price.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, EB and Hain hereby agree as follows:

1. Additional Shares.

(a) On the date hereof, Hain agrees to issue and sell, and EB agrees to purchase, the Additional Shares at the Closing Price.

(b) Each of EB and Hain agree that the Additional Shares shall constitute "Shares" as defined in and for the purposes of the Securities Purchase Agreement, the Investors Agreement and the Registration Rights Agreement.

2. Conditions of Obligations of EB. The closing conditions contained in Sections 3.1(a), (b) and (c) of the Securities Purchase Agreement shall be satisfied or waived as of the date hereof (for purposes of this Section 2, the term "Closing Date" as used in the Securities Purchase Agreement shall mean the date hereof).

3. Conditions of Obligations of Hain. The closing conditions contained in Sections 3.2(a), (b) and (c) of the Securities Purchase Agreement shall not be satisfied or waived as of the date hereof (for purposes of this Section 3, the term "Closing Date" as used in the Securities Purchase Agreement shall mean the date hereof).

4. Cross Receipt. EB delivers to Hain herewith a wire transfer of immediately available funds in the amount of \$79,743,147.25 constituting full payment by EB to Hain for the Additional Shares and acknowledges receipt of the certificates representing the Additional Shares. Hain acknowledges receipt of the funds referred to above as full payment for the Additional Shares.

5. Miscellaneous.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

(b) Except as expressly provided for herein, the Securities Purchase Agreement, the Investors Agreement and the Registration Rights Agreement shall remain in full force and effect.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) This Agreement may not be amended or modified without the written consent of EB and Hain, nor shall any waiver be effective against any party unless in a writing executed on behalf of such party.



IN WITNESS WHEREOF, EB and Hain have caused this Agreement to be executed and delivered by the undersigned duly authorized officers as of the day and year first above written.

BOULDER, INC. (formerly  
EARTH'S BEST INC.)

By: /s/ Robert Yoshida

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Name: Robert Yoshida  
Title: President

THE HAIN CELESTIAL GROUP,  
INC.

By: /s/ Gary M. Jacobs

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Name: Gary M. Jacobs  
Title: Sr VP Finance