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

January 28, 2008
Date of Report (Date of earliest event reported)

ACURA PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in Charter)

State of New York	**1-10113**	**11-0853640**
(State of Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

616 N. North Court, Suite 120
Palatine, Illinois 60067
(Address of principal executive offices) (Zip Code)

(847) 705-7709
(Registrant's telephone number, including area code)

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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17CFR 240.13e- 4(c))

Item 1.01 Entry Into a Material Definitive Agreement

The Registrant and GCE Holdings LLC ("GCE"), the Registrant's controlling shareholder, are parties to an Amended and Restated Voting Agreement dated February 6, 2004, as amended (the "Voting Agreement"). The Voting Agreement provides that the Board of Directors shall be comprised of not more than 7 members, 4 of whom shall be designees of GCE, one of whom shall be the Registrant's Chief Executive Officer and two (2) of whom shall be independent directors. GCE has exercised its rights under the Voting Agreement with respect to three (3) directors.

As of January 24, 2008, the Voting Agreement was further amended ("Voting Agreement Amendment"). The Voting Agreement Amendment provides for a reduction in the number of Board members designated by GCE from 4 members to 3 members and for an increase in the number of independent directors from 2 members to 3 members. The Voting Agreement Amendment also provides that GCE's rights to designate directors terminates on the date it ceases be a holder of at least 2,500,000 shares (including shares underlying warrants) of the Registrant's common stock. Furthermore, from and after the date GCE is no longer a holder of at least 10,000,000 shares (including shares underlying warrants), its rights to designate board members will be reduced from three (3) directors to two (2) directors, with the forfeited seat becoming a seat for an independent director to thereafter be nominated and elected to the Board of Directors from time to time by the then current directors. Finally, from and after the date GCE ceases to be a holder of at least 5,000,000 shares (including shares underlying warrants) it has the right to designate only one (1) director, with the additional forfeited seat becoming a seat for an independent director to thereafter be nominated and elected to the Board of Directors from time to time by the then current directors.

GCE currently is the beneficial owner of 77.6% of the Registrant's securities and is controlled by Essex Woodlands Health Venture Fund V, L.P., Care Capital Investments II, L.P., Care Capital Offshore Investments II, L.P., Galen Partners III, L.P., Galen Partners International III, L.P. and Galen Employee Fund III, L.P. The designees of GCE Holdings serving on the Registrant's Board of Directors are Immanuel Thangaraj, Richard Markham and Bruce F. Wesson.

Item 5.02 Departure of Directors or Principal Officers, Election of Directors, Appointment of Principal Officers.

Election of Director

On January 24, 2008, the Board appointed George Ross to the Board of Directors, as an independent director. George Ross has been an early stage business consultant and investor since April 2002. Since July 2005 he has also been Executive Director, Greater New York for World Vision. His business career has included senior financial officer and board member positions with both public and private companies in diverse industries. Mr. Ross was Executive Vice President and Chief Financial Officer and a board member of Tier Technologies Inc. from February 1997 to January 2000, which became a public company during this period. Mr. Ross was a partner and investor with Capital Partners from 1992 to 1997, serving on multiple boards of directors. He was a senior financial officer and director of various Axel Johnson Inc. businesses from 1979 to 1992. He also served as Executive Vice President and Chief Financial Officer and director of Aminoil USA, an R.J. Reynolds ("RJR") subsidiary, from 1976 to 1979; and in various financial positions with RJR from 1969 to 1976. He also has worked in public accounting with Ernst & Ernst. Mr. Ross is a Certified Public Accountant and earned a Bachelor of Arts degree from Ohio Wesleyan University and a Masters of Business Administration from Ohio State University.

Mr. Ross will serve as a member of the Audit Committee of the Board of Directors, and as the chairperson of, and "financial expert" on that Committee. The Audit Committee is now comprised of Mr. Ross, Mr. Sumner and Mr. Skelly.

Mr. Ross will be compensated according to the Board compensation schedule described in Item 8.01.

Item 8.01 Other Events.

On January 24, 2008, the Board adopted a new compensation schedule for non-employee directors, which provides for a $20,000 annual retainer for each non-employee Director, an additional $5,000 for the chairperson of the Audit Committee and $2,500 for each other Committee chairperson, a $1,000 fee for each Board meeting attended in person ($500 if attended telephonically), and a $500 fee for each Committee meeting attended in person ($250 if attended telephonically). The annual retainer and the fees for Audit Committee and other committee chairpersons are paid in equal quarterly installments on the last day of each quarter. Other fees are paid shortly after they are earned. In addition, non-employee Directors will receive an annual grant of options to purchase 15,000 shares of our common stock on January 1 of each year (except 2008, for which the grant date is January 24, 2008) at an exercise price equal to the last sale price on the date of grant (or closing price if the common stock is then listed on an exchange or national market system), vesting in four equal installments on the last day of each calendar quarter in the year of grant.

Item 9.01 **Financial Statements and Exhibits.**

Exhibit Number	Description
10.1	Second Amendment to Amended and Restated Voting Agreement dated as of January 24, 2008
99.1	Press Release dated January 24, 2008 Announcing Appointment of Mr. George Ross to the Board of Directors

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.

ACURA PHARMACEUTICALS, INC.

By: /s/ Peter A. Clemens
Peter A. Clemens
Senior Vice President & Chief Financial Officer

Date: January 28, 2008

EXHIBIT INDEX

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SECOND AMENDMENT TO AMENDED AND RESTATED VOTING AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED VOTING AGREEMENT (this "Amendment") is dated as of January 24, 2008 by and among Acura Pharmaceuticals, Inc. (f/k/a Halsey Drug Co., Inc.), a New York corporation (the "Company") and GCE Holdings LLC (the "Designating Party").

WHEREAS, the parties to this Amendment are parties to a certain Amended and Restated Voting Agreement dated as of February 6, 2004 (the "Original Agreement");

WHEREAS, the parties to this Amendment are also parties to a certain Joinder and Amendment to Amended and Restated Voting Agreement dated as of November 9, 2005 (the "First Amendment,"), which amended the Original Agreement in certain respects;

WHEREAS, the Original Agreement, the First Amendment, and this Amendment are herein collectively the "Agreement";

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Original Agreement as amended by the First Amendment;

WHEREAS, pursuant to the terms and conditions contained in the Original Agreement as amended by the First Amendment, any term of the Original Agreement or the powers granted thereunder may be amended only with the written consent of a majority of the Securities then subject to such agreement, which majority must include the Designating Party so long as it owns the Minimum Threshold; and

WHEREAS, the parties to this Amendment desire to further amend the Original Agreement to (i) reduce the number of person designated by the Designating Party for election to the board of directors of the Company from four (4) to three (3); and (ii) increase the number of persons who shall be independent directors from two (2) to three (3).

NOW, THEREFORE, the parties to this Amendment, who constitute a majority of the Securities then subject to the Original Agreement, as amended, which majority includes the Designating Party, hereby agree and consent as follows:

1. Amendments. Section 2 of the Original Agreement (as amended by the First Amendment) is hereby deleted and the following is inserted in its place:

"2. Election of Director Nominees. Commencing upon the Company's next upcoming meeting of shareholders, each Party and GCE Holdings LLC (the "Designating Party") agree as follows:

(a) Each Party holding any of the Company's securities (collectively, the "Securities") shall vote its Securities, and take or cause to be taken such other actions, as may be required from time to time to (i) ensure that the Board of Directors consists of no more than seven (7) directors, and (ii) elect to the Board of Directors of the Company (A) three (3) persons designated by the Designating Party, (B) one person who shall be the Chief Executive Officer of the Company, and (C) three (3) persons who shall be independent directors (as defined in Rule 4200(a)(15) of the National Association of Securities' Dealers Listing Standards, as may be modified or supplemented) nominated and elected to the Board of Directors by the then current directors. Without limiting the generality of the foregoing, at each annual meeting of the shareholders of the Company, and at each special meeting of the shareholders of the Company called for the purpose of electing directors of the Company, and at any time at which the shareholders of the Company have the right to elect directors of the Company, in each such event, each Party shall vote all Securities owned by them (or shall consent in writing in lieu of a meeting of shareholders of the Company), or take such other actions as shall be necessary, to elect the Designating Party's designees as a director of the Company in accordance with the preceding provisions of this Section 2(a);

(b) Each Party shall take all actions necessary to remove forthwith the director designated by the Designating Party when such removal is requested for any reason, with or without cause, by the Designating Party. In the case of the death, resignation or removal as herein provided of a Designating Party's designee, each Party shall vote all Securities held by it to elect another person designated by the Designating Party pursuant to Section 2(a);

(c) Each Party hereby agrees that it will not vote any of its Securities in favor of the removal of any director that shall have been designated by the Designating Party, unless the Designating Party shall have consented to such removal in writing;

In the event that any Party shall fail to vote the Securities held by it in accordance with Section 2(a) and (b), such Party shall, upon such failure to so vote, be deemed immediately to have granted to the Designating Party, a proxy to vote its Securities solely for the election of the nominee of the Designating Party or the removal of director designated by the Designating Party. Such Party acknowledges that each such proxy granted hereby, including any successive proxy, if necessary, is being given to secure the performance of an obligation hereunder, is coupled with an interest, and shall be irrevocable until such obligation is performed;

(d) No Party shall grant any proxy or enter into or agree to be bound by any voting trust with respect to the Securities held by such Party, or enter into any shareholder agreement or arrangement of any kind with any person with respect to the Securities held by such person that is, in either case, inconsistent with the terms of this Agreement (whether or not such agreement and arrangement was or is with other shareholders of the Company that are or are not parties to this Agreement);

(e) The Company shall take, or cause to be taken, such actions as may be required from time to time to establish and maintain executive, audit and compensation committees of the Board of Directors, as well as such other committees of the boards of directors of the Company as the Board of Directors shall determine, having such duties and responsibilities as are customary for such committees. The designees of the Designating Party shall be, if so requested by the Designating Party, in its sole discretion, a member of each such committee; and

(f) The rights of the Designating Party shall terminate on the date the Designating Party ceases to be a holder of at least 2,500,000 Share Equivalents ("Minimum Threshold"). For purposes hereof, Share Equivalents means common stock of the Company and/or shares of common stock of the Company underlying warrants. Further, from and after the date the Designated Party ceases to be a holder of at least 10,000,000 Shares Equivalents, it shall only have the right to designate two (2) directors pursuant to Section 2(a) above, with the forfeited seat becoming a seat for an independent director to thereafter be nominated and elected to the Board of Directors from time to time by the then current directors. Finally, from and after the date the Designated Party ceases to be a holder of at least 5,000,000 Share Equivalents, it shall only have the right to designate one (1) director pursuant to Section 2(a) above, with the additional forfeited seat becoming a seat for an independent director to thereafter be nominated and elected to the Board of Directors from time to time by the then current directors."

2. Amendment. Any term of this Amendment or the powers granted hereunder may be amended and the observance of any such term or power may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of a majority of the Securities then subject to this Agreement, which majority must include the Designating Party so long as it owns the Minimum Threshold.

3. Successors and Assigns. Except as otherwise provided herein, this Amendment shall inure to the benefit of, and be binding upon and enforceable against, the parties to the Original Agreement (as amended by the First Amendment) and their respective successors, assigns, heirs, executors and administrators.

4. Counterparts. This Amendment may be executed in separate counterparts, including by facsimile, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

5. Notices. For purposes of Section 10 of the Original Agreement, all notices, demands or other communications to the Transferee shall be directed to the address set forth on the signature page hereto.

6. Effect of Amendment. Except as expressly provided herein, no other changes or modifications or waivers or consents to the Original Agreement (as amended by the First Amendment) are intended or implied, and in all other respects the Original Agreement (as amended by the First Amendment) is hereby ratified and confirmed by all parties hereto as of the effective date hereof.

7. Governing Law. This Amendment and rights of the parties hereunder shall be governed in all respects by the laws of the State of New York wherein the terms of this Amendment were negotiated, excluding to the greatest extent permitted by law any rule of law that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Amended and Restated Voting Agreement as of the date first above written.

ACURA PHARMACEUTICALS, INC.

By: /s/ Andrew D. Reddick
Name: Andrew D. Reddick
Title: President and Chief Executive Officer

GCE HOLDINGS LLC

By: /s/ Bruce F. Wesson
Name: Bruce F. Wesson
Title:

Address: c/o Galen Partners III, L.P.
610 Fifth Avenue, 5th Floor
New York, New York 10019

CONTACT: Acura Pharmaceuticals, Inc.,
Investor Relations, Peter A. Clemens, SVP & CFO **847-705-7709**

FOR IMMEDIATE RELEASE

ACURA PHARMACEUTICALS, INC. ANNOUNCES APPOINTMENT OF GEORGE K. ROSS AS DIRECTOR

Palatine, IL, January 24, 2008: Acura Pharmaceuticals, Inc. (ACPH.OB) is pleased to announce the appointment of George K. Ross to its Board of Directors and Chairman of its Audit Committee. The appointment of Mr. Ross increases the size of the Company's Board to seven.

Since April 2002, Mr. Ross has been a consultant to early stage businesses and a financial investor. Since July 2005 he has also served as Executive Director, Greater New York for World Vision. His business career has included senior financial officer and board member positions with both public and private companies in diverse industries. Mr. Ross was Executive Vice President and Chief Financial Officer and a board member of Tier Technologies Inc. from February 1997 to January 2000, which became a public company during this period. Mr. Ross was a partner and investor with Capital Partners from 1992 to 1997, serving on multiple boards of directors. He was a senior financial officer and director of various Axel Johnson Inc. businesses from 1979 to 1992. He also served as Executive Vice President and Chief Financial Officer and director of Aminoil USA, an R.J. Reynolds ("RJR") subsidiary, from 1976 to 1979; and in various financial positions with RJR from 1969 to 1976. He also has worked in public accounting with Ernst & Ernst. Mr. Ross is a Certified Public Accountant and earned a Bachelor of Arts degree from Ohio Wesleyan University and a Masters of Business Administration from Ohio State University.

About Acura Pharmaceuticals, Inc.

Acura Pharmaceuticals, Inc. is a specialty pharmaceutical company engaged in research, development and manufacture of innovative Aversion® (abuse deterrent) Technology and related product candidates.

Forward Looking Statements

This press release contains "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. These statements are based on current expectations of future events. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, actual results could vary materially from the Company's expectations and projections. The most significant of such risks and uncertainties include, but are not limited to, the ability of the Company, King Pharmaceuticals Research and Development, Inc. and other pharmaceutical companies, if any, with whom the Company may license its Aversion® Technology, to obtain necessary regulatory approvals and commercialize products utilizing the Aversion® Technology, the ability to avoid infringement of patents, trademarks and other proprietary rights or trade secrets of third parties, the ability to manufacture products utilizing the Aversion® Technology, and the ability to fulfill the FDA's requirements for approving the Company's product candidates for commercial distribution in the United States, including, without limitation, the adequacy of the results of the clinical studies completed to date and the results of other clinical studies, to support FDA approval of the Company's product candidates, the adequacy of the development program for the Company's product candidates, changes in regulatory requirements, adverse safety findings relating to the Company's product candidates, the risk that the FDA may not agree with the Company's analysis of its clinical studies and may evaluate the results of these studies by different methods or conclude that the results of the studies are not statistically significant, clinically meaningful or that there were human errors in the conduct of the studies or otherwise, the risk that further studies of the Company's product candidates are not positive, and the uncertainties inherent in scientific research, drug development, clinical trials and the regulatory approval process. You are encouraged to review other important risk factors relating to the Company on our web site at www.acurapharm.com under the link, "Company Risk Factors" and detailed in Company filings with the Securities and Exchange Commission. Acura Pharmaceuticals, Inc. assumes no obligation to update any forward-looking statements as a result of new information or future events or developments. Acura Pharmaceuticals, Inc. press releases may be reviewed at www.acurapharm.com.