

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
[Rule 13d-101]

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO §240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§240.13d-2(a)
(Amendment No. 14)***

QUESTCOR PHARMACEUTICALS, INC.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

74835Y101

(CUSIP Number)

Joseph J. Giunta, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
(213) 687-5000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 3, 2008

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAMES OF REPORTING PERSONS

Claudio Cavazza

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Italy

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,756,781
	8	SHARED VOTING POWER 2,901,445
	9	SOLE DISPOSITIVE POWER 1,756,781
	10	SHARED DISPOSITIVE POWER 2,901,445

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

4,658,226

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

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

7.21%

14 TYPE OF REPORTING PERSON

IN

1	NAMES OF REPORTING PERSONS	
	Inverlochy Consultadoria & Servicos L.D.A.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
		Portugal
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,901,445
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,901,445
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
		2,901,445
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
		4.49%
14	TYPE OF REPORTING PERSON	
		CO

Amendment No. 14 to
Statement on Schedule 13D

This Amendment No. 14 (this "Amendment No. 14") amends the Statement on Schedule 13D, filed with the Securities and Exchange Commission (the "SEC") on August 7, 2001, as amended (the "Schedule 13D"), relating to the shares of common stock, no par value (the "Common Stock"), of Questcor Pharmaceuticals, Inc., a California Corporation ("Questcor"). Pursuant to Rule 13d-2 of Regulation 13D-G promulgated under the Securities Exchange Act of 1934, as amended (the "Act"), this Amendment No. 14 is being filed on behalf of Mr. Claudio Cavazza ("Mr. C. Cavazza") and Inverlochy Consultadoria & Servicos L.D.A., a Portuguese corporation ("Inverlochy" and, together with Mr. C. Cavazza, the "Reporting Persons"). Previously, the Reporting Persons affirmed membership in a "group" for purposes of Section 13(d) and 13(g) of the Act with Sigma Tau Finanziaria SpA, an Italian corporation ("Sigma Tau"), Defiante Farmaceutica L.D.A., a Portuguese corporation ("Defiante") (formerly known as Defiante Farmaceutica Unipessoal L.D.A.), Sigma-Tau International S.A., a Luxembourg corporation ("Sigma Tau International") (formerly known as Sigma-Tau Finance Holding S.A.), Aptafin S.p.A., an Italian corporation ("Aptafin"), Chaumiere - Consultadoria & Servicos SDC Unipessoal LDA, a Portuguese corporation ("Chaumiere") and Mr. Paolo Cavazza ("Mr. P. Cavazza" and, together with Sigma Tau, Defiante, Sigma Tau International, Aptafin and Chaumiere, the "Former Group Members"). Pursuant to Amendment No. 13 to the Schedule 13D, the Reporting Persons indicated that they are no longer members of a "group" with the Former Group Members. As such, this Amendment No. 14 is filed solely with respect to the Reporting Persons' beneficial ownership of Common Stock.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended as follows:

(a) Percentage interest calculations for the Reporting Persons are based upon Questcor having 64,576,856 shares of Common Stock outstanding as of September 3, 2008 (the "Outstanding Shares"), based on 66,376,856 shares of Common Stock outstanding as of August 13, 2008 as reported by Questcor in Questcor's Quarterly Report on Form 10-Q filed with the SEC on August 13, 2008 less 1,800,000 shares repurchased pursuant to the transaction reported in Item 6 below.

Mr. C. Cavazza

Pursuant to Rule 13d-3 of the Act, Mr. C. Cavazza may be deemed to be the beneficial owner of 4,658,226 shares of Common Stock, which constitutes approximately 7.21% of the Outstanding Shares.

Inverlochy

Pursuant to Rule 13d-3 of the Act, Inverlochy may be deemed to be the beneficial owner of 2,901,445 shares of Common Stock, which constitutes approximately 4.49% of the Outstanding Shares.

(b) Mr. C. Cavazza

The number of shares of Common Stock as to which Mr. C. Cavazza has the sole power to vote or direct the vote is 1,756,781. The number of shares of Common Stock as to which Mr. C. Cavazza shares the power to vote or direct the vote is 2,901,445. The number of shares of Common Stock as to which Mr. C. Cavazza has the sole power to dispose or direct the disposition is 1,756,781. The number of shares of Common Stock as to which Mr. C. Cavazza shares the power to dispose or direct the disposition is 2,901,445.

Inverlochy

The number of shares of Common Stock as to which Inverlochy has the sole power to vote or direct the vote is zero. The number of shares of Common Stock as to which Inverlochy shares the power to vote or direct the vote is 2,901,445. The number of shares of Common Stock as to which Inverlochy has the sole power to dispose or direct the disposition is zero. The number of shares of Common Stock as to which

Inverlochy shares the power to dispose or direct the disposition is 2,901,445.

(c) The following table sets forth the transactions in the Common Stock effected by the Reporting Persons During the past 60 days:

Date	Party	Type of Transaction	Type of Security	Number of Shares	Price Per Share
09/3/2008	Inverlochy	Sale	Common Stock	1,800,000	\$5.0600

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended to add the following:

On September 3, 2008 Inverlochy entered into a Stock Purchase Agreement with Questcor (the "Stock Purchase Agreement"), pursuant to which Questcor repurchased 1,800,000 shares of Common Stock from Inverlochy at a price of \$5.06 per share. This description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by the provisions of the Stock Purchase Agreement, which is incorporated herein by reference and is filed herewith as Exhibit 22.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended to add the following:

EXHIBIT 19 – Joint Filing Agreement dated December 21, 2006 by and between the Reporting Persons and the Former Group Members (incorporated by reference to Exhibit 7 to the Schedule 13D).

EXHIBIT 20 – Power of Attorney dated March 5, 2008 by Claudio Cavazza.

EXHIBIT 21 – Power of Attorney dated February 15, 2008 by Inverlochy Consultadoria & Servicios L.D.A.

EXHIBIT 22 – Stock Purchase Agreement, dated as of September 3, 2008, by and between Questcor Pharmaceuticals, Inc. and Inverlochy Consultadoria & Servicios L.D.A.

Signatures

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement with respect to Claudio Cavazza is true, complete and correct.

Dated: September 4, 2008

CLAUDIO CAVAZZA

By: /s/ Nicola Wullschleger
Nicola Wullschleger, Attorney-in-fact for Claudio Cavazza

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement with respect to Inverlochy Consultadoria & Servicios L.D.A. is true, complete and correct.

Dated: September 4, 2008

INVERLOCHY CONSULTADORIA & SERVICOS L.D.A.

By: /s/ Nicola Wullschleger
Nicola Wullschleger, Attorney-in-fact for Inverlochy Consultadoria & Servicios L.D.A.

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, *provided, however*, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name of any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (*see* 18 U.S.C. 1001).

Schedule A**EXECUTIVE OFFICERS AND DIRECTORS****Inverlochy Consultadoria & Serviços L.D.A.**

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>CITIZENSHIP</u>
Roberto Carlos de Castro Abreu	Avenida Arriaga 77, Edificio Macina Forum, 6th Floor, room 605 P-9000 Funchal MADEIRA	Director	Portuguese
João José de Freitas Rodrigues	Avenida Arriaga 77, Edificio Macina Forum, 6th Floor, room 605 P-9000 Funchal MADEIRA	Director	Portuguese

POWER OF ATTORNEY

The undersigned does hereby constitute and appoint each of **Fabio Poma, Rocco Nava** and **Nicola Wullschleger**, with full power of substitution, as the true and lawful attorney-in-fact and agent of the undersigned, and authorizes and designates each of the foregoing attorneys-in-fact to sign on behalf of the undersigned, and to file filings and any amendments thereto, with the Securities and Exchange Commission, made by or on behalf of the undersigned in respect of (i) the beneficial ownership of equity securities of **Questcor Pharmaceuticals, Inc.** held by the undersigned, directly, indirectly or beneficially, pursuant to Sections 13(d), 13(g) and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder and (ii) the disposition of equity securities of **Questcor Pharmaceuticals, Inc.** held by the undersigned, directly, indirectly or beneficially, in accordance with Rule 144 of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations thereunder, including the filing of any Form 144 pursuant to the Securities Act. Each of the undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of each of the undersigned, are not assuming any of the undersigned's responsibilities to comply with Sections 13(d), 13(g) or 16 of the Exchange Act or Rule 144 of the Securities Act.

This Power of Attorney shall remain in full force and effect until withdrawn by the undersigned in a signed writing delivered to each of the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, each of the undersigned has caused this Power of Attorney to be executed as of this 5th day of March 2008.

/s/ Claudio Cavazza
Claudio Cavazza

INVERLOCHY – CONSULTADORIA E SERVICOS (S.U.) LDA

Av.Arriaga N77 Edif. Marina, Forum 6 Andar Sala 605
Funchal – Madeira 10209 (Portugal)

POWER OF ATTORNEY

Each of the undersigned does hereby constitute and appoint each of **Fabio Poma, Rocco Nava** and **Nicola Wullschleger**, with full power of substitution, as the true and lawful attorney-in-fact and agent of the undersigned, and authorizes and designates each of the foregoing attorneys-in-fact to sign on behalf of the undersigned, and to file filings and any amendments thereto, with the Securities and Exchange Commission, made by or on behalf of the undersigned in respect of (i) the beneficial ownership of equity securities of **Questcor Pharmaceuticals, Inc.** held by the undersigned, directly, indirectly or beneficially, pursuant to Sections 13(d), 13(g) and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder and (ii) the disposition of equity securities of **Questcor Pharmaceuticals** held by the undersigned, directly, indirectly or beneficially, in accordance with Rule 144 of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations thereunder, including the filing of any Form 144 pursuant to the Securities Act. Each of the undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of each of the undersigned, are not assuming any of the undersigned's responsibilities to comply with Sections 13(d), 13(g) or 16 of the Exchange Act or Rule 144 of the Securities Act.

This Power of Attorney shall remain in full force and effect until withdrawn by the undersigned in a signed writing delivered to each of the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, each of the undersigned has caused this Power of Attorney to be executed as of this 15 day of February 2008.

**INVERLOCHY – CONSULTADORIA & SERVICOS
SCD UNIPessoal LDA.**

By: /s/ Roberto Carlos de Castro Abreu

Name: Roberto Carlos de Castro Abreu

Title: Director

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into this 3rd day of September, 2008, by and between QUESTCOR PHARMACEUTICALS, INC., a California corporation (the "Company") and INVERLOCHY CONSULTADORIA & SERVICOS L.D.A., a corporation organized under the laws of Portugal ("Shareholder").

RECITALS

A. Shareholder holds of record Four Million Seven Hundred and One Thousand and Four Hundred and Forty-Five (4,701,445) shares of the Common Stock, no par value, of the Company.

B. The Company desires to repurchase One Million and Eight Hundred Thousand (1,800,000) of the shares from Shareholder (the "Repurchased Shares") and Shareholder desires to sell the Repurchased Shares to the Company, for an aggregate repurchase consideration equal to Nine Million and One Hundred-Eight Thousand U.S. Dollars (\$9,108,000) (the "Repurchase Price") representing a per share price of Five U.S. Dollars and Six Cents (\$5.06), all on the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

Repurchase.

Shareholder agrees to and does hereby sell, transfer and convey to the Company the Repurchased Shares, free and clear of all liens, claims and encumbrances, and the Company agrees to and does hereby purchase the Repurchased Shares. In consideration of the sale and transfer of the Repurchased Shares, the Company shall pay to Shareholder the Repurchase Price, all on the terms set forth in this Agreement. As a result of the repurchase, in accordance with the Company's Articles of Incorporation and the California General Corporation Law, the Repurchased Shares shall return to the status of authorized but unissued shares of the Company.

Deliveries.

The Company shall pay to Shareholder the Repurchase Price by wire transfer in immediately available funds. Promptly following the date of this Agreement, Shareholder shall deliver to the Company duly executed stock powers in the form of Exhibit A attached hereto transferring the Repurchased Shares to the Company and stock certificates including the Repurchased Shares registered in the name of such Shareholder for cancellation and return to the Company's stock record book. Upon receipt of the stock certificates and duly executed stock powers, the Company shall direct its transfer agent to issue a new stock certificate representing the remaining shares included in the stock certificates delivered by Shareholder to the Company. Shareholder has provided the correct wire transfer instructions to effect the wire transfer to the Company.

1. Representations, Warranties and Covenants of the Shareholder. Shareholder hereby represents, warrants and covenants to the Company as follows:

(a) Legal Power. Shareholder has the requisite legal power and authority to enter into this Agreement, to deliver the Repurchased Shares and to carry out and perform its obligations under the terms of this Agreement, without obtaining the approval or consent of any other party or authority.

(b) Title to Shares. Shareholder owns the Repurchased Shares free and clear of all liens, charges, claims, encumbrances, security interests, equities, restrictions on transfer (other than restrictions under applicable securities laws) or other defects in title of any kind or description and, upon delivery of the Repurchased Shares and receipt of the Repurchase Price therefore, Shareholder will convey to the Company valid and marketable title to the Repurchased Shares, free and clear of all liens, charges, claims, encumbrances, security interests, equities, restrictions on transfer (other than restrictions under applicable securities laws) or other defects in title or description.

(c) Investment Representations. Due to Shareholder's pharmaceutical industry experience, Shareholder possesses the expertise to be able to fend for itself in the transaction contemplated by this Agreement. Shareholder has had, during the course of this transaction and prior hereto, the opportunity to ask questions of, and receive answers from, the Company and its management concerning the Company, its operations and prospects, and the terms and conditions of this Agreement. Shareholder is entering into this Agreement freely and understands and expressly accepts and assumes the economic and market risk associated with the transactions contemplated by this Agreement and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission under any circumstances.

(d) Tax Matters. Shareholder acknowledges that the Company is making no representation or warranty as to the tax consequences for Shareholder in selling the Shares for the Repurchase Price pursuant to this Agreement. Shareholder further acknowledges that it has had an opportunity to seek independent counsel and advisors with respect to tax and other matters relating to this Agreement, and Shareholder acknowledges and agrees that it shall bear its own tax consequences, if any, of Shareholder's selling the Repurchased Shares for the Repurchase Price pursuant to the terms of this Agreement. The Company acknowledges and agrees that it shall bear its own tax consequences, if any, of the Company's purchasing the Repurchased Shares for the Repurchase Price pursuant to the terms of this Agreement. Following execution of this Agreement Shareholder will promptly deliver to the Company a properly executed IRS Form W-8.

2. Company Representations.

(a) Legal Power. Company represents and warrants to Shareholder that this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and no consent, approval or authorization of, exemption by, or filing with, any governmental or regulatory authority is required in connection with the execution, delivery and performance by the Company of this Agreement, other than the filing of a Form 8-K with the Securities and Exchange Commission.

(b) Accounting Treatment. The Company will account for the Repurchase in its financial statements as a reduction of the line item “common stock” on its balance sheet and the Repurchase has no impact on the Company’s income statement or its accumulated deficit.

3. Miscellaneous.

(a) Entire Agreement. This Agreement represents and contains the full, final and complete agreement and understanding between the parties hereto relating to or connected with the subject matter hereof. This Agreement shall not be amended except in a writing signed by the parties hereto. Notwithstanding the foregoing, each party agrees that, at any time and from time to time after the date hereof, it will take any and all actions and execute and deliver to any other party such further instruments or documents as may reasonably be required to give effect to the intentions of the parties as contemplated under this Agreement.

(b) Governing Law and Venue. This Agreement was entered into in the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of California applicable to contracts entered into and performed entirely within the State of California and by applicable federal law, and the choice-of-law provisions of California law shall not be applied to substitute the law of any other State or nation. The parties expressly agree that any action arising out of or relating to this Agreement shall be filed and maintained only in the courts of the State of California for the County of Alameda, or the United States District Court for the Northern District of California. The parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and that each such court is a proper venue for litigating any such action.

(c) Attorneys’ Fees. In the event that either party to this Agreement shall commence any action to interpret or enforce this Agreement or any action to enforce or appeal any decision or judgment rendered in connection therewith, the prevailing party in any such action or actions shall recover such party’s reasonable costs and expenses incurred in connection therewith, including reasonably attorneys’ fees.

(d) Counterparts. This Agreement may be executed in two or more counterparts, which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

“COMPANY”

QUESTCOR PHARMACEUTICALS, INC.
a California corporation

/s/ Don Bailey
Don Bailey
President and Chief Executive Officer

INVERLOCHY CONSULTADORIA & SERVICOS L.D.A.

/s/ Roberto Carlos de Castro Abreu
By: Roberto Carlo de Castro Abreu
Its: Director