

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)

August 13, 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		
	Paolo Cavazza		
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 ITEMS 2(d) OR 2(e)		o
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
		Italy	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	
		0	
	8	SHARED VOTING POWER	
		5,457,989	
	9	SOLE DISPOSITIVE POWER	
		0	
	10	SHARED DISPOSITIVE POWER	
		5,457,989	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
			5,457,989
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		o
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
			8.22%
14	TYPE OF REPORTING PERSON		
			IN

1	NAMES OF REPORTING PERSONS	
	Aptafin S.p.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 ITEMS 2(d) OR 2(e) 0	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Italy	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 5,457,989
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,457,989
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,457,989	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.22%	
14	TYPE OF REPORTING PERSON CO	

1	NAMES OF REPORTING PERSONS	
	Chaumiere - Consultadoria & Servicos SDC Unipessoal LDA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF (a) <input checked="" type="checkbox"/> A GROUP (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
		Portugal
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,908,889
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,908,889
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
		4,908,889
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
		7.40%
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. Paolo Cavazza ("Mr. P. Cavazza"), Aptafin S.p.A., an Italian corporation ("Aptafin") and Chaumiere - Consultadoria & Servicos SDC Unipessoal LDA, a Portuguese corporation ("Chaumiere" and, together with Mr. P. Cavazza and Aptafin, 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.), Inverlochy Consultadoria & Servicos L.D.A., a Portuguese corporation ("Inverlochy") and Mr. Claudio Cavazza ("Mr. C. Cavazza" and, together with Sigma Tau, Defiante, Sigma Tau International and Inverlochy, 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 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 (the "Outstanding Shares").

Mr. P. Cavazza

Pursuant to Rule 13d-3 of the Act, Mr. P. Cavazza may be deemed to be the beneficial owner of 5,457,989 shares of Common Stock, which constitutes approximately 8.22% of the Outstanding Shares.

Aptafin

Pursuant to Rule 13d-3 of the Act, Aptafin may be deemed to be the beneficial owner of 5,457,989 shares of Common Stock, which constitutes approximately 8.22% of the Outstanding Shares.

Chaumiere

Pursuant to Rule 13d-3 of the Act, Chaumiere may be deemed to be the beneficial owner of 4,908,889 shares of Common Stock, which constitutes approximately 7.40% of the Outstanding Shares.

(b) Mr. P. Cavazza

The number of shares of Common Stock as to which Mr. P. Cavazza has the sole power to vote or direct the vote is zero. The number of shares of Common Stock as to which Mr. P. Cavazza shares the power to vote or direct the vote is 5,457,989. The number of shares of Common Stock as to which Mr. P. Cavazza has the sole power to dispose or direct the disposition is zero. The number of shares of Common Stock as to which Mr. P. Cavazza shares the power to dispose or direct the disposition is 5,457,989.

Aptafin

The number of shares of Common Stock as to which Aptafin has the sole power to vote or direct the vote is zero. The number of shares of Common Stock as to which Aptafin shares the power to vote or direct the vote is 5,457,989. The number of shares of Common Stock as to which Aptafin has the sole power to dispose or direct the disposition is zero. The number of shares of Common Stock as to which Aptafin shares the power to dispose or direct the disposition is 5,457,989.

Chaumiere

The number of shares of Common Stock as to which Chaumiere has the sole power to vote or direct the vote is zero. The number of shares of Common Stock as to which Chaumiere shares the power to vote or direct the vote is 4,908,889. The number of shares of Common Stock as to which Chaumiere has the sole power to dispose or direct the disposition is zero. The number of shares of Common Stock as to which Chaumiere shares the power to dispose or direct the disposition is 4,908,889.

(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
08/13/2008	Chaumiere	Sale	Common Stock	2,200,000	\$4.9500
07/16/2008	Chaumiere	Sale	Common Stock	100,000	\$4.9147
07/02/2008	Chaumiere	Sale	Common Stock	31,338	\$5.2000

The July 2, 2008 and July 16, 2008 transactions were open market sales. The August 13, 2008 transaction was pursuant to the Stock Purchase Agreement described in Item 6 below.

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 August 13, Chaumiere entered into a Stock Purchase Agreement with Questcor (the "Stock Purchase Agreement"), pursuant to which Questcor repurchased 2,200,000 shares of Common Stock from Chaumiere at a price of \$4.95 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 23.

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 13Ds).

EXHIBIT 20 – Power of Attorney dated February 29, 2008 by Paolo Cavazza (incorporated by reference to Exhibit 1 of Form 4, filed with the SEC on June 9, 2008, relating to the shares of Common Stock).

EXHIBIT 21 – Power of Attorney dated February 29, 2008 by Chaumiere – Consultadoria & Servidor SDC Unipessoal LDA (incorporated by reference to Exhibit 2 of Form 4, filed with the SEC on June 9, 2008, relating to the shares of Common Stock).

EXHIBIT 22 – Power of Attorney dated July 14, 2008 by Aptafin S.p.A. (incorporated by reference to Exhibit 1 of Form 4, filed with the SEC on July 18, 2008, relating to the shares of Common Stock).

EXHIBIT 23 – Stock Purchase Agreement, dated as of August 13, 2008, by and between Questcor Pharmaceuticals, Inc. and Chaumiere - Consultadoria & Servicos SDC Unipessoal 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 Paolo Cavazza is true, complete and correct.

Dated: August 14, 2008

PAOLO CAVAZZA

By: /s/ Fabio Poma
Fabio Poma, Attorney-in-fact for Paolo 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 Aptafin S.p.A. is true, complete and correct.

Dated: August 14, 2008

APTAFIN S.P.A.

By: /s/ Fabio Poma
Fabio Poma, Attorney-in-fact for Aptafin S.p.A.

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 Chaumiere - Consultadoria & Servicos SDC Unipessoal LDA is true, complete and correct.

Dated: August 14, 2008

CHAUMIERE - CONSULTADORIA & SERVICOS SDC UNIPESSOAL LDA

By: /s/ Fabio Poma
Fabio Poma, Attorney-in-fact for Chaumiere - Consultadoria & Servicos SDC Unipessoal LDA

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

Aptafin S.p.A.

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>CITIZENSHIP</u>
Cristina Cavazza	Viale Shakespeare, 47 00144 Rome Italy	President	Italian
Maurizio Terenzi	via Sudafrica,20, 00144 Rome Italy-	Managing Director	Italian
Antonio Nicolai	via Sudafrica,20, 00144 Rome Italy-	Director	Italian
Emanuela Cavazza	Viale Shakespeare 47 00144 Rome Italy-	Director	Italian

Schedule A

EXECUTIVE OFFICERS AND DIRECTORS

Chaumiere - Consultadoria & Servicos SDC Unipessoal LDA

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>CITIZENSHIP</u>
Roberto Carlos de Castro Abreu	Avenida da República, 32, 4.º Esquerdo, 1050-193 Lisboa, Portugal	Director	Portuguese
João José de Freitas Rodrigues	Avenida da República, 32, 4.º Esquerdo, 1050-193 Lisboa, Portugal	Director	Portuguese

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into this 13th day of August, 2008, by and between QUESTCOR PHARMACEUTICALS, INC., a California corporation (the "Company") and CHAUMIERE CONSULTADORIA & SERVICOS SDC UNIPESSOAL L.D.A., a corporation organized under the laws of Portugal ("Shareholder").

RECITALS

A. Shareholder holds of record Seven Million, One Hundred and Eight Thousand, Eight Hundred and Eighty Nine (7,108,889) shares of the Common Stock, no par value, of the Company.

B. The Company desires to repurchase Two Million and Two Hundred Thousand (2,200,000) 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 Ten Million Eight Hundred Ninety Thousand U.S. Dollars (\$10,890,000) (the "Repurchase Price") representing a per share price of Four U.S. Dollars and Ninety-Five Cents (\$4.95), all on the terms set forth in this Agreement (the "Repurchase").

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

AGREEMENT

1. 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.

2. 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 any 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.

3. 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 therefor, 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.

4. Company Representations. The Company represents and warrants to Shareholder that:

(a) Legal Power. 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.

5. 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.

[Signature page follows]

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

CHAUMIERE CONSULTADORIA & SERVICOS
SDC UNIPessoal L.D.A.

/s/ Roberto Carlos de Castro Abreu

By: Roberto Carlos de Castro Abreu
Title: Director