
**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**

Date of Report (Date of earliest event reported): December 28, 2007

QUESTCOR PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in Charter)

California
(State or Other Jurisdiction
of Incorporation)

001-14758
(Commission File Number)

33-0476164
(I.R.S. Employer
Identification No.)

3260 Whipple Road Union City, California 94587
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(510) 400-0700**

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):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

TABLE OF CONTENTS

[Item 1.01 Entry into a Material Definitive Agreement](#)

[Item 9.01 Financial Statements and Exhibits.](#)

[SIGNATURE](#)

[EXHIBIT INDEX](#)

[EXHIBIT 10.1](#)

[EXHIBIT 10.2](#)

[Table of Contents](#)

Item 1.01 Entry into a Material Definitive Agreement

On December 28, 2007, the Board of Directors (the “Board”) of Questcor Pharmaceuticals, Inc. (the “Company”), based on the recommendation of the Compensation Committee of the Board, approved a new form of option agreement under the Company’s 2004 Non-Employee Directors’ Equity Incentive Plan (the “Plan”) for stock options granted to non-employee directors in connection with their serving on the Board (“Director Options”) and ratified the current form of option agreement under the Plan for stock options granted to non-employee directors in connection with their serving on committees of the Board (“Committee Options”).

The form of option agreement for Director Options is attached hereto as Exhibit 10.1 and the form of option agreement for Committee Options is attached hereto as Exhibit 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Form of Option Agreement for Director Options.
10.2	Form of Option Agreement for Committee Options.

SIGNATURE

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 hereunto duly authorized.

Date: January 4, 2008

QUESTCOR PHARMACEUTICALS, INC.

By: /s/ George Stuart

George Stuart

Senior Vice President, Finance, and

Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Form of Option Agreement for Director Options.
10.2	Form of Option Agreement for Committee Options.

FORM OF NON-EMPLOYEE DIRECTOR NONQUALIFIED STOCK OPTION AGREEMENT



NON-EMPLOYEE DIRECTOR NONQUALIFIED STOCK OPTION AGREEMENT

_____, Optionee:

Questcor Pharmaceuticals, Inc. (the "Company"), pursuant to its **2004 Non-Employee Directors' Equity Incentive Plan** (the "Plan") has this day granted to you, the optionee named above, an option to purchase shares of the common stock of the Company ("Common Stock"). This option is not intended to qualify and will not be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Plan.

The details of your option are as follows:

1. The total number of shares of Common Stock subject to this option is _____.

(a) Subject to the limitations contained herein, this option shall become exercisable according to the following schedule:

One forty-eighth (1/48th) of the shares of Common Stock subject to this option (rounded down to the nearest whole share) shall become vested and exercisable on each monthly anniversary of the date of grant set forth on the signature page hereto, provided that you have, during the entire month prior to each such date, continuously served as a Director, Employee or Consultant.

Should a Change in Control occur, as defined in Section 1(b), irrespective of whether or not this option is assumed or substituted for in connection with such event, all remaining unvested shares of this option shall automatically become vested and exercisable immediately prior to the consummation of such Change in Control.

(b) "Change in Control" means and includes each of the following:

(1) the acquisition, directly or indirectly, by any "person" or "group" (as those terms are defined in Sections 3(a)(9), 13(d) and 14(d) of the Securities Exchange Act of 1934

and the rules thereunder (the "Exchange Act") of "beneficial ownership" (as determined pursuant to Rule 13d-3 under the Exchange Act) of securities entitled to vote generally in the election of directors ("voting securities") of the Company that represent 50% or more of the combined voting power of the Company's then outstanding voting securities, other than:

(i) an acquisition by a trustee or other fiduciary holding securities under any employee benefit plan (or related trust) sponsored or maintained by the Company or any person controlled by the Company or by any employee benefit plan (or related trust) sponsored or maintained by the Company or any person controlled by the Company, or

(ii) an acquisition of voting securities by the Company or a corporation owned, directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of the stock of the Company.

(2) the consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets, in each case other than a transaction which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity") directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(3) the liquidation or dissolution of the Company.

For purposes of Section (b)(1) above, the calculation of voting power shall be made as if the date of the acquisition were a record date for a vote of the Company's shareholders, and for purposes of Section (b)(2) above, the calculation of voting power shall be made as if the date of the consummation of the transaction were a record date for a vote of the Company's shareholders.

2. (a) The exercise price of this option is _____ per share.

(b) Payment of the exercise price per share is due upon exercise of all or any part of each installment which has become exercisable by you in one of the following methods: (i) in cash (including check and including cash (or check) delivered pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board which results in the receipt of cash (or check) by the Company prior to the issuance of Common Stock); (ii) payment by delivery of shares of Common Stock of the Company that have been owned by the optionee for at least six (6) months, duly endorsed for transfer to the Company with a Fair Market Value on the date of delivery equal to the aggregate exercise price; or (3) payment by a combination of the methods of payment specified in (i) and (ii).

3. The minimum number of shares with respect to which this option may be exercised at any one time is one hundred (100) except that with respect to the final exercise of this option this paragraph 3 shall not apply.

4. Notwithstanding anything to the contrary contained herein, this option may not be exercised unless the shares issuable upon exercise of this option are then registered under the Securities Act of 1933, as amended (the "Act") or, if such shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Act.

5. The term of this option commences on the date hereof and, unless sooner terminated as set forth below or in the Plan, terminates on ___(the "Expiration Date") (which date shall be no more than **ten (10)** years from the date this option is granted). The term of this option may terminate sooner than the Expiration Date if your service as a Director, Employee or Consultant terminates for any reason. In the event of such termination of service, this option shall terminate on the earlier of (1) the Expiration Date or (2) ninety (90) days following the date of termination of service (unless you die within such ninety (90) day period, in which case the period described in this clause (2) shall be twelve (12) months from your date of death); provided, however, that if such termination of service is due to your death or Disability, the option shall terminate on the earlier of the Expiration Date or twelve (12) months following the date of such termination.

Notwithstanding the foregoing, this option may be exercised following termination of your services as a Director, Employee or Consultant only as to that number of shares as to which it was exercisable on the date of termination of such services under the provisions of paragraph 1 of this option.

6. (a) This option may be exercised, to the extent specified above, by delivering a notice of exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, and with such additional documents as the Company may then require pursuant to Section 4.2 of the Plan.

(b) By exercising this option you agree that the Company may require you to enter an arrangement providing for the cash payment by you to the Company of any tax withholding obligation of the Company arising by reason of: (1) the exercise of this option; (2) the lapse of any substantial risk of forfeiture to which the shares are subject at the time of exercise; or (3) the disposition of shares acquired upon such exercise.

7. This option is not transferable, except (i) by will or by the laws of descent and distribution, or (ii) subject to the consent of the Administrator, pursuant to a DRO and is exercisable during your life only by you unless it has been disposed of with the consent of the Administrator pursuant to a DRO.

Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise this option.

8. This option is not a services contract and nothing in this option shall be deemed to create in any way whatsoever any obligation on your part to continue as a Director, Employee or Consultant of the Company, or of the Company to continue your directorship or employment with the Company.

9. Any notices provided for in this option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the address specified below or at such other address as you hereafter designate by written notice to the Company.

10. This option is subject to all the provisions of the Plan, a copy of which is attached hereto and its provisions are hereby made a part of this option, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this option and those of the Plan, the provisions of the Plan shall control.

Date of Grant: _____

Very truly yours,

QUESTCOR PHARMACEUTICALS, INC.

By: _____
Duly authorized on behalf of the
Board of Directors

The undersigned acknowledges receipt of the foregoing option and the attachments referenced therein and understands that all rights and liabilities with respect to this option are set forth in the option and the Plan. The undersigned hereby accepts this option subject to all of the terms and provisions hereof and agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this option.

NONE _____
(Initial)
OTHER _____

Optionee

Address: _____

Tax I.D. # _____

FORM OF NON-EMPLOYEE COMMITTEE MEMBER NONQUALIFIED STOCK OPTION AGREEMENT



NON-EMPLOYEE DIRECTOR NONQUALIFIED STOCK OPTION AGREEMENT

_____, Optionee:

Questcor Pharmaceuticals, Inc. (the "Company"), pursuant to its 2004 Non-Employee Directors' Equity Incentive Plan (the "Plan") has this day granted to you, the optionee named above, an option to purchase shares of the common stock of the Company ("Common Stock"). This option is not intended to qualify and will not be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Plan.

The details of your option are as follows:

1. The total number of shares of Common Stock subject to this option is _____. Subject to the limitations contained herein, this option shall become exercisable in full beginning _____ (the grant date).

2. (a) The exercise price of this option is \$_____ per share.

(b) Payment of the exercise price per share is due upon exercise of all or any part of each installment which has become exercisable by you in one of the following methods: (i) in cash (including check and including cash (or check) delivered pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board which results in the receipt of cash (or check) by the Company prior to the issuance of Common Stock); (ii) payment by delivery of shares of Common Stock of the Company that have been owned by the optionee for at least six (6) months, duly endorsed for transfer to the Company with a Fair Market Value on the date of delivery equal to the aggregate exercise price; or (3) payment by a combination of the methods of payment specified in (i) and (ii).

3. The minimum number of shares with respect to which this option may be exercised at any one time is one hundred (100) except that with respect to the final exercise of this option this paragraph 3 shall not apply.

4. Notwithstanding anything to the contrary contained herein, this option may not be exercised unless the shares issuable upon exercise of this option are then registered under the Securities Act of 1933, as amended (the "Act") or, if such shares are not then so registered, the

Company has determined that such exercise and issuance would be exempt from the registration requirements of the Act.

5. The term of this option commences on the date hereof and, unless sooner terminated as set forth below or in the Plan, terminates on _____ (the "Expiration Date") (which date shall be no more than **ten (10)** years from the date this option is granted). The term of this option may terminate sooner than the Expiration Date if your service as a Director, Employee or Consultant terminates for any reason. In the event of such termination of service, this option shall terminate on the earlier of (1) the Expiration Date or (2) ninety (90) days following the date of termination of service (unless you die within such ninety (90) day period, in which case the period described in this clause (2) shall be twelve (12) months from your date of death); provided, however, that if such termination of service is due to your death or Disability, the option shall terminate on the earlier of the Expiration Date or twelve (12) months following the date of such termination.

Notwithstanding the foregoing, this option may be exercised following termination of your services as a Director, Employee or Consultant only as to that number of shares as to which it was exercisable on the date of termination of such services under the provisions of paragraph 1 of this option.

6. (a) This option may be exercised, to the extent specified above, by delivering a notice of exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, and with such additional documents as the Company may then require pursuant to Section 4.2 of the Plan.

(b) By exercising this option you agree that the Company may require you to enter an arrangement providing for the cash payment by you to the Company of any tax withholding obligation of the Company arising by reason of: (1) the exercise of this option; (2) the lapse of any substantial risk of forfeiture to which the shares are subject at the time of exercise; or (3) the disposition of shares acquired upon such exercise.

7. This option is not transferable, except (i) by will or by the laws of descent and distribution, or (ii) subject to the consent of the Administrator, pursuant to a DRO and is exercisable during your life only by you unless it has been disposed of with the consent of the Administrator pursuant to a DRO. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise this option.

8. This option is not a services contract and nothing in this option shall be deemed to create in any way whatsoever any obligation on your part to continue as a Director, Employee or Consultant of the Company, or of the Company to continue your directorship or employment with the Company.

9. Any notices provided for in this option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the address specified below or at such other address as you hereafter designate by written notice to the Company.

10. This option is subject to all the provisions of the Plan, a copy of which is attached

hereto and its provisions are hereby made a part of this option, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this option and those of the Plan, the provisions of the Plan shall control.

Date of Grant:_____.

Very truly yours,

QUESTCOR PHARMACEUTICALS, INCORPORATED

By: _____
Duly authorized on behalf of the
Board of Directors

The undersigned acknowledges receipt of the foregoing option and the attachments referenced therein and understands that all rights and liabilities with respect to this option are set forth in the option and the Plan. The undersigned hereby accepts this option subject to all of the terms and provisions hereof and agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this option.

NONE _____
(Initial)

OTHER

Address: _____
Optionee

Tax I.D. # _____
