

**PROOF OF CLAIM**

In re  
**Women First HealthCare, Inc ,  
Debtor**

Case Number  
**04-11278 (MFW)**

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U S C § 503

Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

**Name of Creditor and Address**  
 06509442001304  
JAMES J HURST  
1205B S 2ND ST  
BOONEVILLE MS 38829 5416

Check box if you have never received any notices from the bankruptcy court in this case

Check box if this address differs from the address on the envelope sent to you by the court

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again  
**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number ( ) **602-728-3260**

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here  replaces or  amends a previously filed claim dated \_\_\_\_\_

**1 BASIS FOR CLAIM**

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly)
- Retiree benefits as defined in 11 U S C § 1114(a)
- Wages salaries and compensation (Fill out below)

Last four digits of SS # 2180  
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

**2 DATE DEBT WAS INCURRED**

**3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED** \$ 7 (unsecured) \$ ? (secured) \$ 7 (unsecured priority) \$ ? (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below

Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

**5 SECURED CLAIM**

Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

- Real Estate
- Motor Vehicle
- Other \_\_\_\_\_

Value of Collateral \$ \_\_\_\_\_

Amount of arrearage and other charges at time case filed included in secured claim if any \$ \_\_\_\_\_

**7 UNSECURED PRIORITY CLAIM**

Check this box if you have an unsecured priority claim

Amount entitled to priority \$ \_\_\_\_\_

Specify the priority of the claim

- Wages salaries or commissions (up to \$4 925) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)
- Contributions to an employee benefit plan 11 U S C § 507(a)(4)
- Up to \$2 225 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
- Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
- Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
- Other Specify applicable paragraph of 11 U S C § 507(a) ( \_\_\_\_\_ )

Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

**6 UNSECURED NONPRIORITY CLAIM \$**

Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it or if c) none or only part of your claim is entitled to priority

**8 CREDITS** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

**9 SUPPORTING DOCUMENTS** Attach copies of supporting documents, such as promissory notes purchase orders invoices, itemized statements of running accounts contracts court judgments mortgages, security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available, explain If the documents are voluminous attach a summary

**10 DATE-STAMPED COPY** To receive an acknowledgment of your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Eastern Time on August 31, 2004

BY MAIL TO  
Women First HealthCare Inc  
c/o BMC Group f/k/a Bankruptcy Management Corp  
PO Box 983  
El Segundo CA 90245 0983

BY HAND OR OVERNIGHT DELIVERY TO  
Women First HealthCare Inc  
c/o BMC Group f/k/a Bankruptcy Management Corp  
1330 East Franklin Ave  
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

**FILED**

**JUL 19 2004**

**BMC**

Women First Healthcare Inc



00048

DATE SIGNED

7-13-2004

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

James J Hurst James J. Hurst



April 19, 2000

Mr James Hurst  
Women First HealthCare, Inc

Dear James

We are pleased to provide you with a stock option grant for shares of Women First HealthCare common stock as described in the attached **Women First HealthCare, Inc 1999 Non-Qualified Stock Option Plan Stock Option Agreement**

We think Women First HealthCare has a significant opportunity to become a major integrated healthcare company, focused on the healthcare issues of women at midlife. Owning an equity share in a dynamic, growing company like Women First HealthCare, Inc is an exciting opportunity. We believe that by having a personal ownership in the Company you will strive to help it become an even more successful enterprise.

At the same time, this grant expresses our confidence in you and recognizes the fact that everyone plays an important part in building equity in the Company.

Stock options have certain tax implications depending on a variety of factors. You will find attached a brief outline discussing these factors. Please review them, and if you have any questions contact Bob Jones, Vice President of Human Resources and Administration.

There are two original stock option agreement forms enclosed. Please sign one and return it to Bob Jones in the enclosed envelope and retain the other for your files.

We are excited about the team we are building at Women First HealthCare and I look forward to sharing our successes in the future.

Sincerely,

David F Hale  
President and CEO

**WOMEN FIRST HEALTHCARE, INC.**  
**1999 NON-QUALIFIED STOCK OPTION PLAN**  
**STOCK OPTION AGREEMENT**

Unless otherwise defined herein, the terms defined in the 1999 Non-Qualified Stock Option Plan of Women First HealthCare, Inc (the "Plan") shall have the same defined meanings in this Stock Option Agreement

**I. NOTICE OF STOCK OPTION GRANT**

James Hurst

587-86-2180

You ("Optionee") have been granted an option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Stock Option Agreement. The terms of your grant are set forth below

Date of Grant	04/18/00
Vesting Commencement Date	10/29/99
Exercise Price per Share	\$2.250 per share
Total Number of Shares Granted	2,000
Total Exercise Price	\$ _____
Type of Option	Non-Qualified Stock Option
Term/Expiration Date	04/17/10

**Exercise and Vesting Schedule**

The Shares subject to this Option shall vest according to the following schedule



October 15, 1999

James Joseph Hurst  
1205B S Second Street  
Boonville, MS 38829

Dear James

I am pleased to confirm our offer of employment to join Women First HealthCare, Inc as Women's Healthcare Specialist, effective October 29, 1999 Below are some specific terms and conditions of employment, along with certain benefits that we had previously discussed Please read them over carefully

- 1 **Base Salary** Your annual base salary will be \$65,000 and you will be paid on a semi-monthly basis consistent with our payroll policies for all Associates of Women First HealthCare, Inc
- 2 **Bonus** You will be eligible to participate in the Women First HealthCare, Inc Women's Healthcare Specialist Bonus Plan In the Plan, you will be awarded up to 20% of your base salary for goal attainment This percentage figure may be adjusted upward or downward to reflect goal achievement and the Company's financial situation
- 3 **Stock Options** Pending Shareholder approval, it is the Company's intention to offer you 2,000 options of Women First HealthCare, Inc common stock The exercise price of the stock options will be equal to the closing price of the stock on the date of grant The stock options will vest daily over a four-year period from the date of the start of your employment However, no options are exercisable until you have completed one year of service with the Company If you leave the Company prior to one year, none of your stock options will be vested The stock plan will provide that in a change of control of the company, your options will completely vest
- 4 **Car** You will receive a monthly car allowance of \$500 00 In addition, you will be paid eleven cents (\$ 11) per business mile to offset the cost of gasoline, oil and maintenance
- 5 **Benefits** A comprehensive group insurance program will be available to you and/or your eligible dependents, effective on your first day of employment An outline of the plan benefits is attached The program includes group medical, dental, vision, life, Long Term Disability, AD&D, and Travel Accident coverage Associates pay a portion of the cost for some of these benefits and you will receive more information regarding coverages, enrollment, and costs during Orientation on



June 29, 2000

James Hurst  
P O Box 888  
Booneville, MS 38829

Dear James

While it is regrettable that the Company's business situation resulted in a restructuring of the sales force, and the subsequent elimination of your position as a Women's Healthcare Specialist, we are committed to supporting you as much as possible as you begin your job transition

This letter, and the enclosed documents, contain important information Please read them carefully

**Separation Date and Final Pay** Your date of separation from the Company is Friday, June 30 This is the end of a normal pay period and you should have received your final pay and any accrued, but unused, Paid Time Off (PTO)

**Incentive Pay** If you met the eligibility criteria established for the sales incentive plan, and a bonus was earned for second quarter, it will be paid to you as soon as the data and calculations are received It is expected that this will be around August 15, 2000 If you are a winner in one of the incentive contests for second quarter, you will also receive that award

**Severance Pay** Based on the number of months of service with Women First HealthCare, you are also eligible to receive a lump sum severance payment as described in paragraph 2 of the enclosed "Separation and Release Agreement " There are two copies enclosed Please sign and return one copy to me in the enclosed envelope

**Age Information** Federal law requires that we provide you with certain information That information is contained in the attached document titled, "Information Regarding Employee Termination Program " As stated in paragraph 6 of the Severance and Release Agreement, you may take up to 45 days from the receipt of this letter to decide whether or not you want to sign the Release Agreement and accept the severance However, you may sign and return the Agreement at any time prior to the 45-day time limit Once signed, you have an additional 7 days to change your mind and revoke the Agreement When the revocation period has expired, we will send you a check for the amount indicated in paragraph 2, less withholding

**Medical, Dental, Vision Benefits** If you are currently enrolled in our benefit plans for Medical, Dental, and Vision coverage, the Company will continue this coverage under COBRA through July 31, 2000 You will soon receive information in the mail from our third-party provider, COBRAServ, regarding the continuation of your benefits If you wish to continue your benefits under COBRA beyond July 31, you will need to complete the enrollment process through COBRAServ and make the monthly premium payments as provided in the literature you will receive

Your group term life insurance, Accidental Death and Dismemberment insurance, Travel Accident, and Long-Term Disability insurance coverages all will cease on June 30, 2000

**401(K) Plan** If you have been participating in the Plan, a separate letter and forms are enclosed regarding the distribution of your account balance

Women First Healthcare, Inc  
c/o BMC Group, f/k/a Bankruptcy Management Corp  
P O Box 983  
El Segundo, CA 90245-0983

To Whom It May Concern,

My employment with Women First became effective October 29, 1999 and was terminated by them on Friday, June 20, 2000. Enclosed is a copy of my employment agreement and termination notification.

Even though this termination placed a hardship on my family we made it through tough times. I was able to collect unemployment for several months while searching for a job and also sold a truck valued at \$10,000 that was completely paid for at the time.

To the best of my knowledge and due to the lapse in time I had forgotten most of this but according to my records Women First never granted my 2,000 shares that should have been vested. I was terminated prior to one year's service. The stock plan provided that in a change of control of the company, my options would have completely vested. So whatever the stock was worth on October 29, 2000 I would have been able to purchase 2,000 shares at a price of \$2.250 per share.

Sincerely,

James Hurst