IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:	)	Chapter 11
	)	
WOMEN FIRST HEALTHCARE, INC.,	)	Case No. 04-11278 (MFW)
	)	
Debtor.	)	Related To Doc. No. 23

LIMITED OBJECTION OF CVS/PHARMACY, INC. TO THE DEBTOR'S MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363 AND 365 AND FED.R.BANKR.P. 2002, 6004 AND 6006 AUTHORIZING THE SALE OF THE DEBTOR'S *VANIQA* ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, AND THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS IN CONNECTION THEREWITH

CVS/Pharmacy, Inc. and/or its affiliates (collectively "CVS"), by and through its undersigned counsel, hereby files this limited objection to the Debtor's motion (the "Sale Motion") to sell its "Vaniqa" assets to Skin Medica, Inc. (the "Buyer"), as follows:

1. CVS adopts and incorporates by reference herein, the Official Committee of Unsecured Creditors' (the "Committee") limited objection (the "Committee Objection") to the Sale Motion (Docket No. 179) as if fully set forth herein.[1]

2. Upon information and belief, the Debtor has accrued "Repurchase Liability" and "Liability to Customer" to CVS (collectively the "CVS Obligations"), as those terms are defined in the APA and discussed in the Committee Objection.

3. As CVS understands it, under the APA, the Buyer is assuming the CVS Obligations and the purchase price will be adjusted. CVS is without information to determine whether the Buyer has the financial ability to satisfy the CVS Obligations.

[1] Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Committee Objection.

4. Consistent with the Committee Objection, CVS objects to the propose transfer of the CVS Obligations to the Buyer, unless the order approving the proposed sale provides for the Buyer to pay the CVS Obligation at closing and/or any disputed portion of the CVS Obligation is placed into escrow by the Debtor. Further, any order approving the sale to the Buyer should make clear that the Debtor remains jointly liable for the CVS Obligations unless and until such obligations are actually paid.

5. Finally, CVS agrees with the Committee that customers should receive notice of a deadline for asserting Repurchase Liability and/or Liability to Customers.

WHEREFORE, CVS prays that the Court deny the Sale Motion, unless sufficient protections are afforded to CVS, and that the Court grant CVS such further relief as is just and proper.

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