

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: BLOOD REAGENTS ANTITRUST  
LITIGATION

MDL Docket No. 09-2081

**FILED**

OCT 25 2018

THIS DOCUMENT RELATES TO ALL  
ACTIONS

HON. JAN E. DUBOIS

KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

**[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL GRANTING FINAL  
APPROVAL TO PROPOSED CLASS ACTION SETTLEMENT**

This Court having considered the Settlement Agreement dated June 13, 2018, including all Exhibits thereto (the "Settlement Agreement") between the Plaintiff class representatives F. Baragaño Pharmaceuticals, Inc., Community Medical Center Health Care System, Professional Resources Management of Crenshaw LLC d/b/a Crenshaw Community Hospital, Douglas County Hospital, Health Network Laboratories L.P., Larkin Community Hospital, Legacy Health System, Mary Hitchcock Memorial Hospital Inc., Regional Medical Center Board d/b/a Northeast Alabama Regional Medical Center, Sacred Heart Hospital of the Hospital Sisters of the Third Order of St. Francis, St. Anthony's Memorial Hospital, of the Hospital Sisters of the Third Order of St. Francis, St. Elizabeth's Hospital of the Hospital Sisters of the Third Order of St. Francis, St. Francis Hospital, of the Hospital Sisters of the Third Order of St. Francis, St. John's Hospital of the Hospital Sisters of the Third Order of St. Francis, St. Joseph's Hospital, Breese, of the Hospital Sisters of the Third Order of St. Francis, St. Joseph's Hospital of the Hospital Sisters of the Third Order of St. Francis (Chippewa Falls), St. Joseph's Hospital, of the Hospital Sisters of the Third Order of St. Francis (Highland), St. Mary's Hospital Medical Center of Green Bay, Inc., St. Mary's Hospital, Streator, of the Hospital Sisters of the Third Order of St. Francis, St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis,

St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis, St. Vincent Hospital of the Hospital Sisters of the Third Order of St. Francis, Schuylkill Medical Center - East Norwegian Street, Schuylkill Medical Center - South Jackson Street, and Warren General Hospital (collectively "Plaintiffs") and all Class Members in the above-captioned case, and Defendant Ortho-Clinical Diagnostics, Inc., ("Ortho"); and having held a hearing on, OCTOBER [ 24 ], 2018; having considered all of the submissions and arguments with respect thereto, and otherwise being fully informed and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. This Final Judgment and Order of Dismissal incorporates herein and makes a part hereof, the Settlement Agreement, including Exhibit A thereto. Unless otherwise provided herein, the terms defined in the Settlement Agreement shall have the same meanings for purposes of this Final Judgment and Order of Dismissal.

2. The Court has personal jurisdiction over all Plaintiffs, Class Members and Ortho, and has subject matter jurisdiction to approve the Settlement Agreement.

3. The Settlement covers the Class that the Court certified for all purposes in this Action, which consists of:

All individuals and entities who purchased Traditional Blood Reagents in the United States directly from Defendants, at any time during the Class Period [between November 4, 2000 and October 19, 2015]. Excluded from the Class are Defendants, and their respective parents, subsidiaries and affiliates, as well as any federal governmental entities.

4. The Class has received Notice in the manner approved by the Court in its Order of July 12, 2018 (Docket No. 452). The Court finds that such Notice: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the terms of the Settlement, Class Members' right to object to the Settlement and to appear at the Settlement fairness hearing ("Fairness Hearing");

(iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and  
(iv) meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

5. No individuals or entities, other than those listed on Exhibit A hereto, have excluded themselves from the Class. This Order shall have no force or effect on the persons or entities listed on Exhibit A hereto.

6. The Court finds that extensive arm's-length negotiations have taken place in good faith between Class Counsel and counsel for Ortho – all of whom have significant experience litigating antitrust class actions, facilitated by a professional mediator, and resulted in the Settlement Agreement.

7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finally approves in all respects the Settlement set forth in the Settlement Agreement (the "Settlement") and finds that the Settlement and the Settlement Agreement are, in all respects, fair reasonable and adequate, and in the best interest of the Class. The Court further approves the establishment of the Settlement Fund under the terms and conditions set forth in the Settlement Agreement. The parties are hereby directed to implement and consummate the Settlement according to its terms and provisions of the Settlement Agreement. In addition, the parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as (i) shall be consistent in all material respects with this Final Judgment and Order of Dismissal, and (ii) do not limit the rights of Class Members.

8. As stated in this Court's Order of July 12, 2018 (Docket No. 452) preliminary approving the Settlement, the Court grants Class Counsel the right to continue to make withdrawals from the Escrow Account as appropriate for payment of the cost of notice(s) to Class Members regarding the Settlement Agreement and related matters, taxes payable on the

Escrow Funds, and other costs and expenses reasonably incurred in connection with the administration of the Settlement Agreement (the “Notice and Administrative Costs” and “Tax Expenses”), without the approval of the Court in each instance, so long as (a) the Notice and Administrative Costs and/or Tax Expenses incurred or contracted for are reasonable and necessary to carrying out the transactions contemplated by the Settlement Agreement, and (b) counsel to Ortho shall receive from Class Counsel a full accounting of all expenditures made from the Escrow Funds in the event such funds are returned to Ortho under the terms of the Settlement Agreement.

9. The above-captioned case is hereby dismissed with prejudice and without costs to any party.

10. Ortho, jointly and severally, individually and collectively, and the respective assigns of each entity and person included within Ortho, including current or former officers, directors, partners, principals, managers, employees, agents, direct and indirect stockholders, direct and indirect parents, direct and indirect subsidiaries, affiliates, predecessors and successors, and all current and former stockholders, members, officers, directors, partners, principals, managers, employees, attorneys, agents, direct and indirect stockholders, heirs, executors, representatives and administrators of each of the foregoing (the “Releasees”), shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, rights, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, debts, liabilities, judgments, and remedies, whether class, individual, or otherwise in nature, that Plaintiffs and Class Members, jointly and severally, individually and collectively, and all of their respective current or former officers, directors, partners, principals, managers, employees, agents, direct and indirect stockholders,

direct and indirect parents, direct and indirect subsidiaries, affiliates, predecessors and successors, and all current and former stockholders, members, officers, directors, partners, principals, managers, employees, agents, heirs, executors, representatives and administrators of each of the foregoing (“Releasors”), or anyone of them, ever had, now has, or hereafter can, shall, or may have against the Releasees, whether known or unknown, on account of or arising out of the facts, occurrences, transactions or other matters alleged in the Action or in complaints containing the same allegations with respect to any Blood Reagents purchased within, to, or from the United States before and during the period from November 4, 2000 through and including the Execution Date [June 13, 2018], including without limitation any claims which arise under any United States federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.* (the “Released Claims”). As provided for in the Settlement Agreement, “Ortho,” for purposes of this Paragraph, shall include Johnson & Johnson and Johnson & Johnson Health Care Systems, Inc. Nothing herein shall be construed to release any individual claims relating to any product defect, negligence, breach of contract, or similar claim between the parties involving Blood Reagents. The Releasors shall not, after the Effective Date, seek to recover against any of the Releasees for any of the Released Claims.

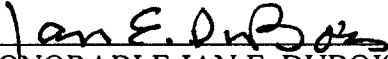
11. Nothing in this Final Judgment and Order of Dismissal, the Settlement, or the Settlement Agreement is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing.

12. Without affecting the finality of this Final Judgment and Order of Dismissal, the Court retains continuing and exclusive jurisdiction over all matters relating to administration,

consummation, enforcement and interpretation of the Settlement Agreement and of this Final Judgment and Order of Dismissal, to protect and effectuate this Final Judgment and Order of Dismissal, and for any other necessary purpose. Ortho, Plaintiffs and each Class Member are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the Exhibits thereto. Without limiting the generality of the foregoing, and without affecting the finality of this Final Judgment and Order of Dismissal, the Court retains exclusive jurisdiction over any such suit, action or proceeding. Solely for purposes of such suit, action or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

13. In the event that the Settlement does not become effective according to the Settlement Agreement, this Final Judgment and Order of Dismissal shall be rendered null and void as provided by the Settlement Agreement, shall be vacated and, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

SO ORDERED this 24<sup>th</sup> day of OCTOBER, 2018

  
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HONORABLE JAN E. DUBOIS  
DISTRICT COURT, EASTERN DISTRICT OF  
PENNSYLVANIA