
IN RE: RISPERDAL® LITIGATION

C.W., et al.,

Plaintiffs,

v.

Janssen Pharmaceuticals, Inc., et al.

Defendants

:
: **PHILADELPHIA COUNTY**
: **COURT OF COMMON PLEAS**
: **TRIAL DIVISION**

: **APRIL TERM 2013**

: **No. 2104**
: **Control No. 16062068**

: C.W. Etal Vs Janssen Ph-ORDRF



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ORDER

AND NOW this 21st day of October, 2016, upon consideration of the Motion for Summary Judgment filed by Defendants Janssen Pharmaceuticals, Inc., Johnson & Johnson, and Janssen Research & Development, LLC, and any response thereto, the Court rules as follows:

- 1) Summary Judgment is **GRANTED** in favor of Defendants Janssen Pharmaceuticals, Inc., Johnson & Johnson, and Janssen Research & Development, LLC, and against Plaintiff on the following claims:
 - a. Breach of Express Warranty;
 - b. Breach of Implied Warranty;
 - c. Pennsylvania's Unfair Trade Practices and Consumer Protection Law;
 - d. Florida's Deceptive and Unfair Trade Practices Act;
 - e. Conspiracy;
 - f. Medical Expenses Incurred by Parent;

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J. STEWART

- g. Loss of Consortium; and
 - h. Punitive Damages. See In Re Risperdal® Litigation, Philadelphia Court of Common Pleas, March Term 2010 No. 296 (Order of May 2, 2014 and Order of July 18, 2014).
- 2) The Learned Intermediary Doctrine bars the following claims:
- a. Negligence;
 - b. Negligent Design Defect;
 - c. Fraud;
 - d. Strict Liability Failure to Warn; and
 - e. Strict Liability Design Defect.

Accordingly, Summary Judgment is **GRANTED** in favor of Defendants Janssen Pharmaceuticals, Inc., Johnson & Johnson, and Janssen Research & Development, LLC, and against Plaintiff on all claims set forth in the Short-Form Complaint.

BY THE COURT:



ARNOLD L. NEW, J.