

J&J settles by paying \$50M to Emergent for their violation of FDA regulations in manufacturing J&J covid vaccine.

You read it correctly.



SASHA LATYPOVA
JUL 31, 2024



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On July 2, 2020, J&J (Janssen), then part of the Operation Warp Speed, **entered into an agreement with Emergent BioSolutions** for the manufacture of its viral vector-based COVID-19 vaccine.

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However, Emergent was found to have numerous quality issues at its Bayview, Maryland facility culminating in the destruction of nearly 400 million doses of vaccines, according to a **US Government report**. A **Form 483** (notice that the facility and the process for the given product are not in compliance with cGMP law) was issued by the FDA including many severe and critical observations. Normally, such notice would require immediate stop and recall of the already shipped product. At the time, nearly 15 million vaccine doses at the site were deemed unusable. This should not surprise anyone, as Emergent is notorious for never following any pharmaceutical compliance rules. Emergent's main business is supplying the US Government and DOD with anthrax "vaccine" and other

“countermeasures” for which compliance with pharmaceutical law has been waived effectively by numerous laws, acts and administrative rule changes and, as belt-and-suspenders approach, also shielded by the PREP Act. In fact, Emergent’s own contract with the DOD for production of vaccines (countermeasures) states that if there is no current PREP Act declaration, then whatever Emergent ships or has already shipped to the government is “not for human use”.

On July 6, 2022 Janssen terminated the COVID-19 vaccine contract because of breaches in GMP compliance at Emergent BioSolutions. **According to an SEC filing**, Janssen claimed Emergent’s failure “to perform its obligations in compliance with current good manufacturing practices (cGMP) or other applicable laws and regulations and failure to supply Janssen with the Product” led to the firm cancelling the contract.

Janssen stated that the breaches were not curable and asserted that Janssen has no obligation to make any post-termination payments and further that Janssen is entitled to recoup certain fees paid to Emergent.

However, Emergent disputed **the materiality of breach**, disagreeing that the breaches are not curable. Notice how Emergent described the scope of their contract:

“Under the terms of the Agreement, the Company had agreed to provide contract development and manufacturing services to produce drug substance at large scale for up to five years, originally valued at approximately \$480 million in the first two contract years”.

cGMP compliance was, according to Emergent, not part of the scope, at least **not material** to the obligated contract payments.

The Company’s position remained that the payments owed to the Company by Janssen, if the Agreement were to be terminated by either party pursuant to any of its terms, would be in the estimated range of approximately \$125 million to \$420 million.

It appears that Emergent prevailed in their materiality argument: in July 2024 **the court awarded them a termination payment of \$50M owed by Janssen**. The now settled dispute has given Janssen a period of “(a) July 31, 2024, and (b) 28 calendar days following

the effective date of the Settlement Agreement” to pay Emergent a compensation worth \$50 million the SEC filing **said**. The settlement document has not been made public.

This case settlement is yet another proof that covid vaccines are intentional poisons and not subject to the Good Manufacturing Practice compliance or any enforceable regulation as a medicine. In my experience contracting with 60+ pharmas for contract research services, a vendor out of compliance with cGxP would be lucky to have their contract terminated without owing penalties to the client. The fact that the court made J&J pay \$50M for Emergent’s fault - this is absolutely unheard of! Of course none of this is being discussed in any mainstream press, nor in “health freedom” commentary as everyone wants you to believe “bad pharma did it” and will be liable one day.

This recent article by Katherine contains more references to relevant law and why we both argue that the covid vaccines (and all vaccines in general) have never been regulated as medicines, because they are intentional mass poisoning weapons:



Bailiwick News

Congress, through 18 USC 175, legalized HHS/PHS/military production and use of biological weapons, by classifying them as 'select agents and toxins.'

Orientation for new readers - American Domestic Bioterrorism Program - Tools for dismantling kill box anti-law...

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Art for today: **Red Hollyhocks, watercolor, 9x12 in.**



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going2cabo Jul 31 Liked by **Sasha Latypova**

Now we hear that 7M pounds of BoarsHead meats are to be destroyed when it may have just been 1 pound with Listeria. All part of the cabal attempt to destroy all food supplies. There are remedies for bacteria. They are totally fine with poisons in shots but heaven forbid. . .

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Eric The Imaginary Hobgoblin Jul 31 · *edited Jul 31* Liked by **Sasha Latypova**

Yeah, take that!! \$50 million...that'll learn 'em. Couch change. I hate ALL of these assholes.

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