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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

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**QuidelOrtho Corporation**  
(Name of Issuer)

**Common Stock**  
(Title of Class of Securities)

**219798105**  
(CUSIP Number)

**Jeffrey Ferguson**  
**The Carlyle Group**  
**1001 Pennsylvania Avenue, NW**  
**Suite 220 South**  
**Washington, D.C. 20004**  
**(202) 729-5626**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 12, 2024**  
(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

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*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**Explanatory Note**

This Amendment No. 1 to Schedule 13D (this “Amendment No. 1”) amends and supplements the statement on Schedule 13D filed with the United States Securities and Exchange Commission on June 6, 2022 (the “Schedule 13D”), relating to the common stock, par value \$0.001 per share (the “Common Stock”), of QuidelOrtho Corporation, a Delaware corporation (the “Issuer”), whose principal executive office is located at 9975 Summers Ridge Road, San Diego, California 92121. Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended and supplemented with the following:

*The 10b5-1 Plan*

On May 12, 2024, Carlyle Partners VI Cayman Holdings, L.P. terminated an existing 10b5-1 trading plan and entered into a new 10b5-1 plan (the “10b-5 Plan”), pursuant to which Carlyle Partners VI Cayman Holdings, L.P. may make periodic sales of up to 4,200,000 shares of Common Stock. The amount and timing of sales pursuant to the 10b5-1 Plan, if any, may vary.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by reference to the full text of the 10b5-1 Plan, which is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 of the Schedule 13D is hereby amended and supplemented with the following:

Item 4 above summarizes certain provisions of the 10b5-1 Plan and is incorporated herein by reference. A copy of the 10b5-1 Plan is filed as an exhibit to this Schedule 13D, and is incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

**Item 7. Materials to be Filed as Exhibits**

Item 7 of the Schedule 13D is hereby amended and supplemented with the following:

<u>Exhibit Number</u>	<u>Description</u>
3	Power of Attorney.
4	10b5-1 Plan, dated May 12, 2024.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**Date:** May 14, 2024

**The Carlyle Group Inc.**

By: /s/ Anne Frederick, attorney-in-fact

Name: John C. Redett

Title: Chief Financial Officer

**Carlyle Holdings II GP L.L.C.**

By: The Carlyle Group Inc., its sole member

By: /s/ Anne Frederick, attorney-in-fact

Name: John C. Redett

Title: Chief Financial Officer

**Carlyle Holdings II L.L.C.**

By: /s/ Anne Frederick, attorney-in-fact

Name: John C. Redett

Title: Managing Director

**CG Subsidiary Holdings L.L.C.**

By: /s/ Anne Frederick, attorney-in-fact

Name: John C. Redett

Title: Managing Director

**TC Group Cayman Investment Holdings, L.P.**

By: CG Subsidiary Holdings L.L.C., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: John C. Redett

Title: Managing Director

**TC Group Cayman Investment Holdings Sub L.P.**

By: TC Group Cayman Investment Holdings, L.P., its  
general partner

By: CG Subsidiary Holdings L.L.C., its general partner

By: /s/ Anne Frederick, attorney-in-fact

Name: John C. Redett

Title: Managing Director

**TC Group VI Cayman, L.L.C.**

By: /s/ Jeremy W. Anderson

Name: Jeremy W. Anderson

Title: Authorized Person

**TC Group VI Cayman, L.P.**

By: TC Group VI Cayman, L.L.C., its general partner

By: /s/ Jeremy W. Anderson

Name: Jeremy W. Anderson

Title: Authorized Person

**Carlyle Partners VI Cayman Holdings, L.P.**

By: TC Group VI Cayman, L.P., its general partner

By: TC Group VI Cayman, L.L.C., its general partner

By: /s/ Jeremy W. Anderson

Name: Jeremy W. Anderson

Title: Authorized Person

**POWER OF ATTORNEY**

The undersigned understands that, from time to time, the Carlyle Companies (defined below) are required to prepare, execute, and file certain federal and state securities laws filings.

Know all by these presents, that the undersigned hereby constitutes and appoints each of Jeffrey Ferguson, Jeremy Anderson, Chintan Bhatt, Anne Frederick, Erica Herberg, Anat Holtzman, Andrew Howlett-Bolton, Joshua Lefkowitz, David Lobe, Elizabeth Muscarella, Sanket Patel, Robert Rosen, and Catherine Ziobro, or any of them signing singly, and with full power of substitution, the undersigned's true and lawful attorney-in-fact to:

- (1) prepare, execute in the name of each Carlyle Company and on behalf of each Carlyle Company, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of Forms D ("Form D") required to be filed in accordance with Rule 503 ("Rule 503") promulgated with respect to Sections 4(2), 4(6) and 3(b) of the Securities Act of 1933, as amended (the "1933 Act") and reports required by Sections 13(d) and 16(a) of the Securities Exchange Act of 1934, as amended (the "1934 Act") or any rule or regulation of the SEC;
- (2) prepare and execute for and on behalf of each Carlyle Company, in the undersigned's capacity as a Chairman, authorized person, officer and/or director of each Carlyle Company, federal and state securities laws filings including without limitation Forms D pursuant to Rule 503 and Schedules 13D and 13G and Forms 3, 4, and 5 in accordance with Sections 13(d) and 16(a) of the 1934 Act and the rules thereunder;
- (3) do and perform any and all acts for and on behalf of each Carlyle Company that may be necessary or desirable to complete and execute any such federal and state securities laws filings including without limitation Forms D, Schedules 13D and 13G and Forms 3, 4, and 5, complete and execute any amendment or amendments thereto, and timely file such form with the SEC and the securities administrators of any state, the District of Columbia, the Commonwealth of Puerto Rico, Guam and the United States Virgin Islands or their designees and any stock exchange or similar authority; and
- (4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted, whether the same needs to be executed, taken or done by him in his capacity as a current or former member, partner, shareholder, director or officer of any company, partnership, corporation, organization, firm, branch or other entity connected with, related to or affiliated with any of the entities constituting the Carlyle Companies or entities that directly or indirectly hold interests in the Carlyle Companies.

The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming any of the undersigned's responsibilities to comply with federal and state securities laws, including without limitation Rule 503 of the 1933 Act or Section 13 and Section 16 of the 1934 Act.

This Power of Attorney and all authority conferred hereby shall not be terminated by operation of law, whether by the death or incapacity of the undersigned or by occurrence of any other event. Actions taken by an attorney-in-fact pursuant to this Power of Attorney shall be as valid as if any event described in the preceding sentence had not occurred, whether or not the attorney-in-fact shall have received notice of such event. Notwithstanding the foregoing, (i) in the event that an attorney-in-fact is no longer employed by The Carlyle Group Employee Co., L.L.C. or its affiliates, this Power of Attorney and all authority conferred hereby shall be immediately terminated with respect to such Attorney, and (ii) the undersigned may terminate or revoke this Power of Attorney at any time.

For purposes hereof, the "Carlyle Companies" shall consist of: (i) Carlyle Group Management L.L.C., The Carlyle Group Inc., Carlyle Holdings I GP Inc., Carlyle Holdings I GP Sub L.L.C., Carlyle Holdings I L.P., TC Group, L.L.C., Carlyle Holdings II GP L.L.C., Carlyle Holdings II L.L.C., CG Subsidiary Holdings L.L.C., TC Group Investment Holdings Limited Partner L.L.C., TC Group Investment Holdings, L.P., Carlyle Holdings III GP L.P., Carlyle Holdings III GP Sub L.L.C., Carlyle Holdings III L.P., TC Group Cayman L.P., TC Group Sub L.P., TC Group Investment Holdings Sub L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman Investment Holdings Sub L.P., TC Group Cayman, L.P., TC Group Cayman Sub L.P., Five Overseas CG Investment L.L.C. and (ii) the subsidiaries and affiliates of the foregoing in clause (i), including without limitation investment funds sponsored directly or indirectly by one or more of the Carlyle Companies.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 1st day of October, 2023.

By: /s/ John C. Redett  
Name: John C. Redett  
Title: Chief Financial Officer

## Rule 10b5-1 Selling Plan

May 12, 2024

This plan (the "Plan") will confirm the agreement between **Carlyle Partners VI Cayman Holdings, L.P.** (the "Client") and **BofA Securities, Inc.** ("BofA"), pursuant to which BofA has been appointed by the Client to sell outstanding shares of the common stock of **QuidelOrtho Corporation** (the "Issuer") named in Exhibit A (the "Shares"). This Plan is being established by the Client and is intended to qualify for the affirmative defense provided by Rule 10b5-1 ("Rule 10b5-1") under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

1. This Plan shall become effective on the date hereof and shall end on the earliest to occur of the following dates: (i) the date on which either the aggregate number of the Shares sold by BofA in accordance with this Plan equals the Maximum Number of Shares specified in Exhibit A hereto; (ii) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, or the taking of any corporate action by the Client to authorize or commence any of the foregoing; (iii) the end of the business day (unless another time is specified in writing) following the date of receipt by the non-terminating party of notice of early termination, in the form of Exhibit B hereto (in the case of the Client); (iv) the failure of the Client to perform its delivery obligations under the Plan and (v) **May 11, 2025**. The Client will provide BofA with immediate notice should an event under subsection (ii) of this paragraph occur.
2. BofA shall sell Shares on each day on which the Nasdaq is open for trading and the Shares trade regular way on such exchange commencing on the date specified and as per instructions set forth in Exhibit A.
3. The Client hereby covenants and agrees that it will not take any action that would result in any sales of Shares by BofA hereunder to fail to be in accordance with Rule 10b5-1.
4. The Client understands and agrees that it is an affiliate or control person for purposes of Rule 144 under the Securities Act of 1933, as amended ("Securities Act"), and that all sales of Shares under the Plan will be made in accordance with the applicable provisions of Rule 144. Client understands that it will file a Form 144. BofA will conduct sales pursuant to Rule 144, including applying Rule 144 volume limitations as if the sales under the Plan were the only sales subject to the volume limitations. Client agrees not to take any action or to cause any other person or entity to take any action that would require it to aggregate sales of Shares subject to the Plan with any other sales of shares as may be required by Rule 144; and not to take any action that would cause the sales of Shares under the Plan not to comply with Rule 144.
5. (a) The Client reserves the right to terminate this Plan or the appointment of BofA hereunder at any time by giving one business day's (defined as a day on which the primary stock exchange or quotation system on which the Shares are listed or quoted is open) advance written notice to BofA in accordance with Exhibit B.



(b) The Client acknowledges and agrees that notwithstanding anything in paragraph 5(a) herein to the contrary, any suspension, termination or amendment of this Plan by the Client must comply with the requirements for the amendment of a “plan” as defined in Rule 10b5-1(c).

(c) The Client acknowledges that terminations of, or modifications or amendments to, a trading plan may affect the Issuer’s ability to rely on Rule 10b5-1.

6. It is the intent of the parties that this Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) and this Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).
7. As of the date of this Plan, the Client is not aware of any material nonpublic information regarding the Issuer or the Shares and is not subject to any legal, regulatory or contractual restriction or undertaking that would prevent BofA from acting upon the instructions set forth in this Plan. The Client shall immediately notify BofA if it becomes aware of a legal, regulatory or contractual restriction or undertaking that would prevent BofA from making sales pursuant to this Plan.
8. The Client is entering into this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or any other United States federal securities laws.
9. The Client will not, while this Plan remains in effect, alter or deviate from the terms of this Plan, and it has not entered into, and will not enter into or alter, any corresponding or hedging transaction or position with respect to the Shares (including with respect to any securities convertible into or exchangeable for the Shares).
10. The Client is not entering into this Plan (i) to manipulate the price of the Shares (or any security convertible into or exchangeable or exercisable for Shares) or (ii) for any other purpose in violation of applicable federal or state law.
11. (a) Until the termination of this Plan, the Client agrees not to discuss with BofA’s Monetization Services Group, which is responsible for sales under this Plan, or any other BofA trading personnel, the Issuer’s business, operations or prospects or any other information likely to affect the value of the Shares. Notwithstanding the above, the Client may communicate with BofA personnel who are not trading personnel and who are not responsible for, and have no ability to influence, the execution of this Plan, *provided* that no such communication may relate to this Plan or to the activities of BofA hereunder.  
  
(b) Subject to the terms set forth in this Plan, BofA shall have full discretion with respect to the execution of all sales, and the Client acknowledges and agrees that it does not have, and shall not attempt to exercise, any influence over how, when or whether to effect such sales of Shares pursuant to this Plan.
12. This Plan (i) has been duly authorized by the Client; (ii) is a valid and binding agreement of the Client, enforceable in accordance with its terms; and (iii) is not, to the Client’s knowledge, prohibited or restricted by any legal, regulatory or contractual restriction or undertaking binding on the Client or any of its subsidiaries or any of its or their property or assets.
13. The Client has consulted its own advisors as to legal, tax, business, financial and other relevant aspects of, and has not relied upon BofA in connection with, the Client’s adoption of this Plan, and the Client acknowledges that BofA is not acting as a fiduciary or an advisor for the Client. Except as specifically contemplated herein, the Client shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Client and the transactions contemplated hereby, including, without limitation, reporting and filing requirements.

14. The Client understands that, while the BofA Monetization Services Group is executing transactions on behalf of the Client pursuant to this Plan, other desks at BofA that are not participating in such transactions and are unaware of Client sales may continue to make a market in the Shares or other securities of the Issuer or otherwise trade the Shares or such other securities for BofA's own account or to facilitate customer transactions. Nothing herein shall preclude the purchase or sale by BofA of Shares or other securities of the Issuer for its own account or its solicitation or execution of orders for the account of any client. BofA hereby represents and warrants that it has implemented reasonable policies and procedures, taking into consideration the nature of BofA's business, to ensure that individuals making investment decisions will not violate the laws prohibiting trading on the basis of material, nonpublic information.
15. This Plan shall be governed by and construed in accordance with the laws of the State of New York, without regard to such State's conflict of laws rules to the extent such rules may result in the application of the law of any other state or jurisdiction.
16. The Client and BofA acknowledge and agree that this Agreement is a "securities contract", as such term is defined in Section 741(7) of Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
17. This Plan (including Exhibit A) constitutes the entire agreement between BofA and the Client with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral and may be modified or amended only in writing entered into by the Client and BofA, at a time when the Client is otherwise permitted to effect sales under Issuer's trading policies, does not possess material nonpublic information and such modification or amendment is consistent with the Issuer's trading policy currently in effect. Further, the Client and BofA shall execute a completed and executed Modification Agreement substantially in the form of Exhibit C attached hereto.
18. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Please indicate your understanding of and agreement to the foregoing by executing and returning a counterpart hereof.

Sincerely,

Carlyle Partners VI Cayman Holdings, L.P.  
By TC Group VI, L.P., its general partner

By: /s/ Robert R. Schmidt

Name: Robert R. Schmidt

Title: Authorized Person

ACCEPTED AND AGREED TO  
AS OF THE ABOVE DATE:

BofA Securities, Inc.

By: /s/ Neil Kearns

Name: Neil Kearns

Title: Managing Director