

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

AMGEN INC.,)
)
 Plaintiff,)
)
 vs.)
)
 F. HOFFMANN-LA ROCHE LTD,)
 ROCHE DIAGNOSTICS GMBH,)
 AND HOFFMANN-LA ROCHE INC.,)
)
 Defendants)

CIVIL ACTION No.: 05-CV-12237WGY

DECLARATION OF ROBERT FERRARO FOR
DEFENDANT F. HOFFMANN-LA ROCHE LTD.

I, ROBERT FERRARO, declare as follows:

1. I am legal counsel with F. Hoffman-LaRoche Ltd and have held that position since 2003.
2. I submit this declaration in support of Defendants' Motion to Dismiss.
3. F. Hoffmann-La Roche Ltd. ("Roche Switzerland") is a foreign corporation existing under the laws of Switzerland with its principal place of business in Basel, Switzerland.
4. Roche Switzerland is separate and distinct from Hoffmann-La Roche, Inc. ("U.S. Defendant"), a New Jersey corporation.
5. Roche Switzerland has corporate officers and a board of directors separate from those of the U.S. Defendant, and the directors of Roche Switzerland meet separately from the board of the U.S. Defendant. There are no interlocking board members between the U.S. Defendant and Roche Switzerland.
6. Roche Switzerland maintains corporate records (including directors' minutes, by-laws, and regulations) and financial and accounting books and records separately from the U.S. Defendant.
7. Roche Switzerland does not pay the salaries or other day-to-day expenses of the U.S. Defendant and to the best of my knowledge, no officer, director or employee of Roche Switzerland is a signatory to any bank account of the U.S. Defendant.
8. Roche Switzerland is not a signatory to any U.S. Defendant bank account, including any bank account in Massachusetts, and the U.S. Defendant does not have the power to bind Roche Switzerland.
9. Roche Switzerland does not conduct business within the State of Massachusetts. Roche Switzerland is not now and never has been authorized to conduct business in Massachusetts.

10. Roche Switzerland has never maintained an office or agent in Massachusetts.

11. Roche Switzerland has not owned, used, possessed, or held a mortgage or other lien on any real property in Massachusetts.

12. Roche Switzerland has not engaged in solicitation or service activities within Massachusetts.

13. To the best of my knowledge Roche Switzerland has not breached any contract in Massachusetts by failing to perform acts required by the contract to be performed in Massachusetts.

14. To the best of my knowledge Roche Switzerland does not engage in any substantial activity within Massachusetts.

15. No Massachusetts court has ever exercised jurisdiction over Roche Switzerland.

16. Roche Switzerland currently maintains only a very limited number of licensing contracts and clinical trial sponsorships with Massachusetts partners, unrelated to the drug at issue.

17. Roche Switzerland does not promote, market, distribute, sell, or place into the stream of commerce in Massachusetts *any* of its pharmaceuticals.

18. Roche Switzerland is not approved by the Food and Drug Administration to manufacture, sell, or market any drug or ingredient comprising any drug at issue in this action, and it does not do so.

19. Roche Switzerland neither labels nor controls the U.S. Defendant's labeling of the drug at issue in the United States.

20. Roche Switzerland cooperates with the U.S. Defendant in the compliance with international drug safety laws, standards, and regulations as required by the FDA; however, Roche Switzerland does not exercise any control over these actions by the U.S. Defendant.

21. Roche Switzerland's only physical contact with Massachusetts comprises short visits by employees to evaluate technology and biotechnology for potential in-licensing.

22. Roche Switzerland does not manufacture the drug at issue here, it does not send the drug to Massachusetts or to New Jersey. Roche Switzerland has no control over where the drug is sent or what happens to it; that control rests exclusively with the U.S. Defendant.

23. Roche Switzerland does not exercise final decision authority over Roche Germany.

24. Roche Switzerland does not have the authority to bind Roche Germany.

25. Neither Roche Switzerland nor Roche Germany is a signatory to any bank account of the other.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 10, 2006

/s/ Robert Ferraro

Robert Ferraro

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants on April 11, 2006.

/s/ Julia Huston