

**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 MARTIN MEISIEK FOR DEFENDANT ROCHE DIAGNOSTICS
GMBH**

I, MARTIN MEISIEK, declare as follows:

1. I am the head of Legal for Roche Diagnostics GmbH (“Roche Germany”).
2. I submit this declaration to the best of my knowledge in support of Defendant’s Motion to Dismiss.
3. Roche Germany is a foreign corporation existing under the laws of Germany with its seat in Mannheim, Germany and places of business in Penzberg, Germany and Mannheim, Germany.
4. Roche Germany is separate and distinct from Hoffmann-La Roche, Inc. (“U.S. Defendant”), a New Jersey corporation.
5. Roche Germany has corporate officers and a board of directors separate from those of the U.S. Defendant, and the board of directors of Roche Germany meets separately from the board of directors of the U.S. Defendant. There are no interlocking board members between the U.S. Defendant and Roche Germany.
6. Roche Germany 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 Germany does not pay the salaries or other day-to-day expenses of the U.S. Defendant, and no officer, director or employee of Roche Germany is a signatory to any bank account of the U.S. Defendant.
8. Roche Germany 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 Germany.

9. Other than the activities referred to in paragraphs 15 and 20, Roche Germany does not conduct business within the State of Massachusetts. Roche Germany is not now and never has been registered to conduct business in Massachusetts.

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

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

12. Roche Germany is not aware of having breached any contract in Massachusetts by failing to perform acts required by the contract to be performed in Massachusetts.

13. Other than the activities referred to in paragraphs 15 and 20, Roche Germany does not engage in any substantial activity within Massachusetts.

14. Roche Germany currently maintains a limited number of contracts with partners in Massachusetts, all unrelated to the drug at issue, and all either licensing or research and development agreements pertaining to diagnostics or pharmaceuticals. None of these agreements invokes Massachusetts law or jurisdiction but rather state they are to be construed under the laws of other states or foreign countries.

15. Roche Germany employees do not market, distribute, sell, or place into the stream of commerce in Massachusetts *any* of its products.

16. Roche Germany 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.

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

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

19. Roche Germany's physical contacts with Massachusetts comprise visits by some individuals as part of licensing and research groups who traveled to Massachusetts to investigate and evaluate potential licensing and research co-operations. These trips generally were for only a few days, and were often part of longer trips to other stops both in and outside the U.S.

20. While Roche Germany manufactures the drug at issue here, it merely delivers it directly to the U.S. Defendant in New Jersey. Roche Germany does not send the drug to Massachusetts. Once the drug is in New Jersey, Roche Germany has no control over where it is sent or what happens to it; that control rests exclusively with the U.S. Defendant.

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

22. Roche Germany has no authority to bind Roche Switzerland.

23. Neither Roche Germany nor Roche Switzerland 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/ Martin Meisiek
Martin Meisiek

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_____