

EXHIBIT 52

1
2 UNITED STATES DISTRICT COURT
3 DISTRICT OF MASSACHUSETTS
4

AMGEN, INC.,)
5) Case No.
Plaintiff,) 05-12237 WGY
6)
vs.)
7)
F. HOFFMANN-LA ROCHE LTD., a)
8 Swiss Company, ROCHE)
DIAGNOSTICS GmbH, a German)
9 Company, and HOFFMANN-LA)
ROCHE, INC., a New Jersey)
10 Corporation,)
11)
Defendants.)
-----)

12 Tuesday, March 20, 2007
10:02 a.m.

13 Confidential Videotaped
14 Deposition of SONDEERS BEIMFOHR, held
15 at the offices of Duane Morris, LLP,
16 380 Lexington Avenue, New York, New
York 10168, pursuant to Rule 30 (b)(6)
17 Notice, before Otis Davis, a Notary
Public of the State of New York.
18

(This transcript contains
19 testimony designated as per the
protective order in this matter.
20 Please treat each segment of
designated testimony in accordance
21 with the protective order. Each
section of testimony is clearly
22 designated as such by insertion of a
parenthetical.)
23
24
25

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2 Q. If MIRCERA is priced as a
3 four-week product, is there an assumption
4 how much usage will be at two-week dosing
5 versus four-week dosing?

6 A. There are no explicit
7 assumptions of that nature in the pricing
8 model. There were discussions and an
9 illustration of such in the February
10 meeting, but that's outside of where we
11 have gone.

12 Q. The pricing model is built on
13 four-week dosing; is that correct?

14 A. No. The pricing model is built
15 on monthly therapeutic equivalents, it does
16 not specify the level of dosing.

17 Q. What was the purpose of the
18 February 28th meeting?

19 A. That was a meeting to bring
20 senior management in Basel up to an
21 understanding of where we are in the
22 United States with respect to how the ESA
23 market works, what we have done in
24 preparation for pricing and contracting,
25 and where we stand, and again, the

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2 outstanding questions that I have mentioned
3 before.

4 Q. Are there other outstanding
5 questions you can recall other than the
6 two-week versus four-week dosing issue?

7 A. Many questions came up during
8 the course: The impact of coding, the
9 impact of whether we have succeeded in
10 gaining an LDO contract or not. All those
11 were discussed.

12 Q. Do you recall what was
13 discussed regarding whether MIRCERA would
14 gain an LDO contract?

15 A. We discussed the current
16 assumption that we will be going after one;
17 after contracting for both of them, we are
18 likely to succeed with one of them; what
19 would happen if we chose not to pursue the
20 LDOs or if we were incapable of gaining an
21 LDO contract.

22 In general terms, all of those
23 concepts were discussed.

24 Q. Do you recall what was
25 discussed about what would happen if you

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2 did not win an LDO contract?

3 A. Specifically, several billion
4 dollars of lost revenue to Roche.

5 Q. Anything else that you can
6 recall being discussed?

7 A. Then it becomes a slower uptake
8 in the product, but the fundamental -- the
9 fundamental issue of gaining or not gaining
10 an LDO is ultimately the size of the market
11 that we would be locked out of.

12 Q. Was there any discussion about
13 not entering the U.S. market with MIRCERA
14 if you were not able to get an LDO?

15 A. No.

16 Q. Was there a follow-up meeting
17 scheduled with that same group of people
18 who participated in the February 28th
19 meeting?

20 A. There will be a follow-up
21 meeting scheduled, I do not believe the
22 calendars have been aligned to figure out a
23 day that we can actually do that.

24 Q. Will that happen after the U.S.
25 pricing committee gets together following