



5. GEMS IT acquired Micro Medical Systems, Inc. in September 2000. My position as a GEMS IT employee was Lead Product Integrator (“LPI”). I still hold that position with GEMS IT.

6. Mr. Roller worked as a Senior Engineer for the User Interface Group. He was a software engineer.

7. To the best of my knowledge, Mr. Roller never worked for GEMS IT in Minnesota.

8. Mr. Roller lived in Sioux Falls, South Dakota during his employment with Micro Medical Systems, Inc. and GEMS IT. He lived approximately four blocks away from my house in Sioux Falls.

9. I am familiar with various aspects of Mr. Roller’s employment, including his job duties, performance problems and disciplinary history.

10. On or about February 18, 2002, Mr. Roller went out on leave. In April of 2002, we presented Mr. Roller with a Separation Agreement and Release, which he signed. Pursuant to the terms of the Separation Agreement and Release, Mr. Roller resigned his employment effective July 26, 2002. Also, under the terms of the Separation Agreement and Release, Mr. Roller agreed to waive all legal claims, including employment discrimination claims, against GEMS IT.

11. Rich Adcock, a former GEMS IT employee, hired Mr. Roller and also made the decision regarding Mr. Roller’s separation from employment. Mr. Adcock no longer works for GEMS IT, but to the best of my knowledge, Mr. Adcock still lives and works in Sioux Falls, South Dakota.

12. The majority of the documents maintained by GEMS IT in the usual course of business and related to Mr. Roller's employment are still located at the GEMS IT facility in Sioux Falls, South Dakota.

13. GEMS IT does not maintain any facilities in Minnesota, although GEMS IT does have some sales and service employees located in Minnesota who work out of their own homes. To my knowledge, these individuals have no knowledge of the claims made by Mr. Roller.

14. Mr. Roller's former co-workers, Kristi Hensley, Troy Wollman, Nate Kruse and Kevin Impehoven, all still work for GEMS IT at its Sioux Falls location. To the best of my knowledge, none of these individuals engage in business on behalf of GEMS IT in Minnesota.

15. To my knowledge, I engage in no business on behalf of GEMS IT in Minnesota.

16. I have no personal contact with Minnesota.

17. I would not voluntarily go to Minnesota for a deposition or trial in this matter.

Executed on January 11, 2006.

s/Robert E. Moore