Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:23-cv-867-JLK

BIOMEDICAL DEVICE CONSULTANTS &
LABORATORIES OF COLORADO, LLC,

Plaintiff,

v.

VIVITRO LABS INC.,

Defendant.

DECLARATION OF KARIM MOUNEIMNÉ

I, Karim Patrick Mouneimné, declare as follows:

1. I am over the age of 18 years. I have personal knowledge of the matters set forth below, and I am competent to testify with respect to them.

2. I am a citizen of France and a permanent resident of Canada. I am the President of ViVitro Labs Inc. ("ViVitro"). I have been employed at ViVitro since October 4, 2019. Before that, I was employed by Protomed Labs SASU from 2008 to 2019, when it was then acquired by ViVitro.

3. ViVitro is a test equipment and a contract testing services company specialized in providing engineering solutions to cardiovascular medical device manufacturers and research organizations around the world. The company is organized and exists under the laws of Canada.

4. ViVitro's primary place of business is at 455 Boleskine Road, Victoria, BC, Canada V8Z 1E7.

5. ViVitro currently has 15 full time employees who reside in Canada. (ViVitro also has a subsidiary in France, ViVitro Labs SASU, which employs 6 people there.)

6. ViVitro does not have any employees that reside in Colorado. ViVitro does not have any independent sales representatives or distributors who reside in Colorado or elsewhere in the United States. ViVitro employs one business development manager (Douglas Bigrigg), who is responsible for sales in the United States. Mr. Bigrigg resides in Canada.

7. ViVitro does not have any offices in Colorado. ViVitro does not own, lease, or otherwise utilize any real property in Colorado.

8. ViVitro does not own or lease any tangible property in Colorado.

9. ViVitro is not registered or licensed to do business in Colorado.

10. ViVitro does not pay taxes in Colorado.

11. ViVitro does not have any bank accounts in Colorado.

12. ViVitro does not direct any print, radio, television, website, or any other advertising specifically to residents of Colorado.

13. ViVitro markets, sells, and/or supplies its various products and services to customers located in many countries around the world: USA, Canada, Mexico, Brazil, Argentina, Austria, France, Belgium, Germany, the Netherlands, Greece, Poland, Hungary, Portugal, Ireland, Czech Republic, Italy, Denmark, Spain, Finland, Sweden, Norway, Turkey, Ukraine, Russia, India, China, South Africa, Egypt, United Arabs Emirates, Thailand, Singapore, and Australia.

14. The product that I understand the plaintiff, Biomedical Device Consultants & Laboratories of Colorado, LLC, claims in this case infringes one of its patents is ViVitro's

forthcoming Heart Valve Durability Tester with Advanced Dual Control (ADC) Technology (the "Accused Product"). ViVitro has not yet produced any units of the Accused Product for commercial sale. The design phase of the project to deliver commercially viable devices (i.e., products that meet ViVitro's high quality standards for final, commercial units) is not complete.

15. ViVitro has not made any sales or offers for sale of the Accused Product in Colorado or to customers that, to my knowledge, are based in Colorado. ViVitro has not communicated with, visited, or sent any representatives to any company in Colorado for the purpose of marketing, demonstrating, or selling the Accused Product.

16. ViVitro has marketed and offered the Accused Product for sale in the State of Massachusetts. On September 16–19, 2022, ViVitro representatives (including myself, Business Development Manager Douglas Bigrigg, Product Development Manager Rob Fraser, and Director of Innovations and Technology Ian Chen) attended and paid for and operated a booth at the Transcatheter Cardiovascular Therapeutics 2022 Conference ("TCT 2022"), held in Boston, Massachusetts, one of the leading cardiovascular conferences in the United States. We brought a working prototype of the Accused Product to the conference and publicly introduced the prototype product there. At the booth, we displayed and provided demonstrations of the prototype. The purpose of ViVitro's attendance and booth was to market and generate customer interest in and potential sales of ViVitro's products, including the Accused Product, and services.

17. Aside from its activities at the TCT 2022 conference in Boston, before the April 7 filing of the complaint, ViVitro marketed the Accused Product to and solicited purchase orders for the Accused Product from four potential customers located in Massachusetts. However,

ViVitro has not yet received any *actual orders* from any business or customers operating from Boston or Massachusetts.

18. ViVitro has also marketed and offered the Accused Product for sale in the State of California. On February 7–9, 2023, I and our Business Development Manager, Douglas Bigrigg, attended and operated a booth for ViVitro at MD&M West 2023, held in Anaheim, California, the leading medical device suppliers' trade show in the United States. We brought a working prototype of the Accused Product to MD&M West 2023 in California. We again paid for and operated a booth, at which we displayed and provided demonstrations of the prototype of the Accused Product. The purpose of ViVitro's attendance and booth was to market and generate customer interest in and potential sales of ViVitro's products, including the Accused Product, and services.

19. In addition to its activities at the MD&M West 2023 show in Anaheim, ViVitro sent representatives to California (specifically the region around Irvine/San Diego area) two times between September 2022 and the April 7 filing of the complaint, for the purpose of promoting and marketing the Accused Product to at least ten different potential customers there. On these trips, ViVitro showed potential customers brochures and marketing collateral to describe the Accused Product's features. While the product is not ready for delivery, ViVitro solicited purchase orders for the product from eight potential customers in California. ViVitro has not yet received any actual orders from customers in California.

20. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 5th 2023
(date)



(signature)