

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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GILEAD SCIENCES, INC. and GILEAD :  
SCIENCES IRELAND UC, :

Plaintiffs, :

v. :

CITY PLUS CARE PHARMACY INC. D/B/A :  
HEAL THE WORLD PHARMACY; NABILA :  
CHAUDHARY; QAISER CHAUDHARY; and :  
HAMZA CHAUDHARY :

Defendants. :

Case No. \_\_\_\_\_

**FILED *EX PARTE* AND UNDER SEAL  
PURSUANT TO 15 U.S.C. § 1116(d)**

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**COMPLAINT AND JURY DEMAND**

Plaintiffs Gilead Sciences, Inc. and Gilead Sciences Ireland UC (together, “Gilead” or “Plaintiffs”), by and through their counsel, Patterson Belknap Webb & Tyler LLP, for their Complaint against the Defendants listed above allege as follows:

**SUMMARY OF THE ACTION**

1. Gilead brings this anti-counterfeiting action to put an immediate stop to Defendants’ sale of potentially dangerous counterfeit Gilead-branded HIV medicine to patients in this District.

2. Defendants, a retail pharmacy and its principals, were caught red-handed dispensing counterfeit BIKTARVY®, a one-pill-a-day Gilead-branded medicine that treats HIV, to a patient in Queens. Alarminglly, the counterfeit dispensed by Defendants is different and more sophisticated from counterfeits Gilead has previously encountered in the United States (including in previously filed anti-counterfeiting actions before this Court). The counterfeit

dispensed by Defendants bears a fake expiration date and an entirely counterfeit, near exact replica of Gilead's authentic label for BIKTARVY®.

3. The actual contents of the counterfeit dispensed by the Defendants are unknown, because the patient consumed the tablets inside before reporting it to Gilead. However, the evidence shows that whatever was in the bottle dispensed by Defendants was put there by the counterfeiters, not Gilead, creating a serious risk for patient health and safety.

4. The creation and use of a sophisticated, wholesale counterfeit reproduction of a Gilead label strongly suggests that this counterfeiting operation is, or intends to be, operating at a large scale.

5. Gilead brings this action first and foremost to protect patients. It is imperative that the production and distribution of these potentially dangerous counterfeit HIV medicines is immediately stopped.

6. In this action, Gilead seeks both temporary and permanent injunctive relief, including a seizure order, in order to put an immediate stop to the sale of these dangerous counterfeit medicines. Gilead also seeks other injunctive and monetary relief against all Defendants for trademark infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114); false descriptions and false designations of origin in commerce in violation of Section 43 of the Lanham Act (15 U.S.C. § 1125); false advertising in violation of Section 43 of the Lanham Act (15 U.S.C. § 1125), trademark dilution in violation of Section 43 of the Lanham Act (15 U.S.C. § 1125) and New York General Business Law § 360-1; deceptive business practices in violation of New York General Business Law § 349; and common-law unjust enrichment and unfair competition.

## THE PARTIES

### **A. PLAINTIFFS**

7. Plaintiff Gilead Sciences, Inc. is a public corporation organized under the laws of the State of Delaware, with more than 17,000 employees. Its principal place of business is 333 Lakeside Drive, Foster City, California 94404. Gilead develops and markets a large portfolio of lifesaving medicines, including drugs for the treatment or prevention of HIV. Gilead is the owner of certain well-established and famous registered trademarks that appear on the packaging (including the pedigrees), tablets, and instructional outserts of certain genuine HIV and other medicines.

8. Plaintiff Gilead Sciences Ireland UC (“Gilead Ireland”) is a private unlimited company organized under the laws of Ireland, with its principal place of business at IDA Business & Technology Park, Carrigtohill, Co. Cork, Ireland. Gilead Sciences, Inc. is the ultimate parent of Gilead Ireland. Gilead Ireland is the owner of certain well-established and famous registered trademarks that appear on the packaging (including the pedigrees), tablets, and instructional outserts of certain genuine HIV and other medicines.

### **B. DEFENDANTS**

9. Defendant City Plus Care Pharmacy Inc. d/b/a/ Heal the World Pharmacy (“Heal the World”) is a retail pharmacy with a principal place of business in Jamaica, Queens, New York. Defendant Heal the World sold counterfeit Gilead-branded HIV medicine.

10. Defendant Nabila Chaudhary is an individual residing in Roslyn Heights, New York. She is a principal of Heal the World and its president. Defendant Nabila Chaudhary supervised, ratified, and/or personally participated in the trafficking of counterfeit Gilead-branded medicines. As a principal of Heal the World, she personally financially benefited from

the trafficking of counterfeit Gilead-branded medicines and failed to exercise her authority to stop it.

11. Defendant Qaiser Chaudhary is an individual residing in Roslyn Heights, New York, and is the husband of Nabila Chaudhary. He is a principal and corporate officer of Heal the World. Defendant Qaiser Chaudhary supervised, ratified, and/or personally participated in the trafficking of counterfeit Gilead-branded medicines. As a principal of Heal the World, he personally financially benefited from the trafficking of counterfeit Gilead-branded medicines and failed to exercise his authority to stop it.

12. Defendant Hamza Chaudhary is, upon information and belief, an individual residing in Queens County, New York and is the son of Qaiser and Nabila Chaudhary. He is responsible for day-to-day operations of Heal the World and supervised, ratified, and/or personally participated in the trafficking of counterfeit Gilead-branded medicines. Defendant Hamza Chaudhary personally benefited from the trafficking of counterfeit Gilead-branded medicines and failed to exercise his authority to stop it.

### **JURISDICTION AND VENUE**

13. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. §§ 1121(a), 1331, 1338, and 1367 and general principles of ancillary and pendent jurisdiction.

14. The Court has personal jurisdiction over each of the Defendants because each of the Defendants has sufficient minimum contacts with New York and with this District so as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

15. As alleged herein, all Defendants are residents of New York. All individual defendants reside in New York, and Heal the World is a New York entity with its principal place of business in New York.

16. As alleged herein, all Defendants transacted business in New York and committed tortious acts in New York in connection with the counterfeiting conspiracy described herein. Defendants Nabila Chaudhary, Qaiser Chaudhary, and Hamza Chaudhary sold counterfeit Gilead medicines out of their pharmacy location, Defendant Heal the World, in Queens, New York City.

17. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b)(1) because all Defendants are residents of New York and at least one Defendant resides in this District. Further, venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b)(2) because Defendants manufactured and sold counterfeit medicines in this District, and/or conspired to operate a counterfeiting operation that manufactured and sold counterfeit medicine in this District, and thus a substantial part of the events giving rise to Gilead's claims occurred in this District.

### **FACTUAL ALLEGATIONS**

#### **A. GILEAD'S HIV MEDICINES**

18. For more than three decades, Gilead has strived to create a healthier world for all by delivering innovative therapeutics that aim to prevent, treat, or cure life-threatening diseases. Gilead relentlessly pursues advancements in science with the goal of bringing to patients around the world treatments that improve care in areas of unmet medical needs.

19. Gilead has transformed care for people living with serious diseases, such as HIV and hepatitis C, developing pioneering medicines including the world's first single tablet regimen to treat HIV, the first prophylactic medicine to prevent HIV infection, and four hepatitis C therapies.

20. BIKTARVY<sup>®</sup> is a complete, one-pill, once-a-day prescription medicine used to treat HIV. Developed by Gilead and first approved by the FDA in 2018, BIKTARVY<sup>®</sup> is a single-tablet combination medicine for the treatment of HIV-1 infection, combining Gilead's

unboosted integrase strand transfer inhibitor, bicitegravir, with Gilead's dual nucleoside reverse transcriptase inhibitors, emtricitabine and tenofovir alafenamide.

21. BIKTARVY<sup>®</sup> has a demonstrated long-term efficacy and safety profile, has few drug interactions and side effects, and a high barrier to developing drug resistance.

22. Although BIKTARVY<sup>®</sup> does not cure HIV, when taken every day as prescribed, it can lower the amount of virus in a patient's blood to undetectable levels. In addition to halting the progression of HIV, research shows that having undetectable levels of the virus prevents transmission of HIV through sex, protecting a patient's sexual partners (and thus the broader community) from possible transmission.

23. BIKTARVY<sup>®</sup> also can help increase a patients' CD4 T-cell count. CD4 T-cells are an important part of a person's immune system. HIV attacks and destroys CD4 T-cells, which decreases a patient's ability to fight off other infections, which can lead to serious illness or death. Indeed, a diagnosis of AIDS – the most advanced stage of HIV – is based on low levels of CD4 T-cells and/or the presence of opportunistic infections. AIDS is deadly particularly because those suffering from it cannot fight off other infections. Thankfully, medicines like BIKTARVY<sup>®</sup>, when taken correctly, can stop the progression of an HIV infection and protect patients' immune systems.

24. Counterfeits of Gilead's HIV medicines pose particular health dangers because, for patients treating HIV infection, it is very important that they follow the FDA-approved instructions, including regarding dosage frequency. If a patient with an HIV infection skips doses for even a short period of time, the patient faces the risk that the patient's viral load – that is, the amount of HIV in their blood – will increase. Viral rebound can have severe consequences. Over time, it can weaken the patient's immune system and increase the

possibility of infections; it can result in progression of the disease and lead to the development of AIDS; and if patients are not virally suppressed, they may transmit the virus to their sexual partners.

25. Gilead Sciences, Inc. and Gilead Ireland UC (together, “Gilead”) are the collective owners of a number of well-established and famous registered trademarks (the “Gilead Marks”) that appear on its genuine medicines. A list of these trademarks is set forth in **Exhibit A** hereto, which is incorporated by reference. Gilead also owns and uses distinctive packaging (the “Gilead Trade Dress”) to distinguish its medicines in the marketplace.

26. Gilead has used and/or currently is using the Gilead Marks and the Gilead Trade Dress in commerce in connection with its sale of medicines, and plans to continue such use in the future. Gilead prominently displays the Gilead Marks in its advertising and promotional materials.

27. Gilead has engaged and continues to engage in activities designed to promote its medicines and the business and goodwill associated with its trademarks, and to expand the use and reputation of its trademarks, trade dress, logos, copyrights, and property throughout the United States. All of these trademarks and trade dress symbolize business goodwill of Gilead and are invaluable assets to Gilead.

## **B. HEAL THE WORLD’S PRINCIPALS**

28. Public records identify two principals for Heal the World: Defendants Nabila and Qaiser Chaudhary, who are husband and wife.

29. Nabila Chaudhary is listed as the president of Heal the World on its National Provider Identifier (“NPI”) listing.

30. Qaiser Chaudhary signed as an officer of the corporation for Heal the World’s certificate of assumed name.

31. Nabila and Qaiser Chaudhary were previously sued in this District, along with another pharmacy they owned at the time, for selling infringing, non-FDA-approved products through that pharmacy. *Abbott Labs. v. H&H Wholesale Servs.*, No. 15-cv-5826 (E.D.N.Y.). Nabila and Qaiser Chaudhary were personally served with process in that suit, but refused to participate in the litigation and willfully defaulted. A default judgment was entered against them in 2024.

32. Nabila and Qaiser's son, Defendant Hamza Chaudhary, is an off-the-books principal and/or owner of Heal the World and has responsibilities for the day-to-day running of the company. Hamza Chaudhary does not appear on any public filings for the company, but he lists himself as the "Business Owner" on Heal the World's Yelp page, where he touts the pharmacies' services. Several reviews for Health the World on Yelp and Google also Hamza Chaudhary as the owner and/or manager of the pharmacy.

**C. HEAL THE WORLD'S SALE OF COUNTERFEIT GILEAD-BRANDED HIV MEDICINE**

**1. The Patient Report**

33. On January 27, 2025, Gilead received a product complaint report from a patient who had received BIKTARVY<sup>®</sup> from Heal the World. The patient reported that their BIKTARVY<sup>®</sup> bottle did not contain enough tablets. The patient reported that although they had picked up a bottle of BIKTARVY<sup>®</sup> purporting to contain 30 tablets from Heal the World on January 4, 2025, and had taken one tablet a day, there were no more tablets left in the bottle on January 27, 2025.

**2. Gilead Confirms the Expiration Date is Fake and Obtains the Counterfeit BIKTARVY<sup>®</sup> from the Patient**

34. At Gilead's request, the patient sent a photograph of the complaint BIKTARVY<sup>®</sup> bottle, which included the lot number and expiration date on the label. The label listed an



expiration date of December 2026. Gilead checked its internal records and determined that that expiration date was fake. The lot number listed was a genuine lot of BIKTARVY®, but all authentic BIKTARVY® from that specific lot had an expiration date of November 2020 – which, obviously, had long since passed when the patient was dispensed the BIKTARVY® in 2025.

35. Gilead immediately arranged for the patient to send the now-empty BIKTARVY® bottle with the fake expiration date to Gilead for analysis.

### 3. Gilead’s Analysis Confirms the Label is a Counterfeit Replica

36. Gilead received the BIKTARVY® dispensed by Heal the World on or about January 29, 2025.

37. Although Gilead knew at the time it received the BIKTARVY® that it bore a fake expiration date, at first glance the BIKTARVY® dispensed by Heal the World appeared genuine. But upon closer examination, Gilead’s in-house experts conclusively determined the entirety of the label on the BIKTARVY® complaint bottle to be a counterfeit reproduction.

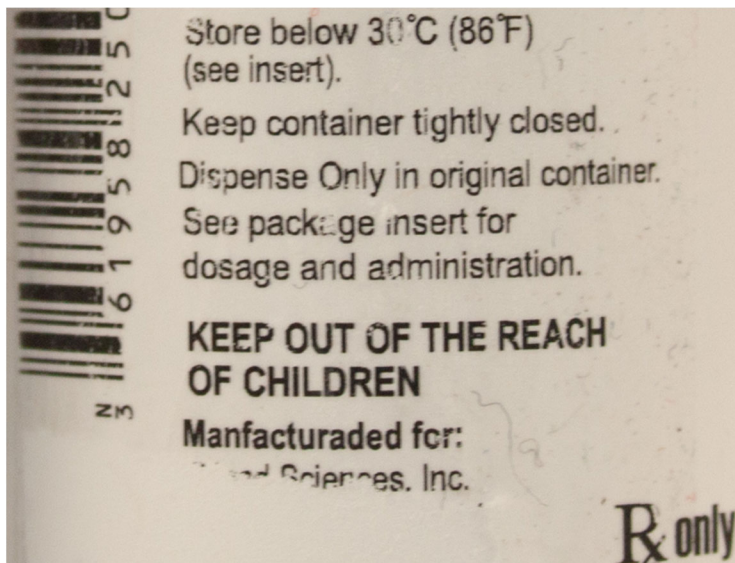
38. In addition to the fake expiration date, the counterfeit label bore several minute differences as compared to an authentic Gilead label.

39. Although the counterfeit BIKTARVY® faithfully replicated the text and images on the authentic product, including scientific terms like the active ingredients of the medicine, the counterfeit contains a clear typographical error. Where authentic BIKTARVY® says

“**Manufactured for:** Gilead Sciences, Inc.”, the counterfeit has a spelling error:

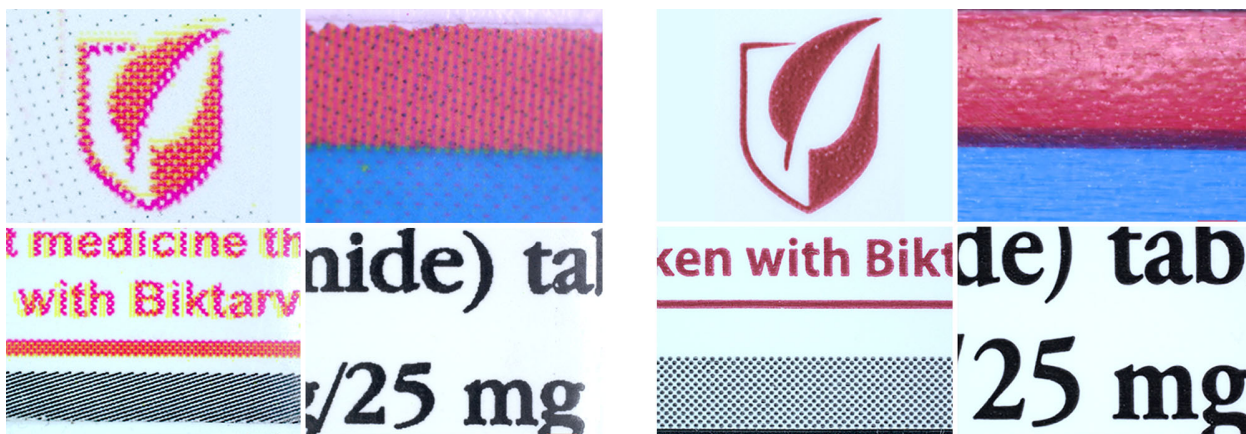
“**Manufacturaded** [*sic*] for:”

40. The same area of the counterfeit has another typographical error: the authentic BIKTARVY® says “Dispense only in original container,” but the counterfeit BIKTARVY® has an errant capitalization of *only*: “Dispense Only [*sic*] in original container.”




41. Authentic BIKTARVY® – which is highly regulated by the FDA – does not contain these typographical errors.

42. Gilead also conducted a microscopic analysis of the print on the counterfeit label. Although not apparent to the naked eye, under a microscope the differences between the high-quality printing on Gilead’s label and the lower-quality printing on the counterfeit label are clear:



Heal the World Label

Authentic Label

43. The counterfeit bears non-authorized counterfeit reproductions of several registered Gilead Marks, including GILEAD, BIKTARVY®, and .

**4. The Counterfeit BIKTARVY® Was Missing the Patient Information Outsert**

44. Authentic BIKTARVY® is distributed with the FDA-required Patient Information booklet folded up and affixed to the side of the bottle with adhesive. These Patient Information booklets are sometimes referred to as “outserts” (because they are on the outside of the bottles, as opposed to “inserts” inside a carton).

45. The counterfeit BIKTARVY® as dispensed by Heal the World did not have the FDA-required Patient Information outsert attached. As received by Gilead, the counterfeit BIKTARVY® bottle did not show any signs of adhesive residue, as would be expected if the booklet had once been present and then subsequently removed.

**5. The Contents of the Counterfeit BIKTARVY® Are Unknown, but It Was Not Filled by Gilead**

46. Because the patient that reported the counterfeit consumed all of the tablets inside the bottle before contacting Gilead, Gilead does not know what those tablets were, or what medicine (if any) they contained.

47. However, the patient reported that the counterfeit they received contained fewer than the 30 tablets that appear inside authentic bottles of BIKTARVY®. Those tablets were put inside the bottle by counterfeiters, and not by Gilead.

48. Given the nature of the counterfeit, including its fake expiration date, there is a very high risk that the tablets inside the bottle contained the wrong medicine or no medicine at all. There is also a high risk that, if there were any BIKTARVY® tablets inside the bottle, those tablets were adulterated, expired, damaged, or otherwise substandard and not safe or effective for patient use.

49. In addition to being counterfeit, the BIKTARVY® sold by Heal the World was materially different from authentic BIKTARVY® that Gilead sells it in the United States. The

counterfeit sold by Heal the World is also inconsistent with and undermines Gilead's bona fide quality-control measures for authentic BIKTARVY®.

**6. Heal the World Refuses to Disclose Where It Sourced the Counterfeit and Obstructs Gilead's Investigation**

50. Immediately after confirming that the BIKTARVY® dispensed by Heal the World had a fake expiration date, and then several times after receiving and examining the counterfeit from the patient, Gilead attempted to collect more information from Heal the World. Among other things, Gilead repeatedly attempted to obtain the "pedigree" for the counterfeit – a document that, among other things, traces the sale of a prescription product all the way back to the manufacturer, which Heal the World is required to maintain as a matter of federal law. On multiple occasions, Heal the World refused to provide the pedigree or any other information about the complaint BIKTARVY® bottle before hanging up on Gilead's quality-assurance representatives.

51. Eventually, someone at the pharmacy instructed Gilead to speak to the man he identified as Heal the World's owner: Defendant Hamza Chaudhary, providing his phone number and email address. When Gilead called Hamza Chaudhary, he denied being the owner of Heal the World and hung up the phone.

52. Gilead subsequently emailed the pharmacy owner at the email address given by the pharmacy, with the subject line "Counterfeit Bottle of BIKTARVY Dispensed by Heal the World Pharmacy," describing the evidence that the bottle was counterfeit, emphasizing the grave risk to patient safety posed by the counterfeit, and again seeking the pedigree and any other information the pharmacy could provide about the provenance of the counterfeit bottle. Gilead received an automatic notification that that email was successfully delivered, but Gilead never received a response.

53. Any legitimate pharmacy would be horrified to learn it had dispensed counterfeit HIV medicine and would do all in its power to identify the source of the counterfeit and stop it from happening again. The Defendants here instead obstructed Gilead's investigation and refused to provide any information about the counterfeit they sold.

54. The Defendants are willful counterfeiters. They either manufactured the counterfeit or knowingly purchased it from those who did. By willfully dispensing a fake bottle of Gilead-branded HIV medicine to a patient and then obstructing Gilead's investigation, the Defendants willfully put patients' health and safety at risk in order to turn an illicit profit.

**D. THE COUNTERFEIT LABEL IS DIFFICULT TO DETECT AND INDICATES A BROADER COUNTERFEITING SCHEME**

55. The counterfeit labelling at issue is sophisticated and difficult to detect. Although imperfect, the counterfeit label is on the whole an accurate replica of an authentic Gilead label. It is designed to deceive, and has been and will be successful in deceiving, pharmacies and patients into believing it to be a genuine Gilead label for genuine Gilead product.

56. Moreover, the counterfeit label is affixed to the bottle firmly and professionally. Even after being dispensed, handled by the patient, and delivered to Gilead, the counterfeit label did not show any of the skewing/misalignment, bubbling, stretching, tearing, lifted corners, or other imperfections typically associated with counterfeit labels, especially those affixed to cylindrical surfaces. It would be virtually impossible to apply the counterfeit label in this manner by hand.

57. Counterfeiters are very unlikely to incur the significant up-front cost of creating a sophisticated counterfeit labeling apparatus in order to manufacture only a handful of counterfeits.

58. For the reasons set forth above, Gilead alleges that Defendants and/or their co-conspirators have willfully and knowingly manufactured, sold, and/or dispensed many more counterfeits of Gilead-branded HIV medicines, and continue to do as of the date of this Complaint, putting patients at risk.

**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF  
FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114(1)(A))  
(Against all Defendants)**

59. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.

60. In violation of 15 U.S.C. § 1114(1)(a), Defendants, independently and in conspiracy with one another, used in U.S. commerce, without Gilead's consent, either a reproduction, counterfeit, copy or colorable imitation of the Gilead Marks and the Gilead Trade Dress in connection with the sale, offering for sale, distribution, or advertising of counterfeit Gilead products; in connection with the sale, offering for sale, distribution, or advertising of Gilead products with altered, falsified, and/or nonexistent pedigrees and/or outserts that are materially different from authentic Gilead products authorized for sale by Gilead in the United States and that are not subject to and subvert Gilead's quality-control measures; and in connection with which such use that is likely to cause confusion, or to cause mistake, or to deceive.

61. Defendants' actions constitute willful infringement of Gilead's exclusive rights in the Gilead Marks and Gilead Trade Dress.

62. Defendants are directly, contributorily, and vicariously liable for their infringement.

63. As a direct and proximate result of Defendants' conduct, Gilead has suffered irreparable harm to the valuable Gilead Marks and Gilead Trade Dress and their reputation in the industry. Unless Defendants are restrained from further infringement of the Gilead Marks and Gilead Trade Dress, Gilead will continue to be irreparably harmed.

64. Gilead has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

65. As a direct and proximate result of Defendants' conduct, Gilead has suffered damages to the valuable Gilead Marks and Gilead Trade Dress and other damages in an amount to be proved at trial.

**SECOND CLAIM FOR RELIEF**  
**FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114(1)(B))**  
**(Against all Defendants)**

66. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.

67. In violation of 15 U.S.C. § 1114(1)(b), Defendants, independently and in conspiracy with one another, reproduced, counterfeited, copied, or colorably imitated the registered Gilead Marks and Gilead Trade Dress belonging to Gilead and applied such reproduction, counterfeit, copy or colorable imitation to labels, signs, prints, packages, wrappers, receptacles, or advertisements intended to be used in commerce upon or in connection with the offering for sale, distribution or advertising of counterfeit Gilead products; in connection with the sale, offering for sale, distribution, or advertising of Gilead products with altered, falsified, and/or nonexistent pedigrees and/or outserts that are materially different from authentic Gilead products authorized for sale by Gilead in the United States and that are not subject to and subvert

Gilead's quality-control measures; and in connection with such use that is likely to cause confusion, to cause mistake, or to deceive.

68. For example, and without limitation, the Defendants used counterfeit, reproduced, copied, or colorably imitated Gilead Marks on the labels of the counterfeit Gilead HIV medicines they purchased, advertised, and sold.

69. Defendants' actions constitute willful infringement of Gilead's exclusive rights in the Gilead Marks and Gilead Trade Dress.

70. Defendants are directly, contributorily, and vicariously liable for their infringement.

71. As a direct and proximate result of Defendants' conduct, Gilead has suffered irreparable harm to the valuable Gilead Marks and Gilead Trade Dress and their reputation in the industry. Unless Defendants are restrained from further infringement of the Gilead Marks and Trade Dress, Gilead will continue to be irreparably harmed.

72. Gilead has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

73. As a direct and proximate result of Defendants' conduct, Gilead has suffered damages to the valuable Gilead Marks and Gilead Trade Dress and other damages in an amount to be proved at trial.

**THIRD CLAIM FOR RELIEF**  
**FALSE DESCRIPTION AND DESIGNATION OF ORIGIN IN COMMERCE**  
**(Against all Defendants)**

74. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.



75. In violation of 15 U.S.C. § 1125(a)(1)(A), Defendants, independently and in conspiracy with one another, in connection with the counterfeit Gilead medicines, and in connection with Gilead products with altered, falsified, and/or nonexistent pedigrees and/or outserts that are materially different from authentic Gilead products authorized for sale by Gilead in the United States, and/or that are not subject to and subvert Gilead's quality-control measures, used in commerce a slogan, trade dress, word, term, name, symbol, or device, or any combination thereof, or a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which was or is likely to cause confusion or to cause mistake, or to deceive as to an affiliation, connection, or association with Gilead.

76. Defendants' actions constitute willful infringement of Gilead's exclusive rights in the Gilead Marks and Gilead Trade Dress.

77. Defendants are directly, contributorily, and vicariously liable for their infringement.

78. As a direct and proximate result of Defendants' conduct, Gilead has suffered irreparable harm to the valuable Gilead Marks and Gilead Trade Dress and their reputation in the industry. Unless Defendants are restrained from further infringement of the Gilead Marks and Gilead Trade Dress, Gilead will continue to be irreparably harmed.

79. Gilead has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

80. As a direct and proximate result of Defendants' conduct, Gilead has suffered damages to the valuable Gilead Marks and Gilead Trade Dress and other damages in an amount to be proved at trial.

**FOURTH CLAIM FOR RELIEF**  
**FEDERAL FALSE ADVERTISING**  
**(Against all Defendants)**

81. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.

82. In violation of 15 U.S.C. § 1125(a)(1)(B), Defendants, independently and in conspiracy with one another, in connection with the sale of counterfeit Gilead medicine, and in connection with the sale of Gilead products with altered, falsified, and/or nonexistent pedigrees and/or outserts that are materially different from authentic Gilead products authorized for sale by Gilead in the United States and that are not subject to and subvert Gilead's quality-control measures, used a slogan, trade dress, word, term, name, symbol, or device, or any combination thereof, or a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which in commercial advertising or promotion, misrepresents the nature, characteristics, and qualities of the counterfeit Gilead medicine.

83. Defendants advertised, marketed, and promoted the counterfeit Gilead products, and the materially different Gilead products with altered, falsified, and/or nonexistent pedigrees and/or outserts, to the public, and/or to specific segments of the public, using the Gilead Marks and Gilead Trade Dress, as well as other intellectual property belonging to Gilead.

84. Defendants' actions constitute willful infringement of Gilead's exclusive rights in the Gilead Marks and Gilead Trade Dress.

85. Defendants are directly, contributorily, and vicariously liable for their infringement.

86. As a direct and proximate result of Defendants' conduct, Gilead has suffered irreparable harm to the valuable Gilead Marks and Gilead Trade Dress and their reputation in the

industry. Unless Defendants' conduct is restrained, Gilead will continue to be irreparably harmed.

87. Gilead has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

88. As a direct and proximate result of Defendants' conduct, Gilead has suffered damages to the valuable Gilead Marks and Gilead Trade Dress and other damages in an amount to be proved at trial.

**FIFTH CLAIM FOR RELIEF**  
**NEW YORK DECEPTIVE BUSINESS PRACTICES**  
**(Against all Defendants)**

89. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.

90. In violation of New York General Business Law § 349, Defendants, independently and in conspiracy with one another, are selling, offering for sale, and/or distributing counterfeit, altered, and/or falsified products unlawfully bearing the Gilead Marks and Gilead Trade Dress.

91. As a direct and proximate result of Defendants' deceptive conduct, Gilead has suffered irreparable harm to the valuable Gilead Marks and Gilead Trade Dress and their reputation in the industry. Unless Defendants are restrained from further infringement of the Gilead Marks and Gilead Trade Dress, Gilead will continue to be irreparably harmed.

92. Gilead has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

**SIXTH CLAIM FOR RELIEF**  
**COMMON-LAW UNFAIR COMPETITION**  
**(Against all Defendants)**

93. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.

94. In violation of the common law of the State of New York and elsewhere, Defendants, independently and in conspiracy with one another, have unfairly competed with Gilead by selling the counterfeit, altered, and/or falsified products.

95. As a direct and proximate result of Defendants' unfair competition, Gilead has suffered irreparable harm to the valuable Gilead Marks and Gilead Trade Dress and their reputation in the industry. Unless Defendants' conduct is restrained, Gilead will continue to be irreparably harmed.

96. Gilead has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

97. As a direct and proximate result of Defendants' unfair competition, Gilead has suffered damages to the valuable Gilead Marks and Gilead Trade Dress and other damages in an amount to be proved at trial.

**SEVENTH CLAIM FOR RELIEF**  
**COMMON-LAW UNJUST ENRICHMENT**  
**(Against all Defendants)**

98. Gilead realleges and incorporates by reference the paragraphs above as if fully set forth herein.

99. By selling the counterfeit, altered, and/or falsified products bearing Gilead's valuable trademarks independently and in conspiracy with one another, Defendants have been

unjustly enriched at Gilead's expense in violation of the common law of New York and elsewhere.

100. Under principles of equity, Gilead is entitled to restitution and/or disgorgement of Defendants' ill-gotten gains.

**PRAYER FOR RELIEF**

WHEREFORE, Gilead demands judgment against Defendants as follows:

- A. preliminarily and permanently enjoining, each and every one of the Defendants and their subsidiaries, parents, affiliates, agents, servants, employees, members, directors, officers, and attorneys, and those persons in active concert or participation with them:
- (i) from buying, selling, or dispensing any Gilead medicine, whether genuine or counterfeit;
  - (ii) from using any of the Gilead Marks and Gilead Trade Dress or any marks confusingly similar thereto in connection with the manufacture, sale, offer for sale, distribution, advertisement, or any other use of medicine;
  - (iii) from using any logo, trade name, or trademark confusingly similar to any of the Gilead Marks and Gilead Trade Dress, which may be calculated to falsely represent or which has the effect of falsely representing that the services or products of Defendants or of others are sponsored by, authorized by, or in any way associated with Gilead;
  - (iv) from directly, contributorily, and vicariously infringing any of the Gilead Marks and Gilead Trade Dress;

- (v) from otherwise unfairly competing with Gilead in the manufacture, sale, offering for sale, distribution, advertisement, or any other use of Gilead medicines;
- (vi) from falsely representing themselves as being connected with Gilead or sponsored by or associated with Gilead or engaging in any act which is likely to cause the trade, retailers, and/or members of the purchasing public to believe that Defendants, or any of them, are associated with Gilead;
- (vii) from using any reproduction, counterfeit, copy, or colorable imitation of any of the Gilead Marks and Gilead Trade Dress in connection with the publicity, promotion, sale, or advertising of medicines;
- (viii) from affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation including words or other symbols tending to falsely describe or represent such goods as being authentic Gilead medicines and from offering such goods in commerce;
- (ix) from destroying any records documenting the manufacture, sale, offer for sale, distribution, advertisement, or receipt of any product purporting to be Gilead medicines, including without limitation any records concerning any insurance claims or payments with regard to such products; and

(x) from assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (x) above; and

B. ordering that, within fifteen days after the entry and service of a preliminary or permanent injunction, Defendants serve and file a written report under oath setting forth in detail the manner and form in which they have complied with the injunction; and

C. ordering that all infringing material be turned over, seized, impounded, and/or destroyed; and

D. awarding to Gilead punitive damages from each Defendant in an amount to be ascertained at trial, but in no event less than \$10 million; and

E. awarding to Gilead statutory, actual damages, or threefold damages in an amount to be ascertained at trial, and costs and attorney's fees; and

F. awarding to Gilead an accounting, and an award of: (i) all ill-gotten profits from Defendants' manufacture, sale, and/or distribution of the counterfeit medicine; (ii) Gilead's lost profits; and (iii) Gilead's remedial costs; and

G. awarding to Gilead pre-judgment and post-judgment interest; and

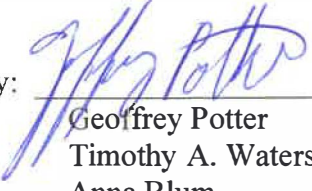
H. awarding such other and further relief to Gilead as may be just, proper, and equitable.

### **JURY DEMAND**

Gilead hereby demands a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all claims and issues so triable.

Dated: New York, New York  
March 17, 2025

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