

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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GILEAD SCIENCES, INC., *et al.*, :
 :
 Plaintiffs, : Case No. 21-cv-4106-AMD-JAM
 :
 v. :
 :
 SAFE CHAIN SOLUTIONS, LLC, *et al.*, :
 :
 Defendants. :
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**CONSENT JUDGMENT AND PERMANENT INJUNCTION
AS TO SAFE CHAIN SOLUTIONS, LLC, PATRICK BOYD, AND CHARLES BOYD**



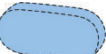




On consent of Plaintiffs Gilead Sciences, Inc., Gilead Sciences Ireland UC, and Gilead Sciences, LLC (together, “Gilead” or “Plaintiffs”) and Defendants Safe Chain Solutions, LLC, Patrick Boyd, and Charles Boyd (collectively, “Safe Chain”), and pursuant to Fed. R. Civ. P. 54(b), it is hereby ORDERED, ADJUDGED, and DECREED:

1. Safe Chain, and their predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, is enjoined from importing, purchasing, selling, distributing, marketing, or otherwise using in commerce in the United States any Gilead Products (as defined below), including authentic products, or assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in this paragraph.

2. The “Gilead Products” are defined as all products manufactured by or sold by Gilead or its subsidiaries in the United States, including but not limited to all products bearing

anywhere any of the Gilead Marks (as defined below), whether on the product itself or any of its packaging.

3. The “Gilead Marks” include the following:

Trademark	Registration Number	Registration Date
GILEAD	3251595	June 12, 2007
	2656314	December 3, 2002
GSI	3890252	December 14, 2010
BIKTARVY	5344455	November 28, 2017
DESCOVY	4876632	December 29, 2015
DESCOVY FOR PREP	5912591	November 19, 2019
9883	5467392	May 15, 2018
	5636131	December 25, 2018
	5906177	November 12, 2019
	5030567	August 30, 2016
	5154303	March 7, 2017
TRUVADA	2915213	December 28, 2004
GENVOYA	4797730	August 25, 2015
ATRIPLA	3276743	August 7, 2007
RANEXA	3094007	May 16, 2006
VOSEVI	5259592	August 8, 2017
STRIBILD	4263613	December 25, 2012
	6031751	April 14, 2020
SOVALDI	4468665	January 21, 2014
	5018106	August 9, 2016
7977	4585257	August 12, 2014

4. Nothing in this Consent Judgment and Permanent Injunction prohibits Charles Boyd and/or Patrick Boyd from purchasing any Gilead Product, as defined above, for their own personal medical use (not for resale) in accordance with all applicable laws or owning less than 5% of any public company.

5. Safe Chain, on behalf of themselves and their officers, directors, owners, predecessors, successors, assigns, agents, and representatives hereby assign to Plaintiffs any and all claims for damages and restitution against all other Defendants in the Action and/or third

parties, permissive or mandatory, asserted or unasserted, anticipated or unanticipated, known or unknown at this time or at any time prior to the date hereof, existing from the beginning of the world through the effective date of the Settlement Agreement executed between Safe Chain and Gilead (the “Settlement Agreement”) and arising from or relating to Safe Chain’s purchase or sale of Gilead Products.

6. Following entry of the Consent Judgment and Permanent Injunction, to ensure Safe Chain’s compliance with this Consent Judgment and Permanent Injunction, Gilead shall have the right, upon at least thirty days prior written notice, to have an independent firm, at Gilead’s expense, audit Safe Chain records of purchases and sales of all products purchased or sold by Safe Chain after the date of this Consent Judgment. The independent firm shall not be permitted to provide any information discovered during any such audit to Gilead unless it relates to (a) Gilead-branded products; or (b) Safe Chain’s lack of compliance with this Consent Judgment and Permanent Injunction. Gilead’s right to demand such an audit shall not be exercised more than once in any twelve-month period.

7. In addition to other remedies, including damages, for contempt of this Permanent Injunction, in the event of breach or violation of the terms of this Permanent Injunction by Safe Chain, or their predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, Gilead is entitled to a preliminary and permanent injunction against the breaching conduct solely upon a showing of likelihood of success of establishing that such a breach occurred. In addition, Gilead shall be entitled to recover its actual attorneys’ fees and investigatory fees for investigating and demonstrating that Safe Chain has violated this Consent Judgment and Permanent Injunction.

8. This Consent Judgment is entered pursuant to Fed. R. Civ. P. 58, and this action is hereby dismissed against Safe Chain Solutions, LLC, Charles Boyd, and Patrick Boyd with prejudice, and Safe Chain’s counterclaims against Gilead (*see* Dkt. No. 899) also are dismissed with prejudice, without costs or attorneys’ fees, save that this District Court shall retain jurisdiction over this action, including over Safe Chain, for matters relating to implementation of, or disputes arising out of, this Consent Judgment or the settlement of this action.

9. If a court of competent jurisdiction finds that Safe Chain has violated the prohibitions of this Consent Judgment and Permanent Injunction, Gilead is entitled at its election to either liquidated damages of one hundred times (100x) the U.S. Wholesale Acquisition Cost (“WAC”) of the authentic Gilead product that Safe Chain sold (individually, or on its behalf by their principals, agents, attorneys, members, servants, employees, directors, officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries, and all other persons in active concert or participation with them) or Gilead’s actual, statutory, and punitive damages as may be permitted by law. In any action, regardless of which measure of damages Gilead selects, Gilead shall be entitled to recover its actual attorneys’ fees and investigatory fees for finding and demonstrating that Safe Chain has violated this Consent Judgment and Permanent Injunction.

10. Safe Chain relinquishes all rights to the funds/cash values in the accounts identified below (the “Frozen Settlement Funds”):

Bank Name/Insurance Company	Account Title/Policy Holder	Account Number Ending In	Balance/Net Cash Surrender Value (Current)
Univest Bank and Trust Co.	Equitable Trust Account	4019	\$1,925,160.35
Wells Fargo Advisors	Charles & Christi Boyd Investment Account	6080	\$576,922.66
BayVanguard Bank (1880 Bank)	P. Boyd personal checking Account	4995	\$275.16

Queenstown Bank of Maryland	Dorchester Holdings LLC Account	3201	\$48,985.41
New York Life Insurance Company	Charles Boyd	24174858	\$76,513.84
New York Life Insurance Company	Charles Boyd	794414459	\$24,895.47
New York Life Insurance Company	Patrick Boyd	24174966	\$77,358.42
TOTAL			\$2,730,111.31

11. The Court's Asset Freeze Order (Dkt. No. 19, as modified by Dkt. Nos. 28, 121, 401) as to Safe Chain Solutions, LLC, Charles Boyd, and Patrick Boyd, is hereby MODIFIED as follows:

- a. Counsel for Plaintiffs or Safe Chain may immediately serve this order upon the financial institutions identified or described in Paragraph 10.
- b. Upon service of this Order on any of the financial institutions or life insurance companies identified or described in Paragraph 10, such financial institution shall immediately liquidate all holdings in the accounts and then wire all funds (net of any transaction or broker fees associated with liquidating those assets) in the accounts identified or described in Paragraph 10 to a non-interest-bearing escrow account held by counsel for Plaintiffs at Citibank, Private Banking Division, 153 East 53th Street, New York, NY 10022, ABA # 021000089, Swift # CITIUS33, Account # 54371288, Account Name Patterson Belknap Webb & Tyler LLP Attorney Trust Account-IOLA. Confirmation of the date and amount of each wire transfer shall be sent to counsel for Gilead at GPotter@pbwt.com and counterfeitgileadmedications@pbwt.com and counsel for Safe Chain at

amateis@wmclaw.com, wcopley@wmclaw.com, mkrauss@wmclaw.com,
and wjacobs@wmclaw.com.

- c. Immediately following the completion of any transfer set forth in Paragraph 11.b above, the financial institution that has completed the transfer shall promptly provide notice to counsel for both Gilead and Safe Chain that the transfer is complete, at the following email addresses: For Gilead, gpotter@pbwt.com and counterfeitGileadmediations@pbwt.com; and for Safe Chain: amateis@wmclaw.com, wcopley@wmclaw.com, mkrauss@wmclaw.com, and wjacobs@wmclaw.com. Upon receipt of the funds, Gilead's counsel shall promptly confirm by reply email to both the financial institution completing the transfer and Safe Chain's counsel that the transferred funds were received.

12. Consistent with the foregoing, the Court's asset freeze order (Dkt. No. 19, as modified by Dkt. Nos. 28, 121, 401) as to Safe Chain Solutions, LLC, Charles Boyd, and Patrick Boyd only is otherwise hereby DISSOLVED, but—unless and until further order of this Court—otherwise remains in effect as to any other parties to which it applies as of the date of this order.

13. Signatures to this Consent Judgment transmitted electronically or by facsimile shall be deemed original.

[signatures on following page]


DATED: February 19, 2024

CONSENTED AND AGREED TO BY:

PATTERSON BELKNAP WEBB & TYLER LLP

WEISBROD MATTEIS & COPLEY PLLC

By: _____



Geoffrey Potter
Timothy A. Waters
Thomas P. Kurland
Gizele Rubeiz

1133 Avenue of the Americas

New York, NY 10036-6710

T: 212-336-2000

F: 212-336-2222

E: gpotter@pbwt.com

twaters@pbwt.com

tkurland@pbwt.com

grubeiz@pbwt.com

*Attorneys for Plaintiffs
Gilead Sciences, Inc., et al.*

By: _____

/s/ August J. Matteis, Jr.

August J. Matteis, Jr.

William E. Copley

Matthew Krauss

William E. Jacobs

3000 K Street NW, Suite 275

Washington, DC 20007

T: 202-499-7910

E: amatteis@wmclaw.com

wcopley@wmclaw.com

mkrauss@wmclaw.com

wjacobs@wmclaw.com

*Attorneys for Defendants Safe Chain
Solutions, LLC, Patrick Boyd, and Charles
Boyd*

IT IS SO ORDERED

HON. ANN M. DONNELLY, U.S.D.J.

Dated: _____, 2024