

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

GILEAD SCIENCES, INC. and GILEAD
SCIENCES IRELAND UC,

Plaintiffs,

-against-

CITY PLUS CASE PHARMACY INC.
D/B/A HEAL THE WORLD PHARMACY,
NABILA CHAUDHARY, QAISER
CHAUDHARY and HAMZA
CHAUDHARY,

Defendants.

Case No.: 1:25-cv-01469-RER-RML

DECLARATION OF HAMZA CHAUDHARY

Pursuant to 28 U.S.C. § 1746, I, HAMZA CHAUDHARY, state under penalty of perjury:

1. I am a named Defendant herein. I make this Declaration in opposition to Gilead's Motion for Case-Ending Sanctions.

2. I have never knowingly had any connection to any counterfeit Biktarvy.

3. I have provided my counsel with all available records from all of my bank and brokerage accounts beginning in November of 2019. It is my understanding that my counsel have produced all of those records to Gilead.

4. I have never owned any real property.

5. Based on wire transfers in Gilead's Exhibit 5, Gilead asserts that I have a Faysal Bank account. That is not my account. As Gilead can see, the name on the Faysal bank account is Hamza **Shahzad** Chaudhary. My name is Hamza **Mahmud** Chaudhary. Please see **Exhibit N**, a redacted but otherwise true copy of my New York State Driver's License.

6. The sender of those wires to Hamza Shahzad Chaudhary was a company called Unity Technologies in San Francisco. Gilead' Exhibit 5 CONFIDENTIAL IR7342-

SCBNY000001. I have no connection to Unity Technologies and never received any money from them. Here is the LinkedIn profile of a Unity Technologies developer whose name is Hamza Chaudhary who lives in Pakistan: <https://www.linkedin.com/in/hamza-chaudhary-024447107/?originalSubdomain=pk>.

7. I have never had any responsibilities in connection with any pedigree information for any pharmaceuticals that Heal the World dba City Care Plus Pharmacy (“HTW”) was required to maintain. I have never possessed any such records. I do not know anything about how I could obtain them. I had never heard the term in connection with pharmacy business until the day of the seizure. On the day of the seizure, I was in the store and somebody asked me if I knew where the pedigrees were. I thought she must be talking about dog food or baby food. They explained to me that it was a kind of invoice.

8. They asked me who the owner was and I told them Shumaila Arslan (“Shumaila”) was the owner.

9. After the sale of HTW to Shumaila in January of 2022 until after the seizure, my only responsibilities at HTW were running the over the counter (“OTC”) register, pricing OTC items, stocking OTC shelves, and doing pickups and deliveries. The pickups and deliveries sometimes included pharmacy items.

10. The only times I provided any medication to HTW was when HTW needed the medication and a pharmacist told me they had arranged with another pharmacy to borrow some of their stock until we stocked more. On those occasions, I simply picked up the medication and brought it back to HTW. My understanding is that that is a standard practice among pharmacies.

11. Also, when a medication is picked up by or delivered to a patient, or delivered to the patient's house, the patient will sometimes return the medication if they have too much. In that case, the pharmacist would reverse the claim.

12. The customer could return a different medication than what they received. It's a possibility that a customer could keep the original and return a counterfeit.

13. I had no responsibility to determine whether any Biktarvy was counterfeit and no reason to believe that any Biktarvy was counterfeit.

14. Martin Jacob was the Supervising Pharmacist at HTW at all times from January of 2022, when my mother, Nabila Chaudhary, sold HTW to Shumaila Arslan, until after Gilead's seizure in March of 2025.

15. I believe that, after my mother sold HTW to Shumaila, it was Martin's responsibility, as the Supervising Pharmacist, to ensure that all medicines had any required documentation, and to maintain all required records. Martin may have failed to record any allegedly counterfeit Biktarvy, or to detect any bottles of counterfeit Biktarvy if HTW received any, or he may have been the source of any counterfeit bottles.

16. Martin's assertion that the screen shots he produced and provided showed conversations with me are categorically wrong. I did not write any of the messages attributed to me in those screen shots.

17. Martin did not follow what I understood to be a Supervising Pharmacists responsibilities.

18. I know almost nothing about the law of Supervising Pharmacists, but I do know that they are required to be at the pharmacy for at least 30 hours per week.

19. Martin was almost never at HTW. Most weeks he was not there at all. There were full months when he did not appear at HTW.

20. At the same time that Martin was the Supervising Pharmacist at HTW, he simultaneously held positions with hospitals and other pharmacies, and he had his own business placing vending machines that sold OTC pharmacy items. Other hospitals he worked for included Elmhurst Hospital, Jamaica Hospital, Hackensack Hospital, Good Samaritan Hospital, Lenox Hill Hospital, and Jersey City Medical Center. I believe that he worked at all of those hospitals at points in time between the time Shumaila Arslan bought HTW from my mother and the time of the seizure in March of 2025.

21. I am certain that his time sheets from those hospitals would prove that he could not possibly have even remotely fulfilled the time requirements of being the Supervising Pharmacist at HTW.

22. Martin told me and other employees of HTW that if one of those hospitals called asking about whether he was there at HTW at the time, we should respond that Martin was there even if he was not, and that we should tell the caller that Martin was the Supervising Pharmacist at HTW.

23. Every day that Martin showed up to work at HTW, he would go down into HTW's basement to vape cannabis during working hours, sometimes more than once a day. I would smell it when I went down to the basement afterwards. Sometimes he smoked cannabis down there as well.

24. I often had to go through the pharmacy to use the bathroom or to get supplies from the basement. I could see that, when Martin was there, the pharmacy area looked very disorganized.

25. Martin was also often very nervous and panicky. Whenever a client had a complaint, for example if they did not receive their medicine when they expected to, Martin got nervous and went to vape some nicotine before returning to the conversation.

26. Martin once got so panicky that he actually cried in front of me. He explained that while he was working at another pharmacy, he had a friend who needed oxycodone without a prescription, that Martin took some expired oxycodone from that pharmacy, that he gave it to his friend, and that his friend then overdosed and died. Martin was terrified that the police might find out and arrest him.

27. Martin asked me if he could have some of my urine to use at a drug screening test. I refused. He told me that on at least three occasions he had bought synthetic urine in order to pass drug tests.

28. Martin never dressed professionally at HTW. He usually wore shorts and a tee shirt. He rarely wore a name tag. Whenever a pharmacy inspector came, Martin Jacob would quickly put a name tag on.

29. Customers were surprised to learn that Martin was the pharmacist in charge.

30. Martin was technically proficient with computers. He brought his own laptop to HTW. He also watched YouTube videos about computer technology while he was at work at HTW.

31. Based on what I know about Martin, I have no doubt that he could have created those screen shots defensively, perhaps using another phone along with his own, to distract Gilead from focusing on Martin himself.

32. Gilead accuses us of hiding assets. We did not originally understand the scope of what was required as we did not receive proper legal representation. As of today, we have provided Gilead with all of the information about all of our assets they sought.

33. It is false for Gilead to say that all three of us used the pharmacy email. That seems to be Gilead's inference from our former lawyer's statement in Gilead's Ex. 25 that he used that email for all of his written communications with us. In fact, neither my mother nor my father ever used the pharmacy email at all. Only I did, because I was working there, and I told my parents about the messages from the lawyers and sometimes responded in writing using that email account.

34. I misspoke in my first interrogatory responses when I said that my phone was seized. The amended responses correctly state that I lost that phone.

35. The manager of City Plus Care paid the lease on my car. Instead of hiring new employees for delivery at \$700 per week or \$2,800 per month, the manager, Abdul, gave me delivery responsibility and paid my car installments, which were about \$1,000 per month. That saved \$1,800 per month.

36. I only received \$55,000 from Marga Pharmacy. That was in 2022. It is my understanding that my father deposited those checks into my account because the payor owed my father money, my father told the payor I needed money, and so the payor had made the checks out to me.

37. In 2025, when Gilead froze the bank accounts of HTW, Arslan Sheikh was out of the country immediately after the seizure. He told me to try to get his money unfrozen to pay HTW bills, and I conveyed that to my father and our former counsel. We did not "retain" our former counsel on behalf of HTW; we just asked them to help because Arslan Sheikh was not around to deal with it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on January 19, 2026



HAMZA CHAUDHARY

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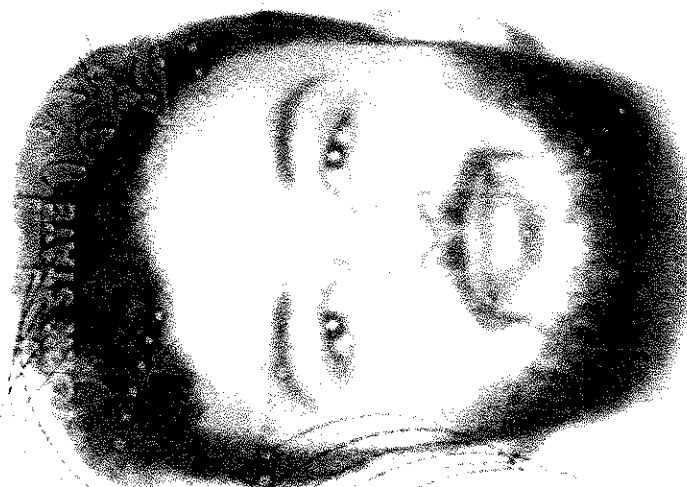
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Hamza

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Issued 08/09/2024

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