

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

GILEAD SCIENCES, INC. and GILEAD
SCIENCES IRELAND UC,

Plaintiffs,

-against-

CITY PLUS CARE 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 QAISER CHAUDHARY

Pursuant to 28 U.S.C. § 1746, I, QAISER 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 also provided my counsel with identifying information for all of my real properties, including my sole property in Pakistan, and it is my understanding that my counsel have produced all of that information to Gilead.

5. On January 24, 2022, my wife, Nabila Chaudhary ("Nabila") sold City plus Care Inc. dba Heal the World Pharmacy ("HTW") to Shumaila Arslan ("Shumaila"). After that, I received checks from HTW because Shumaila owed me over a million dollars for her purchase of

HTW and another pharmacy, described further below. I also did repair work of the roof and floor of HTW.

6. Before Nabila sold HTW to Shumaila, I managed HTW. After the sale, I had no ability to control HTW or to access any records of HTW.

7. From the time we sold HTW to Shumaila on January 24, 2022 to after the seizure on March 19, 2025, the Supervising Pharmacist of HTW was Martin Jacob (“Martin”). During that period, Martin had the main responsibility 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. He would know everything about any Biktarvy or counterfeit Biktarvy handled by HTW. Secondly, Shumaila’s husband and Shumaila would have any responsibility as the owners, officers, and manager of HTW. Neither I nor Nabila nor Hamza had any such responsibility.

8. I wonder why Gilead did not sue Martin, as Martin was the Supervising Pharmacist from January 24, 2022 through Gilead’s seizure on March 19, 2025.

9. Gilead accuses us of hiding assets. Our former lawyers did not originally explain the scope of what was required and we received poor representation. As of today, we have provided Gilead with all of the information about all of our assets the Court Ordered us to disclose.

10. We have provided Gilead with all available account statements for all Pakistani bank accounts we ever had since November of 2019. We never had any Pakistani brokerage accounts.

11. We have also provided all available statements for our United States bank and brokerage accounts since 2019. We do not have any bank or brokerage accounts anywhere else.

12. I first came to the United States in 1979. I traveled back and forth between the United States and Pakistan until I began living here in about 1990. Even after I began living here, I traveled back and forth to Pakistan. I am still very bad at reading written English, especially under time pressure. I also have difficulty understanding spoken questions in English, particularly when being asked very precise questions by a lawyer in a stressful situation like my deposition. Because of that, I was often confused at my deposition and some of my responses were confused and not accurate.

13. I was not able to obtain information from certain Pakistani bank accounts without physically appearing there. I had to travel to Pakistan to retrieve the missing information. Therefore, I traveled to Pakistan in October of 2025 for the purpose of obtaining account information.

14. By the end of 2024, I had transferred most of my family's assets to the United States. As of March 1, 2025, we only had \$62,839.36 in Pakistani banks. Now, all Pakistani bank accounts are closed.

15. Here is a list of all of my and my wife's former bank accounts in Pakistan since 2019, the amount of funds in each account as of March 1, 2025, and what happened to the remaining funds:

<u>Bank</u>	<u>Acct #</u>	<u>End</u>	<u>Owner</u>	<u>As of 3/1/2025</u>	<u>Currency</u>	<u>Notes</u>
Dubai Bank	5001		Qaiser	39,681.00	PKR	Approx. \$141.66, paid into my Citibank account ending in 4859 and from there into court.
MCB	1563		Qaiser	50,832.07	USD	Repayment of a loan: \$50,832.07 paid to Muhammad Umer Farooq 6/24/2025

MCB	6511	Nabila	4,611.84	USD	Paid it into my Citibank account ending in 4859 and from there into court.
National Bank of Pakistan	5190	Nabila	0.00		Old account.
Silk Bank	0037	Qaiser	5,296.99	USD	Used to pay for trip to Pakistan to get bank account information
Silk Bank	0015 or 0018	Qaiser	547,922.00	PKR	PKR 547,922 (approx \$1,956.08) withdrawn 8/30/2025 to pay for Pakistan trip
Standard Chartered Bank (Pakistan) Ltd.	7301	Qaiser	0.00	USD	

16. As shown above, by traveling to Pakistan, in addition to obtaining the information that Gilead sought, I was able to pay approximately \$4,753 to the Clerk of the Court.

17. As of March 1, 2025, I only had one piece of real property in Pakistan, and I have not acquired any real property since that date. That property produced \$200 per month in rent. A family friend collected the rent and used it all to pay charges on the property, erasing any income. The property has not been rented for the past six months. Apart from our home in Roslyn Heights, we do not have any other real property in Pakistan or the United States or anywhere else.

18. In our initial disclosures, I did not include my money in my brokerage account because I did not understand at first that that was supposed to be disclosed.

19. I believe that my former lawyer mistakenly thought from the outset that my wife still owned HTW in 2025, despite the fact that she sold it in January of 2022, and that Shumaila

became its only owner and officer. **Exhibit A** (Asset Purchase Agreement from Nabila to Shumaila); **Exhibit B** (Bill of Sale from Nabila to Shumaila); **Exhibit C** (cancelled check “down payment” of \$100,000 from Shumaila to Nabila); **Exhibit D** (Minutes of Special Meeting of HTW, dated January 24, 2022 showing Shumaila as President of HTW); **Exhibit E** (Stock Certificate and stub dated January 24, 2022, showing Nabila as transferor and Shumaila as transferee); **Exhibit F**, (Shumaila’s Citibank application for HTW of February 15, 2022 as President and Owner of HTW); **Exhibit G** (Response to the Chaudhary Defendants’ Subpoena to the New York State Department of Education (“DOE”), at CHAUD2544-CHAUD2546); **Exhibit H** (Shumaila’s January 17, 2023 account application on behalf of HTW to TD Bank, listing Shumaila as “President”); **Exhibit I** (Shumaila’s Declaration dated May 1, 2025 stating that she is HTW’s sole owner); **Exhibit J** (transcript of Shumaila’s deposition of August 19, 2025), at 21:11-13:25; . The last was her statement under penalty of perjury dated January 12, 2025, in support of HTW’s Motion to Vacate Default,¹ **Exhibit K** (Shumaila’s sworn statement of January 12, 2026 stating that Nabila sold HTW to Shumaila in January of 2022).

20. I believe that the reason for my former lawyer’s mistaken belief was because Gilead’s Complaint, which was filed on March 17, 2025, erroneously said that we were “principals” and “officers” of HTW and that we owned it. See, e.g., Complaint ¶ 2 (“Defendants, a retail pharmacy and its principals ...”); ¶ 11 (“Defendant Qaiser Chaudhary is ... a principal and corporate officer of Heal the World.”); ¶ 16 (“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.”).

¹ On January 12, 2026, Defendant City Plus Care Pharmacy Inc. appeared and moved to lift the default entered on July 7, 2025. ECF Docket Numbers 102-104.

21. Moreover, I never knew that there might be any conflict of interest between my family and HTW.

22. Although my wife, Nabila, owned HTW until January 24, 2022, I controlled HTW until January of 2022. I had no control and no access since January 24, 2022.

23. The part of my declaration dated April 17, 2025, in which I purported to represent myself as HTW's owner was an error. I withdrew that statement in a court filing on May 1, 2025. Dkt. Doc. # 53. In 2025, after HTW's assets were frozen, HTW asked my son, Hamza, for help and Hamza asked me. That is why I signed my declaration. I did not understand that I was representing that I was the current owner.

24. In Paragraph 1 of my declaration of April 17, 2025, I erroneously signed my name to a statement that I was at that time "an owner" of HTW. See ECF Doc. No. 37, PageID No. 770. This was an innocent mistake by me due to my former lawyer's haste in drawing up that document without understanding the actual facts, as opposed to what Gilead alleged. My former lawyer's ignorance of the facts and his haste in writing the declaration are shown by several other factual errors in that declaration that were not relevant to unfreezing money from HTW's accounts, explained below.

25. Paragraph 1 of that declaration erroneously says that City Plus Care is an LLC, whereas it was actually a corporation.

26. Paragraph 7 of that declaration lists two HTW accounts and implies that I controlled them. However, as shown by Gilead's documents that it obtained by subpoenas, the HTW accounts listed in that declaration (the Citibank account ending in 6551 and the TD Bank Account ending in 53504) were both opened by Shumaila, as Owner and President, with no co-owners named, after

she bought HTW on January 24, 2022. **Exhibits F and H.** My former lawyer clearly made a mistake and had me sign it.

27. The two HTW accounts opened by Shumaila after she bought HTW that my lawyer erroneously presented to the Court as Chaudhary accounts had a total of \$112,000.00 in them before the Court allowed the withdrawal of \$32,700. As shown below, I paid that entire amount for the benefit of HTW.

28. In Paragraph 9 of that Declaration, I plainly stated that I did not have any signing authority over HTW's accounts.

29. My mistake arose under time pressure from, and a misunderstanding by, and a miscommunication with, my former lawyer. I read the draft declaration quickly and erroneously relied on my former lawyer. My former lawyer was rushing me to sign.

30. I did not have authority to let my former lawyers into HTW. They had to contact Shumaila, as she was the only owner.

31. My family did not get any "litigation advantage" from our initial financial disclosures. The Court agreed to unfreeze \$32,700 in Shumaila's HTW account and to deposit that amount into my Citibank account ending in 4859. I paid all of that money to or for the benefit of Shumaila Arslan and HTW. Shumaila Arslan has owned HTW since January of 2022, when she bought it from my wife, Nabila. None of that unfrozen money benefitted any of the Chaudharys. Attached hereto as **Exhibit L** are copies of the checks and documents reflecting wire transfers from my Citibank bank account ending in 4859. Hamza asked me to try to unfreeze HTW money to pay HTW expenses such as rent and account payable to a distributor. With the addition of the \$70 in wire fees documented in **Exhibit L**, the payments I made on behalf of HTW total exactly \$32,700.

32. Since January 24, 2022, I have not had any ability to pay money from any HTW bank account.

33. The two numbers identified as account numbers for Pakistani banks in Gilead's Exhibit 7 were simply my error. I misread check numbers as account numbers. Attached hereto as **Exhibit O** are copies of checks demonstrating how I made that error.

34. At the time of my deposition, some of the Pakistani bank accounts were dormant because we had not used them in a long time, and so I could not get the information until I physically went to Pakistan in October of 2025. Those are the accounts I was referring to in my deposition when I said certain Pakistani accounts were "frozen".

35. 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 Ex. 25 that that was the email address he used to communicate with us. In fact, neither Nabila nor I ever used the pharmacy email at all.

36. Gilead asserts that it is somehow "incriminating" that Hamza texted about delivering Biktarvy to HTW. That is not at all "incriminating." Pharmacies often get medicine from other pharmacies when a pharmacy is out of stock. There is nothing wrong with that. It is routine pharmacy industry practice. HTW would receive medications from other pharmacies as needed.

37. The manager and actual owner of HTW, Shumaila's father-in-law, paid Hamza's car lease. I understand that, instead of hiring new employees for delivery at \$700 per week or \$2,800 per month, HTW's owner and manager added delivery responsibility to Hamza and paid his car installments, which were about \$1,000 per month. That saved \$1,800 per month.

38. Hamza only received \$55,000 from Marga Pharmacy. That was in 2022. I had sold Belis Pharmacy Inc., dba Marga Pharmacy, around 2017 or 2018, for about \$250,000. The buyer was not paying me on time, so I made the excuse that my son, Hamza, needed the money, and I begged the buyer to pay. That's why the buyer put two checks totaling \$55,000 in Hamza's name. I deposited those two checks into Hamza's account.

39. Gilead's accusations about money I received from HTW are simply false and groundless. I sold two pharmacies to Shumaila Arslan: Smith Pharmacy, 102A Belmont Ave Brooklyn, for \$225,000 plus \$277,300 for inventory, for a total price of \$502,300, and City Plus Care for \$350,000 plus \$259,000 for inventory, for a total of \$1,111,300. That is what the HTW checks in Gilead's Exhibit 35 are for.

40. I did a construction repair job on the roof and floor of City Plus Care Pharmacy and received a check, which I confirmed in my deposition. I did not enter the pharmacy to run it in any way. I entered only to repair the roof and floor.

41. I put HTW under Nabila's name for her financial security when I purchased it.

42. The question at my deposition whether I owned "more than 100 pharmacies" was asked rudely. Since 2019, Nabila and/or I have only ever owned Total Plus Pharmacy, Ravensview Pharmacy, Marga Pharmacy, Casa Pharmacy, Smith Pharmacy, and City Plus Care. That is all.

43. The payments to me from Total Plus Pharmacy, Marga Pharmacy, Casa Pharmacy, and Smith Pharmacy were payments for my sales of those pharmacies or, in the case of Total Plus Pharmacy, payment for the sale of my share.

44. Based on wire transfers in Gilead's Exhibit 5, Gilead asserts that Hamza has a Faysal Bank account. That is not his account. As Gilead can see, the name on the Faysal bank

account is Hamza **Shahzad** Chaudhary. Hamza's name is Hamza **Mahmud** Chaudhary. Hamza is a very common first name in Pakistan and Chaudhary is a very common last name in Pakistan.

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

Executed on January 19, 2026



KAISER CHAUDHARY

Title	Qaiser's fixed
File name	QC%20Dec%20v7.pdf
Document ID	84551ab056abac6ecfa085f1f3423c44dc88d392
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



01 / 20 / 2026
01:15:31 UTC

Sent for signature to Hamza Chaudhary (kaiserkaiser786@aol.com) by services@clio.com acting on behalf of jrubin@marzeclaw.com
IP: 67.245.233.169



01 / 20 / 2026
01:16:51 UTC

Viewed by Hamza Chaudhary (kaiserkaiser786@aol.com)
IP: 96.232.102.25



01 / 20 / 2026
01:41:30 UTC

Signed by Hamza Chaudhary (kaiserkaiser786@aol.com)
IP: 96.232.102.25



01 / 20 / 2026
01:41:30 UTC

The document has been completed.