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Thursday, June 6, 2024

Dear Ms. Lynch,

On December 20, 2023, a CVS Pharmacy in San Diego, California unlawfully refused to fill Angela Costales' prescription for misoprostol.¹ Ms. Costales was prescribed this medication after experiencing a physically painful and emotionally harrowing pregnancy loss. After spending ten hours in the emergency room, Ms. Costales wanted nothing more than to collect her medication and return to her home to recover. What should have been a routine prescription pick-up, however, turned into a distressing and humiliating experience when CVS Pharmacy employees refused to fill Ms. Costales' prescription and failed to provide her with any information on how to transfer her prescription elsewhere or otherwise timely procure the medication she urgently needed.

Not only did CVS compound Ms. Costales' pain during a time of significant emotional distress, CVS also broke the law. CVS violated Ms. Costales' rights by refusing to fill her legally prescribed medication and failing to provide her with any alternative method of procuring the medication.

The governing law is clear, as CVS is aware. Less than a year ago, CVS resolved multiple complaints with the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR") with facts similar to those presented here.² Unfortunately, CVS has continued to violate

¹ CVS Pharmacy, Inc. is a subsidiary of CVS Health. Throughout this letter, "CVS" is used to collectively refer to CVS Health and its subsidiaries.

² Office for Civil Rights, *HHS Office for Civil Rights Resolves Complaints with CVS and Walgreens to Ensure Timely Access to Medications for Women and Support Persons with Disabilities*, U.S. Dep't of Health & Hum. Servs., <https://www.hhs.gov/civil-rights/for-providers/compliance-enforcement/agreements/cvs-walgreens/index.html> (last modified June 16, 2023).

its customers' rights by discriminating on the basis of sex and denying them access to legally prescribed medication.

Ms. Costales has been through a distressing ordeal, exacerbated by CVS's violation of her rights. She has retained the National Women's Law Center and Fenwick & West LLP to hold CVS responsible for its violations of federal and state law and to seek redress for the harm CVS caused her. We write to communicate a formal demand on behalf of Ms. Costales that CVS: (a) compensate Ms. Costales for the harm she suffered; and (b) immediately take meaningful steps to ensure compliance with the law at all CVS Pharmacy locations nationwide, so that no one is denied their lawfully prescribed medications in the future.

I. Factual Background

In late October 2023, after months of trying to expand her family, Ms. Costales was excited to learn that she was pregnant.³ But just two months later, Ms. Costales received heartbreaking news: her pregnancy was not progressing. There was no cardiac activity and there was no growth. She was suffering a miscarriage.⁴ Ms. Costales' obstetrician recommended that she undergo a dilation and curettage procedure to remove the nonviable pregnancy tissue, which she did under the care of her obstetrician on December 14, 2023.

About one week later, on December 20, 2023, Ms. Costales woke up in the middle of the night in excruciating pain. She was terrified to see that she was experiencing heavy vaginal bleeding. After being rushed to the emergency room at Scripps Memorial Hospital (the "Hospital") and examined by multiple doctors and nurses over the course of nearly ten hours, Ms. Costales learned that blood clots were most likely causing uterine bleeding and pain, rather than any retained tissue from her pregnancy. It was crucial that any clots or tissue be evacuated from Ms. Costales' uterus urgently, as there was a concern that her pregnancy had been a "molar" pregnancy, and any tissue remaining from such a pregnancy could have significant health implications. The physician recommended medication to evacuate the blood clots, rather than surgical intervention which carried a higher risk of complications. After discussing options for care, Ms. Costales and her physician agreed that medication was the best course of action.

³ Following her marriage in January 2024, Ms. Costales changed her last name. For ease and clarity, we refer to Ms. Costales by her maiden name throughout this letter. Similarly, we refer to Ms. Costales' now-husband as her "husband" throughout this letter, even for events during which they were not yet married.

⁴ The American College of Obstetrics and Gynecologists ("ACOG") explains that "miscarriage," which is synonymous with "early pregnancy loss" and "spontaneous abortion," means "a nonviable, intrauterine pregnancy with either an empty gestational sac or a gestational sac containing an embryo or fetus without fetal heart activity within the first 12 6/7 weeks [twelve weeks and six days] of gestation." ACOG Committee on Practice Bulletins—Gynecology, *ACOG Practice Bulletin No. 200: Early Pregnancy Loss*, Am. Coll. of Obstetricians & Gynecologists (Aug. 29, 2018) <https://www.acog.org/clinical/clinical-guidance/practice-bulletin/articles/2018/11/early-pregnancy-loss>.

Initially, Ms. Costales chose a prescription for a 24-hour course of methergine, a drug commonly prescribed to control bleeding after childbirth and miscarriage. Although her doctor had alternatively recommended a different medication, misoprostol, Ms. Costales preferred methergine because that medication could be taken orally, whereas she would have to insert the misoprostol vaginally.

Ms. Costales asked that her prescription be sent to her local CVS Pharmacy, CVS #9175, at 4829 Clairemont Drive, San Diego, CA 92117. But before Ms. Costales and her husband left the Hospital, she received a call from a CVS Pharmacy employee at CVS #9175 who explained that the pharmacy did not have methergine in stock. The CVS Pharmacy employee told Ms. Costales to fill her prescription “someplace else.”

Ms. Costales immediately relayed the new information to a nurse on duty at the Hospital. As a result of the CVS Pharmacy employee’s representation that methergine was not available, Ms. Costales and her health care team decided to switch course, and a doctor issued a new prescription for misoprostol. While misoprostol was not her preference, Ms. Costales wanted to obtain her medication as soon as possible to treat her serious medical condition and move forward after the upsetting events surrounding her unsuccessful pregnancy.

Unfortunately, Ms. Costales ran into problems from the first moment she tried to pick up her prescription for misoprostol at CVS #9175. She first approached the “Pick Up” counter at the CVS Pharmacy, where she was told by a CVS employee that there was no prescription on file for her. She was then directed to the “Drop Off” counter, where Ms. Costales spoke to another employee. After Ms. Costales gave her identifying information and information about the prescription she was there to pick up, that CVS employee told Ms. Costales, with no context or information, “I don’t know if we can fill this.” Ms. Costales was confused by this statement and asked to speak to the pharmacist. A woman in a white medical coat, whom Ms. Costales presumed to be the pharmacist, joined the other CVS employee at the counter. Looking at a computer screen that Ms. Costales could not see, the pharmacist told Ms. Costales that she did not know whether the pharmacy had the medication in stock.⁵ Ms. Costales clarified to the pharmacist that she was there to pick up a prescription for misoprostol, but the pharmacist still would not give Ms. Costales a straight answer on whether the pharmacy had the medication in stock and whether Ms. Costales could receive it. Ms. Costales, growing increasingly uncomfortable, asked the pharmacist why she could not provide the prescribed medication. The pharmacist bluntly replied: “It doesn’t matter if I have it, I am not comfortable dispensing it to you.” The pharmacist then left the counter and did not return.

Ms. Costales was shocked, confused, and distressed. Her husband asked the CVS Pharmacy employee who remained at the counter where they could get the misoprostol. That

⁵ It is believed that this pharmacist is the same person with whom Ms. Costales spoke on the phone who had told her that the pharmacy did not have methergine in stock.

employee also refused to help and would not give Ms. Costales' husband an answer when he asked whether there was another CVS Pharmacy nearby with the medication in stock. Instead, she told Ms. Costales and her husband to "Google it." Ms. Costales began to reel from shock and embarrassment, still experiencing significant, painful abdominal cramping, while her husband pressed the pharmacy employee to provide them with a specific alternative location. Finally, the employee relented and mentioned a CVS Pharmacy on Balboa Avenue, without giving the full address of that pharmacy. When Ms. Costales' husband asked for the specific address, the employee responded, "Just look it up on your phone." She did not offer to transfer Ms. Costales' prescription. She did not offer to call the other location to determine whether it had the medication in stock. And she refused to provide a specific address or phone number for the other CVS location.

Ms. Costales and her husband drove to CVS #7962, at 5686 Balboa Avenue, San Diego, CA 92111, three miles away from the CVS Pharmacy on Clairemont Drive. On their way, Ms. Costales received a call from someone in the OB/GYN practice at the Hospital. The OB/GYN practice was apparently aware that the CVS Pharmacy at CVS #9175 had refused to fill Ms. Costales' prescription. The Hospital employee with whom she spoke did not tell Ms. Costales how they became aware of the situation at CVS #9175, but agreed that the Hospital would transfer her prescription to CVS #7962.⁶

Ms. Costales was finally able to fill her prescription at CVS #7962. Ms. Costales explained to the employee at CVS #7962 that a different CVS Pharmacy had refused to give her this medication, though Ms. Costales did not mention which one. Without any prompting, the CVS #7962 Pharmacy employee specifically asked whether she had been at the CVS on Clairemont Avenue. When Ms. Costales confirmed that to be the case, the CVS Pharmacy employee responded, "I knew it."

II. CVS Violated the Law

A. CVS Violated California Law

CVS's refusal to dispense misoprostol to Ms. Costales was a violation of well-settled California civil rights law, as well as a violation of the State's Business and Professions Code that governs pharmacies and pharmacists.

1. CVS Violated the Unruh Act

CVS's refusal was a clear violation of California's foundational civil rights statute, the Unruh Civil Rights Act (the "Unruh Act"), which prohibits a pharmacy from refusing to dispense prescription medication to a customer on the basis of sex, including their pregnancy or pregnancy-related condition.

⁶ The Hospital suggested that Ms. Costales could return to CVS #9715 and her prescription would be filled. Ms. Costales, understandably, did not want to return to CVS #9715.

Specifically, the Unruh Act provides: “All persons within the jurisdiction of this state are free and equal, and no matter what their sex ... are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ. Code § 51(b). Further, the Unruh Act specifies that, “[n]o business establishment of any kind whatsoever shall discriminate against ... or *refuse to ... sell to ...* any person ... on account of any characteristic listed or defined in subdivision (b) or (e) of [Civil Code] [s]ection 51....” Cal. Civ. Code § 51.5(a) (emphasis added). The Unruh Act defines “sex” as including “pregnancy, childbirth, or medical conditions related to pregnancy or childbirth.” *Id.* at § 51(e)(5). Under the plain language of the law, CVS, a business establishment, discriminated on the basis of sex by refusing to provide Ms. Costales the medication necessary to treat her pregnancy-related medical condition. *Cf. Anderson v. Aitkin Pharm. Servs., LLC*, 5 N.W.3d 123, 134-35 (Minn. Ct. App. 2024) (holding that a pharmacy refusing to fill a prescription for emergency contraception is sex discrimination under Minnesota’s anti-discrimination law, which prohibits a business from “intentionally refus[ing] to do business with a person because of a person’s sex”).

In cases where employees have religious beliefs that would conflict with the Unruh Act’s antidiscrimination provisions, the solution to avoiding the conflict is well-established: ensure that employees who do not hold those religious objections are available to provide “full and equal access” to the services at issue. *N. Coast Women’s Care Med. Grp., Inc. v. Superior Ct.*, 44 Cal. 4th 1145, 1159 (2008).⁷ Thus, even if a religious objection were the reason the pharmacist at CVS #9175 was, in the pharmacist’s words, “not comfortable” filling Ms. Costales’ prescription, CVS had an obligation to make sure someone at CVS could provide required services to Ms. Costales. By failing to do so here, CVS violated the law.

In particular, CVS did not provide “full and equal access” to prescription medication for Ms. Costales, as required under the Unruh Act. To the contrary, the first employee at CVS #9175 walked away from Ms. Costales; the other employee refused to transfer Ms. Costales’ prescription to, or even identify, another CVS Pharmacy location that had Ms. Costales’ prescribed medication in stock and would dispense it to her. In no uncertain terms, CVS obstructed Ms. Costales’ access to her legally prescribed medication. CVS failed to have protocols in place to ensure that Ms. Costales received her medication at CVS #9175, *and* it failed to ensure Ms. Costales was provided with information on how she could get her medication at another location—if it was actually unavailable at CVS #9175. Both CVS’s action and *inaction* violated California civil rights law.⁸

⁷ In *North Coast Women’s Care Medical Group*, in the context of a physician refusing to perform fertility services on a lesbian woman due to the physician’s religious beliefs, the California Supreme Court explained that “physicians can avoid such a conflict by ensuring that every patient requiring IUI receives ‘full and equal’ access to that medical procedure through a ... physician [at the same practice] lacking defendants’ religious objections.” 44 Cal. 4th at 1159.

⁸ The CVS pharmacist who refused to dispense Ms. Costales’ lawfully prescribed medication is also personally liable for violating the Unruh Act. *See* Cal. Civ. Code § 52(a); *see also N. Coast Women’s Care Med. Grp., Inc. v. Superior*

2. CVS Violated California's Business and Professions Code

CVS's (and the pharmacist's) refusal to provide Ms. Costales' medication also runs afoul of California's Business and Professions Code.

Under the "Unprofessional Conduct" Article of California's Business and Professions Code governing pharmacists and pharmacies, California law *requires* pharmacists to dispense "legally prescribed" drugs. Cal. Bus. & Prof. Code § 733(a). In cases where the pharmacy has the medication in stock but the pharmacist "refuses on ethical, moral, or religious grounds to dispense a drug ... pursuant to an order or prescription," the pharmacist must notify their employer in writing "of the drug or class of drugs to which he or she objects." *Id.* at § 733(b)(3). If the employer determines that it can reasonably accommodate the pharmacist's objection "without creating undue hardship," the employer *must* "establish protocols that ensure that the patient has timely access to the prescribed drug ... despite the [pharmacist's] refusal to dispense the prescription or order." *Id.* Crucially, the accommodation protocol may not violate the Unruh Act. *See* Cal. Gov't Code § 12940(l)(3) ("An accommodation is not required under this subdivision if it would result in a violation of ... any other law prohibiting discrimination or protecting civil rights, *including subdivision (b) of Section 51 of the Civil Code* [the Unruh Act]" (emphasis added)); *see also* Cal. Bus. & Prof. Code § 733(b)(3) (referencing definition of "reasonable accommodation" found in Cal. Code § 12940(l)(3)).

Here, even if the pharmacist had notified CVS in writing of an objection to filling prescriptions for misoprostol and CVS had provided an accommodation to the pharmacist, CVS still broke the law with respect to its legal duties to its customer by denying *any* assistance to Ms. Costales in obtaining her medication. Moreover, even if the specific pharmacist's actions were not in compliance with CVS's protocols, CVS still failed Ms. Costales: it is CVS's responsibility to make sure that its staff is trained on and *acts in compliance with* any such protocols. Cal. Bus. & Prof. Code § 733(b)(2). If CVS had established protocols to prevent patients from being denied their lawfully prescribed medications, either those protocols were not followed, or the protocols themselves violate California's civil rights laws. Either way, CVS broke the law.

Even if it was the case that misoprostol was merely out of stock at CVS #9715, CVS still violated the law, because a pharmacy still has an obligation to assist its customers in accessing their medication.⁹ Cal. Bus. & Prof. Code § 733(b)(2). It cannot abdicate its responsibility to its

Ct., 44 Cal. 4th 1145, 1154 (2008). Thus, CVS is both directly and vicariously liable under the Unruh Act for the harm it caused to Ms. Costales. *See Winarto v. Toshiba Am. Elecs. Components*, 274 F.3d 1276, 1290 n.16 (9th Cir. 2001) (section 52 of the Unruh Act imposes vicarious liability on an employer for unlawful acts of an employee).

⁹ Indeed, CVS *also* violated Section 733(b)(2) by obstructing Ms. Costales' ability to obtain her prescription for methergine. Cal. Bus. & Prof. Code § 733(b)(2). A CVS employee informed Ms. Costales over the phone that methergine was not in stock, but failed to offer to assist her in obtaining her prescription some other way. CVS was obligated to "arrange for the drug or device to be delivered" to Ms. Costales, "promptly transfer the prescription," or "refer" Ms. Costales to another pharmacy. Cal. Bus. & Prof. Code § 733(b)(2). CVS did none of those things.

customers. Yet rather than assist Ms. Costales in obtaining the medication by offering to have the prescription delivered, transferring her prescription, or locating another pharmacy for her and providing directions, CVS unlawfully obstructed Ms. Costales' access to critical medical care, leaving her on her own to obtain her prescribed medication.

CVS's illegal acts inflicted shame, uncertainty, and confusion on Ms. Costales, worsening the pain of losing her pregnancy and extending what had already been a long ordeal for her and her family. Ms. Costales needed her medication so that she could go home and convalesce from a week-long, harrowing medical emergency. CVS compounded her pain and grief by subjecting her to humiliating treatment and obstructing her access to care—needlessly and dangerously prolonging her health emergency.

3. CVS Violated Federal Law

CVS's refusal to fill Ms. Costales' prescription is also a violation of federal law. Section 1557 of the Affordable Care Act, 42 U.S.C. § 18116, prohibits recipients of federal financial assistance from discriminating on the basis of sex, including pregnancy and pregnancy-related conditions, in their health programs or activities.¹⁰ A refusal to fill a prescription for a drug because it is used for abortion and miscarriage management is discrimination on the basis of pregnancy and thus impermissible sex-based discrimination under Section 1557.¹¹ OCR recently issued guidance instructing pharmacies on their federal obligation to ensure nondiscriminatory access to

¹⁰ Section 1557 places general obligations on covered health care entities to provide individuals equal access to their services without discriminating on the basis of sex. See 42 U.S.C. § 18116(a); Nondiscrimination in Health Programs and Activities, 89 Fed. Reg. 37522, 37699 (May 6, 2024) (to be codified at 42 C.F.R. § 92.101(a)(2)). Under Section 1557, "sex" includes pregnancy and related conditions, including termination of pregnancy. 89 Fed. Reg. at 37699, 37556. Discrimination on the basis of pregnancy is *per se* discrimination "on the basis of" sex. See, e.g., *Int'l Union, United Auto., Aerospace & Agric. Implement Workers of Am., UAW v. Johnson Controls, Inc.*, 499 U.S. 187, 197–99 (1991); *Doe v. Maher*, 515 A.2d 134, 159 (Conn. Super. Ct. 1986). In enacting Section 1557, Congress chose to incorporate the "ground[s] prohibited" under Title IX of the Education Amendments of 1972, 42 U.S.C. § 18116(a), and longstanding Title IX precedent and regulations make clear that its prohibitions on sex discrimination include pregnancy discrimination. See 34 C.F.R. § 106.40(b)(1) (prohibiting discrimination on "the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient."); see also, e.g., *Conley v. Northwest Fla. State Coll.*, 145 F. Supp. 3d 1073, 1076–85 (N.D. Fla. 2015).

¹¹ For example, in the Title VII context, multiple federal courts, as well as the U.S. Equal Employment Opportunity Commission, have held that an employer's refusal to cover medications related to pregnancy in its health plan, while providing coverage for other medications, is impermissible sex-based discrimination because such a refusal fails to meet the unique needs of pregnancy, based on sex-specific characteristics. See, e.g., *Erickson v. Bartell Drug Co.*, 141 F. Supp. 2d 1266, 1276–77 (W.D. Wash. 2001); *E.E.O.C. v. United Parcel Serv., Inc.*, 141 F. Supp. 2d 1216, 1220 (D. Minn. 2001); *Commission Decision on Coverage of Contraception*, U.S. Equal Emp't Opportunity Comm'n Decision on Coverage of Contraception, available at <https://www.eeoc.gov/commission-decision-coverage-contraception> (Dec. 14, 2000). Likewise, several state courts have held that excluding abortion coverage from Medicaid is sex discrimination in violation of states' Equal Rights Amendments. See, e.g., *Allegheny Reprod. Health Ctr. v. Pa. Dep't of Hum. Servs.*, 309 A.3d 808, 945–46 (Pa. 2024); *N.M. Right to Choose/NARAL v. Johnson*, 975 P.2d 841, 856 (N.M. 1998); *Doe*, 515 A.2d at 159.

health care, and the *very first* example of sex-based discrimination OCR provided is the precise situation that occurred here:

“An individual experiences an early pregnancy loss (first-trimester miscarriage) and their health care provider prescribes medication to assist with the passing of the miscarriage. If a pharmacy refuses to fill the individual’s prescription—which is prescribed to manage a miscarriage or complications from pregnancy loss, because this medication can also be used to terminate a pregnancy—the pharmacy may be discriminating on the basis of sex.”¹²

CVS is fully aware of its federal obligation to ensure timely access to medication to support individuals experiencing miscarriages and early pregnancy loss: *less than one year ago*, OCR resolved complaints *against CVS* for its failure to ensure this access.¹³ Based on the resolution of those complaints, CVS “implemented new processes to promote access to medication by preventing potential delays,” which, according to OCR, were supposed to address the precise situation where “pharmacy colleagues object to dispensing prescription medication.”¹⁴ CVS either did not actually implement these new processes or has failed to enforce them. In denying Ms. Costales her legally prescribed medication, CVS violated Section 1557, and did so despite recently working to resolve multiple complaints for exactly these kinds of failures.

4. CVS Violated Its Own Internal Policies

CVS’s refusal to ensure Ms. Costales received her medication violates CVS’s own internal policies. Even before the processes that CVS purportedly put in place after facing OCR complaints, CVS had held itself out as implementing policies to ensure that an individual pharmacist’s refusal to dispense a legally prescribed medication did not negatively impact its customers. In 2019, CVS was sued for violating Minnesota’s Human Rights Act by refusing to fill a prescription for emergency contraception. *See Anderson v. Aitkin Pharm. Servs., LLC*, Case No. 01-CV-19-1198, Index. No. 1 at 6 (Compl.) (Minn. Dist. Ct. Dec. 9, 2019). In its summary judgment motion, CVS defended itself, in part, by relying on its internal policy that accommodates pharmacists who object to filling certain prescriptions but still guarantees that customers receive their medication. Indeed, CVS claimed:

¹² Office for Civil Rights, *Guidance to Nation’s Retail Pharmacies: Obligations under Federal Civil Rights Laws to Ensure Nondiscriminatory Access to Health Care at Pharmacies*, U.S. Dep’t of Health & Hum. Servs., <https://www.hhs.gov/civil-rights/for-individuals/special-topics/reproductive-healthcare/pharmacies-guidance/index.html> (last modified Sep. 29, 2023).

¹³ Office for Civil Rights, *supra* note 2.

¹⁴ *Id.*

“It is CVS Pharmacy policy that Pharmacy colleagues are responsible for ensuring that all customers’ pharmacy needs are promptly and completely satisfied.”¹⁵

CVS asserted that its policy is designed to address situations where pharmacists “may have sincere religious and/or moral convictions which prevent them from filling certain prescriptions, or which conflict with other job requirements.”¹⁶ According to CVS, its policy requires that, “[i]f a pharmacist has a sincere religious or moral conviction against filling a prescription, the pharmacist must either dispense the drug or request a ‘conscientious accommodation.’”¹⁷ A pharmacist must make a request for such an accommodation “before a situation arises where the pharmacist may be asked to fill a prescription he or she reasonably objects to dispensing,” and CVS will “determine whether to grant an accommodation.”¹⁸ Further, “[i]n no case may a pharmacy colleague discuss his or her moral or religious objection to filling a prescription with CVS customers.”¹⁹ CVS’s professed policy therefore tracks what Section 733 of California’s Business and Professions Code requires.

Here, CVS violated what it has represented in court are its own policies. Ms. Costales’ pharmacy needs were not “promptly and completely satisfied.” To the contrary, Ms. Costales left CVS #9175 in distress, with no prescription medication in hand and no clear assurance that she could obtain her medication elsewhere. Her pharmacy needs were eventually met without any assistance from CVS #9175—she obtained her legally prescribed medication only after her physician independently sent the prescription to a different pharmacy. Moreover, the pharmacist at CVS #9175 compounded the harm to Ms. Costales by telling her she “did not feel comfortable” dispensing the medication, in violation of CVS’s policy that an employee must not discuss their objections to filling a prescription with a customer.

III. Demands

By refusing to dispense misoprostol to Ms. Costales and obstructing her access to lawfully prescribed medication, CVS violated California and federal law, as well as its own internal policies. Unfortunately, Ms. Costales fears that her situation is not an outlier. She is committed to ensuring that CVS immediately stops its unlawful practice of denying necessary medical care to customers, so that the pain she experienced never happens to anyone else, at any CVS pharmacy.

¹⁵ *Anderson v. Aitkin Pharm. Servs., LLC*, Case No. 01-CV-19-1198, Index. No. 47 at 6 (Mot. for Summ. J.) (Minn. Dist. Ct. Oct. 20, 2020).

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

Ms. Costales demands that CVS immediately take meaningful and actionable steps to ensure compliance with the law at all CVS Pharmacy locations nationwide. These steps include, at a minimum: (a) retraining all employees at CVS #9175 with materials that Ms. Costales' counsel will have an opportunity to review and approve; (b) ensuring that every employee at every CVS nationwide understands CVS's policy that requires that all customers' pharmacy needs are promptly and completely satisfied; (c) conducting random, regular screenings of pharmacy locations across the country to ensure compliance; and (d) clearly posting at every CVS pharmacy a statement of patients' rights to obtain their prescribed medication and CVS's dedication to serving its customers, as is already required by some state laws. *E.g.*, Cal. Bus. & Prof. Code §§ 733(f), 4122. Ms. Costales also demands appropriate monetary relief for the emotional and other harms CVS has caused her.

If CVS refuses to provide the requested relief, Ms. Costales may take any necessary and appropriate legal action to ensure other pharmacy customers do not suffer the same discrimination.

We request a response from CVS by July 8, 2024.

Sincerely,

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K. M. Bell
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