

# Former CVS Nurse Practitioner Sues for Religious Discrimination After Refusing to Prescribe Birth Control

*Case highlights duty of employer to accommodate religious belief without unduly burdening business operations. by Christopher Hazlehurst, J.D.*

OCALA, FLORIDA, UNITED STATES, January 27, 2023 /EINPresswire.com/ -- CVS Health has been hit with a lawsuit for workplace discrimination after allegedly firing a nurse practitioner for refusing to prescribe birth control on religious grounds. The complaint was filed on January 11th as *J. Robyn Strader v. CVS Health Corporation*, case no. 4:23-cv-00038-P in the United States District Court for the Northern District of Texas Fort Worth Division.



Mark Dillman, Florida Employment Law Attorney

According to the complaint, Texas resident J. Robyn Strader worked at a CVS MinuteClinic for six and a half years. CVS granted her religious accommodation during that time, allowing her to avoid personally prescribing contraceptives and abortifacient medications (drugs that induce abortion). If customers needed those drugs, Strader would refer them to a colleague or another location.

In August 2021, CVS announced a blanket policy to revoke all religious accommodations concerning such medications. When Strader continued to refuse to prescribe medications she viewed as violative of her Christian faith, she was terminated. She then sued CVS, alleging employment discrimination in violation of Title VII of the Civil Rights Act.

Mark Dillman, a Florida employment law attorney at the law office of [James P. Tarquin, P.A.](#) in Ocala who is not involved in the lawsuit, explains that Title VII prohibits employment discrimination on the basis of religion and other protected characteristics, including race, color, sex and national origin. Dillman says that Title VII explicitly requires employers to make reasonable accommodations for religious observance, practice, and belief, unless doing so would cause undue hardship for the business. "The purpose of Title VII's reasonable accommodation requirement," says Dillman, "is to compel employers to make good faith efforts



The purpose of Title VII's reasonable accommodation provision is to compel employers to make good faith efforts to resolve conflicts between employees' religious beliefs and employment requirements."

*Mark Dillman, Florida  
Employment Law Attorney*

to resolve a conflict between an employee's religious belief and an employment requirement."

In her legal filing, Strader argues that CVS violated Title VII both by refusing her reasonable accommodation, as it had done for years, and by refusing to evaluate requests for reasonable accommodation on an individual basis. "CVS's new policy is to deny all such religious accommodations without considering the particular circumstances of the employee requesting the accommodation, including to determine whether that employee could be accommodated without undue hardship," the lawsuit claims. Attorney Dillman points out that although "undue hardship" is not defined in Title VII, U.S. Supreme Court

precedent (*Trans World Airlines, inc. v. Hardison*, 432 U.S. 63 (1977)) describes it as any act requiring an employer to bear more than a "de minimis cost" in accommodating an employee's religious beliefs. Dillman emphasizes that the Supreme Court recognized "de minimis cost" to entail not only monetary concerns, but also the employer's burden in conducting its business.

A CVS spokesperson defended the new policy, arguing that "educating and treating patients regarding sexual health matters — including pregnancy prevention" has become "essential" as CVS expands its clinical services. CVS argues that it is simply "not possible" to "grant an accommodation that exempts an employee from performing the essential functions of their job." The company evaluates religious accommodation requests individually, but prescribing necessary medications is an "essential function" of a clinic employee's job that cannot be waived.

In maintaining that education and treatment on sexual health matters is an "essential function" of the job, Dillman conjectures that CVS is seizing on the language in *Hardison* that a religious accommodation requiring anything more than a "de minimis cost" creates an undue hardship. "If accommodating the employee's religious beliefs imposes anything more than a "de minimis cost," the accommodation constitutes an undue hardship and CVS is not required not required to accommodate the employee. Dillman says that CVS "appears to be contending that not requiring the employee to perform an essential function of her position as an accommodation for her religious beliefs is more than a "de minimis cost" because of the burden on the operation of its business, including the imposition on co-workers who have to perform the essential functions the employee will not perform because of her religious beliefs and disruption of the work routine."

Strader, for her part, contends that CVS could have transferred her to a position that does not require prescribing contraceptives or abortion-inducing drugs, such as a lab position or a clinic focused on COVID-19. Dillman cites numerous federal court cases regarding the employer's duty

to offer a reasonable accommodation and concludes that “transferring the employee to a different position would appear to be a potential reasonable accommodation that CVS could have offered the employee to resolve the conflict between her religious beliefs and the essential functions of her position.” According to Dillman, “if transfer to a different position with the same pay and benefits would have resolved the conflict between the employee’s religious beliefs and the employment requirement, then CVS arguably would have satisfied its reasonable accommodation obligation under Title VII.”

Strader’s lawsuit is the third to be brought in the last year against CVS, all alleging similar claims. CVS competitor Walgreens has been criticized for continuing to allow employees to refuse to carry out transactions that they argue violate their religious beliefs, including the sale of contraceptives.

This latest battle between religious accommodation and other important civil rights comes as federal agencies work to expand access to contraceptives and abortions. The federal administration is working to protect women’s health in light of the Supreme Court’s overturning of Roe v. Wade. The FDA recently reversed a decision that had prohibited over-the-counter sale of certain abortion drugs, and the Justice Department ruled that the U.S. Postal Service can continue to deliver abortion drugs in the mail, even in states that have newly enacted restrictive abortion laws.

Mark Dillman  
James P. Tarquin, P.A.  
+1 352-401-7671

[email us here](#)

Visit us on social media:

[Facebook](#)

---

This press release can be viewed online at: <https://www.einpresswire.com/article/613543613>

EIN Presswire's priority is source transparency. We do not allow opaque clients, and our editors try to be careful about weeding out false and misleading content. As a user, if you see something we have missed, please do bring it to our attention. Your help is welcome. EIN Presswire, Everyone's Internet News Presswire™, tries to define some of the boundaries that are reasonable in today's world. Please see our Editorial Guidelines for more information.

© 1995-2023 Newsmatics Inc. All Right Reserved.