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| *From the Desk of:*  JACOB LEVIN  LAWYER and COUNSELOR AT LAW  **MEMBER**  national association of criminal defense lawyers  California public defenders association  Shasta-trinity counties bar association  san Francisco Jewish bar association  American association of Jewish lawyers and jurists | CRIMINAL DEFENSE, FAMILY LAW, CIVIL LITIGATION, ANTI-BULLYING ADVOCACY  1308 PLACER ST.  REDDING, CALIFORNIA 96001  TELEPHONE: (530) 248-2700  FACSIMILE: (530) 248-2701 | MARVIN LEVIN Ph.D.  NATALIE HOUGE  CLIENT RELATIONS  INTERNET HOME PAGE:  [WWW.JACOBLEVINLAW.COM](http://WWW.JACOBLEVINLAW.COM)  [JACOB@JACOBLEVINLAW.COM](mailto:JACOB@JACOBLEVINLAW.COM) |

October 12, 2023

**FOR SETTLEMENT PURPOSES ONLY-**

**NOT TO BE USED IN ANY LEGAL PROCEEDING**

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Deborah H. Telman

**Executive Vice President, Corporate Affairs and General Counsel**

Gilead Sciences, Inc.

333 Lakeside Drive

Foster City, CA 94404

Dear Ms. Telman,

We urge you, on humanitarian as well as legal grounds, to promptly remove Remdesivir/Veklury, (including this drug under any other given name as distributed by Gilead or another pharmaceutical company), from the consumer marketplace. The devastating impact of the aforementioned drug, manufactured in collaboration with Gilead’s subcontractor **Pfizer, Inc.,** can be witnessed through numerous firsthand accounts shared by widows, next of kin, and survivors on various websites.[[1]](#footnote-1)

To support the advocacy efforts against Remdesivir (or any other alternatively named drug of the same or similar formulation), many are choosing to contribute funds and receive medical alert bracelets, providing protection against the harmful effects of your drug. For further information regarding the bracelets please visit <https://formerfedsgroup.org/shop/medic-alert-bracelets/bracelet/> .

We are reaching out to you following our petition for injunctive relief pursuant to the Consumer Legal Remedies Act,*Cal. Civ. Code §§ 1750 et seq.*, filed on September 27, 2023, in order to address serious concerns related to recent consumer transactions involving Gilead Sciences, Inc. ("Gilead").

***California Code, Civil Code - CIV § 1782 (d)*** states as follows:

*(d) An action for* ***injunctive relief*** *brought under the specific provisions of Section 1770 may be commenced without compliance with subdivision (a).* ***Not less than 30 days after the commencement of an action for injunctive relief, and after compliance with subdivision (a), the consumer may amend his or her complaint without leave of court to include a request for******damages.*** *The appropriate provisions of subdivision (b) or (c) shall be applicable if the complaint for injunctive relief is amended to request damages.*

Thus, in accordance with the procedural requirements mandated by ***CIV § 1782 (d)***of the Consumer Legal Remedies Act (CLRA)*,* we hereby timely comply and serve this Demand Letter on Gilead.

Specifically, we are alarmed by the administration of Remdesivir a/k/a “Veklury” (“Remdesivir”) to DEBORAH FUST’S husband, MICHAEL FUST, and to EDWARD PIMENTEL. We demand immediate redress on behalf of MICHAEL FUST and EDWARD PIMENTEL pursuant to the provisions of the CLRA as outlined in the *California Civil Code, particularly in Division 3, Part 4, Title 1.5, Chapter 4.*

On August 13, 2021, EDWARD PIMENTEL was admitted to Mercy Medical Center, an affiliate hospital of Dignity Health, whereby a consumer transaction took place, documented in files we intend to obtain through discovery. Remdesivir, a drug manufactured by Gilead Sciences, Inc. in collaboration with its subcontractor, Pfizer, Inc., was administered to Mr. Pimentel in five doses. It has come to our attention that Gilead violated multiple provisions of the Consumers Legal Remedies Act, as outlined in *California Civil Code sections 1750 et seq*. Despite surviving the treatment, Mr. Pimentel continues to suffer from severe injuries caused by Remdesivir, directly due to Gilead’s overt misrepresentations to him regarding the drug.

Similarly, on October 27, 2021, MICHAEL FUST was admitted to Shasta Regional Medical Center, whereby a similar consumer transaction occurred, documented in files we intend to obtain through discovery. Remdesivir, a Gilead product manufactured in collaboration with its subcontractor, Pfizer Inc., was likewise administered to Mr. Fust in five doses. It has come to our attention that Gilead violated several provisions of the Consumers Legal Remedies Act, as outlined in *California Civil Code sections 1750 et seq*. Unfortunately, Mr. Fust did not survive the treatment, leaving behind his beloved wife and children, likewise due to Gilead’s misrepresentations of the drug to him.

The specific violations of the CLRA pled in the subject Complaint include, but are not limited to, the following:

**Unfair and Deceptive Practices:**

Gilead engaged in deceptive practices by marketing Remdesivir as safe and effective, withholding crucial information about adverse events. This omission nullified informed consent and misled patients such as Edward Pimentel and Michael Fust, resulting in their harm and suffering or death.

**False Advertising:**

Gilead exaggerated Remdesivir's benefits and downplayed its risks in marketing materials, deceiving medical professionals and patients alike, including Edward Pimentel and Michael Fust. There are many clinical trials, case studies and post-marketing pharmacovigilance data sets that demonstrate the toxicity of Remdesivir. Acute kidney injury, liver impairment, and multiple organ failure are only some of the documented adverse reactions reported in the peer-reviewed literature. The signal of potential harm was abundantly clear. As noted by a distinguished team of French researchers: “Compared with three common drugs used in COVID-19 and unexpected to be significantly nephrotoxic, remdesivir appears to be associated with an ~ 20-fold increased risk of ARF [acute renal failure] reporting.”[[2]](#footnote-2)  (The result was actually corrected to 30-fold in April 2022[[3]](#footnote-3))

Therefore, and upon information and belief, Gilead clearly knew or should have known about the potential harm. However, it omitted this material information in its advertising (and other public-facing releases) and continued to promote Remdesivir as safe and effective, notwithstanding, and in reckless indifference to Plaintiffs. Notably, Remdesivir costs Gilead at most $10 per dose to manufacture; yet a **minimum** of $3100 is charged to the patient for a course of Remdesivir.

**Failure to Disclose:**

Critical information regarding Remdesivir, such as its potential side effects per the above-documented trial results leading to conditions such as kidney failure, **was not disclosed by Gilead** **to consumers**, constituting a material omission in the transactions.

These aforementioned violations flagrantly breach the CLRA. Therefore, Plaintiffs hereby demand immediate rectification. Pursuant to *California Civil Code section 1782*, Gilead must disgorge all funds acquired through government channels, insurers, third-party payers, or directly from affected individuals within **thirty** **(30)** days from the date of this letter. Failure to comply will necessitate an amended complaint seeking comprehensive legal remedies pursuant to the CLRA in addition to the previously pled injunctive relief.

**Demand for Response:**

We kindly request a written response within **fifteen (15)** days of receiving this letter, confirming Gilead Sciences, Inc.'s commitment to resolving this matter in compliance with the CLRA. Please contact the undersigned via email for further discussion or to provide pertinent details about the resolution.

This letter represents a final opportunity for amicable resolution before escalating the legal proceedings in progress. We anticipate your prompt attention and look forward to your timely response.

Sincerely,

***The Legal Team***

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1. [www.chbmp.org](http://www.chbmp.org) and [www.formerfedsgroup.org/cases](http://www.formerfedsgroup.org/cases) [↑](#footnote-ref-1)
2. <https://ascpt.onlinelibrary.wiley.com/doi/pdf/10.1002/cpt.2145> [↑](#footnote-ref-2)
3. <https://ascpt.onlinelibrary.wiley.com/doi/10.1002/cpt.2587> [↑](#footnote-ref-3)