



United States District Court  
for the Northern District of California

*Mara Berton v. Aetna Inc. & Aetna Life Insurance Co.*

Case No. 4:23-cv-01849 (HSG)

# Class Action Notice

*Authorized by the U.S. District Court*

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**Between 4/17/19  
and 12/31/24,  
were you an  
Aetna member  
in an LGBTQ+  
relationship  
trying to get  
pregnant who  
couldn't get  
benefits for IUI  
or ICI  
treatment?**

**There is a major  
settlement of a  
class action  
lawsuit.**

**You may be  
entitled to  
money.**

**To be part of this  
settlement, you  
should:**

**Read this Notice.**

**Respond by June  
29, 2026.**

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Important things to know:

- To get money from this settlement you must submit a Claim Form by the deadline.
- You can learn more and access your Notice and Claim Form in additional languages at: [www.CaliforniaInfertilitySettlement.com](http://www.CaliforniaInfertilitySettlement.com).

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# About This Notice

## Why did I get this Notice?

This is a class notice about a settlement of the case *Berton v. Aetna Inc. & Aetna Life Insurance Co.* The settlement is for LGBTQ+ people who were Aetna members and who were trying to get pregnant but couldn't get coverage for fertility treatment because of Aetna's definition of infertility. **You received this Notice because you may be a member of the group of people affected, called the "Class."** This Notice tells you about the main points of the proposed Settlement Agreement, explains what rights you and others in the group have, and helps you make informed choices about what to do next. Some Class Members are receiving a different notice.

For the precise terms of the settlement, please see the Settlement Agreement available at [www.CaliforniainfertilitySettlement.com](http://www.CaliforniainfertilitySettlement.com), by contacting class counsel using the contact information on page 17 below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

## What do I do next?

Read this Notice to understand the settlement and to determine if you are a Class Member. Then, decide if you want to:

| Options                    | More information about each option                                                                                                 |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submit a Claim Form</b> | You must submit a Claim Form to receive payment. You will be bound by the settlement.                                              |
| <b>Do Nothing</b>          | Get no payment. You will not be bound by the settlement. Allows you to bring your own lawsuit against Aetna about the same issues. |
| <b>Object</b>              | Tell the Court why you don't like the settlement.                                                                                  |

Read on to understand the specifics of the settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object: **June 29, 2026**

Your deadline to submit a claim form: **June 29, 2026**

Deadline for Plaintiff to file motion for attorneys' fees and service award:  
**May 25, 2026**

Settlement approval hearing: **November 12, 2026**

## Learning About the Lawsuit

### What is this lawsuit about?

In 2023, Plaintiff Mara Berton filed a class action lawsuit against Aetna Inc. & Aetna Life Insurance Co. ("Aetna"). Ms. Berton alleged, on behalf of herself and all similarly situated people, that Aetna denied equal access to insurance coverage for fertility treatment to individuals in LGBTQ+ relationships. Ms. Berton claimed that Aetna's policy was discriminatory to her and others like her seeking to get pregnant through artificial insemination. This is because under Aetna's policy, she would have had to pay out-of-pocket to complete 12 cycles of artificial insemination (e.g., intrauterine insemination (IUI), intracervical insemination (ICI), or intravaginal insemination (IVI)) to qualify as "infertile" and get fertility treatment coverage. By contrast, Ms. Berton alleged that such individuals in straight relationships only had to say that they had 12 months of frequent intercourse to qualify as "infertile," and did not have to pay out-of-pocket for fertility treatment.

Aetna denies that it did anything wrong. the Court did not make a final ruling in favor of either Ms. Berton or Aetna.

## Why is there a settlement in this lawsuit?

In 2025, the Parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of Plaintiff Mara Berton and all similarly situated individuals, which includes Aetna members on commercial health plans in California who have uteruses and were in Eligible LGBTQ+ Relationships and who, between **4/17/19 and 12/31/24**, were unable to access insurance benefits for IUI or ICI and other fertility treatments because of Aetna's allegedly discriminatory policy. The Court has not finally decided this case in favor of either side.

## What happens next in this lawsuit?

The Court will hold a Fairness Hearing to decide whether to approve the settlement. The hearing will be held at:

**Where:** U.S. District Court for the Northern District of California, Oakland Courthouse, Courtroom 2 – 4<sup>th</sup> Floor, 1301 Clay Street, Oakland, CA 94612.

**When:** 2:00 p.m. on November 12, 2026.

The Court has directed the Parties to send you this Notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the Fairness Hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [www.CaliforniaInfertilityTreatment.com](http://www.CaliforniaInfertilityTreatment.com).

## Learning About the Settlement

### Who does the settlement include?

The following classes of individuals have been certified by the Court to participate.

1. **Category A Class Members**, comprising California residents who the Parties agree sought and were denied coverage for IUI or ICI due to the Definition of Infertility during the Class Period and whose Aetna records suggest they were individuals with uteruses in an Eligible LGBTQ+ Relationship during the Class Period;
2. **Category B Class Members**, comprising California residents who the Parties agree sought and were denied coverage for IUI or ICI due to the Definition of Infertility during the Class Period, and who submit an attestation certifying that they were individuals with uteruses in an Eligible LGBTQ+ Relationship at the time they sought coverage (the "Attestation");

3. **Category C Class Members**, comprising California residents who submit an Attestation, were members of an Aetna plan during the Class Period, and provide evidence of out-of-pocket expenses for IUI or ICI services received that would have been covered by their Aetna plan; and
4. **Category D Class Members**, comprising California residents who sought coverage for IUI or ICI during the Class Period that was denied, then followed by an approval within 90 days or otherwise paid by Aetna, and who meet the following:

**Category D-A** is made up of individuals whose Aetna records indicate were individuals with uteruses in an Eligible LGBTQ+ Relationship during the Class Period and who provide evidence of out-of-pocket expenses for artificial insemination services received that would have been covered by their Aetna plan, but have not yet been paid;

**Category D-B** is made up of individuals who submit an Attestation and who provide evidence of out-of-pocket expenses for artificial insemination services received that would have been covered by their Aetna plan, but have not yet been paid.

## What does the settlement provide?

The settlement pays money to Aetna members with uteruses in Eligible LGBTQ+ Relationships who were unable to access insurance benefits for IUI or ICI between **4/17/19 and 12/31/24** because of Aetna's allegedly discriminatory policy. Aetna has also agreed to implement nationwide its new policy making IUI and ICI standard diagnostic medical benefits, and it has agreed that individuals with uteruses who are in Eligible LGBTQ+ Relationships at the time of seeking services are no longer required to undergo any greater number of ovulation cycles to qualify for IVF than individuals with uteruses who are in heterosexual relationships.

Aetna will also change its clinical policy to make it clear that the limited availability of chosen donor sperm can be taken into account if someone wants to move from artificial insemination to IVF earlier than would otherwise be covered, and it will ensure that if someone qualifies for IVF coverage once, they do not have to do any additional ovulation cycles to qualify again for a later attempt at pregnancy through IVF.

At this time, the exact size of the Class is unknown. Accordingly, Aetna has agreed to pay benefits to all individuals who are part of the Class as follows:

- If there are 175 or fewer Class Members who do not request exclusion, Aetna has agreed to pay all eligible Class Members a “Default Monetary Payment” of \$10,000. But if there are more than 175 Class Members, Class Members will equally split a \$1,750,000 Settlement Fund and will receive less than \$10,000.
- Aetna has agreed to separately pay default “Dollars for Benefits” payments of \$1,408 to reimburse Class Members for what Aetna would have paid to providers if Aetna’s allegedly discriminatory policy had not been applied to them, unless those claims were previously paid. These “Dollars for Benefits” payments will equal no less than \$1,408.
- Aetna has agreed to create a “Special Harms Common Fund” in the amount of \$250,000 to be allocated to Class Members who submit proof of additional harms in excess of the Default Monetary Recovery amount. Any funds remaining in the Special Harms Common Fund after those claims are determined will be split equally among Class Members who cashed their first checks. Claims made on this fund will be decided by an independent third party, retired United States Magistrate Judge Steven Gold.

Aetna will also pay a separate amount for attorneys’ costs and fees to be approved by the Court, and a separate amount for administering this settlement. Ms. Berton will also ask the Court for a \$15,000 award for her work bringing this case. **These amounts will not reduce the amount of payment Class Members will receive in this settlement.**

Members of the settlement Class will “release” their claims as part of the settlement, which means they cannot participate in another lawsuit against Aetna for the same issues in this lawsuit. The full terms of the release can be found at [www.CaliforniaInfertilitySettlement.com](http://www.CaliforniaInfertilitySettlement.com).

## How do I know if I am part of this settlement?

You may be part of the Class if you meet all of the following criteria:

1. You resided in California & were on an Aetna plan that covered certain infertility benefits between April 17, 2019 and December 31, 2024; and

2. You had a uterus between those dates; and
3. You were in an Eligible LGBTQ+ Relationship between those dates; and
4. You were directly impacted by Aetna's allegedly discriminatory policy, either because you:
  - A. Sought and were denied coverage for IUI or ICI your plan would have covered if you were considered infertile; or
  - B. Did not seek coverage because you believed you were ineligible, and paid out of pocket for IUI or ICI at a time when you were on an Aetna plan.

## What is an Eligible LGBTQ+ Relationship?

An "Eligible LGBTQ+ Relationship" means a personal relationship (but not including a surrogacy relationship) involving two individuals who, at the time of seeking services, self-identify as "LGBTQ+," meaning lesbian, gay, bisexual, transgender, queer, intersex, and/or nonbinary, consisting of one individual with a uterus and another individual incapable of producing viable sperm due to being assigned the female sex at birth, being intersex, or having been assigned the male sex at birth and having transitioned or being in the process of transitioning to the female gender. "Incapable of producing viable sperm" is intended to include circumstances in which, due to gender dysphoria, sperm production and/or intercourse resulting in egg-sperm contact are clinically inadvisable.

## How much will my payments be?

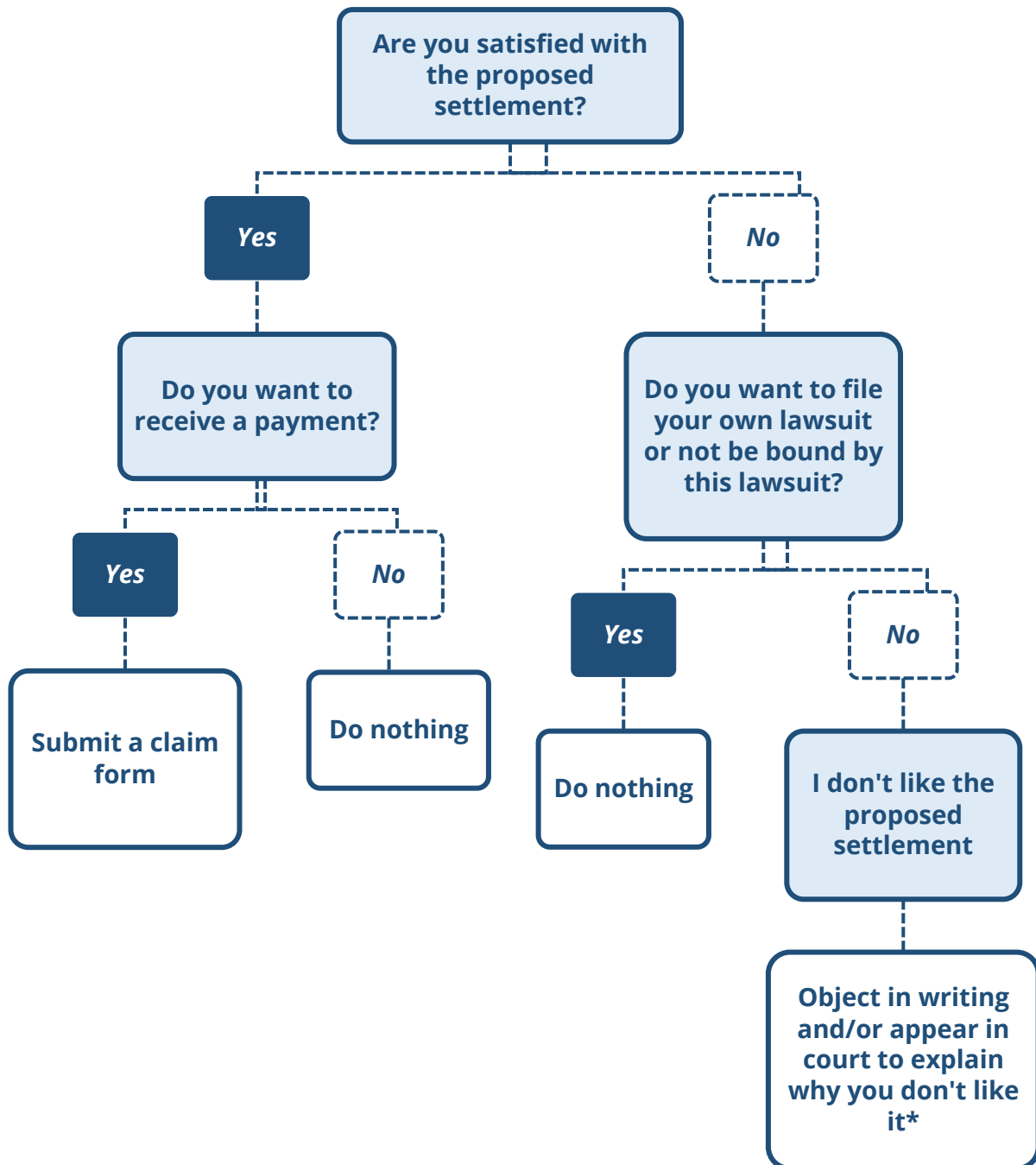
Aetna's records have identified you as a possible Category B Class Member. **This means you have to submit a Claim Form to receive money.**

Your total payments received from the settlement will depend on how many individuals establish they are part of the Class, as some Class Members are required to make submissions to qualify.

| Settlement Benefit                     |                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                 |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Default Monetary Payment               | If there are <i>up to</i> 175 Class Members:<br><br>\$10,000                                                                                                                                                                                                                                                                                                                                                                   | If there are <i>more than</i> 175 Class Members:<br><br>Payments will be reduced so that you receive a proportionate share of a \$1.75 million fund.<br><i>(E.g. if there are 200 Class Members, you will receive \$8,750 (\$1.75 million / 200 = \$8,750))</i> |
| Default “Dollars for Benefits” Payment | You will receive \$1,408 if you underwent IUI or ICI and Aetna did not cover your treatment                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                 |
| Potential additional compensation      |                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                 |
| Higher “Dollars for Benefits” Payment  | Instead of the default “Dollars for Benefits” payment, you may request a higher Dollars for Benefits payment and potentially receive an amount greater than the default payment. You may be eligible for a higher payment if had you been considered infertile, your plan would have paid your provider more than the Default Dollars for Benefits payment.                                                                    |                                                                                                                                                                                                                                                                 |
| Special Harms Common Fund              | If you experienced additional “Special Harms,” including expenses that exceed the sum of the Default Monetary Payment and Dollars for Benefits Payment, pain and suffering from medical procedures you underwent to meet Aetna’s requirements, delay in getting pregnant or loss of the ability to get pregnant, or other extraordinary harm, you may apply to receive a payment from a \$250,000 “Special Harms Common Fund.” |                                                                                                                                                                                                                                                                 |

# Deciding What to Do

What is the best path for me?



*\*You can object to the settlement AND submit a Claim Form to receive payment.*

# Submitting a Claim

## How do I get a payment if I am a Class Member?

To receive money, you must submit the Claim Form included with this Notice by mail or submit a claim online through the settlement website. **You must submit your Claim Form by June 29, 2026.** If there is a problem with your Claim Form the Settlement Administrator will promptly notify you so you can fix it. No more corrections will be allowed after August 28, 2026.

The settlement website is: [www.CaliforniaInfertilitySettlement.com](http://www.CaliforniaInfertilitySettlement.com)

The Settlement Administrator's address is:

Berton v. Aetna Inc. & Aetna Life Insurance Co.  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164

## Do I have a lawyer in this lawsuit?

In a class action, the court appoints Class Representatives and lawyers to work on the case and represent the interests of all the Class Members. For this settlement, the Court has appointed the following individuals and lawyers.

### Your Class Representative:

**Mara Berton**

### Your lawyers:

KATZ BANKS KUMIN LLP  
*Rebecca Peterson-Fisher*  
*Jennifer L. Liu*  
*Hugh Baran*  
*Marilyn Robb*  
235 Montgomery St.  
Suite 665  
San Francisco, CA 94104

NATIONAL WOMEN'S LAW  
CENTER  
*Michelle Banker*  
*Noel León*  
*Alison Tanner*  
1350 I Street NW, Suite 700  
Washington, DC 20005

ALTSHULER BERZON LLP  
*Barbara J. Chisholm*  
*Connie K. Chan*  
*Robin S. Tholin*  
177 Post Street, Suite 300  
San Francisco, CA 94108

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Will I need to pay the lawyers in this case?

**No.** Lawyers' fees and costs will be paid by Aetna, separate from the payments to Class Members.

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this settlement, that the Court approve a payment of up to \$1.6 million in attorneys' fees plus the reimbursement of up to \$25,000 in out-of-pocket expenses. This payment will not come out of the money already set aside for Class Members.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

## What if I don't want to be part of this settlement?

Do not send in a Claim Form. You will not receive any money and you will not be bound by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the policy changes called for by the proposed settlement.

# Objecting

## What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. **You only have the right to object if you are a Class Member,**

**which means you also must send in a Claim Form for your objection to be considered.**

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must:

1. Clearly identify the case name and number (**Berton v. Aetna Inc. et al, Case No. 4:23-cv-01849 (HSG)**).
2. Be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Clerk of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland California.
3. Include the objector's full name, address, telephone number, and email address (if you have one).
4. Explain the reasons for the objection, and whether your objection applies to just you, to a subset of the class, or the entire Class.
5. Be filed or postmarked on or before June 29, 2026.

## Doing Nothing

### What are the consequences of doing nothing?

You will not get any money and you will not release any claims.

## Key Resources

### How do I get more information?

- You can get additional information by going to the website for the settlement or by contacting the Settlement Administrator or your lawyers using the contact information below.

- Relevant court documents, including Plaintiff's motion for attorneys' fees and service award due May 25, 2026, will be available on the settlement website listed below.

| Resource                                             | Contact Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Settlement website</b>                            | <a href="http://www.CaliforniaInfertilitySettlement.com">www.CaliforniaInfertilitySettlement.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Settlement Administrator</b>                      | Berton v. Aetna Inc. & Aetna Life Insurance Co.<br>c/o Atticus Administration<br>PO Box 64053<br>Saint Paul, MN 551641-800-842-7690<br><a href="mailto:CaliforniaInfertilitySettlement@atticusadmin.com">CaliforniaInfertilitySettlement@atticusadmin.com</a>                                                                                                                                                                                                                                                                                                   |
| <b>Designated Points of Contact for Your Lawyers</b> | KATZ BANKS KUMIN LLP<br>Marilyn Robb<br>11 Dupont Circle NW<br>Suite 600<br>Washington, DC 20036<br><a href="mailto:robb@katzbanks.com">robb@katzbanks.com</a><br><br>NATIONAL WOMEN'S LAW CENTER<br>Alison Tanner<br>1350 I Street NW, Suite 700<br>Washington, DC 20005<br>(202) 588-5180<br><a href="mailto:atanner@nwlc.org">atanner@nwlc.org</a><br><br>ALTSHULER BERZON LLP<br>Robin S. Tholin<br>177 Post Street, Suite 300<br>San Francisco, CA 94108<br>(415) 421-7151<br><a href="mailto:rtholin@altshulerberzon.com">rtholin@altshulerberzon.com</a> |
| <b>Court (DO NOT CONTACT)</b>                        | U.S. District Court for the Northern District of California<br>Oakland Courthouse<br>1301 Clay Street<br>Oakland, CA 94612                                                                                                                                                                                                                                                                                                                                                                                                                                      |