

RETURN DATE: AUGUST 12, 2025	:	SUPERIOR COURT
	:	
NANCY ROSEN HUBER, MARALEE HILL,	:	JUDISTRICT OF
SETH HUBER, EVAN HUBER, and	:	NEW HAVEN
VICTORIA HILL	:	
	:	
v.	:	AT NEW HAVEN
	:	
YALE-NEW HAVEN HOSPITAL, INC.;	:	
YALE NEW HAVEN HEALTH SERVICES	:	
CORP.; and YALE UNIVERSITY A/K/A	:	
YALE SCHOOL OF MEDICINE	:	JULY 11, 2025

COMPLAINT

1. Having difficulty conceiving a child with their husbands, Nancy Rosen Huber and Maralee Hill consented to artificial insemination treatment with Dr. Burton V. Caldwell, a reproductive endocrinologist in New Haven who had caused them to believe he was affiliated with, and that they were being inseminated as part of, a Yale program.

2. As part of the procedure, Dr. Caldwell promised Ms. Huber and Ms. Hill that they would be inseminated with sperm from an anonymous donor, sourced from a current Yale medical student or resident who had been screened for health conditions, resembled their husbands in appearance, had no plans to stay in the area after graduation, and who had not been a frequent donor. He also represented that they and their families would never have contact with the donor.

3. But unbeknownst to Ms. Huber and Ms. Hill, Dr. Caldwell did not comply with these promises to them. Instead, they were inseminated with his own sperm.

4. Dr. Caldwell has admitted that he engaged in such conduct.

5. Based on Dr. Caldwell's promises and the trust they placed in him as their doctor, Ms. Huber and Ms. Hill submitted to artificial insemination, a procedure that required painful and uncomfortable preparation, extraordinary vulnerability and intimate contact, and stigma at the time. They deserved to be able to trust that he would care for them with sensitivity, empathy, and

professionalism.

6. During the relevant period, Dr. Caldwell was on the Medical Staff at Yale-New Haven Hospital, represented that he had access to Yale medical students and residents, was a Professor at the Yale School of Medicine, provided at least some of the fertility care at issue—including artificial inseminations—in Yale buildings, and had other connections and affiliations to Yale and Yale-New Haven Hospital.

7. Based on these artificial inseminations, Ms. Huber and Ms. Hill became pregnant with, and gave birth to, children. Ms. Huber’s children from these artificial inseminations were plaintiffs Seth Huber and Evan Huber. Ms. Hill’s child from these artificial inseminations was plaintiff Victoria Hill.

8. For roughly 35 years, despite full knowledge of his actions and their implications—as well as his fiduciary obligations to his patients—Dr. Caldwell, his practice, and anyone else who knew of his misconduct concealed it from the plaintiffs.

9. The plaintiffs learned of this misconduct only recently, through commercial genetic testing.

10. This misconduct—and the concealment of it—has had devastating results for the plaintiffs.

11. One thing, above all, is clear: the plaintiffs deserve answers—answers about how this conduct was allowed to happen, who knew of it, and when, and how it was kept from them for so many years.

12. In February 2024, Ms. Huber and Ms. Hill sought examination and discovery in connection with potential medical malpractice, fraudulent concealment, Connecticut Unfair Trade Practices Act, and other tort and/or contracts claims stemming from this matter.

13. Their Bill of Discovery was granted as to the Yale defendants on January 3, 2025. To this date, however, none of the Yale defendants has provided a single page of discovery, continuing to stonewall Ms. Huber and Ms. Hill.

PARTIES

14. Plaintiff Nancy Rosen Huber is a citizen of the State of Connecticut residing in Wallingford, Connecticut.

15. Plaintiff Seth Huber is a citizen of the State of Connecticut residing in Wallingford, Connecticut.

16. Plaintiff Evan Huber is a citizen of the State of Connecticut residing in Middlebury, Connecticut.

17. Plaintiff Maralee Hill is a citizen of the State of Connecticut currently residing in Wethersfield, Connecticut.

18. Plaintiff Victoria Hill is a citizen of the State of Connecticut currently residing in Wethersfield, Connecticut.

19. Defendant YALE UNIVERSITY is a specially chartered corporation licensed to do business in the State of Connecticut owning, operating, and/or affiliated with a hospital, defendant YALE-NEW HAVEN HOSPITAL, INC., and other healthcare entities, including defendant YALE NEW HAVEN HEALTH SERVICES CORPORATION, employing and providing physicians and surgeons of various specialties, including obstetrics and gynecology, fertility and infertility, and reproductive endocrinology, to Yale-New Haven Hospital and its patients.

20. Defendant YALE SCHOOL OF MEDICINE, which is affiliated with and works closely with Yale-New Haven Hospital and Yale New Haven Health Services Corporation, is part

of Yale University.

21. Throughout this Complaint, defendants Yale School of Medicine, Yale University, Yale-New Haven Hospital, Inc., and Yale-New Haven Health Services Corporation will be referred to collectively as “Yale” or “the Yale defendants.”

YALE’S RESPONSIBILITY

22. At all relevant times, Dr. Caldwell had privileges, credentials, and was on the medical staff at Yale.

23. At all relevant times, Dr. Caldwell was a professor at the Yale School of Medicine who actively taught students there, including in Yale-New Haven Hospital facilities.

24. At all relevant times, Dr. Caldwell saw and treated patients, including reproductive endocrinology patients, at Yale.

25. Maralee Hill received all relevant care from Dr. Caldwell and his staff, including her artificial insemination, in a building that was part of Yale-New Haven Hospital.

26. Public records indicate that this building was a Yale and/or Yale-New Haven Hospital facility at all relevant times.

27. Roberta White was a nurse who worked with Dr. Caldwell and was for a period of time an employee of Yale.

28. Maralee Hill received care from and witnessed Dr. Caldwell and Roberta White providing care in and demonstrating control of clinical space in that Yale building numerous times during the relevant period.

29. Other witnesses describe receiving fertility care from or otherwise witnessing Dr. Caldwell and Roberta White provide care in and demonstrate control of clinical space in that Yale building during the relevant period.

30. On information and belief, Dr. Caldwell and Roberta White could only have provided this care in and had control of clinical space in that Yale building as a result of Yale providing them with authorization, control, and resources to provide reproductive endocrinology and/or fertility services, and specifically, the artificial insemination services at issue in this case, at all relevant times.

31. At least as early as 1981, Yale had a Section of Reproductive Biology, located within the Department of Obstetrics and Gynecology at Yale School of Medicine.

32. At least as early as 1983, Yale was providing care related to in-vitro fertilization.

33. At all relevant times, including at least as early as 1984, Yale had and administered an Infertility Clinic and publicly listed the phone number of the Infertility Clinic at Yale University School of Medicine and/or Yale-New Haven Hospital.

34. On information and belief, at all relevant times, no other hospital, academic institution, or other significant medical entity in the New Haven area had such an Infertility Clinic or provided similar fertility and/or infertility services or had similar facilities.

35. At all relevant times, according to publicly available records, one of, if not the only, other groups of physicians providing infertility and/or fertility services in the New Haven area was a medical group whose corporate President was affiliated with Yale, including but not limited to by being on the faculty as a professor of Obstetrics, Gynecology & Reproductive Sciences in the Department of Obstetrics and Gynecology at the Yale University School of Medicine, and whose private practice was located in the same building as Dr. Caldwell's.

36. On information and belief, Dr. Caldwell and the members of that physician group, including that physician-group President/School of Medicine professor, knew each other,

and/or worked together, including but not limited to Dr. Caldwell serving as a co-author on an academic paper with one of the members of that practice.

37. In multiple academic papers published throughout the time period relevant to this Petition, Dr. Caldwell was credited as a co-author in his capacity as an affiliate, member, and/or physician-researcher of or at Yale. These attributions described his affiliation as being with:

- a. Yale University;
- b. the Department of Medicine, Yale New Haven Hospital;
- c. Yale-New Haven Hospital;
- d. the Department of Obstetrics and Gynecology, Yale University School of Medicine; and
- e. the Section of Reproductive Biology, Obstetrics and Gynecology, Yale University School of Medicine.

38. Yale authorized, allowed, and encouraged Dr. Caldwell to co-author academic papers in the area of endocrinology, obstetrics and gynecology, and/or the reproductive sciences as a part of, and listing his affiliation as with, Yale.

39. At all relevant times, Dr. Caldwell and Roberta White solicited donor sperm for artificial insemination procedures through advertisement on Yale's campus, including at or in the vicinity of Yale University School of Medicine and/or Yale-New Haven Hospital.

40. At all relevant times, Dr. Caldwell and Roberta White solicited, and on at least some occasions, utilized, sperm from Yale medical students and/or residents.

41. Throughout that period, Dr. Caldwell and Roberta White made statements to Maralee Hill leading her to believe that her artificial inseminations were part of a Yale infertility and/or fertility program.

42. When asked by Victoria Hill why he engaged in the conduct alleged in this Petition, Dr. Caldwell explained that that one of the reasons involved the receipt of funds from grants.

43. On information and belief, Dr. Caldwell would have no means for receiving or utilizing grants other than through a major medical institution with a research component, and Yale was the only such institution with which he was affiliated during the relevant period.

44. At all relevant times, Dr. Caldwell was an employee, servant, actual agent, and/or apparent agent of Yale, and/or Yale had direct involvement in and/or knowledge of Dr. Caldwell's conduct.

45. At all relevant times, Dr. Caldwell had a contract, agreement, or further understanding with Yale whereby Yale would send reproductive endocrinology patients to Dr. Caldwell for treatment; and/or Dr. Caldwell would send patients to Yale for obstetric, labor, delivery, and other treatment; and/or Yale would supply clinical and/or office space, equipment, nurses, and/or staff for Dr. Caldwell's treatment services; and/or Dr. Caldwell advertised that he used Yale personnel, students, and/or facilities to obtain donor sperm and/or perform fertility services, and Yale allowed and/or encouraged him to do so; and/or Dr. Caldwell actually used Yale personnel, students, and/or facilities to obtain donor sperm, and Yale allowed and/or encouraged him to do so; in other words, a joint venture or co-management.

NANCY HUBER'S ARTIFICIAL INSEMINATION

46. In or around July 1982, Nancy Huber's husband was diagnosed with cancer. Because the Hubers wanted children and treatment of her husband's cancer might interfere with his fertility, Nancy Huber's husband was referred to Dr. Caldwell for evaluation and treatment.

47. Dr. Caldwell described to her husband an "experimental treatment" that could

preserve his fertility during treatment for his cancer. Based on Dr. Caldwell's representations, Nancy's husband chose to undergo the suggested experimental treatment during his treatment for his cancer.

48. In or around 1983, Nancy's husband's cancer went into remission. Nancy and her husband returned to Dr. Caldwell for evaluation and treatment of their difficulties with fertility. In early 1984, based on Dr. Caldwell's advice, they decided to attempt artificial insemination with Nancy's husband's preserved sperm.

49. After multiple rounds of insemination procedures, Nancy had not become pregnant. At that point, Dr. Caldwell informed Nancy and her husband Huber that her husband's sperm had low motility and that they were unlikely to be able to achieve a pregnancy with it. Dr. Caldwell never showed Nancy and her husband any documentation of this test result.

50. In or around July 1984, Dr. Caldwell informed Nancy and her husband that he could arrange for Nancy to become pregnant through artificial insemination with donor sperm.

51. Dr. Caldwell represented to Nancy and her husband that, if Nancy agreed to undergo the procedure, she would be inseminated with sperm from an anonymous donor, sourced from a current Yale medical student who had been screened for health conditions, had similar physical appearance and characteristics to her husband, had no plans to stay in the area after graduation, and who was not a frequent donor. He also represented that Nancy and her family would never have any contact with the donor.

52. Based on Dr. Caldwell's representations, Nancy Huber agreed to undergo the procedure of artificial insemination with donor sperm. She conducted similar preparations, including injecting herself with hormones and undergoing invasive ultrasounds, as she had done for the previous rounds of insemination. She paid Dr. Caldwell for all the foregoing care.

53. However, instead of sourcing the sperm from a Yale medical student complying with his representations, Dr. Caldwell caused Nancy Huber to be inseminated with his own sperm. He did not ever tell her that he was going to do or had done this.

54. Nancy would never have agreed to the procedure if she had known that Dr. Caldwell would inseminate her with his own sperm.

55. The artificial insemination procedure was conducted at the direction of Dr. Caldwell by a nurse supervised by Dr. Caldwell who was known to be, at least at some times, an employee of Yale.

56. Nancy Huber subsequently underwent testing to determine whether she was pregnant. Dr. Caldwell called her and informed her that she was pregnant.

57. During her pregnancy, in addition to Dr. Caldwell, Nancy treated with her obstetrician-gynecologists at Saint Raphael's Hospital, which has been acquired, and is currently owned, by Yale.

58. As a result of that pregnancy, Nancy Huber gave birth to Seth Huber and Evan Huber at Saint Raphael's Hospital. Seth and Evan Huber are biological children of Dr. Caldwell.

59. At all relevant times, Nancy Huber, Seth Huber, and Evan Huber were patients of Dr. Caldwell and the Yale defendants.

MARALEE HILL'S ARTIFICIAL INSEMINATION

60. Maralee Hill was originally referred to Dr. Caldwell in 1974 by her obstetrician-gynecologist after she had trouble getting pregnant.

61. Maralee's obstetrician-gynecologist was a Yale doctor. She understood that she was being referred to Dr. Caldwell because he was a Yale doctor.

62. Dr. Caldwell represented to Maralee and her husband that, if Maralee agreed to

undergo the artificial insemination procedure, she would be inseminated with sperm from an anonymous donor, sourced from a current Yale medical student or resident who had been screened for health conditions, had similar physical appearance and characteristics to her husband, had no plans to stay in the area after graduation, and who had not been a frequent donor. He also represented that they would never have any contact with the donor.

63. Based on Dr. Caldwell's representations, Maralee agreed to undergo the procedure of artificial insemination with donor sperm. She conducted preparations, including injecting herself with hormones and undergoing invasive ultrasounds.

64. Over the course of almost 10 years, Maralee would conceive five pregnancies and give birth to two children through artificial insemination under the care of Dr. Caldwell. Dr. Caldwell made the abovementioned representations with regard to the procedures that led to all those pregnancies.

65. Throughout that period, Dr. Caldwell made statements to Maralee Hill leading her to believe that her artificial inseminations were part of a Yale infertility and/or fertility program.

66. In 1984, Maralee underwent an artificial insemination under the care of Dr. Caldwell and became pregnant as a result.

67. Maralee Hill received all relevant care related to this pregnancy from Dr. Caldwell, including her artificial insemination, in a building that was part of Yale-New Haven Hospital.

68. Maralee Hill received care from and witnessed Dr. Caldwell and Roberta White providing care in that Yale building numerous times.

69. Unbeknownst to her, Dr. Caldwell's representations about the donor sperm he

would use were false.

70. Instead of sourcing it from a Yale medical student or resident complying with his representations, Dr. Caldwell caused Maralee to be inseminated with his own sperm. He did not ever tell her that he was going to do or had done this.

71. Maralee would never have agreed to the procedure if she had known that Dr. Caldwell would inseminate her with his own sperm.

72. The artificial insemination procedure was conducted, at the direction of Dr. Caldwell, by a nurse supervised by Dr. Caldwell named Roberta White, who was at least at some times an employee of Yale.

73. During her pregnancy, Maralee treated with her obstetrician-gynecologists at Yale-New Haven Hospital.

74. As a result of the artificial insemination Dr. Caldwell performed on Maralee Hill using his own sperm, Maralee gave birth to Victoria Hill at Yale-New Haven Hospital.

75. At all relevant times, Victoria Hill and Maralee Hill were patients of Dr. Caldwell and the Yale defendants.

THE CONCEALMENT OF THE WRONGDOING AND PREVENTION OF THE PLAINTIFFS' DISCOVERY OF IT

76. Nancy Huber continued to keep in touch with Dr. Caldwell throughout her pregnancy and for at least some time afterward. Maralee was in touch with Dr. Caldwell continually throughout the mid-1970s through at least 1984.

77. As medical professionals providing treatment to the plaintiffs, Dr. Caldwell and Yale had a fiduciary and confidential relationship characterized by a unique degree of trust and confidence between the parties, in which Dr. Caldwell and Yale had superior knowledge, skill, and expertise, and were under a duty to represent the interests of the plaintiffs. The superior

position of Dr. Caldwell and Yale afforded them great opportunity for abuse of the confidence reposed in them.

78. At all relevant times, Dr. Caldwell and Roberta White had actual knowledge that Dr. Caldwell had caused Nancy Huber and Maralee Hill to be inseminated with Dr. Caldwell's sperm in violation of their representations to them, and all the foregoing facts, which were material.

79. At no time did Dr. Caldwell, Roberta White, or Yale inform the plaintiffs of these material facts, including that Nancy Huber and Maralee Hill had been inseminated with Dr. Caldwell's own sperm and that he was the biological father of their children. Instead, despite their actual awareness of these facts, Dr. Caldwell, Roberta White, and anyone else who knew them intentionally concealed them from the plaintiffs.

80. At all relevant times, Dr. Caldwell had actual knowledge that he has an extensive family history of Type I and II diabetes, high blood pressure, cancer, Parkinson's Disease, heart disease, and arthritis, which were likely to be passed down to any and all of his descendants, as well as all the foregoing facts, which were material.

81. At no time did Dr. Caldwell or Yale inform the plaintiffs that the sperm Dr. Caldwell and Roberta White had used to inseminate or conceive them came from a person with these serious health conditions, or any of the foregoing facts, which were material. Instead, Dr. Caldwell, Roberta White, and anyone else who knew these facts affirmatively concealed them from the plaintiffs.

82. As a result, Nancy Huber and Maralee Hill's children conceived with Dr. Caldwell's sperm suffered a risk of serious health conditions, and actually having serious health conditions, that they should not have and would not have otherwise suffered. Likewise, as a result, Nancy Huber and Maralee Hill suffered knowing that their children suffered a risk of serious health

conditions, and actually having serious health conditions, that they should not and would not otherwise have, and related emotional distress. Additionally, as a result, the plaintiffs were deprived of knowledge of their children's risk of or having those serious health conditions, and receiving medical care, or making other life decisions, to mitigate the risks related to those conditions.

83. Dr. Caldwell, Roberta White, and anyone else who knew of these conditions had reason to know that the plaintiffs required ongoing treatment or monitoring for the abovementioned health conditions listed in this Complaint, and based on the foregoing facts, had a continuing duty to warn the plaintiffs and/or monitor those conditions.

84. Dr. Caldwell, Roberta White, and anyone else who knew of their actions committed an initial wrong against the plaintiffs by failing to inform them that he had used his own sperm, rather than compliant donor sperm, in inseminating Nancy Huber and Maralee Hill and conceiving their children, and owed a continuing duty to inform them of that wrong, and in failing to inform them, continually breached that duty.

85. Dr. Caldwell, Roberta White, and anyone else who knew of these facts concealed them from the plaintiffs with the purpose of obtaining delay in the plaintiffs' filing a complaint on the relevant causes of action, and the purpose of misleading them into inaction.

86. Upon learning that Dr. Caldwell was potentially her biological father, Maralee's daughter, Victoria, confronted Dr. Caldwell at his house. Dr. Caldwell admitted to the conduct alleged above and that he had the abovementioned family and personal history of serious health conditions, which were likely to be passed on to any descendants, and provided Victoria with a list of those health conditions on the understanding that she was his descendant.

**YALE’S CONTINUED STONEWALLING
AND CONCEALMENT**

87. Since learning of Dr. Caldwell’s misconduct, rather than assisting the plaintiffs in discovering the truth about what happened to them and who was responsible for them—and taking the opportunity to thereby exonerate themselves from responsibility for it, if the facts bore that out—the Yale defendants have obstructed, stonewalled, and concealed at every turn, and taken every opportunity to delay providing information and documents to the plaintiffs. They have done this despite court orders for them to provide discovery. Based on their conduct, the most reasonable inference is that they have done so in order to attempt to run out the clock and evade liability in a case like this one.

88. On March 7, 2024, plaintiffs Nancy Rosen Huber and Maralee Hill (“the petitioners”) brought a Verified Petition for Bill of Discovery directed at Dr. Burton Caldwell, Yale New Haven Hospital, Inc., Yale University a/k/a Yale School of Medicine and Yale New Haven Health Services Corporation.

89. The Bill of Discovery generally alleged the facts recounted above.

90. As a result of the Bill of Discovery, the Court ordered Dr. Caldwell to submit to deposition and discovery. The petitioners took his deposition over two installments, confirming many of the facts above.

91. The Yale defendants filed a Motion to Strike the petitioners’ Petition for Bill of Discovery, claiming that the petitioners failed to demonstrate by detailed facts that there is probable cause to bring potential causes of action. The plaintiffs objected.

92. After multiple extensions requested by the Yale defendants, the Motion to Strike and Objection were argued.

93. After extensive briefing and argument, the Court granted the petitioners’ Bill of

Discovery on January 3, 2025. Dkt. No. UWY-CV24-6076511-S, Memorandum of Decision, DN 136.

94. In that ruling, this Court found that, “[a]s to the petitioner’s vicarious liability claims against the Yale defendants, and substantive claims of medical negligence and breach of contract, for which the court concludes that petitioners have demonstrated probable cause that potential causes of action exist, *the plaintiffs’ requested discovery is material and necessary.*” *Id.* at 47 (emphasis added).

95. The Court specifically described the appropriate discovery it was granting. It noted that “[t]he requested discovery is specifically addressed to Dr. Caldwell’s ‘relationship with Yale . . . during the relevant period.’” *Id.* (quoting Amend. Ver. Pet. ¶ 85(a)). “This includes the ‘details of his control over space in Yale-owned buildings . . . and his activities there,’ ‘the relationship between his practice . . . and Yale,’ the ‘details of [his] employment or any other financial relationships with Yale,’ and his ‘involvement with Yale fertility and infertility programs’ during the relevant period.” *Id.* (quoting Amend. Ver. Pet. ¶¶ 85(b)–(f)). “‘The requested discovery is addressed to his treatment of the plaintiffs and any related bills,’ and his ‘involvement in Yale’s grant application process’ related to ‘fertility or infertility treatment and research,’ and his ‘allocation and usage of grant funding obtained by Yale’ for those purposes.” *Id.* (quoting Amend. Ver. Pet. Id. ¶¶ 85(g), (h), (i), (j)).

96. The Court found all this discovery material, necessary, and appropriate, and “grant[ed] the bill of discovery as requested in the October 4, 2024 amended Verified Petition.” *Id.* at 47–48. It also specified certain restrictions: “it limit[ed] the relevant time period to 1974 through 1984.” *Id.* at 48. “The scope of discovery and inquiry to be made, is further limited to the substantive claims for which the court concluded that petitioners have established probable cause

that a potential cause of action exists, namely, vicarious liability, medical malpractice and breach of contract.” *Id.*

97. On January 19, 2025, the petitioners served discovery requests and a notice of deposition of the person most knowledgeable on the subjects of discovery granted by the Court, with the limitations ordered by the Court.

98. On March 14, counsel for the petitioners offered to enter into a tolling agreement so that the parties could complete the discovery ordered by the Court, and perhaps thereby avoid a lawsuit against the Yale defendants if the discovery exonerated them from responsibility, without prejudicing any party’s substantive rights. On March 18, counsel for the Yale defendants responded, indicating that the Yale defendants were not amenable to a tolling agreement.

99. On March 21, despite the Court’s previous ruling, the Yale defendants filed Objections to all the discovery requested.

100. On April 11, the petitioners’ and Yale defendants’ counsel met and conferred on the Yale defendants’ Motion and Objections. During that meeting, the Yale defendants’ counsel agreed to provide certain items and indicated it would continue to object to others.

101. Despite the Yale defendants’ agreement to provide certain items, they have still not provided a single page of documents or discovery. This includes the petitioners’ medical records, which Yale agreed to provide once once they received a Health Insurance Portability and Accountability Act (HIPAA) authorization from the petitioners. Yale received valid authorizations on May 13, 2025.

102. On April 16, the petitioners filed a Motion to Compel and an Objection to the Yale defendants’ Motion for a Protective Order.

103. On June 18, 2025, the Court granted the petitioners’ Motion to Compel and denied

the Yale defendants' Motion for a Protective Order, ordering that the Yale defendants to provide all the discovery requested by the petitioners on the issues set forth by the Court in its Order granting the petitioners' Bill of Discovery, except for two specific Requests for Production.

104. The Court specifically noted: "[T]he plaintiff issued deposition notices and document requests that largely incorporated the areas of discovery set forth in the amended petition. The defendants' motion for protective order challenges discovery requests on which the court already effectively ruled in its motion to strike decision. The court will not relitigate the scope of discovery, which is essentially law of the case."

105. Despite these orders, and multiple inquiries from plaintiffs' counsel, as of the time of this Complaint, the Yale defendants have not provided a single item of discovery. Nor have they indicated when they have any plans to do so.

COUNT ONE: **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
(All Plaintiffs v. All Defendants)

106. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

107. As a direct and proximate result of the aforementioned conduct of the defendants, the plaintiffs have suffered and/or continue to suffer from the following injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and

- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

108. There was a high risk that the defendants' negligent conduct would cause serious emotional distress to the plaintiffs, and the defendants were or should have been aware of this risk as to each of the plaintiffs.

109. The plaintiffs' distress was foreseeable.

110. The plaintiffs' emotional distress was severe enough that it might result in illness or bodily harm.

111. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have incurred and will continue to incur emotional distress because Dr. Caldwell, whom the plaintiffs trusted to perform an intimate procedure, used Dr. Caldwell's sperm to artificially inseminate Nancy Huber and Maralee Hill during the procedures that occurred in 1984 and resulted in the births of Seth Huber, Evan Huber, and Victoria Hill, and because Dr. Caldwell is the genetic father of Seth Huber, Evan Huber, and Victoria Hill.

112. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have incurred, and will continue to incur, emotional distress as a result of being denied knowledge and information concerning Dr. Caldwell, whom they trusted to perform an intimate procedure, using his own sperm to artificially inseminate Nancy Rosen Huber and Maralee Hill during the procedures that occurred in 1984, and that Dr. Caldwell is the genetic father of Seth Huber, Evan Huber, and Victoria Hill.

COUNT TWO: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(All Plaintiffs v. All Defendants)

113. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

114. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have incurred, and will continue to incur, emotional distress because Dr. Caldwell, whom they trusted to perform an intimate procedure, did not disclose using his own sperm to artificially inseminate Nancy Rosen Huber and Maralee Hill during the procedure that occurred in 1984, and because Dr. Caldwell is the genetic father of Seth Huber, Evan Huber, and Victoria Hill.

115. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have incurred, and will continue to incur, emotional distress as a result of being denied knowledge that Dr. Caldwell, whom they trusted to perform an intimate procedure, did not disclose using his own sperm to artificially inseminate Nancy Rosen Huber and Maralee Hill during the procedures that occurred in 1984, and that Dr. Caldwell is the genetic father of Seth Huber, Evan Huber, and Victoria Hill.

116. The defendants knew or should have known that the plaintiffs' emotional distress was the likely result of his conduct.

117. The defendants' conduct was extreme and outrageous and was the cause of the plaintiffs' distress, and the emotional distress sustained by the plaintiffs was severe.

118. As a direct and proximate result of the aforementioned conduct, the plaintiffs have and will continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;

- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

119. As a direct and proximate result of the aforementioned conduct by the Defendant, the plaintiffs have incurred and will continue to incur emotional distress because Dr. Caldwell, whom Nancy Huber and Maralee Hill trusted to perform an intimate procedure, used his own sperm to artificially inseminate her during the procedures that occurred in 1984 and resulted in the birth of Seth and Evan Huber, and Victoria Hill.

120. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have incurred, and will continue to incur, emotional distress as a result of being denied knowledge and information concerning Dr. Caldwell, whom they trusted to perform an intimate procedure, using his own sperm to artificially inseminate Nancy Huber and Maralee Hill during the procedures that occurred in 1984, and that Dr. Caldwell is the genetic father of Seth Huber, Evan Huber, and Victoria Hill.

COUNT THREE: FAILURE TO OBTAIN INFORMED CONSENT
(Nancy Huber and Maralee Hill v. All Defendants)

121. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

122. In providing medical treatment to Nancy Rosen Huber and Maralee Hill, Dr. Caldwell failed to disclose to them that he was using his own sperm, which carried his genetic material and health conditions, to artificially inseminate them. Nancy Rosen Huber and Maralee Hill were therefore each unable to make a knowledgeable evaluation of the reasonably foreseeable risks associated with the procedure.

123. Dr. Caldwell did not seek or obtain Ms. Huber or Ms. Hill's consent to

inseminate her with his own sperm.

124. As a direct and proximate result of the aforementioned conduct by Dr. Caldwell, Nancy Rosen Huber and Maralee Hill have and/or continues to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

COUNT FOUR: **CONNECTICUT UNFAIR TRADE PRACTICES ACT,**
Conn. Gen. Stat. § 42-110a *et seq.*
(All Plaintiffs v. All Defendants)

125. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

126. The foregoing conduct by the defendants constituted a deceptive practice and offended public policy, and was unethical, oppressive, immoral, and/or unscrupulously developed.

127. The defendants' conduct caused substantial injury to the plaintiffs and other consumers that is not outweighed by any countervailing benefits to anyone, and that the plaintiffs themselves could not have reasonably avoided.

128. As a result of the defendants' conduct, the plaintiffs suffered ascertainable losses, including but not limited to the payments they made to the defendants for the fertility

services that were falsely provided.

129. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have and/or continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

130. The defendants' conduct was a foreseeable cause of and a substantial factor causing the plaintiffs' injury, and the plaintiffs had no reasonable way of avoiding the injury.

131. The defendants' conduct constituted a violation of Conn. Gen. Stat. § 42-110a *et seq.*, the Connecticut Unfair Trade Practices Act.

COUNT FIVE: FRAUD
(Nancy Huber & Maralee Hill v. All Defendants)

132. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

133. The defendants' representations regarding the source of the donor sperm were false and Dr. Caldwell and other agents of the defendants knew or should have known they were false when he made them to Nancy Rosen Huber and Maralee Hill.

134. In reliance on these false representations, Ms. Huber and Ms. Hill agreed to the

artificial insemination procedure.

135. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have and/or continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

COUNT SIX: **MEDICAL NEGLIGENCE**
(All Plaintiffs v. Yale Defendants)

136. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

137. The said injuries suffered by the plaintiffs were caused by the failure of the defendants to exercise reasonable care under all the facts and circumstances then and there present in that they:

- a. Failed to establish adequate policies, procedures, controls, or other supervisory surveillance measures to ensure that Dr. Caldwell did not make false representations about donor sperm and/or fraudulently use his own sperm in artificial insemination procedures;
- b. Allowed Dr. Caldwell to represent to his patients that he obtained, and allowed him to actually obtain, donor sperm from Yale School of Medicine students and other Yale affiliates, including through advertising sperm donation and/or soliciting for sperm donors on the Yale campus and in Yale facilities;

- c. Failed to establish adequate policies, procedures, controls, or other supervisory or surveillance measures to ensure that the sources of donor sperm for artificial insemination procedures, and/or the sperm donations themselves, were properly tracked and/or recorded, and/or improper substitution of sperm for such procedures would be recognized;
- d. Failed to take measures to stop Dr. Caldwell from making false representations about donor sperm and/or fraudulently using his own sperm in artificial insemination procedures, despite the fact that it knew and/or should have known that he was doing so;
- e. Failed to report Dr. Caldwell to the appropriate authorities for making false representations about donor sperm and/or fraudulently using his own sperm in artificial insemination procedures, despite the fact that it knew and/or should have known that he was doing so;
- f. Allowed Dr. Caldwell to continue to provide fertility care and/or artificial insemination procedures to patients despite the fact that it knew and/or should have known that he had made false representations about donor sperm and/or fraudulently used his own sperm in artificial insemination procedures;
- g. Failed to prevent Dr. Caldwell from using his own sperm in artificial insemination procedures despite knowledge of his serious health conditions, which were likely to be passed on to any descendants;
- h. Failed to ensure that Dr. Caldwell informed patients of his serious health conditions, which were likely to be passed on to any descendants, before using his own sperm in artificial insemination procedures;
- i. Failed to ensure that Dr. Caldwell informed the plaintiffs that he had used his own sperms in the artificial insemination procedures that caused them to become pregnant or be born; and
- j. Failed to ensure that the plaintiffs were timely informed of the circumstances of the artificial insemination procedures that caused them to become pregnant or be born, including but not limited to that Dr. Caldwell used his own sperm in those procedures, and his own medical history.

138. It was foreseeable to the Yale defendants that their negligent supervision and continued retention of Dr. Caldwell would result in injuries like the plaintiffs’.

139. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have and/or continue to suffer from the following personal injuries, some or all of

which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

COUNT SEVEN: MEDICAL NEGLIGENCE
(All Plaintiffs v. All Defendants)

140. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

141. While under the care, treatment, monitoring, diagnosing, and supervision of the defendants, the plaintiffs suffered severe, serious, painful, permanent injuries as set forth herein.

142. The said injuries suffered by the plaintiffs were caused by the failure of the defendants to exercise reasonable care under all the facts and circumstances then and there present in that they:

- a. Made false representations to Nancy Huber and Maralee Hill about the donor sperm that would be used in her artificial insemination procedure;
- b. Used Dr. Caldwell's sperm to artificially inseminate Ms. Huber and Ms. Hill; and
- c. Used Dr. Caldwell's sperm to artificially inseminate Ms. Huber and Ms. Hill in violation of the representations that had been made to Ms. Huber and Ms. Hill about the donor sperm that would be used in the procedure.
- d. Failed to perform adequate medical history and other screening for sperm donors for artificial insemination procedures;

- e. Failed to adequately track sperm donors for artificial insemination procedures;
- f. Failed to establish adequate policies, procedures, controls, or other supervisory surveillance measures to ensure he did not make false representations about donor sperm and/or use his own sperm in artificial insemination procedures;
- g. Used Dr. Caldwell's sperm in artificial insemination procedures despite knowledge of his serious health conditions, which were likely to be passed on to any descendants;
- h. Failed to ensure that Dr. Caldwell informed patients of his serious health conditions, which were likely to be passed on to any descendants, before using his own sperm in artificial insemination procedures;
- i. Failed to ensure that Dr. Caldwell informed the plaintiffs that he had used his own sperm in the artificial insemination procedures that caused them to become pregnant or be born; and
- j. Failed to ensure that the plaintiffs were timely informed of the circumstances of the artificial insemination procedures that caused them to become pregnant or be born, including but not limited to that Dr. Caldwell used his own sperm in those procedures, and his own medical history.

143. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have and/or continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

COUNT EIGHT: NEGLIGENT MISREPRESENTATION
(All Plaintiffs v. All Defendants)

144. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

145. The defendants made false representations to Nancy Huber and Maralee Hill about the acquisition, source, process, and screening of donor sperm to be used in her artificial insemination procedure.

146. The defendants knew, should have known, and/or had the means to know the truth regarding those representations.

147. Plaintiffs Nancy Huber and Maralee Hill agreed to undergo the artificial insemination procedure based on her reasonable reliance on the defendants' false representations, and suffered pecuniary loss as a result.

148. As a direct and proximate result of the aforementioned conduct by the defendants, the plaintiffs have and/or continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

COUNT NINE: **BREACH OF CONTRACT**
(Nancy Huber & Maralee Hill v. All Defendants)

149. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

150. Plaintiffs Nancy Rosen Huber and Maralee Hill each entered into contracts with the defendants in which she agreed to pay or direct to be paid monetary compensation as consideration for artificial insemination services, contingent on certain representations and warranties about the donor sperm used in those services, including that she would be inseminated with sperm from an anonymous donor, sourced from a current Yale medical student who had been screened for health conditions, resembled their husbands in appearance, had no plans to stay in the area after graduation, and who had not been a frequent donor. He also represented that there would be no contact with the donor.

151. Those representations and warranties were material and induced Nancy Rosen Huber and Maralee Hill to enter the contract, and she would not have entered the contract but for those representations and warranties. In particular, Nancy Huber and Maralee Hill would never have entered the contracts if they had known that the defendants would inseminate them with Dr. Caldwell's sperm.

152. Ms. Huber and Ms. Hill each fully performed under the contracts, including but not limited to by paying or directing that monetary compensation be paid to the defendants.

153. The defendants breached the contracts and these warranties by inseminating each of them with sperm that did not comply with the representations and warranties about the donor sperm that induced them to enter the contract, and by inseminating them with Dr. Caldwell's sperm.

154. As a direct and proximate result of the defendants' breach of their contract and

warrantees with them, they have suffered pecuniary loss.

155. As a direct and proximate result of the aforementioned breach by the defendants, Ms. Huber and Ms. Hill have and/or continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;
- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

COUNT TEN: NEGLIGENCE
(All Plaintiffs v. All Defendants)

156. All previous allegations in this Complaint are incorporated by reference here as if fully set forth herein.

157. As a direct and proximate result of the aforementioned negligent conduct by the defendants, the plaintiffs have and/or continue to suffer from the following personal injuries, some or all of which may be permanent in nature:

- a. humiliation;
- b. embarrassment;
- c. feelings of being physically violated;
- d. emotional pain and suffering;
- e. psychological and physiological sequelae;

- f. loss of knowledge about their family medical history and related risks; and
- g. loss of the chance to take measures to mitigate or address risks related to family medical history, and any complications and/or injuries that result.

WHEREFORE, THE PLAINTIFFS CLAIM DAMAGES IN EXCESS OF FIFTEEN THOUSAND DOLLARS AND THE FOLLOWING RELIEF AS FURTHER SET FORTH BELOW:

- 1. Compensatory damages;
- 2. Treble damages;
- 3. Punitive damages;
- 4. Attorneys' fees; and
- 5. Such other legal and equitable relief as may be appropriate.

On this writ, with your doings thereon, make due service and return.

Dated at Bridgeport, Connecticut this 11th day of July, 2025.

FOR THE PLAINTIFFS,
By: 
MATTHEW S. BLUMENTHAL
KELLY A. FITZPATRICK
KOSKOFF KOSKOFF & BIEDER PC
350 FAIRFIELD AVENUE
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mblumenthal@koskoff.com
Telephone: (203) 336-4421
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JURIS #32250

RETURN DATE: AUGUST 12, 2025	:	SUPERIOR COURT
	:	
NANCY ROSEN HUBER, MARALEE HILL,	:	JUDISTRICT OF
SETH HUBER, EVAN HUBER, and	:	NEW HAVEN
VICTORIA HILL	:	
	:	
v.	:	AT NEW HAVEN
	:	
YALE-NEW HAVEN HOSPITAL, INC.;	:	
YALE NEW HAVEN HEALTH SERVICES	:	
CORP.; and YALE UNIVERSITY A/K/A	:	
YALE SCHOOL OF MEDICINE	:	JULY 11, 2025

CERTIFICATION

I, MATTHEW S. BLUMENTHAL, hereby certify that I have made reasonable inquiry, as permitted by the circumstances, to determine whether there are grounds for a good faith belief that there has been negligence in the care and treatment of **NANCY ROSEN HUBER, MARALEE HILL, SETH HUBER, EVAN HUBER, AND VICTORIA HILL**. This inquiry has given rise to a good faith belief on my part that grounds exist for an action against all the foregoing defendants, including **YALE-NEW HAVEN HOSPITAL** and/or their servants, agents, apparent agents, and/or employees; **YALE NEW HAVEN HEALTH SERVICES CORP.**, and/or their servants, agents, apparent agents, and/or employees; and **YALE UNIVERSITY A/K/A YALE SCHOOL OF MEDICINE**.

FOR THE PLAINTIFFS,

By: 
 MATTHEW S. BLUMENTHAL
 KELLY A. FITZPATRICK
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 JURIS #32250

EXHIBIT A

PHYSICIAN'S OPINION
PURSUANT TO CONN. GEN. STAT. § 52-190a

[NOT SUBJECT TO GENERAL DISCLOSURE]

Dear Attorney Blumenthal,

I am a reproductive endocrinologist, co-founding partner, and co-medical director of a leading fertility clinic. I am board certified in obstetrics and gynecology (OBGYN) and the subspecialty, reproductive endocrinology and infertility (REI), and have been in medical practice since 2002.

I am an Associate Professor of Obstetrics, Gynecology, and Reproductive Biology at a major medical school and an active medical staff member at a major urban medical center. My current clinical practice provides full service infertility and fertility preservation care. I actively manage and supervise all processes and operations related to ambulatory and surgical care in our facility. Our practice has operated a comprehensive third party reproduction clinical service line, which encompasses best medical practice and regulatory compliance (under the auspices of the Food and Drug Administration [FDA] regulations for donated biologic tissue/cells) for directed and non-directed (aka anonymous) egg and sperm donors respectively, and the care of the related recipient patients and couples. I am familiar with the standard of care for fertility and infertility care, informed consent in fertility and infertility care, clinical management of fertility and assisted reproduction, and facility management for clinical fertility care in the 1980s through the present.

I have reviewed the following materials in this case: the Verified Petition for Bill of Discovery and depositions of Dr. Burton V. Caldwell and Donna Beals.

Use of a medical provider's own sperm for the insemination of his active female patients has never been and is not an accepted practice of medical care. The lack of consistent and documented proper screening for communicable/infectious diseases and for potential high risk heritable genetic disorders of anonymous sperm donors prior to the use of donated samples, was not and is not standard medical practice. The medical care rendered by Burton V. Caldwell MD was below the standard of care. There is evidence of medical negligence by Dr. Caldwell, Yale New Haven Hospital, and Yale University.

During the course of medical care, Dr Caldwell failed to disclose to any of his patients that he was an active sperm donor in his practice and that there was the possibility that his sperm could be used for the purpose of insemination, and result in conception and pregnancy. During the return visits of patients/couples, Dr Caldwell failed to disclose that his sperm could have been used for insemination and that he could have been the genetic father of the children conceived with donor sperm inseminations under his care. These failures to disclose fall well below the standard of informed consent for patient care.

Additionally, a comprehensive personal and family medical history evaluation should be conducted and documented to minimize future health risk for any future offspring conceived with the donor sperm. The evidence indicates Dr. Caldwell took no consistent process with regard to screening sperm donors. Furthermore, there is no indication that infectious disease testing or

medical history was documented in the medical record for any sperm donors. Since Dr. Caldwell admitted to a personal and family history of Type 1 and Type 2 diabetes mellitus, malignancy, hypertension, and cardiac disease, the offspring conceived with his sperm have an unknown potential health risk due to his lack of disclosure of using his own sperm and the incomplete record keeping. Since there was no system or method to track which donor sperm sample was inseminated into which patient, medical risk was not minimized for patients/couples and their future offspring.

The principle of informed consent is the cornerstone of the patient-physician relationship. It is the process in which the physician reviews the potential risks, benefits, and alternatives for any proposed medical treatments and/or procedures. Once the patient confirms a complete understanding of the treatment/procedure and their associated risks, benefits, and alternatives, a verbal and written agreement is completed to confirm the consent of the patient to the physician's medical care/treatment. The five essential elements include: disclosure, understanding, voluntariness, competence, and consent.

Dr. Caldwell failed to provide disclosure of the use of his own donated sperm for inseminations. Due to his lack of disclosure, the remaining elements of informed consent could not be achieved. Following inseminations in his practice, Dr. Caldwell stated that patients returned for care and also returned to express their gratitude for their successfully conceived pregnancy (ies) after insemination. Despite the multiple opportunities for disclosure, he admits to the continued concealment of the use of his sperm. He also admits to his misleading counseling that the utilized donor sperm was obtained from anonymous medical students and house staff at Yale New Haven Hospital. To this end, Dr. Caldwell's delivery of informed consent fell well below the standard of care.

Additionally, there is evidence that Yale New Haven Hospital, Yale New Haven Health Services Corp., and/or Yale University failed to promulgate and/or enforce appropriate policies, protocols, procedures, and controls over Dr. Caldwell's conduct in clinical practice, and failed to adequately provide oversight of best medical practice in their facilities. There is evidence Dr. Caldwell was allowed to use Yale New Haven Hospital, Yale New Haven Health Services Corp., and/or Yale University facilities for fertility care and procedures in this case. There is evidence that Yale New Haven Hospital, Yale New Haven Health Services Corp., and/or Yale University also allowed its campus, facilities, and/or student populations to be used to recruit sperm donors without any oversight. Based on evidence of allowing Dr. Caldwell to use these facilities without any apparent supervision or policies to prevent his very significant deviations from the standard of care with regard to donor medical history screening, donor recruitment, use of his own sperm in artificial inseminations, clinical management, and informed consent, there is evidence Yale New Haven Hospital and Yale University deviated from the standard of care.

Respectfully Submitted,

