

PUBLIC CITIZEN LITIGATION GROUP

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**BY FAX (312-380-4603)
AND EMAIL (maria.andrade@fertilitybridges.com)**

October 19, 2015

Ms. Maria Andrade
Fertility Bridges
John Hancock Center
875 North Michigan Avenue, 31st Floor
Chicago, Illinois 60611

Dear Ms. Andrade:

I am writing on behalf of Nadiya Oliver, a Fertility Bridges customer who, as you know, was unhappy with its services and, most particularly, with the fact that your company charged her for arranging a potential egg donor match based on a series of apparent misrepresentations regarding the donor's actual availability. Oliver suspects, indeed, that misrepresentations were deliberately made to get her to pay for a match with a donor. She had also noted that your company has changed its web site in a number of respects after she called attention to your company's misconduct, in an apparent effort to sanitize your operation, and that you are trying to use such changes to justify withholding a full refund.

After Oliver submitted criticisms of your company to the Better Business Bureau, you threatened to bring "a multi-million dollar defamation case" against her (without specifying any factual assertions that you claimed to be false). In email after email, you have warned Oliver of the legal expenses that you would try to impose on her, whether for hiring her own lawyer, or for paying a mediator to review her claim; you have also suggested that, considering how anxious she is to obtain an egg donor, she should save her funds for that purpose instead of running up the legal expenses with which you have been threatening her.

In addition, you have threatened to seek damages against her for violating paragraph M of the August 17, 2015 contract:

Because of the extremely private and emotionally delicate nature of the egg donation business Recipients agree NOT to post any online reviews anywhere on the Internet without first presenting it to Fertility Bridges for legal review. Often reviews do not take into consideration all the relevant facts of the situation and can be severely damaging to the business being reviewed, which could subject the writer to libel and unnecessary damages. Even good reviews can be misconstrued and hurt potential business. There are truly no anonymous reviews because web sites that post them, if

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they receive a complaint, will be required to show the real identity of the poster and with a court order will be forced to remove the post until the facts are revealed. Even anonymous emails addresses aren't anonymous because they point to a unique computer in someone's home or office that can be tracked.

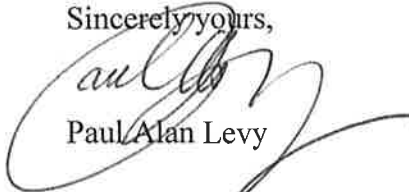
Your email suggests that you construe the clause as forbidding the posting of any online reviews without the permission of Fertility Bridges or without first litigating her public criticisms before a mediator. If the clause said that, it would be in plain violation of Section 1670.8 of the California Civil Code, which applies under the choice of law provision in Section N of the contract that Fertility Bridges drafted. That statute forbids any contractual "provision waiving the consumer's right to make any statement regarding the seller or lessor or its employees or agents, or concerning the goods or services," and makes it "unlawful to threaten or to seek to enforce a provision made unlawful under this section, or to otherwise penalize a consumer for making any statement protected under this section." Your threat of enforcement was unlawful; if you follow through by bringing any sort of legal proceeding based on this clause of the agreement, we will assert Section 1670.8 as a defense and seek appropriate remedies for your client's violation of the law

In fact, the contract does not erect an absolute bar to posting online reviews without your permission. Instead, it only forbids posting without first presenting the review for Fertility Bridges' "legal review." Nor is there anything in the contract that commits Oliver to presenting criticism to a mediator before making them publicly. Nothing in the sentence about mediation, the first line in paragraph Q, suggests that mediation is a method for "legal review" of planned public statements. Even this limited waiver of the right to make statements about Fertility Bridges violates California law, but in an excess of caution I am attaching to this letter the statement that Oliver plans to post publicly ten days from today.

Oliver welcomes your legal review and, indeed, invites you to identify any factual statements that you regard as false. Indeed, although a defamation claim can only be brought over false statements of fact, she would also welcome any comments you might have about any opinions that you regard as ill-advised. To the extent that you have such concerns, Oliver will be pleased to consider them, as well as any evidence you may identify in support of your objections, in deciding what she will include in her public statement. But we are giving you only ten days to conduct your "legal review" and to provide any response before she makes her concerns public.

You, or the lawyer with whom you have claimed to be working, are welcome to contact me if you have any questions.

Sincerely yours,



Paul Alan Levy