

## Paul Alan Levy

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**From:** fertilitybridges@gmail.com on behalf of Maria Andrade  
<maria.andrade@fertilitybridges.com>  
**Sent:** Tuesday, October 20, 2015 1:25 AM  
**To:** Paul Alan Levy  
**Subject:** Re: Your claims under your nondisparagement clause

Dear Mr. Levy,

We will have our attorney respond to any formal complaints as required by law. We are a small agency so we try to minimize our legal bills. This is why we require mediation with our clients. To date, we have never had a legal complaint or needed mediation so our legal costs have been very low and we aim to keep it that way.

Did you read the Fertility Bridges Terms of Use on our website The Olivers agreed to before looking at our egg donor database, or the legal contract the Olivers signed, or our responses to the BBB complaint they filed? If not, I can send to you. This may change your mind about getting involved in this odd case.

I am unsure what non disparage clause you are speaking about that you would like to write an article about. We don't believe our online review clause is anything out of the norm for such a sensitive issue such as egg donation and all the extremely private medical privacy laws surrounding the procedure.

In our legal documents with the client, we state:

### M.ONLINE REVIEWS

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 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.

The public forum is not a place to argue a claim that the clients agreed they would solve in mediation. It is a dangerous place to post anything about an egg donor cycle due to medical privacy and anonymity of our clients, so to be safe nothing is exposed that could reveal a donor or surrogate's identity, we require all reviews to be reviewed by our attorney first for the safety of the intended parents, the donors and to protect the reputation of Fertility Bridges from any false complaints.

No where do we write that once our attorney (or mediator if the case goes to mediation) that an online review can not be written if it is accurate.

We told the BBB the Olivers may publish the truth and the facts about their relationship with Fertility Bridges (barring and medical privacy information) once the determination was reached by mediation what the truth was. There is no block to the truth that doesn't affect privacy issues. They may post to their heart's content all truth of the manner. However, if they post lies we have proof are false (such as the ones they are claiming), we will file a lawsuit against them and the agency publishing them and present all proof to the judge and jury if not resolved in mediation.

Since they aren't blocked from posting truthful reviews, why are you involved? They can publish whatever they choose as long as our attorney clears it or an impartial mediator agreed it was truthful.

Fertility Bridges believes the Olivers are fabricating details in an effort to purposely disparage Fertilty Bridges. In fact, we have proof they are. Every single claim they state as true, we have have evidence it is false.

They make odd claims such as; Fertility Bridges changed our website, when if you look at archived versions (from 3rd party archive sites) you will see we haven't anything substantial. Though we don't even know why this is relevant.

They say our Online Terms of Use is irrelevant to them since we changed it after working with them to hide something. Yet, we have proof from the internet service provider that the file hasn't been changed for 18 months. They say we marketed an illegal donor when no such thing exists. Every donor can legally donate, though certain restrictions may apply to how she donates. And we don't market donors since we are a consulting agency and it is illegal to sell eggs or market donors as egg sellers. We may present a profile of a donor but our Terms of Use and legal contract with the client states It is up to them to determine their eligibility to work with them not Fertility Bridges since we never interview donors and don't really know who they are.

They claim the donor they chose was never available and we used her profile to extract money from them nefariously, yet that donor went in to a lab and had her blood tested for the client and the reports were given to their doctor. What woman would do that just for fun? She later found out she was pregnant so couldn't proceed with their cycle.

We state in our legal contract with them 25% of donors don't start their cycles for a variety of reasons so they should have a backup. We state in our Terms of Use that there are a lot of emotional twists and turns in egg donation and if they aren't psychologically prepared for it or it is a financial burden to not proceed. Please read our Terms of Use the client agreed to before they searched our database for donors and our legal contract with the client and then ask yourself why you think the Olivers are doing what they are doing from an objective stand point. You might just think it is a bit unusual.

Would you like a copy of our lawyers reponse to the Oliver's Illegal (out of jurisdiction lawsuit) in New Jersery that shows that jurisdiction for this case is in California not New Jersey? Would you like a full report once our case with the Olivers is complete so you may assess yourself what is true and what is false? Once we show all Olivers claims as false, wouldn't that affect your opinion of them and make you start to wonder why they asked you to get involved?

We are curious what we did that so wronged them. We followed our legal obligations to them to the T.

We invite the Olivers to share the truth of their egg donor cycle with us to the public (Leaving our medical privacy data). What we do not want them to do is publish lies. Our reputation is at stake that we built over 7 years with hundreds of clients. You will see if you look at our records, that we don't have one complaint, not because we block people from complaining, but because no one has had any complaints. We charge non refundable fees for our consulting service and we worked with the Olivers for 6 months and many hours of our time and they agreed we would coordinate their future cycle with an egg donor whether it was from Fertility Bridges or another agency as defined in our legal agreement. (We can send a detailed spreadsheet of all the work we did for them line item by line item and the dozens of emails and phone calls to them and their potential donors.)

They agreed to pay our non refundable consulting fee. Other similar agencies also charge a similar non refundable fee which isn't linked to whether a donor starts a cycle or not. Some agencies charge a similar \$3,000 fee just to help a client search through egg donors and doesn't even include egg donation Coordination and that fee is also non refundable whether a donor actually begins a cycle or not.

There is something very unusual about this Oliver case that we can't quite put our finger on. I am curious how you were drawn in and why you are interested in it. We are happy to provide all evidence refuting their claims to you once we have the mediation date set with the Olivers in California. We really don't understand why they won't proceed with mediation. It must be because they know their claims are false.

We have no issues whatsoever returning any funds to the Olivers if mediation declares that should be the case. Why do you think they are refusing to go to mediation? Don't you think that is a little suspect? Don't you think that it is odd that they spent over \$50,000 on Fertility treatments and screening a dozen donors from 8 different agencies and are now targeting Fertility Bridges for such a small amount of money: \$3,000? - Money they signed a legal agreement was non refundable because it is consulting fees.

Do you think they think egg donor consulting should be a free service and they are really angry it isn't and they are taking that out on Fertility Bridges?

Do they think they are above the law and their legal agreement they signed should not be taken into consideration because they are emotionally hurt their donor didn't proceed and they are disappointed? Do they believe egg donor agencies should suffer because of their emotional pain? Their statement to the NJ court would suggest this.

A lot to think about with this case and what their motives really are because it doesn't seem to be about the money or truth for them because if it was they would have gone to mediation immediately to recoup what they thought they deserved and they could post their online reviews freely of all the facts the mediator confirmed.

Instead they are spending a lot of time and money complaining to the Chicago BBB, filing a lawsuit in NJ, contacting you. Hmmmm ... For what? We don't know. There is something going on behind the scenes and we are so intrigued to find out what it is. Time will certainly tell and we are eager to have a solution.

We welcome your opinion, because it really seems we are missing something here why you are involved. We welcome you to write the article as long as all the facts reported by the Olivers have been determined to be true by an impartial mediator and you have read all our legal agreements with the client and understand the spirit and the context in which the online review clause in our legal contract was written. If you feel there is something out of the ordinary with it, we are happy to learn what that is and submit it to our attorney who will review the legal merit and decide if a change is warranted. Certainly we want to abide by any laws that govern on our business.

We are not attorneys at Fertility Bridges so we will proceed as advised. It is not our intent to stop clients from providing truthful accurate reviews online that properly display the character and spirit of the working relationship with the client and take in all the facts of what the client agreed to in their legal agreement.

Our intent is not to serve as attorneys or mediators, those are experts we hire to advise us. Our intent is to act as a small group of consultants to help people achieve their dreams of having a child and in the 7 years of operating with our tiny staff, we have helped hundreds of babies come into the world. For this we are so very proud.

Best,  
Maria

On Monday, October 19, 2015, Paul Alan Levy <[plevy@citizen.org](mailto:plevy@citizen.org)> wrote:

If you were telling Oliver the truth when you asserted, in your September 21 email, that your response to her criticisms was prepared by a lawyer, I should have preferred to talk to your lawyer about your contention that

Oliver's right to express publicly her criticisms of your company are limited by the non-disparagement provisions of the contract.

However, in light of the fact that you have not identified your lawyer, I am sending this letter directly to you. You have ten days to respond before Oliver goes public. We certainly welcome any comments that you might have about the substance of her criticisms.

In addition, I may well be publishing an article about your non-disparagement clause and the legal and public policy issues that it implicates. You can expect to receive notice of that article once it appears so that you can respond, if you desire to do so. Indeed, I'd be glad to talk to you about the reasons for your nondisparagement clause, unless you really do have a lawyer in which case I would need his or her permission to speak with you.

Paul Alan Levy

Public Citizen Litigation Group

1600 20th Street, NW

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(202) 588-7725

<http://www.citizen.org/Page.aspx?pid=396>

Twitter: @paulalanlevy

Public Citizen Foundation participates in the Combined Federal Campaign with the CFC Code 11168

**From:** [dccanonbw@citizen.org](mailto:dccanonbw@citizen.org) [mailto:[dccanonbw@citizen.org](mailto:dccanonbw@citizen.org)]

**Sent:** Monday, October 19, 2015 4:40 PM

**To:** Paul Alan Levy

**Subject:** Attached Image

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## Paul Alan Levy

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**From:** fertilitybridges@gmail.com on behalf of Maria Andrade  
<maria.andrade@fertilitybridges.com>  
**Sent:** Wednesday, October 21, 2015 11:31 AM  
**To:** Paul Alan Levy  
**Subject:** Re: Fertility Bridges

Correct.

On Wednesday, October 21, 2015, Paul Alan Levy <[plevy@citizen.org](mailto:plevy@citizen.org)> wrote:

Thank you for acknowledging that nothing in the contract bars posting; that it is libel law alone that provides you with a potential remedy – as it should.

I also take it that you do not intend to have a “legal review” conducted within the remaining eight days of the ten day window we gave you, so that Oliver should feel free to post as any time – subject, of course, to your warning that you reserve the possibility of filing suit for defamation if you and your counsel conclude that such litigation is warranted.

Paul Alan Levy

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**From:** [fertilitybridges@gmail.com](mailto:fertilitybridges@gmail.com) [mailto:[fertilitybridges@gmail.com](mailto:fertilitybridges@gmail.com)] **On Behalf Of** Maria Andrade  
**Sent:** Wednesday, October 21, 2015 11:00 AM  
**To:** Paul Alan Levy  
**Subject:** Fertility Bridges

Dear Paul,

In the interest of providing an expedited answer to your main question, I will not attempt to address other components of this email that are taken out of context to the whole of the posting argument

The Olivers, nor any other client, are not blocked from posting reviews. In fact, I am personally surprised any company would think they have the legal right to prevent a truthful review. At the same time, I stand behind any company's attempts to try to block a false review from this client or any client, since it is so detrimental to a company's reputation and it is truly unfair if the facts have not been verified as truthful.

Because there are so many components to the Oliver's egg donation cycle, they are assuming the absolute worst of Fertility Bridges and creating a story to fit this belief. This story is designed to be dramatic and elicit a negative response and is not based in fact. Fertility Bridges will provide proof of this to each online forum they attempt to post on and let the forum administrator decide how they would like to proceed with their review.

The Olivers do run the risk that if they post what they attempted to with the BBB, which we have clear evidence is not the truth, then there will be ramifications for them, which could include legal action. They will receive this same response from any company where they fabricate lies online to feed some underlying emotional need.

Thank you for your timeliness in your responses and your sincere professionalism. Your work is very needed in the world and consumers absolutely have a right to hear the truth.

Best,

Maria

On Tuesday, October 20, 2015, Paul Alan Levy <plevy@citizen.org> wrote:

Because your email below makes clear that you do not have a lawyer representing you in connection with the letter I sent you yesterday, I am able to respond to your email, as follows:

In your email to Nadiya Oliver at 6:44 pm on September 16, you said the following:

By this time, I would have imagined that you have read Fertility Bridges' response to your BBB complaint. You **directly violated our legal agreement by attempting to post an online review**. As such, we are setting the plans in motion for a multi-million dollar defamation case against you. It is best for you at this point, to hire an attorney to defend you. Please let us know their name and address so that serve them papers on your behalf. Otherwise you will be served directly within the week. Defamation is a very serious crime and unless you withdraw your unwarranted BBB complaint or any illegal online reviews, we will proceed at lightening [sic] speed in a defamation case against you to minimize as much damage as possible. We have **your signed legal agreement clearly stating you will NOT post online reviews**.

This email was taken out of context and

Then in a September 21 email to Oliver (at 2:17 PM), you said this:

This is our attorney's response to your claim below. This will help you understand how many contract points you are making that need to be researched by the mediator and what kind of proof we will show and what the mediator will have to research. You can get an idea of all the hours this may all take on behalf of the mediator and what it will cost you. Mediation could cost \$3,000-\$10,000 or more. This is much cheaper than a lawsuit, which costs at a minimum \$50,000 and take 3-5 year or more to resolve.

A different email on the same date (at 2:04 PM) you said this to Oliver about the cost of mediation:

Mediation could cost \$3,000 or more to hire the mediator depending on how many contract arguments you have that need to be researched by the mediator. Currently you made nearly 10 points and it will likely take about an hour each for the mediator to research. They are typically \$300 an hour or more and they must account all the hours they spend on the case. Mediation could cost \$10,000 and you must be prepared to pay your share.

Further stressing how expensive mediation would be, you said this:

If you feel that this is NOT an investment you would like to make and you would like to move on with your family building needs and step away from this time consuming and expensive process,

You made other references to the cost of mediation in another September 16 email (at 2:04 PM):

It is probably in your best interests to move on and find another donor and save your money for your future child's education and not spend it on mediation . . .

I take it that you no longer claim that posting an online review "violated our legal agreement"; that you now acknowledge that you have not, in fact, hired any lawyer yet to advise you on possible libel claims; and that you do not have a libel complaint that is ready to be served on the Olivers "directly within the week." It also sounds to me as if you have not hired a lawyer to advise you on the supposed mediation / arbitration. Who was it, then, who wrote the "response to your claim below" that you told Ms. Oliver was "our attorney's response"?

It is not clear to me whether you are STILL claiming that the agreement obligated Ms. Oliver to engage in mediation and arbitration before posting, although you said that several times in your emails to Nadiya Oliver before I sent my response to your demand emails. Your emails beginning in the early hours of this morning suggest to me that you are now only suggesting that it would be in her interest to engage in these processes because you might sue her for defamation if she posts anything that you allege is false.

But given what you have said about the cost of mediation, I should think that it is obvious why Ms. Oliver has chosen not to invoke mediation and arbitration in California to get her \$3000 back. And it is very definitely our interest to ensure that you do not invoke paragraph M of the agreement to prevent Oliver from speaking publicly instead of pursuing mediation or arbitration. So please let me know whether you are relinquishing that initial claim, in which case my involvement in this matter as Oliver's counsel will be done.

I will not be counsel in your threatened libel suit. But I am confident that she will be well represented if you do sue, especially because, suing under California law as your contract requires, your lawsuit will be subject to California's anti-SLAPP statute with its mandatory provision for awarding fees against your company if you cannot show a probability of success.

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**From:** [fertilitybridges@gmail.com](mailto:fertilitybridges@gmail.com) [<mailto:fertilitybridges@gmail.com>] **On Behalf Of** Maria Andrade  
**Sent:** Tuesday, October 20, 2015 11:12 AM  
**To:** Paul Alan Levy  
**Subject:** Re: Fertility Bridges

Hi Paul,

Thanks for your prompt response. If the Olivers feel the need to post something on the Internet, we can't stop them. As you have read we do not have a gag clause, we ask that they present to our attorney or mediator to verify the facts are truthful and void of medical privacy data so that they do not subject themselves to libel.

Do have them post away and we will hire a separate attorney who focuses specifically on false claims (not truthful ones - since those are ok to post and have always been.) As you know different attorneys specialize in different types of the law so we will hire one who specializes in this. We are not lawyers and don't intent to be. Our goal is to create a service that helps and leave the legal matters up to the experts.

We have an attorney who is responding to their NJ claim but we don't feel she has the expertise to advise on a libel claim since it will be important to learn the details of libel once we head into mediation with the client.

Will you serve as their lawyer defending them against their lies they are intending to write online? Are you libel attorney?

I am curious how that will play out since they agreed to work with an impartial mediator and binding arbitration to avoid lawyers.

If we see their posts that are not truthful, we will hire an attorney to advise us of next steps and then require mediation in California as first approach since our legal contract they agreed to requires that. Second step will be binding arbitration in the State of California. I guess California law will direct next steps and if a defamation lawsuit is possible if those do not achieve results of the stopping posting lies.

If you feel there is anything else we need to know about this case, please pass all and we will share with our with a specialized libel attorney when we hire one. 9 days is too short a time to find and hire This special kind of attorney so we will do this after posts are made and take the right amount of time to find the right one. Once they are made, we will know how extreme the situation is, exactly the nature of their post and we will have a chance to state our lengthy response refuting their claims in the public forum they are posting on and what potential damages that might occur as a result. I am sure there is some case law that already defines what the legal remedies are for posting libelous remarks online and we will aim to find an attorney who knows.

Until then, we wait. Post away.

Best,

Maria

On Tuesday, October 20, 2015, Paul Alan Levy <[plevy@citizen.org](mailto:plevy@citizen.org)> wrote:

What you have sent me in this email and the previous one is a combination of (1) explicit or implicit legal argument about the meaning of the contract, (2) assertions about the substance of your relationship with the Olivers, and (3) appeals to me not to represent my client and requests for legal advice about how to write the contract better for the future to serve your company's interests.

I am not going to engage with you about number 2 or number 3. You can be confident that I will share what you have said with my client so that she can assess what she wants to say in her review; either she or I might well quote your responses. If you have other points to make in that regard, I will pass them on.

And although It is apparent that we disagree about the meaning of the contract, given that you keep saying that you have a lawyer, think it is better for me to communicate with your lawyer about the legal issues. Please have him or her contact me – or give me the lawyer's name and contact information.

**From:** [fertilitybridges@gmail.com](mailto:fertilitybridges@gmail.com) [<mailto:fertilitybridges@gmail.com>] **On Behalf Of** Maria Andrade  
**Sent:** Tuesday, October 20, 2015 2:39 AM  
**To:** Paul Alan Levy  
**Subject:** Fwd: Fertility Bridges

Hi Paul,

Please see attached Terms of Use and Legal contract with the Olivers as well as proof refuting one of their claims that we are hiding something by changing our terms of use. I think it is important for you to read those so you can see our true intent is to help our clients and we try to outline everything that can go wrong in egg donation so there are no surprises (and therefore no complaints) by clients we work with.

We just can't understand why the Olivers are making their claims when we define so clearly define the role we take as egg donation consultants and what fees are refundable and what isn't.

If you have better legal language than what we are using to protect medical privacy data of the egg donors in online reviews and to help discourage clients from posting fraudulent emotionally based reviews, we are eager to earn what that language is. The last thing we want to see is a client post something like this:

"We hired Fertility Bridges to find our egg donor Suzy Smith from Oakbrook Il, who couldn't complete our egg donor cycle because she not only had herpes outbreak, which we may have considered waiting for her until it clears, but because she accidentally got pregnant by her boyfriend and isn't sure whether she is going to have an abortion or not. You would think a graduate from University of Chicago would know better! We are angry at Fertility Bridges and think no one should use an agency that introduces them to any donor with such poor morals like this and on top of it refuses to give us our money back for their consulting services when they are obviously at fault for this donor's behavior."

You can see is we didn't require clients to submit their reviews to our attorney for review beforehand that something like this could be posted online and cause irreparable harm to the donor and our agency. We aren't responsible for donor's behavior and we state that in our legal contract, but sometimes as in the Olivers case, they think we are.

We don't stop our clients from posting reviews, hence no gag order or no disparagement clause, we Only require them to have the review looked at by our attorney (or mediator if it goes to mediation) to make sure it doesn't reveal anything about medical privacy data about their donor or contains false claims (such as the Olivers case does). Clients are free to post the truth at any time once it is deemed actually the truth. It only takes a few days of mediation to determine the truth and in some cases might just be a few hours, so why won't the Olivers just agree to mediation so they can post the results online?

Is it wrong to ask a client to only post the truth? If it isn't, then what legal language is best to do this? How do you inform a client how much harm they can cause in their review and if they are lying in their review that you should have the right to collect damages from them to recoup lost business that happened from their published lies?

With so much weight given to online reviews, just one review can drop a businesses revenue by half. What if that one review was a lie - like the Oliver's review is? Think how much damage a tiny business suffers and it is unlikely to recover or have the legal resources to fight a defamation case or the means to collect. All of a sudden, it has to turn its focus from helping people to fighting people because that one person who wrote the fraudulent review was looking for a scapegoat for their pain. Is this fair?

Should the freedom of speech allow clients to say whatever they want whether it is truthful or not or truly reflects the spirit of the relationship with the business? And if not, what language does one use in a legal contract to ensure that all reviews are truthful?

We welcome your opinion and think you are performing an excellent service for consumers in general who absolutely should have the freedom of speech to report the truthful facts of service they receive from businesses. We are also so very curious on your thoughts on how to protect the honest little guys who just want to help people and have done no wrong but are being attacked on all fronts by a former client who is not acting in integrity (and they don't know why).

Best,

Maria

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[www.FertilityBridges.com](http://www.FertilityBridges.com)

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