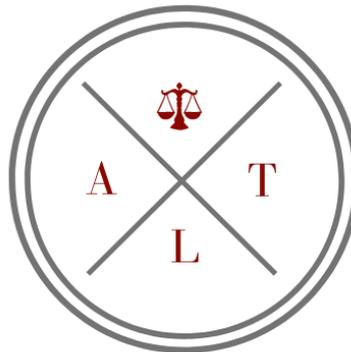


# Case 1

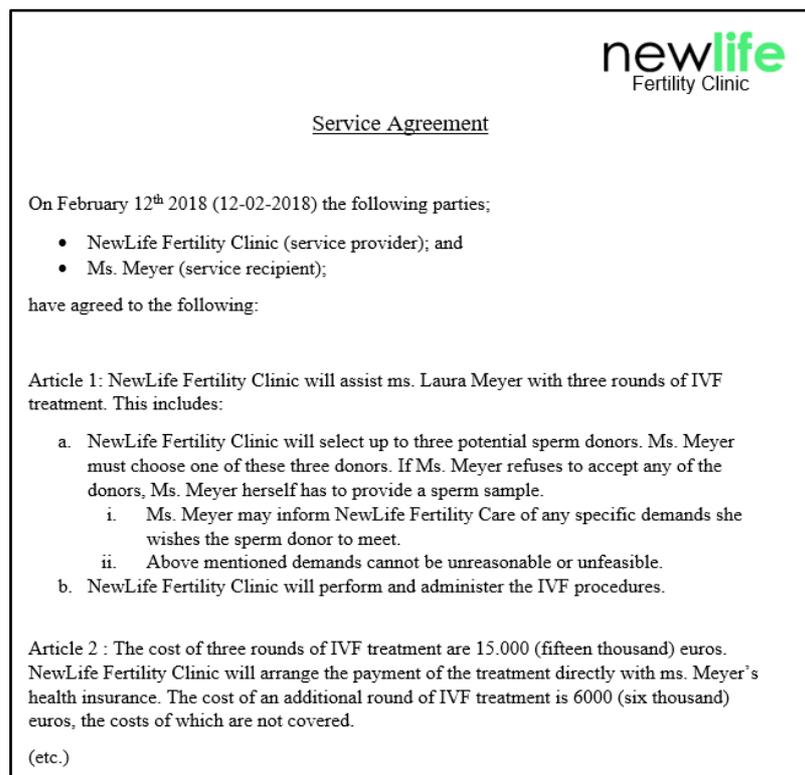
# Amsterdam Law Trials

## 2021-2022





Laura Meyer has long had a desire to become a mother and raise a child of her own. Her past partners, however, had either not shared this desire or the relationship ended prematurely. After her last relationship came to an end, she decided to take matters into her own hands. She set her goal on raising a child without the dependence on a partner. After doing thorough research, Ms. Meyer approached NewLife Fertility Clinic (hereafter NewLife), an IVF clinic in January of 2018. Ms. Meyer, aged 40, chose NewLife because of their good reviews and high success ratio. Dr. van Hooft, who owns the clinic, hears Ms. Meyers' wishes and moved by her story, he promises her to do everything in his power to help her get pregnant. Ms. Meyer signs an agreement with the clinic, accepting the general terms and conditions. The contract states that NewLife will help her find a sperm donor through their own donor bank and will administer the procedure. The procedure at NewLife costs 15,000 euros, covering three rounds of IVF and finding the donor.



*Image 1: article 1 and 2 of the service agreement signed by NewLife Fertility Center and Laura Meyer*



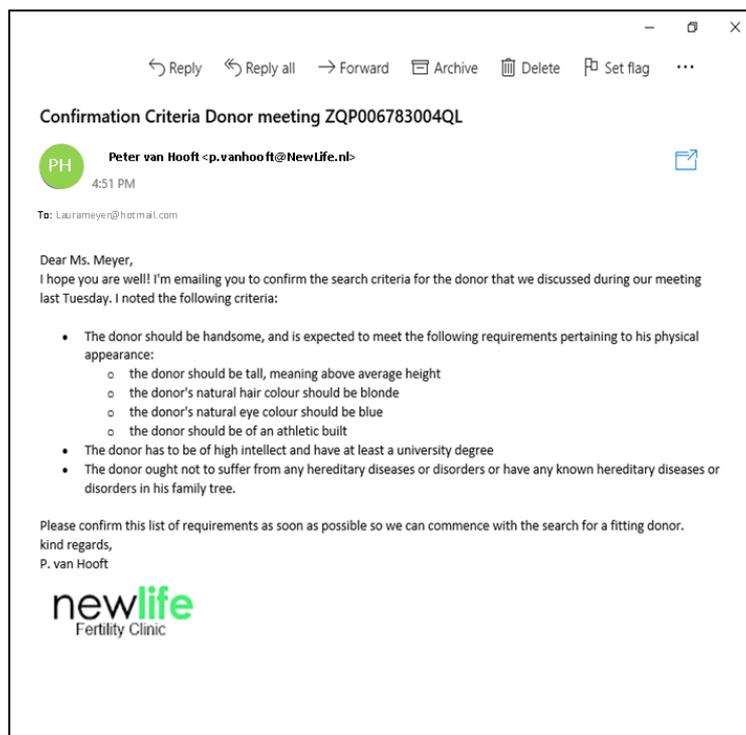
#### §5 Sourcing and identity of the donor

Article 17: NewLife Fertility Clinic will in any case attempt to source the sperm donor through their private sperm bank, NewLife Bank. NewLife reserves the right to outsource their donors in cases NewLife seems fit.

Article 18: Donor profiles may be anonymous.

*Image 2: articles 17 and 18 from NewLife's terms and conditions.*

Ms. Meyer finds it very important that her future child looks like her and wants to ensure that her child will have good opportunities in life. She therefore values the looks and intelligence of the donor. She and Dr. van Hooft have a meeting to discuss the criteria that the donor must meet. Afterwards Dr. van Hooft sends an email, confirming the list of demands.



*Image 3: e-mail confirming criteria for donor sent my Dr. van Hooft*

NewLife has a hard time finding the right match. The first two profiles – these are always anonymous – that the clinic offers don't meet all Ms. Meyer's demands. Ms. Meyer turns them down and awaits the third profile. During this time there is periodical contact between Ms. Meyer and the clinic about their search efforts. Dr. van Hooft regularly calls Ms. Meyer to update her on their progress. In august of 2018 NewLife contacts Ms. Meyer about a new potential donor. This one meets all her demands.



Ms. Meyer accepts the donor. The clinic performs three rounds of the IVF treatment but none of them result in a successful pregnancy. In February of 2019 Ms. Meyer, who has reached the age of 41, is still not pregnant. Ms. Meyer is upset: she has used up her insured amount of rounds. And she knows that she cannot afford an extra round, which will cost 6000 euros at NewLife.

She shares her concerns with Dr. van Hooft via Whatsapp, who in response offers her some consolation. He tells her that he can make her a good deal. For an additional payment of 4000 euros, instead of the usual 6000, NewLife will help her with another round of IVF. As it happens, Dr. van Hooft mentions, a new donor who meets all her demands has just become available. Dr. van Hooft shows her a profile. Ms. Meyer mentions that she is happy with the offer and can also (just) afford the 4000 euros. Also, Ms. Meyer remarks that the donor is a perfect match with her criteria. Dr. van Hooft replies “It’s perfect, because it’s mine!👉”. Ms. Meyer laughs and says she accepts and will sign the paperwork.



*Image 4: e-mail confirming criteria for donor sent my Dr. van Hooft*

Two months later, in March of 2019, Ms. Meyer undergoes the fourth round of IVF treatment. The treatment works and Ms. Meyer gives birth to a healthy baby in December of the same year.



Then, on the evening of April 17th 2021, Ms Meyer watches the news and recognises the image of Dr. van Hooft. She learns about the criminal investigation against NewLife after accusations that the owner, Dr. van Hooft, regularly inseminated women with his own sperm. She remembers the odd joke Dr. van Hooft made during the WhatsApp conversation. After contact with the newly appointed board of the NewLife, they are able to confirm that it was in fact Dr. van Hooft's sperm that was used during her last treatment.

Ms. Meyer feels misled by NewLife. She had asked for a handsome – blond and tall – donor. Dr. van Hooft, however, is bald and with his height of 178 cm, he is below average for a Dutch man. Above all, Ms. Meyer does not find Dr. van Hooft at all handsome. In news articles, Ms. Meyer reads that Dr. van Hooft had used his own semen in more than at least 80 instances and that he is diagnosed with a form of narcissism.

Although Ms. Meyer is not in any way unhappy with her child, she feels lied to and decides to sue NewLife for the return of the €4.000, - that she paid for the additional round of IVF. In addition, Ms. Meyer, who has found the revelation traumatic and who is extremely upset she was misled in this way, also believes she is entitled to compensation for emotional distress.