

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Jill Feeney

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

12 BRETT ALANNA BENNETT,

13 Plaintiff,

14 v.

15 COOPERSURGICAL, INC., a Delaware
16 Corporation; PLANNED PARENTHOOD LOS
17 ANGELES, a California Corporation; and
18 DOES 1 – 50, inclusive,

19 Defendants.
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Unlimited Jurisdiction

CASE NO: **22STCV13890**

**PLAINTIFF BRETT ALANNA BENNETT’S
COMPLAINT FOR:**

- 1. **STRICT LIABILITY –
MANUFACTURING DEFECT**
- 2. **STRICT LIABILITY –
DESIGN DEFECT**
- 3. **MEDICAL NEGLIGENCE**
- 4. **GENERAL NEGLIGENCE**

JURY TRIAL DEMANDED

Initial Complaint Filed: April 26, 2022

Trial Date: Not Set

PREMILINARY ALLEGATIONS

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2 1. Plaintiff BRETT ALANNA BENNETT (“Plaintiff”) is and was at all times mentioned
3 herein an individual and citizen of Los Angeles, California.

4 2. The conduct described in this Complaint took place in the County of Los Angeles,
5 California. Therefore, venue is proper in the Superior Court of the State of California for the County
6 of Los Angeles.

7 3. Plaintiff seeks damages of more than \$25,000.00. Therefore, this case is properly
8 within the jurisdictional limit of this Court.

9 4. Defendant COOPERSURGICAL, INC. is a corporation organized under the laws of
10 the State of Delaware with its principal place of business in Trumbull, Connecticut.

11 5. Defendant PLANNED PARENTHOOD LOS ANGELES is a corporation organized
12 under the laws of the State of California, with its principal place of business in Los Angeles, California.

13 6. Plaintiff had an intrauterine device (“IUD”) placed by PLANNED PARENTHOOD
14 LOS ANGELES as a form of temporary birth control in 2015.

15 7. The IUD was manufactured by COOPERSURGICAL, INC.

16 8. On January 26, 2021, Plaintiff went to PLANNED PARENTHOOD LOS ANGELES
17 to have the IUD removed so that she could become pregnant. PLANNED PARENTHOOD LOS
18 ANGELES was unable to remove the IUD from Plaintiff.

19 9. On January 28, 2021, Plaintiff again went to PLANNED PARENTHOOD LOS
20 ANGELES to have the IUD removed. PLANNED PARENTHOOD LOS ANGELES was unable to
21 remove the IUD from Plaintiff.

22 10. On February 15, 2021, Plaintiff underwent surgery under general anesthesia to remove
23 the IUD at Cedars-Sinai Hospital. The surgery was unsuccessful. The IUD could not be removed.
24 The IUD remains lodged inside Plaintiff against her will.

25 11. At the time of manufacture and sale of the IUD, Defendants knew or reasonably should
26 have known the IUD:

- 27 a. Was designed and manufactured in such a manner that presented an
28 unreasonable risk of fracture of portions of the device;

1 left COOPERSURGICAL's possession.

2 18. Plaintiff used the IUD as it was intended to be used, and in a reasonably foreseeable
3 way.

4 19. Plaintiff did not misuse or modify the IUD.

5 20. The manufacturing defect of the IUD caused Plaintiff's harm.

6 21. Plaintiff suffered damages in form of, *inter alia*, bodily injuries, infertility, and
7 emotional distress because of the defective IUD manufactured by COOPERSURGICAL and inserted
8 into Plaintiff by PLANNED PARENTHOOD LOS ANGELES.

9 22. The manufacturing defect in the IUD that remains inside Plaintiff against her will is a
10 substantial factor in causing Plaintiff's harm.

11 **SECOND CAUSE OF ACTION:**

12 **STRICT LIABILITY – DESIGN DEFECT**

13 **[Against PLANNED PARENTHOOD LOS ANGELES, COOPERSURGICAL, INC. and**

14 **DOES 1 – 50]**

15 23. Plaintiff realleges and incorporates herein paragraphs 1 – 22 above.

16 24. The irremovable, defective IUD that remains inside Plaintiff against her will was
17 defectively designed by COOPERSURGICAL, INC.

18 25. The IUD suffered from the design defect at the time it left COOPERSURGICAL,
19 INC.'s possession.

20 26. Plaintiff alleges that the defective IUD did not perform safely as an ordinary consumer
21 would have expected it to perform. More specifically, Defendants marketed the IUD as a removable,
22 temporary form of birth control. Defendants told Plaintiff that the IUD could be removed, but it cannot
23 be removed even after surgery under general anesthesia.

24 27. Plaintiff used the IUD as it was intended to be used, and in a reasonably foreseeable
25 manner.

26 28. Plaintiff did not misuse or modify the IUD.

27 29. The defect in the design of the IUD caused Plaintiff's harm.

28 30. Plaintiff suffered damages in form of, *inter alia*, bodily injuries, infertility, and

1 emotional distress because of the defective IUD manufactured by COOPERSURGICAL and inserted
2 into Plaintiff by PLANNED PARENTHOOD LOS ANGELES.

3 31. The defectively designed IUD that remains inside Plaintiff against her will is a
4 substantial factor in causing Plaintiff's harm.

5 **THIRD CAUSE OF ACTION:**

6 **MEDICAL NEGLIGENCE**

7 **[Against PLANNED PARENTHOOD LOS ANGELES and DOES 1 – 50]**

8 32. Plaintiff realleges and incorporates herein paragraphs 1 – 31 above.

9 33. PLANNED PARENTHOOD LOS ANGELES and Does 1 – 50 had a duty of care to
10 Plaintiff that was formed when PLANNED PARENTHOOD LOS ANGELES and Does 1 – 50
11 advertised and held themselves out as medical care providers, offered medical services to Plaintiff,
12 and created a physician-patient relationship with Plaintiff.

13 34. PLANNED PARENTHOOD LOS ANGELES and Does 1 – 50 breached that duty by
14 failing to use the level of skill, knowledge, or care that other reasonably skilled medical care providers
15 would use in similar circumstances.

16 35. More specifically, PLANNED PARENTHOOD LOS ANGELES and Does 1 – 50
17 negligently, recklessly, and without due care inserted the IUD into Plaintiff and/or negligently,
18 recklessly, and/or without due care failed to remove the IUD from Plaintiff.

19 36. The conduct of PLANNED PARENTHOOD LOS ANGELES and Does 1 – 50
20 factually and proximately caused Plaintiff's damages.

21 37. The conduct of PLANNED PARENTHOOD LOS ANGELES and Does 1 – 50 was a
22 substantial factor in causing Plaintiff's harm.

23 38. Plaintiff suffered damages in the form of, *inter alia*, bodily injuries, infertility, and
24 emotional distress because of the conduct of PLANNED PARENTHOOD LOS ANGELES and Does
25 1 – 50.

26 **FOURTH CAUSE OF ACTION:**

27 **GENERAL NEGLIGENCE**

28 **[Against PLANNED PARENTHOOD LOS ANGELES, COOPERSURGICAL, INC. and**

1 **DOES 1 – 50]**

2 39. Plaintiff realleges and incorporates herein paragraphs 1 – 38 above.

3 40. At all times relevant to this action, Defendants were in the business of designing,
4 developing, manufacturing, selling, and inserting IUDs for temporary birth control.

5 41. Defendants had a duty to act reasonably to design, develop, manufacture, market, sell
6 and insert a product that did not present a risk of harm to Plaintiff or other patients. More specifically,
7 Defendants had a duty to design, manufacturer, sell, and insert an IUD that could be removed as
8 intended and promised.

9 42. Defendants breached their duty of care to Plaintiff by negligently, recklessly, and
10 without due care designed, developed, marketed, sold, and/or inserted an IUD that caused bodily harm
11 and infertility to Plaintiff.

12 43. The aforementioned negligent conduct caused Plaintiff’s damages in the form of, *inter*
13 *alia*, bodily injuries, infertility, and emotional distress.

14 44. The aforementioned negligent conduct was a substantial factor in causing Plaintiff’s
15 damages in the form of, *inter alia*, bodily injuries, infertility, and emotional distress.

16 **WHEREFORE**, Plaintiff prays for judgment against Defendants COOPERSURGICAL, INC. and
17 PLANNED PARENTHOOD LOS ANGELES and DOES 1 – 50 for:

- 18 1. Special damages including but not limited to past and future medical care, lost earnings,
- 19 and lost earning capacity;
- 20 2. General damages including but not ;
- 21 3. Costs of suit;
- 22 4. Other and further relief as the Court may deem just and proper.

24 DATE: April 26, 2022

BRADEN BENNETT LAW, PC

26 By: /s/ Braden Bennett
27 BRADEN A. BENNETT
28 Attorney for Plaintiff BRETT ALANNA BENNETT