No. 24-0475

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

John Doe,
Plaintiff-Appellant,

v.

Grindr Inc. et al.,
Defendant-Appellee.

On Appeal from the United States District Court
for the Central District of California
No. 2:23-cv-02093-ODW
The Hon. Otis D. Wright, II, District Court Judge

BRIEF OF AMICUS CURIAE CENTER FOR DEMOCRACY & TECHNOLOGY IN SUPPORT OF DEFENDANT-APPELLEE AND AFFIRMANCE

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Date: June 17, 2024

/s/ Samir Jain
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STATEMENT OF INTEREST OF AMICUS[1]

The Center for Democracy & Technology ("CDT") is a non-profit public interest organization. For more than twenty-five years, CDT has represented the public's interest in an open, decentralized Internet and worked to ensure that the constitutional and democratic values of free expression and privacy are protected in the digital age. CDT regularly advocates before legislatures, regulatory agencies, and courts in support of First Amendment rights on the Internet and other protections for online speech, including limits on intermediary liability for user-generated content.

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[1] Pursuant to Federal Rule of Appellate Procedure Rule 29(a)(4)(E), amicus certifies that no person or entity, other than amicus curiae, made a monetary contribution to the preparation or submission of this brief or authored this brief in whole or in part. The parties have consented to the filing of this brief.

INTRODUCTION

The Internet is the most important place in society for the exchange of diverse views today. *Packingham v. North Carolina,* 582 U.S. 98 (2017). Section 230 of the Communications Decency Act is the scaffolding upon which that vibrant and diverse marketplace of ideas is built. Without it, the diversity of services we access through the Internet – from messaging apps, to dating apps, to online video games, to crowd-sourced educational resources, journalistic resources, and more – would no longer function as they currently do.

Section 230 immunizes interactive computer services from liability as the publisher or speaker of content provided by others. The provision enables the free expression of ideas and the exchange of information on the Internet by removing the incentive that interactive computer services would otherwise have to block or take down controversial or other content that might give rise to the risk of litigation and liability. At the same time, it allows those services to exercise their editorial discretion to restrict access to obscene, dangerous, or objectionable content, again without fear of liability.

The underlying facts of this case doubtlessly "evoke outrage." *Jane Doe No. 1 v. Backpage.com*, *LLC*, 817 F.3d 12, 15 (1st Cir. 2016). Even so, Plaintiff's narrow interpretation of the statute's scope would eviscerate Section 230's protections, harming the speech communities and vibrant exchange of ideas online

that Congress intended Section 230 to support. There is no exception to Section 230 for claims of product liability. Rather, as with any claim for civil liability not subject to express exception in the text of Section 230, courts must analyze whether a claim for product liability seeks to treat an interactive computer service as the publisher or speaker of another's content.

As this court's precedents and numerous other cases demonstrate, Section 230 bars product liability claims where, as in this case, those claims depend on communications between other information content providers (e.g., users of the platform) and the duty Plaintiff seeks to impose would require the company to monitor, alter, or block, or remove that user content.

ARGUMENT

I. SECTION 230 APPLIES TO CLAIMS OF PRODUCT LIABILITY.

Section 230 contains no exception for product liability claims. 47 U.S.C. §230(e). Styling a lawsuit against an interactive computer service as a product liability claim, therefore, does not circumvent Section 230's shield.

Product liability laws, like defamation or any other claim for civil liability, hold manufacturers or sellers of products liable when the elements of the cause of action are satisfied. In general, product liability claims fall into three categories: (1) manufacturing defect; (2) defective design; or (3) inadequate instructions or warning concerning the proper use of the product. Restatement (Third) of Torts:

Products Liability § 2. Most product liability claims against interactive computer services are inadequate warning or, as in this case, design defect claims. A design defect claim "asserts that the manufacturer's design is itself unreasonably dangerous." Keith N. Hylton, *The Law and Economics of Products Liability*, 88 Notre Dame L. Rev. 2457, 2469 (2013).

Section 230(c)(1) states that "No provider or user of an interactive computer services shall be treated as the publisher or speaker of any information provided by another information content provider." 47 U.S.C. 230(c)(1). Section 230(e) enumerates the exceptions to Section 230, which include federal criminal law, intellectual property claims, certain sex trafficking claims, and claims under the Electronic Communications Privacy Act and other similar state laws. 47 U.S.C. 230(e).

None of these exceptions encompasses claims of product liability. As a result, if a claim for product liability seeks to treat an interactive computer service as a publisher or speaker of information provided by others, Section 230 applies. None disputes that the Defendant, Grindr, is an interactive computer service. The district court, therefore, correctly examined Plaintiff's product liability claims to determine whether they seek to treat the Defendant as a publisher or speaker of another's content.

II. SECTION 230 BARS PRODUCT LIABILITY CLAIMS THAT WOULD IMPOSE DUTIES TREATING AN INTERACTIVE COMPUTER SERVICE AS THE PUBLISHER OF THIRD-PARTY CONTENT.

Under Ninth Circuit precedent, Section 230 "[i]mmunity from liability exists for (1) a provider or user of an interactive computer service (2) whom a plaintiff seeks to treat, under a state law cause of action, as a publisher or speaker (3) of content provided by another information content provider." *Dryoff v. Ultimate Software Grp., Inc*., 934 F. 3d 1093, 1097 (9th Cir. 2019) (quoting *Barnes v. Yahoo! Inc.*, 570 F.3d 1096, 1100-01 (9th Cir. 2008)). As noted above, parties agree that Grindr is an interactive computer service. Moreover, information posted and provided by Plaintiff to create his profile, the messages exchanged between users, and the geographic location information used to match Plaintiff with other users is provided by the users, not Grindr, and therefore is "provided by another information content provider."

Thus, the key question is whether the Plaintiff's claims seek to treat Grindr as a publisher or speaker of that third-party content. Because the claims would impose on Grindr the obligation to edit, prevent, or remove that content – quintessential duties of a publisher – the district court correctly held that they do. ER-1.

A. Precedent Establishes That Section 230 Applies To Product Liability Claims That Are Inextricably Linked To The Publication Of Third-Party Content.

Case law establishes that Section 230 bars claims based on alleged design defects that seek to impose a duty to monitor, alter, or prevent the publication of third-party content. In one of the earliest cases to consider the issue, *Doe v. MySpace Inc.*, 528 F.3d 413 (5th Cir. 2008), the Fifth Circuit held that Section 230(c)(1) barred the plaintiffs' claim against MySpace for negligence and gross negligence based on its "failure to implement basic safety measures to protect minors," claims strongly similar to those at issue in this case. *Id.* at 419. In *MySpace*, the plaintiff was a teenage girl who was sexually assaulted by a man she met and communicated with through MySpace. The court rejected the plaintiffs' argument that they sought to hold MySpace liable for failure to implement tools that would have prevented the minor plaintiff from communicating with the adult man over MySpace. The court held that plaintiffs' claim sought to hold MySpace liable for publishing the communications between the minor plaintiff and adult man, without which the sexual assault would not have occurred. The court concluded that the plaintiffs' allegations "[were] merely another way of claiming that MySpace was liable for publishing the communications and they speak to MySpace's role as a publisher of online third-party-generated content." *Id.* at 420.

In *Doe v. Snap*, the Fifth Circuit similarly held that Section 230(c)(1) barred a claim of negligent design against Snap for its alleged creation of an environment where adults could interact with children with assurances that there would be no long-lasting evidence of those interactions. *Doe v. Snap, Inc.*, No. 22-20543, 2023 U.S. App. LEXIS 16095 (5th Cir. June 26, 2023). The plaintiff was a minor child who was sexually assaulted by a teacher after being groomed through sexually explicit content provided to him by the teacher through Snapchat. Citing *MySpace*, the court affirmed the finding that plaintiffs harmed by the publication of content by an interactive computer service "may sue the third-party user who generated the content, but not the interactive computer service that enabled them to publish the content online." *Id.*, at *2-3 *citing MySpace, Inc.*, 528 F.3d at 419. *See also Diez v. Google, Inc.*, 831 F. App'x 723, 724 (5th Cir. 2020) ("By its plain text, § 230 creates federal immunity to any cause of action that would make internet service providers liable for information originating with a third-party.")

Similarly, in *Herrick v. Grindr*, the Second Circuit held that Section 230(c)(1) barred the plaintiff's manufacturing defect, design defect, and failure to warn claims against Grindr after the plaintiff's ex-boyfriend used the app to impersonate him and direct others to his home and workplace. *Herrick v. Grindr LLC*, 765 F. App'x 586 (2d Cir. 2019). The plaintiff's claims were based on Grindr's alleged lack of "safety features to prevent impersonating profiles and

other dangerous conduct" and Grindr's failure "to remove the impersonating profiles created by his ex-boyfriend." *Id.* at 588. The Second Circuit held that these claims were based on third-party content and treated Grindr as the publisher or speaker of that content, and were thus barred by Section 230(c)(1). The court concluded plaintiff's claims "[arose] from the impersonating content that Herrick's ex-boyfriend incorporated into profiles he created and direct messages with other users" and that the claims treated Grindr as a publisher because the claims were, at their base, about Grindr's failure to remove offensive content. *Id.* at 590.

The Second Circuit rejected the plaintiff's argument that his claims were premised solely "on Grindr's design and operation of the app," not its publisher activity, because it concluded that "Grindr's alleged lack of safety features is only relevant to Herrick's injury to the extent that such features would make it more difficult for his former boyfriend to post impersonating profiles or make it easier for Grindr to remove them." *Id.* (internal quotations omitted). Similarly, the court held that the plaintiff's duty to warn claim "is inextricably linked to Grindr's alleged failure to edit, monitor, or remove the offensive content provided by his ex-boyfriend," and, in the alternative, if the failure to warn claim is based on Grindr's failure "to generate its own warning that its software could be used to impersonate and harass others," the claim fails for lack of causation. *Id.* at 591.

The majority of lower courts have followed similar lines of reasoning to hold that Section 230(c)(1) bars product liability claims against an interactive computer service when those claims are based upon third-party content. *See, e.g., Bride v. Snap Inc.*, No. 2:21-cv-06680-FWS-MRW, 2023 U.S. Dist. LEXIS 5481 (C.D. Cal. Jan. 10, 2023) (holding that Section 230(c)(1) barred plaintiffs' claims against Snap for strict product liability based on a design defect, strict product liability based on a failure to warn, and negligence based on argument that anonymity features are a defect that encouraged harassment on its messaging and polling apps); *Doe v. Twitter, Inc.*, 555 F. Supp. 3d 889 (N.D. Cal. 2021) (holding that Section 230(c)(1) barred plaintiffs' claim that Twitter was defectively designed to allow for the dissemination of child sexual abuse materials); *M.L. v. Craigslist Inc.*, 2021 U.S. Dist. LEXIS 223297 (W.D. Wash. Sept. 16, 2021) (holding that Section 230(c)(1) barred a negligence claim against Craigslist for its alleged failure to operate its business in a manner that did not allow sex trafficking and failure to warn).

This Court's decision in *Lemmon v. Snap* is also consistent with this line of cases. 995 F.3d 1085 (9th Cir. 2021). Plaintiff relies heavily on *Lemmon* to argue that claims for product liability related to product design do not treat interactive computer services as publishers, instead, treating them as product manufacturers.

That interpretation would represent a vast and unwarranted expansion of *Lemmon* to undermine the protections afforded by Section 230 to free expression.

In *Lemmon*, this court held that Section 230(c)(1) did not immunize Snapchat from a negligent design claim relating to its "Speed Filter." The plaintiffs in *Lemmon* were the parents of children who died in a high-speed car accident. The parents sued Snap for negligent design of Snapchat, alleging that the design of its Speed Filter "encouraged their sons to drive at dangerous speeds," causing their deaths. *Id.* at 1085. Specifically, the parents alleged that in the minutes before the crash, one of the children used the Snapchat Speed Filter, which enabled users to record their real-life speed.

On appeal, this court held that Section 230 did not apply to the parents' negligent design claim "because the Parents' claim neither treats Snap as a 'publisher or speaker' nor relies on 'information provided by another information content provider.'" *Id.* at 1093. The court rejected the argument that the parents' claim was an attempt to plead around Section 230 because the claim "does not depend on what messages, if any, a Snapchat user employing the Speed Filter actually sends." *Id.* at 1094.

The court held that the parents' claim did not treat Snap as a publisher or speaker because the alleged duty "'has nothing to do with' its editing, monitoring, or removing the content that its users generate through Snapchat." *Id.* at 1092

(quoting *Doe v. Internet Brands, Inc.*, 824 F.3d 846, 852 (9th Cir. 2016)). In contrast, the court said, a claim attempting "to fault Snap for publishing other Snapchat-user content (e.g., snaps of friends speeding dangerously) that may have incentivized the boys to engage in dangerous behavior" would treat Snap as a publisher. *Id.* at 1093 n.4. Because the parents' claim "merely 'seek[s] to hold Snapchat liable for its own conduct, principally for the creation of the Speed Filter,'" (quoting *Maynard v. Snapchat, Inc.*, 346 Ga. App. 131, 816 S.E.2d 77, 81 (Ga. Ct. App. 2018)), the court concluded that the claim did not treat Snap as a publisher, and thus allowed the claim to proceed.[2]

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[2] Despite the court's explanation in *Lemmon* that Section 230 did not bar the plaintiffs' claim because it did not depend on the publication of third-party content, one lower court applied the rationale of *Lemmon* in a product liability case that relied at least in part on third party content. In *A.M. v. Omegle LLC*, 614 F. Supp. 3d 814 (D. Or. July 13, 2022), the district court held that Section 230(c)(1) did not shield Omegle from the plaintiff's defective design, failure to warn, negligent design, and negligent warning and instruction claims. The plaintiff in that case was an 11-year-old girl who connected with an adult on Omegle, who subsequently sexually abused her and other minors. The court held that plaintiff's claim that Omegle had a duty to prevent minors from connecting with unknown adults, which did not depend on publishing third-party content and instead depended only on the site's design. *Id*. at 820. Yet the court also recognized that the plaintiff's product liability claims were about failures to warn and design defects that "led to the interaction" between the minor plaintiff and an adult sexual predator. *Id*. In other words, plaintiff was harmed in *A.M. v. Omegle* not due to the matching alone, but as a result of the exchange of third-party content, and the duty plaintiff sought to impose upon the platform required the platform to prevent certain communications from occurring. For that reason, the court's decision in *A.M. v. Omegle* cannot be squared with the clear weight of Section 230 and product liability precedent.

This court followed similar reasoning to *Lemmon* in an earlier case, *Doe v. Internet Brands, Inc.*, 824 F.3d 846 (9th Cir. 2016), holding that Section 230(c)(1) did not bar a claim of negligent failure to warn that was unrelated to content published on the site. In *Internet Brands*, the plaintiff user of ModelMayhem.com, a social media and networking site, was lured to a fake audition and subsequently drugged, raped, and filmed by two men after the men saw the plaintiff's post on the site. The plaintiff did not allege that the offenders contacted her through the site. Rather, her claim was that the interactive computer service knew from sources outside of the content hosted by the service that the two men were targeting women on Model Mayhem for rape and failed to warn the website's users. The court held that that Section 230(c)(1) did not bar the plaintiff's claim because the claim "has nothing to do with [defendant's] efforts, or lack thereof, to edit, monitor, or remove user generated content" and does not depend on allegations that ModelMayhem.com "transmitted any potentially harmful messages between [the plaintiff] and [the rapists]." *Id.* at 854.

These cases demonstrate the proper line between product liability claims that are barred by Section 230 and those that are not. When the claim, at its base, would impose a duty to moderate or monitor user content, including which users are allowed to communicate with each other, Section 230 applies. When, as in *Lemmon* or *Internet Brands*, the claims do not depend on "what messages, if any,"

are published on the platform or seek to impose a publication-related duty, Section 230 does not apply.

B. Section 230 Immunizes Grindr From Plaintiff's Claims Because They Would Impose Duties Related To The Publication Of Third-Party Content.

No one should have had to endure the crimes committed against Plaintiff. Plaintiff should, and does, have recourse against the men that injured him, and three of them have been convicted of crimes. Doe Br. 7. The severity of these crimes should not, however, cloud this court's analysis of this case. Section 230's shield applies to design defect claims, like those here, that seek to impose a duty to monitor, alter, or prevent the publication of third-party content, core publishing decisions.

In this case, the alleged harm is based on information provided by the Plaintiff and communications between users that led to in-person assault. Thus, this case stands in stark contrast to *Lemmon*, where no user generated information was at issue. Instead, as in *Herrick*, Grindr's age verification functions and features that match users based on the location data shared with Grindr are only relevant to Plaintiff's injuries to the extent that they allowed adult users to communicate with Plaintiff, leading to in-person meetings where the adult users engaged in unlawful conduct. In other words, for Grindr to comply with the duty Plaintiff seeks to impose, Grindr would have had to alter user-generated content, more closely

monitoring users on the site, and block content, including user profiles, or particular communications between third parties. As the cases demonstrate, these are core publication duties.

This court should follow its own precedent in *Lemmon* and *Internet Brands*, as well as the cases from its sister circuits examining Section 230's application to product liability claims, to articulate a clear rule for assessing when these claims qualify for Section 230's shield. When the gravamen of a product liability claim relates to design features that assist core publishing activities, such as facilitating user communications, this court should hold that Section 230 applies. Courts may assess this question by examining whether the claim for liability is inextricably linked to an alleged failure to edit, monitor, remove, or prevent the creation of certain content. The court might also formulate the question as one of whether the duty plaintiffs request would require the monitoring, editing, deletion, or prevention of the creation of third-party content. If so, again, Section 230 should apply. Conversely, when the product liability claim has nothing to do with the publication of user content, as in *Lemmon*, courts should rule that Section 230 does not apply. Under this rule, the district court correctly held that Section 230 applies to Plaintiff's claims against Grindr.

III. APPLYING SECTION 230 TO THE INSTANT CASE IS NECESSARY TO PROTECT FREE EXPRESSION AND EFFECTUATE CONGRESSIONAL POLICY.

Section 230 has been called the 26 words that created the Internet. Jeff Kosseff, *The Twenty-Six Words That Created the Internet*, Cornell University Press (2019). Without it, expression online would be far less free. Members of non-majority groups, including people of color, LGBTQ+ communities, and members of religious communities, artists, and other creators are able to build platforms, communities, and find audiences for their messages and creative projects, in part, because Section 230 supports this freedom. Additionally, Section 230's breadth actualizes Congressional intent to support the Internet as "a forum for a true diversity of political discourse, unique opportunities for cultural development and myriad avenues for intellectual activity." 47 U.S.C. §230 (a)(3). Narrowing Section 230 as plaintiffs suggest threatens to undermine the values Congress sought to support when enacting the law.

A. Section 230 Supports Expression On Controversial Topics And Effectuates Congressional Intent.

Section 230 enables platforms to allow discussions of controversial topics to flow unimpeded. It also encourages online intermediaries to cultivate useful online spaces by moderating content that is offensive or even simply inappropriate for the topics to which particular sites are dedicated.

The #MeToo movement, for example, inspired many women and other people who had been sexually harassed and assaulted to name their abusers and raise public consciousness of the pervasiveness of these problems.[3] As but one other example, the website Glassdoor allows company employees to anonymously provide candid information about their working environments to inform prospective employees about what to expect from employment.[4] Without Section 230, online platforms may have removed much of the content related to #MeToo for fear of liability for defamation or some other claim and Glassdoor might not exist at all for similar reasons.[5] Moreover, if Section 230 did not also protect "design features" that increased the visibility of this content or chose to show this content to particular users based on perceived interest, similar censorship would result. Millions of other examples of content or entire platforms that would be silenced but for Section 230's shield against censorship abound. *See*, Enrique Armijo, *Section 230 as a Civil Rights Statute*, 92 U. Cin. L. Rev. 301, 302 (2023) ("Thanks to Section 230 of the Communications Decency Act… speakers can

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[3] *MeToo Movement*, Wikipedia, https://en.wikipedia.org/wiki/MeToo_movement (last visited June 13, 2024).
[4] Glassdoor, *About Us*, https://www.glassdoor.com/about/ (last visited June 13, 2024).
[5] *See*, Jennifer Granick, *Is this the End of the Internet As We Know It?*, ACLU (Feb. 22, 2023) (noting that #MeToo movement may not have taken off without Section 230), https://www.aclu.org/news/free-speech/section-230-is-this-the-end-of-the-internet-as-we-know-it.

engage in speech about protest, freedom, equality, and dissent without fear of collateral censorship.")

Even though most of this speech represents expression protected by the First Amendment, the risk of liability – or even the potential costs of prospective litigation – would cause online intermediaries to rationally take down controversial content, particularly in the face of a threatened lawsuit. As a result, in the absence of Section 230, online intermediaries would likely censor speech of all types, including valuable debate, journalism, speech of human rights defenders, protesters, and other constitutionally protected speech.

The wide berth Section 230 provides to speech fulfills Congress's intent to foster the Internet as a space for speech to flourish. As Congress explained in Section 230 itself, "increasingly Americans are relying on interactive media for a variety of political, cultural, and entertainment services." 47 U.S.C. §230(a)(5). That was true in 1996 and it is even more true now, as we conduct more and more of our lives via online services. In passing Section 230, Congress recognized the potential the Internet had to transform our lives and that Section 230 would be a necessary protection "to preserve the vibrant and competitive free market" that supports the diversity of services and communities we currently access online. 47 U.S.C. §230(b)(2).

Courts have effectuated that purpose when interpreting the statute, finding time and again, in the face of difficult facts, that Section 230 provides broad protections in support of free expression. As the Fourth Circuit explained early on in the statute's implementation, "Section 230 was enacted, in part, to maintain the robust nature of Internet communication and, accordingly, to keep government interference in the medium to a minimum." *Zeran v. Am. Online*, 129 F. 3d 327, 330 (4th Cir. 1997).

B. Plaintiff's Reading Of Section 230 Would Undermine Core User Speech And Privacy Protections.

Plaintiff argues that the duty he seeks to impose upon Grindr is unrelated to the publication of content. Not so. Styling a lawsuit as a product liability claim for a design feature that performs core publishing activities should not and does not function as an end run around Section 230. A finding to the contrary would not only be contrary to statutory text and applicable precedent, it also would undermine the utility of online spaces and the culture of free expression online that Section 230 has supported for nearly 30 years.

Congress enacted Section 230 for the express purpose of both facilitating online speech and shielding interactive computer services' publishing activities to enhance users' online experiences. 141 Cong. Rec. 22,045-46 (1995) (statements of Rep. Christopher Cox and Rep. Ron Wyden). The provision was adopted following the developments in case law holding that platforms are generally not

liable for information provided by third parties, *unless* the platform moderates users' content, in which case a platform could be liable as the publisher for all content that remained. *Stratton Oakmont v. Prodigy Servs. Co*., 1995 N.Y. Misc. LEXIS 229, 1995 WL 323710, 23 Media L. Rep. 1794 (N.Y. Sup. Ct. May 24, 1995). Recognizing the "perverse incentive" that this ruling created, Congress adopted Section 230 to protect the ability of interactive computer services to make editorial decisions regarding the online spaces they operate. Christopher Cox, *The Origins and Original Intent of § 230 of the Communications Decency Act*, Richmond J.L. & Tech. Blog (Aug. 27, 2020).

With Section 230's express protections for publication activities, interactive computer services make editorial decisions about users' content, including through design features that perform core publishing functions, without concern that they could be held liable for their users' speech. These publication activities can take several forms. On a dating app, like Grindr, the service uses information provided by users, including profile data and location information, to match users and facilitate the exchange of content between those users – a feature clearly related both to user content and to the publication of that information. Many other popular social media platforms have similar design features. X allows users to block others

from seeing their content.[6] Facebook allows users to create groups with limited membership where only members can see group content.[7] If the existence of platform features that assist in connecting users with other users placed content created or exchanged by those users outside of Section 230's protections, intermediaries would face substantial risks of litigation and liability, leading to a chilling effect that would undermine users' free expression interests.

Permitting liability based on features that effectuate a platform's editorial decision making, "even if those decisions [are] imperfect," would not only be "backward," but would also threaten the ability of interactive computer services to make online spaces safer and more useful. *See* Brief of Senator Ron Wyden and Former Representative Christopher Cox as Amicus Curiae in Support of Respondent, *Reynaldo Gonzalez et. al v. Google LLC*, 143 S. Ct. 80 (2022) (No. 21-1333) (quoting statement of Rep. Christopher Cox). Finding that Plaintiff's claim falls outside Section 230 would mean that interactive services could be liable for design features that determine who is allowed to speak on a platform, order content on a platform, or choose which content can be published and to whom – all of which are inherently forms of publishing decisions.

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[6] X, *How to Block Accounts on X*, https://help.twitter.com/en/using-x/blocking-and-unblocking-accounts.
[7] Facebook, *Groups*, https://www.facebook.com/help/1629740080681586.

CONCLUSION

Accordingly, this court should uphold the district court's holding that Section 230 bars Plaintiff's product liability claims.

Date: June 17, 2024

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