PERKINS COIE LLP
Sunita Bali (Bar No. 274108)
SBali@perkinscoie.com
505 Howard Street, Suite 1000
San Francisco, California 94105-3204
Telephone: +1.415.344.7000
Facsimile: +1.415.344.7050

Lauren J. Tsuji (Bar No. 300155)
LTsuji@perkinscoie.com
1301 Second Avenue, Suite 4200
Seattle, Washington 98101-3804
Telephone: +1.206.359.8000
Facsimile: +1.206.359.9000

Attorneys for Defendant GOOGLE LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

Z.G., by and through her guardian ad litem, MICHAEL GRIDLEY,

Plaintiffs

v.

GOOGLE LLC, and Does 1-10

Defendants.

Case. No. 25CV468773

DEFENDANT GOOGLE LLC'S NOTICE OF DEMURRER AND DEMURRER TO COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES

Date: April 29, 2026
Time: 1:30 p.m.
Department: 13
Judge: Hon. Daniel T. Nishigaya

Action Filed: June 20, 2025

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 29, 2026 at 1:30 p.m., or at a time and date to be set by the Court, before the Honorable Daniel T. Nishigaya in Department 13 of the Superior Court of the State of California, County of Santa Clara, located at 191 North First Street, San Jose, CA 95113, Defendant Google LLC ("Google") will, and hereby does, demur to all causes of action in the Complaint filed by Plaintiff Z.G., by and through her guardian ad litem Michael Gridley ("Plaintiff"). This demurrer is made pursuant to California Civil Procedure Code Section 430.10(e) on the grounds that the Complaint, and each and all purported causes of action therein, is barred by Section 230 of the Communications Decency Act, 47 U.S.C. § 230 *et seq.*, and fails to state facts sufficient to constitute any cause of action against Google, Cal. Civ. Proc. Code § 430.10(e).

This demurrer is based upon this Notice of Demurrer and Demurrer, the supporting Memorandum of Points and Authorities, the Request for Judicial Notice in Support of Google's Demurrer to Complaint, and such other matters that the Court may consider such as the pleadings and papers on file in this action, and such further written and oral evidence and argument as may be presented at the time of the hearing.

Dated: October 24, 2025

/s/ Sunita Bali

PERKINS COIE LLP
Sunita Bali (Bar No. 274108)
SBali@perkinscoie.com
505 Howard Street, Suite 1000
San Francisco, California 94105-3204
Telephone: +1.415.344.7000
Facsimile: +1.415.344.7050

Lauren J. Tsuji (Bar No. 300155)
LTsuji@perkinscoie.com
1301 Second Avenue, Suite 4200
Seattle, Washington 98101
Telephone: +1.206.359.8000
Facsimile: +1.206.359.9000

Attorneys for Defendant GOOGLE LLC

DEMURRER

Pursuant to Section 430.10 of the California Code of Civil Procedure, Google demurs to all five claims in the Complaint.

Demurrer to First Cause of Action – Strict Liability Design Defect

First, Google demurs to Plaintiff's first cause of action on the grounds that Section 230 of the Communications Decency Act, 47 U.S.C. § 230 *et seq.* ("Section 230"), bars Plaintiff's cause because she seeks to treat Google as a publisher or speaker of third-party content and/or because she seeks to impose liability on Google for providing Z.G.'s school district with technical tools to restrict students' access to objectionable content, which she claims were ineffective. *See* 47 U.S.C. §§ 230(c)(1), (c)(2)(B).

Second, Google demurs to Plaintiff's first cause of action on the grounds that Plaintiff has failed to state facts sufficient to constitute a cause of action. Cal. Civ. Proc. Code § 430.10(e). Under each product liability theory, Z.G. fails to allege a legally cognizable design defect because facilitating internet access is not a design defect and product defect claims do not extend to injuries caused by ideas. In addition, Z.G. has not sufficiently alleged that her injuries were proximately caused by Google.

Demurrer to Second Cause of Action – Strict Liability Failure to Warn

First, Google demurs to Plaintiff's second cause of action on the grounds that Section 230 bars Plaintiff's cause because she seeks to treat Google as a publisher or speaker of third-party content and/or because she seeks to impose liability on Google for providing Z.G.'s school district with technical tools to restrict students' access to objectionable content, which she claims were ineffective. *See* 47 U.S.C. §§ 230(c)(1), (c)(2)(B).

Second, Google demurs to Plaintiff's second cause of action on the grounds that Plaintiff has failed to state facts sufficient to constitute a cause of action. Cal. Civ. Proc. Code § 430.10(e). Under each product liability theory, Z.G. fails to allege a legally cognizable design defect because facilitating internet access is not a design defect and product defect claims do not extend to injuries caused by ideas. In addition, Z.G. has not sufficiently alleged that her injuries were proximately caused by Google. Finally, Google does not have a duty to warn of generally known dangers, such

as the potential dangers of the internet.

Demurrer to Third Cause of Action – Negligent Design

First, Google demurs to Plaintiff's third cause of action on the grounds that Section 230 bars Plaintiff's cause because she seeks to treat Google as a publisher or speaker of third-party content and/or because she seeks to impose liability on Google for providing Z.G.'s school district with technical tools to restrict students' access to objectionable content, which she claims were ineffective. *See* 47 U.S.C. §§ 230(c)(1), (c)(2)(B).

Second, Google demurs to Plaintiff's third cause of action on the grounds that Plaintiff has failed to state facts sufficient to constitute a cause of action. Cal. Civ. Proc. Code § 430.10(e). Under each product liability theory, Z.G. fails to allege a legally cognizable design defect because facilitating internet access is not a design defect and product defect claims do not extend to injuries caused by ideas. In addition, Z.G. has not sufficiently alleged that her injuries were proximately caused by Google.

Demurrer to Fourth Cause of Action – Negligent Failure to Warn

First, Google demurs to Plaintiff's fourth cause of action on the grounds that Section 230 bars Plaintiff's cause because she seeks to treat Google as a publisher or speaker of third-party content and/or because she seeks to impose liability on Google for providing Z.G.'s school district with technical tools to restrict students' access to objectionable content, which she claims were ineffective. *See* 47 U.S.C. §§ 230(c)(1), (c)(2)(B).

Second, Google demurs to Plaintiff's fourth cause of action on the grounds that Plaintiff has failed to state facts sufficient to constitute a cause of action. Cal. Civ. Proc. Code § 430.10(e). Under each product liability theory, Z.G. fails to allege a legally cognizable design defect because facilitating internet access is not a design defect and product defect claims do not extend to injuries caused by ideas. In addition, Z.G. has not sufficiently alleged that her injuries were proximately caused by Google. Finally, Google does not have a duty to warn of generally known dangers, such as the potential dangers of the internet.

Demurrer to Fifth Cause of Action – Negligence

First, Google demurs to Plaintiff's fifth cause of action on the grounds that Section 230 bars

Plaintiff's cause because she seeks to treat Google as a publisher or speaker of third-party content and/or because she seeks to impose liability on Google for providing Z.G.'s school district with technical tools to restrict students' access to objectionable content, which she claims were ineffective. *See* 47 U.S.C. §§ 230(c)(1), (c)(2)(B).

Second, Google demurs to Plaintiff's fifth cause of action on the grounds that Plaintiff has failed to state facts sufficient to constitute a cause of action. Cal. Civ. Proc. Code § 430.10(e). Under each product liability theory, Z.G. fails to allege a legally cognizable design defect because facilitating internet access is not a design defect and product defect claims do not extend to injuries caused by ideas. In addition, Z.G. has not sufficiently alleged that her injuries were proximately caused by Google.

Dated: October 24, 2025

/s/ Sunita Bali

PERKINS COIE LLP
Sunita Bali (Bar No. 274108)
SBali@perkinscoie.com
505 Howard Street, Suite 1000
San Francisco, California 94105-3204
Telephone: +1.415.344.7000
Facsimile: +1.415.344.7050

Lauren J. Tsuji (Bar No. 300155)
LTsuji@perkinscoie.com
1301 Second Avenue, Suite 4200
Seattle, Washington 98101
Telephone: +1.206.359.8000
Facsimile: +1.206.359.9000

Attorneys for Defendant GOOGLE LLC

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I. INTRODUCTION

Z.G., a minor, by and through her guardian ad litem Michael Gridley, alleges that she was injured when a third-party criminal sent her sexually predatory messages through a third-party online communication platform called Discord. Z.G. seeks to hold defendant Google LLC ("Google") liable for her injuries under various product liability and negligence theories. But Google's only connection to the incident is that Z.G. allegedly used its products and services to access to the internet. Specifically, Google allegedly supplied Chromebook laptops and software to Z.G.'s school district for educational use, which Z.G.'s school then issued to Z.G., which Z.G. then used to access Discord. The Complaint does not allege that Google played any other role.

Z.G.'s theory of liability, ultimately, is that the internet is inherently dangerous for children, and that Google's products and services are defective because they failed to prevent her from accessing harmful content on the internet. But that theory fails as a matter of law for numerous reasons. *First*, Z.G.'s claims are squarely barred by Section 230 of the federal Communications Decency Act ("Section 230") because they seek to treat Google as a publisher or speaker of third-party content and/or seek to impose liability on Google for providing Z.G.'s school district with technical tools to restrict students' access to objectionable content, which Z.G. contends were ineffective. *See* 47 U.S.C. §§ 230(c)(1), (c)(2)(B).

Second, Z.G. has not adequately alleged a design defect or that her alleged injury was proximately caused by Google, both of which are necessary elements of her tort claims. As to a product defect, Z.G. argues that Chromebooks and related software are defective because they provide "broad access to the internet." Compl. ¶ 66. But simply facilitating internet access is not a product defect. Under Z.G.'s theory, she could just as easily sue the company that designed the router or modem she used to connect to the internet, simply because the device worked as intended. Further, any purported "defect" relates to the third-party content and ideas Z.G. saw online. It is black-letter law that "ideas and expression[s]," even when printed in a physical medium, are not products for purposes of product liability law. *See Winter v. G.P. Putnam's Sons*, 938 F.2d 1033, 1034 (9th Cir. 1991).

Third, the Complaint in this case, as well as the separate complaint that Z.G. filed against the Bakersfield City School District based on the same incident, makes clear that nothing Google did caused or contributed to Z.G.'s injuries. Z.G.'s school district—not Google—allegedly encouraged her to sign up for a Discord account and decided to turn off internet controls each afternoon so that students could access Discord. Then an unknown third party—again, not Google—created and sent objectionable messages to Z.G. via Discord which caused Z.G.'s harm. Although causation is generally a question of fact, where, as here, "the facts are such that the only reasonable conclusion is an absence of causation, the question is one of law." *State Dep't of State Hosps. v. Super. Ct.*, 61 Cal. 4th 339, 353 (2015) (citations omitted).

For all of these reasons, Google respectfully requests that the Court sustain its demurrer and dismiss the action with prejudice.

II. BACKGROUND

A. Google's Educational Products

Google offers a suite of education products and services that can be used by schools and school districts to facilitate teaching, learning, and classroom collaboration, referred to as Google Workspace for Education ("GWFE"). Many schools also provide students with Chromebooks, which are laptops that run Google's Chrome operating system ("Chrome OS"), and which can be used to access GWFE and Google's Chrome browser ("Chrome"). When a school is enrolled in GWFE, school administrators also have access to the Admin Console, which is a web-based platform that allows administrators to manage GWFE services, devices, and users in their organization, including the third-party apps and services that students can access.

B. Z.G.'s Factual Allegations

Z.G. alleges that while she attended elementary school in the Bakersfield City School District, her school provided her with a Chromebook laptop, equipped with Chrome OS, Chrome, and GWFE, that could be used to access the internet. Compl. ¶¶ 131, 132. In November 2023, the school district allegedly "encouraged" Z.G.—who at the time was ten years old—to create a Discord account with her school-issued email address on her Chromebook. *See* Request for Judicial Notice in Support of Google's Demurrer to Complaint ("RJN"), Ex. A at ¶¶ 13−15; Ex. B. Discord

is "an online communication platform," which Z.G. contends has "a reputation for enabling online predation of children, including coercing them to produce sexual and self-harm content." Compl. ¶¶ 15, 137; *see also id.* ¶ 14. According to an article cited in the Complaint, the school district made Discord available to students between 3:30 and 6:30 p.m., to facilitate a program called "e-sports," which is an electronic sports game played against other schools. RJN, Ex. B; *see also* Compl. ¶ 162 n.10.

Z.G. alleges that shortly after she created her Discord account, she was contacted by an unknown third-party predator with the handle "lil_pain." Compl. ¶¶ 16, 17, 139, 146. Z.G. and lil_pain exchanged messages via Discord for "several weeks," which escalated to "sexually explicit communications." *Id.* ¶¶ 140−141, 144. Z.G. alleges that she sustained various emotional injuries as a result of these communications. *Id.* ¶¶ 159−62.

C. Z.G.'s Legal Claims

On June 20, 2025, Z.G. filed this lawsuit, bringing various product liability and negligence claims against Google. The allegations against Google center on its alleged supply of a Chromebook and related software to Z.G. via her school district—specifically Chrome OS, Chrome, GWFE, and the Admin Console, which is "a suite of administrative tools that are available to school personnel." *Id.* ¶ 4. Z.G.'s foundational theory[1] is that Google's Chrome browser, which can be accessed via a Chromebook, is a "gateway to the open internet" which is "inherently dangerous for children" and thus "defectively designed for use in the compulsory setting of elementary education." *Id.* ¶¶ 33, 10, 4−5, 12, 66. According to Z.G., these products are "defectively designed for use by children in the school setting because . . . children are likely to be exposed to harmful content, such as pornography and ultraviolence, and harmful communications, such as cyberbullying and, as relevant to this case, sexual predation." *Id.* ¶ 5. In the alternative to arguing that Google should have outright barred her internet access, Z.G. contends that Google should have limited the content she was able to access, to include only "safe, pre-approved digital content and communications." *Id.* ¶ 96. In other words, Z.G. seeks to hold Google liable under

[1] Many of the allegations in the 300-paragraph complaint have nothing to do with the alleged defective products or Z.G.'s alleged injuries, and thus have no relevance to her claims. *See, e.g.*, Compl. ¶¶ 2, 169−205, 208.

product liability and negligence theories for harm suffered at the hands of an online predator who has no affiliation with Google, simply because Google allegedly supplied her school with products and services that she used to access the internet.

Separately, Z.G. has filed two other lawsuits related to this incident and her use of Google's educational technology products: (1) an action against her school district and various school board officials for negligence and intentional infliction of emotional distress, among other claims, based on this same incident, and (2) a putative class action against Google asserting various privacy claims. Google has filed a Notice of Related Cases, *see* Notice of Related Case (Oct. 10, 2025), and the parties have jointly moved to have this case designated as complex, including because of its overlap with these other cases. *See* Joint Motion to Designate Case as Complex (Oct. 10, 2025).

III. LEGAL STANDARD

To survive a demurrer, the complaint must allege "facts sufficient to establish every element of each cause of action." *Rakestraw v. Cal. Physicians' Serv.*, 81 Cal. App. 4th 39, 43 (2000); Cal. Civ. Proc. Code § 430.10(e). In deciding a demurrer, courts look to the face of the complaint and matters of which they may take judicial notice. *See Franz v. Blackwell*, 189 Cal. App. 3d 91, 94 (1987); *Save Lafayette Trees v. E. Bay Reg'l Park Dist.*, 66 Cal. App. 5th 21, 35 (2021). Though well-pleaded facts are assumed to be true, the pleader's "contentions, deductions or conclusions of fact or law" must be disregarded. *Moore v. Regents of Univ. of Cal.*, 51 Cal. 3d 120, 125 (1990). Conclusory allegations unsupported by facts are insufficient to survive a demurrer, and courts may not supply missing facts or allegations. *See Garcia v. Sup. Ct.*, 50 Cal. 3d 728, 737 (1990).

IV. ARGUMENT

A. Z.G.'s Claims Are Barred by Section 230

As a threshold matter, all of Z.G.'s claims are barred by Section 230. To "promote the free exchange of information and ideas over the Internet and to encourage voluntary monitoring for offensive or obscene material," Congress enacted Section 230 to "protect[] certain internet-based actors from certain kinds of lawsuits." *Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1099 (9th Cir. 2009) (citation omitted).

At its core, Section 230 guards "against the evil of liability for failure to remove offensive content." *Fair Hous. Council of San Fernando Valley v. Roommates.Com, LLC*, 521 F.3d 1157, 1174 (9th Cir. 2008). It does this through two separate immunity grants: Section 230(c)(1) immunizes online platforms from efforts to hold them liable as a "publisher or speaker" of content submitted by another," while Section 230(c)(2) separately immunizes online platforms from claims based on decisions related to blocking and screening of objectionable content, or for providing others with the technical means to do so.

"No cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with [Section 230]." 47 U.S.C. § 230(e)(3). Thus, courts apply Section 230 immunity broadly, "to protect [providers] not merely from ultimate liability, but from having to fight costly and protracted legal battles." *Cross v. Facebook, Inc.*, 14 Cal. App. 5th 190, 206 (2017) (quoting *Fair Hous. Council of San Fernando Valley v. Roommates.com, LLC*, 521 F.3d 1157, 1175 (9th Cir. 2008) (en banc)). On demurrer, "when a plaintiff cannot allege enough facts to overcome Section 230 immunity, [her] claims should be dismissed." *Wozniak v. YouTube, LLC*, 100 Cal. App. 5th 893, 907 (2024) (quoting *Dyroff v. Ultimate Software Grp., Inc.* 934 F.3d 1093, 1097 (9th Cir. 2019)); *see also, e.g.*, *PC Drivers Headquarters, LP v. Malwarebytes Inc.*, 371 F. Supp. 3d 652 (N.D. Cal. 2019) ("[S]everal courts have resolved the applicability of [S]ection 230(c)(2)(B) immunity at the pleading stage"); *King v. Facebook, Inc.*, No. 19-CV-01987-WHO, 2019 WL 4221768, at *4 (N.D. Cal. Sept. 5, 2019), *aff'd*, 845 F. App'x 691 (9th Cir. 2021) ("Numerous courts have applied Section 230(c)(1) at the pleading stage to dismiss [claims]."). The Court should do the same here.

1. Google Is Immunized by Section 230(c)(1).

Section 230(c)(1) provides that "no provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider." 47 U.S.C. § 230(c)(1). This "robust immunity" applies to "(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 information provided by another information content provider." *Bride v. Yolo Techs., Inc.*, 112 F.4th 1168, 1176 (9th Cir. 2024), cert. denied 145 S. Ct. 1435 (2025)

(citing *Barnes*, 570 F.3d at 1100−01); *see also Wozniak*, 100 Cal. App. 5th at 907 (same). All three elements are satisfied here.

a. Google is an "interactive computer service" provider.

Z.G. alleges that the educational products and services at issue enable access to the internet. *See, e.g.*, Compl. ¶¶ 9, 11; *see also* ¶¶ 10, 30, 32−48. She thus concedes that Google is acting as the provider of a "service or system that provides access to the Internet," 47 U.S.C. § 230(f)(2),[2] as courts have repeatedly recognized. *See, e.g.*, *Google LLC v. Equustek Sols. Inc.*, No. 5:17-CV-04207-EJD, 2017 WL 5000834, at *2 (N.D. Cal. Nov. 2, 2017) (collecting cases and holding there is "no question" that "Google is a 'provider' of an 'interactive computer service'").

b. Z.G.'s claims attempt to treat Google as a publisher or speaker of third-party content.

Under this element, what matters is not "the name of the cause of action," but "whether the cause of action inherently requires the court to treat the defendant as the 'publisher or speaker' of content provided by another." *Barnes*, 570 F.3d at 1101−02.

Z.G.'s primary theory is that Google should have protected her from lil_pain's harmful communications by preventing her from accessing the internet through its products and services, and thus eliminating lil_pain's ability to contact her. *See, e.g.*, Compl. ¶¶ 5, 9, 10, 11, 13, 30, 42, 45, 57, 66, 67; *see also id*. at ¶¶ 90−91 ("Chromebooks sold into elementary schools for use by children should not permit internet access."). But courts have consistently held that claims seeking to hold a defendant liable for failing to protect a plaintiff from third-party communications are, at their core, claims treating the defendant as a publisher or speaker of content provided by the third party. For example, the Ninth Circuit dismissed product liability and negligence claims against Grindr, the provider of a dating app, where "[t]he theory underpinning Doe's claims . . . fault[ed] Grindr for facilitating communication among users for illegal activity, including the exchange of

[2] Google also qualifies as an "interactive computer service" to the extent the Complaint attempts to treat it as an "access software provider." Section 230 defines the term "access software provider" as a "provider of software . . . or enabling tools that do any one or more of the following: (A) filter, screen, allow, or disallow content; (B) pick, choose, analyze, or digest content; or (C) transmit, receive, display, forward, cache, search, subset, organize, reorganize, or translate content." 47 U.S.C. § 230(f)(4).

child sexual abuse material." *Doe v. Grindr Inc.*, 128 F.4th 1148, 1152–53 (9th Cir. 2025). The Fifth Circuit similarly held that a plaintiff was treating the defendant as a publisher by alleging a "failure to implement measures that would have prevented [the victim] from communicating with [the harassing third party via MySpace]." *Doe v. MySpace, Inc.*, 528 F.3d 413, 420 (5th Cir. 2008). Other courts are in accord. *See, e.g.*, *Dyroff v. Ultimate Software Grp., Inc.*, 934 F.3d 1093, 1097 (9th Cir. 2019) (dismissing claims against website that facilitated anonymous interaction with a drug dealer); *Green v. Am. Online (AOL)*, 318 F.3d 465, 470–71 (3d Cir. 2003) (same where plaintiff alleged defendant failed to "properly police its network for content transmitted by its users"); *Doe II v. MySpace Inc.*, 175 Cal. App. 4th 561, 565 (2009) (same where plaintiff alleged defendant failed to implement age-verification software and minors were sexually assaulted by men who contacted them on MySpace).

Alternatively, Z.G. argues that Google should have *limited* her access to the internet to only "safe, pre-approved digital content and communications." Compl. ¶ 96. This theory, too, impermissibly seeks to hold Google liable for quintessential publisher activity, which includes "reviewing, editing, and deciding whether to publish or to withdraw from publication third-party content." *Barnes*, 570 F.3d at 1102; *see also, e.g.*, *Jane Doe No. 1 v. Backpage.com*, *LLC*, 817 F.3d 12, 21 (1st Cir. 2016) (dismissing claims based on purported lack of safety features, because "choices about what content can appear on the website and in what form" are "editorial choices that fall within the purview of traditional publisher functions"); *Herrick v. Grindr LLC*, 765 F. App'x 586, 590 (2d Cir. 2019) (finding that Section 230(c)(1) precluded liability for "alleged lack of safety features" where safety features were only relevant to monitor or suppress third-party content); *Wozniak*, 100 Cal. App. 5th at 910 (same where "YouTube's actions allowing the scam videos to be shown on hijacked channels amount to a publishing decision not to prevent or alter the videos—that is 'deciding whether to exclude material that third parties seek to post online'") (citation omitted).

At base, Z.G's claims are like those of the minor plaintiffs who brought claims against an app developer in *Bride*, 112 F.4th at 1176. The Ninth Circuit rejected those plaintiffs' efforts to

characterize the app as "inherently dangerous because of its anonymous nature," *id.* at 1174, observing that:

> At root, all Plaintiffs' product liability theories attempt to hold YOLO responsible for users' speech or YOLO's decision to publish it. For example, the negligent design claim faults YOLO for creating an app with an "unreasonable risk of harm." What is that harm but the harassing and bullying posts of others? Similarly, the failure to warn claim faults YOLO for not mitigating, in some way, the harmful effects of the harassing and bullying content. This is essentially faulting YOLO for not moderating content in some way, whether through deletion, change, or suppression.

Id. at 1180. So, too, here. Z.G. characterizes Google's products and services as inherently dangerous because they provide access to third-party websites that she claims are not "safe," but ultimately, she is attempting to hold Google responsible for lil_pain's speech or Google's decision to allow access to the third-party website that hosted the speech. Either way, she seeks to treat Google as a publisher or speaker.

c. The objectionable content was provided by a third party.

The harmful content was undisputedly created by someone other than Google. "Passively displaying content 'created entirely by third parties' renders the operator only a service provider 'with respect to that content.'" *Wozniak*, 100 Cal. App. 5th 908–09. Z.G.'s allegations make clear that her claims are based on communications content created by third party lil_pain, posted on third party platform Discord. Compl. ¶¶ 140–49; *see also Ginsberg v. Google Inc.*, 586 F. Supp. 3d 998, 1006 (2022) (finding this element satisfied where "[i]t is clear . . . that the Telegram app was created by a third party, and that the alleged hate speech posted on Telegram also was created by third parties[]"); *see also* Section IV.1.b, *supra* (collecting cases involving online harassment by third parties). Thus, there can be no question that this element, too, is satisfied.

In short, Google meets all three requirements for Section 230(c)(1) immunity based on Z.G.'s allegations.

2. Google Is Immunized by Section 230(c)(2)(B).

Section 230(c)(2)(B) immunizes from legal liability "a provider of software or enabling tools that filter, screen, allow, or disallow content that the provider or user considers obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable." *Zango, Inc. v.*

Kaspersky Lab, Inc., 568 F.3d 1169, 1173 (9th Cir. 2009); *see also* 47 U.S.C. § 230(c)(2)(B) (providing that no interactive computer service provider shall be held liable "on account of . . . any action taken to enable or make available to information content providers or others the technical means to restrict access to [such] material"). This protection is consistent with Section 230's underlying policy of promoting the availability of "blocking and filtering technologies that empower parents to restrict their children's access to objectionable or inappropriate online material." 47 U.S.C. § 230(b)(1)–(2), (4)–(5). Z.G.'s claims fall squarely within the scope of Section 230(c)(2)(B) and therefore should be rejected.

Z.G. acknowledges that Google provides "administrative tools" that can be used by school districts to restrict internet access, including restricting access to certain websites. *See, e.g.*, Compl. ¶¶ 8, 59, 61, 62. She claims, however, that these tools are generally "defective" in making Google's products and services "safe"—including because they are purportedly "difficult to navigate," "administratively burdensome," not activated by default, and can only be configured by the school district. *Id*. ¶¶ 8, 59, 61, 62. And, more specifically, Z.G. contends that Google should be held liable because she was injured as a result of her school district's having used "certain optional safety tools" offered by Google. *Id*. ¶ 154; *see also id.* ¶ 158 (alleging that Google's "administrative controls . . . prevented her parents from controlling or monitoring her activities while using the device").

That theory of liability cannot be squared with Section 230(c)(2)(B). By its plain language, that provision bars claims seeking to hold providers liable for "any action taken to enable or make available to . . . others the technical means to restrict access to [harmful] material." 47 U.S.C. § 230(c)(2)(B) (emphasis added). And that is precisely what Z.G. seeks to do here: hold Google liable for its provision of technical tools that Z.G. considers inadequate. Indeed, Courts regularly apply immunity under Section 230(c)(2)(B) when a plaintiff seeks to impose liability based on the inefficacy of the tools offered by a defendant to filter out harmful content. *See, e.g.*, *Divino Grp. LLC v. Google LLC*, No. 19-cv-04749-VKD, 2022 WL 4625076, at *17–18 (N.D. Cal. Sept. 30, 2022) (holding that Section 230(c)(2)(B) immunized Google from claims that it made plaintiffs' videos inaccessible through "Restricted Mode" content filtering tool on YouTube, and noting that

"creation of a 'Restricted Mode' to allow sensitive users to voluntarily choose a more limited experience of the YouTube service . . . fits within [S]ection 230(c)(2)(B)'s immunity[.]"); *Zango*, 568 F.3d at 1175 (holding that Section 230(c)(2)(B) immunized company that provided malware-blocking software to users because it "provid[ed] the technical means for others to restrict access to material [plaintiff] finds objectionable"); *PC Drivers*, 371 F. Supp. 3d at 660 (same). This Court should do the same.

In sum, Z.G.'s claims are barred under Section 230(c)(1) and (c)(2)(B), and Google's demurrer should be sustained for this reason alone.

B. Z.G. Fails to Allege Facts Sufficient to Sustain Any of Her Claims

The action must also be dismissed because Z.G. fails to state sufficient facts to sustain any of her claims against Google. The Complaint raises five causes of action that all sound in product liability—two for strict liability (design defect and failure to warn) and three for negligence (negligent design, failure to warn, and general negligence)—such that Z.G. "must [adequately allege] that a defect caused injury" for each. *See Merrill v. Navegar, Inc.*, 26 Cal. 4th 465, 478 (2001) (product liability law is "the area of the law involving the liability of those who supply goods or products for the use of others . . . for losses of various kinds resulting from so-called defects in those products").[3] As explained below, Z.G. has failed to adequately allege either a design defect or causation. Additionally, she has failed to state a cause of action for failure to warn.

1. Z.G. Has Not Alleged a Legally Cognizable Design Defect.

Z.G.'s claims are all based on her assertion that Google's educational products and services are defectively designed. *See, e.g.*, Compl. ¶ 4 (the products are "defectively designed"); *id.* ¶ 14 ("This case is about the result of Google's intentional design choices."); *id.* ¶¶ 236, 253, 271, 286, 307 (basing each cause of action on purported defects that caused harm). But Z.G. fails to identify a legally cognizable design defect.

According to Z.G., the design feature that injured *her* is "virtually unrestricted and unmonitored access to the internet." Compl. ¶ 5; *see also, e.g.*, *id.* ¶¶ 134−35. Google is not aware

[3] Z.G.'s negligence claims additionally require her to show that "the defect in the product was due to negligence of" Google. *Merrill*, 26 Cal. 4th at 479.

of any case law holding that a product is defective because it facilitates internet access. If that were the rule, then Z.G. would also have viable claims against the company that designed the router or modem she used to access the internet simply because it worked as intended. Indeed, it is impossible to see how any company could continue to manufacture computers, cell phones, tablets, or any other products that facilitate internet access under Z.G.'s unprecedented theory of liability.

Further, it is black letter law that product defect claims do not extend to injuries caused by "ideas and expression." *Winter*, 938 F.2d at 1034–35 (content of book not product); *see also, e.g.*, *Walters v. Seventeen Mag.*, 195 Cal. App. 3d 1119, 1122, (1987) (magazine not subject to product liability claim for allegedly defective tampons because its role was "merely printing the advertisement" for the manufacturer); Restatement (Third) of Torts: Prod. Liab. § 19 cmt. d (no product liability where "plaintiff's grievance" results from information even when published through "tangible medium"). Product defect claims "cannot be based" on a "disagreement about ideas, content, and free expression." *Bogard v. TikTok Inc.*, No. 24-CV-03131-VKD, 2025 WL 604972, at *7 (N.D. Cal. Feb. 24, 2025) (internal quotation marks and citations omitted). Any other rule would "inhibit those who wish to share thoughts and theories, for no author would write on a topic that could potentially result in physical injury to the reader." *Gorran v. Atkins Nutritionals, Inc.*, 464 F. Supp. 2d 315, 325 (S.D.N.Y. 2006) (information in book was not "product" under product liability law) (cleaned up), *aff'd*, 279 F. App'x 40 (2d Cir. 2008); *see also Winter*, 938 F.2d at 1034–35 (recognizing that "[p]roducts liability law is geared to the tangible world" and affirming dismissal of strict liability claims based on contents of a book that was allegedly related to "an activity that is inherently dangerous"); *Bride*, 112 F.4th at 1181 (recognizing in analysis under CDA that product liability claim could not be based on "merely a general possibility of harm . . . which largely exists anywhere on the internet").

Here, Z.G. alleges that she was injured because her school-issued Chromebook allowed her to access the internet and encounter harmful (and potentially criminal) third-party content on Discord. Those allegations cannot support Z.G.'s claims against Google. Successfully facilitating internet access for users does not make a product defective—even if the content they encounter on the internet ultimately causes an injury. *See Bride*, 112 F.4th at 1179–80. Thus, Z.G. has not alleged

facts sufficient to plead a cognizable design defect, or to support her various claims against Google.

2. Z.G.'s Claims Also Fail for Lack of Causation.

Proximate cause is a necessary element for all of Z.G.'s claims. *See, e.g.*, *Modisette v. Apple Inc.*, 30 Cal. App. 5th 136, 153 (2018). To establish proximate cause, Z.G. must establish not just "cause in fact"—i.e., that acts by Google were "a necessary antecedent" to her harm—but also that "public policy considerations" support extending the "scope of liability" to cover such acts. *Id.* at 153−54. Although causation is often a question of fact, where "the facts are such that the only reasonable conclusion is an absence of causation, the question is one of law." *State Dep't of State Hosps.*, 61 Cal. 4th at 353.

Here, any possible link between Google's actions and Z.G.'s injuries is far too attenuated to state a cause of action. *See Modisette*, 30 Cal. App. 5th at 154. Z.G. alleges that she was harmed when a third-party sent her inappropriate content via Discord. *See, e.g.*, Compl. ¶¶ 16, 17, 139–151, 160. First, Z.G. alleges that her Chromebook was issued to her by her school. *Id.* ¶¶ 14–15. Second, Z.G. alleges that her school district "encouraged" her to set up a Discord account, in apparent violation of Discord's terms of service. *See* RJN, Ex. A at ¶¶ 13−15; Ex. B. Third, Z.G.'s school district deliberately switched off "all controls that limit what websites students have access to . . . every day in the afternoon" so students could use Discord to participate in "electronic sports . . . against a variety of schools." RJN, Ex. B. Under these facts, "there is no logical cause and effect relationship" between Google's alleged conduct and "the harm suffered by [Z.G.] except for the fact that it placed [Z.G.] in a position to be acted upon by" lil_pain. *Novak v. Cont'l Tire N. Am.*, 22 Cal. App. 5th 189, 200 (2018) (citation omitted); *accord Shih v. Starbucks Corp*., 53 Cal. App. 5th 1063, 1069 (2020), *as modified on denial of reh'g*.

The facts in this case parallel those in *Modisette*, where a distracted driver using FaceTime on his cell phone caused a serious car accident. 30 Cal. App. 5th at 139. The victims sued the cell phone manufacturer, Apple, alleging that it should have designed the phone with "lockout technology." *Id.* at 140. The trial court sustained Apple's demurrer on grounds of causation, and the court of appeals affirmed. It reasoned that, although Apple's phone design was a "necessary antecedent" of plaintiffs' injuries, the design was not sufficiently "close to the result . . . that the

law is justified in making [Apple] pay." *Id.* at 154. Instead, the driver caused the injuries "when he crashed into their car while he willingly diverted his attention from the highway." *Id.* The court concluded that "the gap between Apple's design of the iPhone and the Modisettes' injuries is too great for the tort system to hold Apple responsible." *Id.* at 155.

Similarly, Z.G.'s injuries are too attenuated from Google's actions for proximate causation to lie. For Z.G. to be injured, the school district had to issue the Chromebook and software to Z.G.; encourage Z.G. to sign up for Discord; Z.G. had to follow the school district's encouragement; the school district had to remove website access controls; Z.G. had to encounter lil_pain on Discord; lil_pain had to make the decision to send inappropriate messages; Z.G. had to continue engaging with lil_pain over an extended period; and so on. Thus, "the criminal and negligent actions of at least two other people intervened between" Google's alleged acts and Z.G.'s alleged injury. *Steinle v. United States*, 17 F.4th 819, 824 (9th Cir. 2021). Like Apple in *Modisette*, Google "did not put the danger in play," 30 Cal. App. 5th at 146, and cannot be liable for any injuries that resulted.

3. Z.G. Does Not Adequately Allege Her Failure to Warn Claims.

Finally, Z.G. raises failure to warn claims based on strict liability and negligence. The strict liability claim (Compl. ¶¶ 242−57) requires Z.G. to show that Google "did not adequately warn of a particular risk that was known or knowable in light of the generally recognized and prevailing best scientific . . . knowledge available at the time of manufacture and distribution." *Himes v. Somatics, LLC*, 16 Cal. 5th 209, 222 (2024) (citation omitted). The negligence claim (Compl. ¶¶ 274−89) requires Z.G. to allege facts showing that "a reasonably prudent manufacturer would have known and warned about the risk." *Id*. Under both theories, Z.G. must show that any alleged failure to warn was "a substantial factor in causing [her] injury." *Id.*

Z.G. cannot establish her failure to warn claims. It was her school district—not Google—that deliberately enabled unrestricted internet access on Z.G.'s computer in the afternoons and encouraged Z.G. to get a Discord account. *See* Section IV.B.2, *supra*. And according to the Complaint, Discord was a "known dangerous online platform" with "a reputation for enabling online predation of children." Compl. ¶¶ 14−15. In other words, the school district modified the setting on Z.G.'s laptop to grant her *better* access to a known internet danger. Google does not have

a duty to warn of "generally known and recognized" dangers. *Bojorquez v. House of Toys, Inc.*, 62 Cal. App. 3d 930, 933 (1976) (slingshot manufacturer did not need to warn that slingshot might be dangerous); 6 Witkin, Summary 11th Torts § 1317 (no "duty to warn of dangers normally involved in the use of a common article"); *see also Doe v. SexSearch.com*, 551 F.3d 412, 420 (6th Cir. 2008) ("Internet users' anonymity and potential for false personal representations are well known" and associated "dangers are within the body of knowledge common to the community").

V. CONCLUSION

For the foregoing reasons, Google LLC respectfully requests that the Court sustain its demurrer.

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/s/ Sunita Bali

PERKINS COIE LLP
Sunita Bali (Bar No. 274108)
SBali@perkinscoie.com
505 Howard Street, Suite 1000
San Francisco, California 94105-3204
Telephone: +1.415.344.7000
Facsimile: +1.415.344.7050

Lauren J. Tsuji (Bar No. 300155)
LTsuji@perkinscoie.com
1301 Second Avenue, Suite 4200
Seattle, Washington 98101
Telephone: +1.206.359.8000
Facsimile: +1.206.359.9000

Attorneys for Defendant GOOGLE LLC