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**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. [REDACTED] DIVISION: **03** JUDGE: **Casey, Daniel A (03)**

[REDACTED]

Plaintiff(s) / Petitioner(s)

v.

JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO LTD, et al

Defendant(s) / Respondent(s)

_____ /

**ORDER GRANTING DEFENDANT EBAY INC.'S MOTION TO DISMISS PLAINTIFF'S
THIRD AMENDED COMPLAINT WITH PREJUDICE**

THIS CAUSE came before the Court for an in person hearing on February 5, 2026, at 2:00 pm, on Defendant eBay Inc.'s ("eBay") Motion to Dismiss Plaintiff's Third Amended Complaint, filed on August 7, 2025 [D.E. 190] (the "Motion to Dismiss"). The Court, having considered eBay's Motion to Dismiss, Plaintiff's September 26, 2025 Response in Opposition to eBay's Motion to Dismiss [D.E. 208], eBay's January 22, 2026 Reply in Further Support of its Motion to Dismiss [D.E. 223], the Third Amended Complaint [D.E. 185], and applicable legal authority, having heard argument of counsel, and being otherwise fully advised in the premises, hereby **ORDERS** and **ADJUDGES** as follows:

Section 230(c)(1) of the Communications Decency Act ("CDA") expressly states that "[n]o 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." The Florida Supreme Court has held that the CDA provides absolute immunity to interactive computer services. *See Doe v. America Online, Inc.*, 783 So. 2d 1010 (Fla. 2001). Section 230(e)(3) further provides that "[n]o cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with this section."

To invoke immunity under section 230(c)(1), three requirements must be met: (1) the defendant

must be “a service provider or user of an interactive computer service”; (2) “the cause of action [must] treat[] a defendant as the publisher or speaker of information”; and (3) “a different information content provider [must have] provided the information.” *Roca Labs, Inc. v. Consumer Opinion Corp.*, 140 F. Supp. 3d 1311, 1319 (M.D. Fla. 2015); *see also* 47 U.S.C. § 230(c)(1).

Here, the Court concludes: (1) eBay qualifies as an interactive computer service provider; (2) the Third Amended Complaint improperly treats eBay as the publisher or speaker of third-party content, specifically, information provided by defendant seller [REDACTED] (“Seller”); and (3) the content at issue was provided by Seller and not eBay.

In the Third Amended Complaint, Plaintiff alleges that eBay “authorized, approved, published, and allowed [Seller’s] listing of the counterfeit and non-compliant airbag components” on its platform. (TAC, ¶ 341). The pleading further acknowledges that Seller created and managed the listing. (TAC, ¶¶ 336-41).

Plaintiff does not allege that eBay participated in the creation or development of Seller’s listing or allege that eBay played some role in handling or transmitting the airbag components. Plaintiff only alleges that eBay should have removed Seller’s listing and/or issued some censure to Seller for its alleged noncompliant listing. (TAC, ¶¶ 340, 343).

Thus, Plaintiff’s claim of negligence against eBay rests solely on eBay’s failure to remove or prevent the sale of these allegedly defective products.

This constitutes a claim against eBay for its editorial functions, specifically its failure to remove a third-party seller’s content, which is precisely the type of conduct protected by the CDA. Under the CDA, “lawsuits seeking to hold a service provider liable for its exercise of a publisher’s traditional editorial functions—such as deciding whether to publish, withdraw, postpone, or alter content—are barred.” *Medytox Sols., Inc. v. Investorshub.com, Inc.*, 152 So. 3d 727, 730 (Fla. 4th DCA 2014), *review denied*, 168 So. 3d 226 (Fla. 2015).

Plaintiff argues that she is not suing eBay as a publisher, but instead is “suing eBay for its own independent negligence in violating its policy for air bag sales [(the “Policy”)] and not for the content of

the third party's speech." (Resp. at 2). However, the Policy does not require eBay to remove listings that fail to include specified information. Instead, it describes examples of actions eBay may take in response to noncompliant listings. Nothing in the Policy guarantees enforcement or imposes a mandatory removal obligation, or the undertaking of a mandatory removal requirement.

Rather, the Policy's use of terms such as "eBay may take action," simply places the public on notice that eBay *may* remove listings that fail to comply with said Policy, but does not create a binding obligation, requirement, or legal duty.

The only way eBay allegedly could have prevented the harm was by reviewing the third-party listing, determining whether it complied with internal policies, and removing it. That conduct, i.e., deciding whether to publish or remove third-party content, is a paradigmatic editorial function protected by the CDA.

This Court therefore concludes that Plaintiff's claim against eBay is barred by the CDA.

The Court further concludes that amendment to the Third Amended Complaint would be futile, as Plaintiff cannot plead around the applicability of the CDA under the facts alleged.

Accordingly, Defendant eBay Inc.'s Motion to Dismiss Plaintiff's Third Amended Complaint is **GRANTED**, Plaintiff's Third Amended Complaint against eBay Inc. is **DISMISSED WITH PREJUDICE**.

To the extent not expressly addressed herein, the Court adopts and incorporates its oral conclusions made on the record at the hearing conducted on February 5, 2026. *See* Transcript of February 5, 2026 hearing attached hereto as Exhibit "A."

Plaintiff, [REDACTED], as the Personal Representative for the Estate of [REDACTED], Deceased, shall take nothing under Count XXI against eBay Inc. and Defendant eBay Inc. shall go hence without day.

[REDACTED]
[REDACTED]
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