

John Doe v Grindr, LLC

2025 NY Slip Op 31085(U)

March 25, 2025

Supreme Court, Kings County

Docket Number: Index No. 529404/22

Judge: Ingrid Joseph

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

At an IAS Term, Part 83 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at 360 Adams Street, Brooklyn, New York, on the 25th day of March, 2025.

P R E S E N T:

HON. INGRID JOSEPH,

Justice.

-----X

JOHN DOE,

Plaintiff,

-against-

Index No. 529404/22

GRINDR, LLC, GRINDR HOLDINGS, LLC
and AARON WEINREB,

Defendants.

-----X

The following e-filed papers read herein:

NYSCEF Nos.:

Notice of Motion/Order to Show Cause/ Petition/Cross Motion and Affidavits (Affirmations) Annexed _____	<u>62, 67</u>
Opposing Affidavits (Affirmations) _____	_____
Affidavits/ Affirmations in Reply _____	_____
Other Papers: Affirmations in Support _____	<u>64, 69</u>

Upon the foregoing papers, defendants Grindr, LLC and Grindr Holdings, LLC (collectively, Grindr) move (in Motion Sequence [MS] # 7) for an order, pursuant to CPLR 3211 (a) (7), dismissing the amended complaint of plaintiff John Doe. By separate motion (MS # 8), Grindr moves for an order, pursuant to CPLR 3211 (a) (7), dismissing the cross claim of defendant Aaron Weinreb (Weinreb).

Plaintiff commenced this action to recover damages resulting from a sexual assault perpetrated by Weinreb, an individual who met then underage plaintiff through Grindr’s mobile application (Grindr app), which is commonly used by men seeking sexual encounters to arrange in-person meetings. In his amended complaint, plaintiff alleges that Grindr is “aware that underage users sign up for their sex service thereby exposing themselves to the possibility of grown men sexually assaulting and statutorily raping these underage users” (Amended

Complaint [AC], NYSCEF Doc No 54, ¶ 32) and that Grindr had “extensive knowledge” that the platform is “used by children who are sexually assaulted by its users,” yet “fails to warn underage users and their parents that [the Grindr app] is frequently used by pedophiles and other sexual predators to sexually abuse minor children” (AC, ¶ 38). Plaintiff alleges that Grindr fails to utilize age and name verification methods to ensure its users were not children using their platform; does not conduct proper age verification or authentication; and leaves it to users to self-report their age. Plaintiff maintains that by failing to implement proper age verification systems, Grindr wrongfully allowed communication between plaintiff, a minor, and Weinreb (AC, ¶ 45) and that the Grindr app’s “design defect” creates the predictable consequence of attracting both unsuspecting children and predatory adults, thereby facilitating and encouraging dangerous behavior and harm to children using the product. Plaintiff seeks to hold Grindr liable for failing to warn the public and its users that its platform is frequently used by underage boys who are victims of sexual predators they meet on the Grindr app; for misrepresenting that children do not have access to its platform; for breaching a duty to plaintiff to exercise reasonable care in designing, manufacturing, researching, coding, developing, promoting, and distributing its apps and other software, including a duty to assure that children would not have access to its platform; for failing to have and utilize age and name verification methods to ensure its users were not children using their platform; and for failing to shut down the platform after Grindr was put on notice of the frequent use thereof for sexual abuse and rape of minor children (AC, ¶ 58).

In the amended complaint, plaintiff sets forth causes of action against Weinreb for assault and battery (first), intentional infliction of emotional distress (second), and sexual assault under CPLR 213-c (third). As against Grindr, plaintiff interposes causes of action for negligence (fourth), strict liability (fifth), breach of express and implied warranty (sixth), failure to warn (seventh) and punitive damages (eighth). Weinreb filed an answer setting forth numerous affirmative defenses and a cross claim against Grindr for contribution and indemnification.

Grindr moves to dismiss the amended complaint on grounds that plaintiff’s claims are precluded by Section 230 of the Communications Decency Act of 1996 (CDA § 230), or otherwise failure to state a cause of action under New York State law.

Under CDA § 230, a defendant is “immune from state law liability if (1) it is a ‘provider or user of an interactive computer service’; (2) the complaint seeks to hold the defendant liable

as a ‘publisher or speaker’; and (3) the action is based on ‘information provided by another information content provider’” (*Shiamili v Real Estate Group of N.Y., Inc.*, 17 NY3d 281, 286-287 [2011], quoting CDA § 230 [c] [1]; see *Herrick v Grindr, LLC*, 765 F. Appx 586, 589 [2d Cir 2019]). In this matter, it is not disputed that Grindr is the provider of an interactive computer service under the first prong. The second and third prongs “require [the court] to consider each cause of action alleged ‘to determine whether a plaintiff’s theory of liability would treat a defendant as a publisher or speaker of third-party content’” (*Doe v Grindr Inc.*, 128 F.4th 1148, 1151 [9th Cir 2025], quoting *Calise v Meta Platforms, Inc.*, 103 F.4th 732, 740 [9th Cir 2024] [internal quotation omitted]). “Publication describes the choice by an author to include information, the communication or transmission of information, and the failure to remove information communicated by another party . . . it includes reviewing, editing, and deciding whether to publish or to withdraw from publication third-party content” (*Herrick v Grindr, LLC*, 306 F. Supp. 3d 579, 590 [SDNY 2018], *affd* 765 F. Appx 586 [2d Cir 2019] [citation and internal quotation marks omitted]). “Courts have interpreted publication capaciously to reach claims that, although pleaded to avoid the CDA, ‘implicitly require recourse to that content [posted by a third party] to establish liability or implicate a defendant’s role, broadly defined, in publishing or excluding third party [content]’” (*id.*, quoting *Cohen v Facebook, Inc.*, 252 F. Supp. 3d 140, 156 [EDNY 2017]).

Thus, when considering Grindr’s CDA § 230 argument, the court must ask “whether the duty the plaintiff alleges the defendant violated derives from the defendant’s status or conduct as a ‘publisher or speaker’” (*Calise*, 103 F.4th at 740, quoting *Barnes v Yahoo!, Inc.*, 570 F.3d 1096, 1102 [9th Cir 2009]). “[W]hat 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 1101-1102). CDA § 230 confers immunity if “the duty” the plaintiff seeks to enforce “would necessarily require an internet company to monitor third-party content” (*HomeAway.com, Inc. v City of Santa Monica*, 918 F.3d 676, 682 [9th Cir 2019]). Under the statute, a plaintiff cannot hold an internet company liable “for decisions relating to the monitoring, screening, and deletion of content from its network - actions quintessentially related to a publisher’s role” (*Green v Am. Online (AOL)*, 318 F.3d 465, 471 [3d Cir 2003]; see *Doe v MySpace, Inc.*, 528 F.3d 413, 420 [5th Cir 2008]).

Plaintiff bases his claims on Grindr's alleged failure to design and maintain its platform with an effective age verification policy to prevent access to underaged users and Grindr's alleged failure to warn its users that others may be using the platform for nefarious purposes. Plaintiff's contention that these claims are not directed at Grindr's role as a publisher of information, and thus not precluded by CDA § 230, is unavailing since the claims are necessarily grounded in plaintiff's exposure to Weinreb's profile, which eventually led to an in-person meeting and sexual assault (*see Doe v MySpace, Inc.*, 474 F. Supp. 2d 843, 849 [WD Tex 2007], *aff'd* 528 F.3d 413 [9th Cir 2008]). While plaintiff argues that he, as a minor, should not have been allowed onto the Grindr app and should have been given warnings as to its use, the creation and maintenance of a Grindr profile, in and of itself, did not injure plaintiff. The harm only ensued because plaintiff responded to content posted by a third-party (*see Doe v Grindr Inc.*, 709 F. Supp. 3d 1047, 1052-53 [CD Cal 2023]). "Merely providing the forum where harmful conduct took place cannot . . . serve to impose liability onto [a provider]" (*Doe on Behalf of Doe v Grindr, LLC*, 2023 WL 7053471, at *2 [MD Fla 2023] [citations omitted]). A claim raising "failure to implement basic safety measures to protect minors ... treat[s] [d]efendant[] as a publisher of information ... [because it] is 'inextricably linked' to [d]efendant[]'s publication of [the sexual assailant's] messages to [the minor victim]" (*id.*). Thus, CDA § 230 precludes plaintiff's claims predicated on negligence, design defect and failure to warn since liability cannot exist without implicating Grindr's role as the publisher or speaker of Weinreb's content.

Plaintiff's claims herein are analogous to those rejected by federal courts, including the Court of Appeals for the Ninth Circuit, in matters involving common law claims brought against Grindr by underage users (*Doe v Grindr Inc.*, 128 F.4th 1148 [9th Cir 2025]; *Doe v Grindr Inc.*, 709 F. Supp. 3d 1047 [CD Cal 2023]; *Doe on Behalf of Doe, LLC*, 2023 WL 7053471 [MD Fla 2023]). In addition to these federal court decisions specifically involving minors' use of the Grindr app, many well-reasoned cases dismissed, as precluded by CDA § 230, comparable claims brought by minor victims against other interactive computer services based on negligence, design defect and/or failure to warn theories (*Doe [K.B.] v Backpage.com, LLC*, 2025 WL 719080 [ND Cal 2025]; *Lama v Meta Platforms, Inc.*, 732 F. Supp. 3d 214 [NDNY 2024]; *V.V. v Meta Platforms, Inc.*, 2024 WL 678248 [Conn Super Ct, Feb 16, 2024]; *Doe Through Next Friend Roe v Snap, Inc.*, 2022 WL 2528615 [SD Tex July 7, 2022], *aff'd* 2023 WL 4174061 [5th Cir 2023]; *L.W. through Doe v Snap Inc.*, 675 F. Supp. 3d 1087 [SD Cal 2023];

Doe v Kik Interactive, Inc., 482 F. Supp. 3d 1242 [SD Fla 2020]). The sole authority presented by plaintiff specifically involving a minor interposing claims against *Grindr (T.V. v Grindr, LLC*, 2024 WL 4128796 [MD Fla 2024]) is not a decision rendered by a state or federal court, but a report and recommendation by a United States Magistrate who was referred a motion to dismiss. The court finds the Magistrate's report and recommendation unpersuasive in light of the several court decisions mentioned above. The court finds plaintiff's other cited authority either inapposite to the facts herein or similarly unpersuasive.

Accordingly, plaintiff's claims against Grindr for negligence (fourth cause of action), strict liability (fifth cause of action), failure to warn (seventh cause of action) and breach of implied warranty (sixth cause of action, in part) are precluded by CDA § 230 and therefore dismissed.

Among Grindr's Terms of Service, as transcribed in the amended complaint, is the following provision:

“NO PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS (OR TWENTY-ONE (21) YEARS IN PLACES WHERE EIGHTEEN (18) YEARS IS NOT THE AGE OF MAJORITY) MAY DIRECTLY OR INDIRECTLY VIEW, POSSESS OR OTHERWISE USE THE GRINDR SERVICES.”

While plaintiff alleges that the aforesaid provision, particularly the use of the word “may,” constitutes a warranty that it is “not possible” for persons under the age of 18 to use the Grindr app, the plain and obvious meaning of this provision is that no persons under the age of 18 are *permitted* to view, possess or use the platform. Accordingly, the claim for breach of express warranty (sixth cause of action, in part) is dismissed.

Because “no separate cause of action for punitive damages lies for pleading purposes” (*Crown Fire Supply Co. v Cronin*, 306 AD2d 430, 431 [2d Dept 2003]; *see Podesta v Assumable Homes Dev. II Corp.*, 137 AD3d 767, 770 [2d Dept 2016]), the eighth cause of action is dismissed as against Grindr.

Grindr's motion (MS # 8) to dismiss the cross claim of Weinreb for indemnification and contribution is likewise granted. “The principle of common-law, or implied, indemnification permits one who has been compelled to pay for the wrong of another to recover from the

wrongdoer the damages it paid to the injured party” (*Curreri v Heritage Prop. Inv. Trust, Inc.*, 48 AD3d 505, 507 [2d Dept 2008]). However, a party that has actually participated in the wrongdoing is not entitled to indemnification (*see 17 Vista Fee Assoc. v Teachers Ins. & Annuity Assn. of Am.*, 259 AD2d 75, 80 [1st Dept 1999]). Here, plaintiff’s claims against Weinreb are based on Weinreb’s intentional wrongful acts, which precludes any cause of action against Grindr by Weinreb for indemnification.

“To sustain a [claim] for contribution, [the claimant] is required to show that . . . a duty was owed to [plaintiff] and that a breach of that duty contributed to the alleged injuries” (*Guerra v St Catherine of Sienna*, 79 AD3d 808, 809 [2nd Dept 2010]). Contribution is not available where the co-defendant owed no duty or breached no duty to either the party seeking contribution or to the plaintiff (*see Rodriguez v Suffolk*, 305 AD2d 574 [2nd Dept 2003]). In his cross claim, set forth in conclusory fashion, Weinreb has not identified the duty that was owed or breached by Grindr. To the extent Weinreb’s cross claim is based upon Grindr’s publishing of a minor’s profile, such claim would be precluded by CDA § 230 (*see Saponaro v Grindr, LLC*, 93 F. Supp. 3d 319, 323 [D NJ 2015]).

Accordingly, it is hereby

ORDERED, that Grindr’s motion to dismiss the amended complaint (MS # 7) is granted in all respects. The amended complaint is hereby dismissed as against Grindr; and it is further

ORDERED, that Grindr’s motion to dismiss Weinreb’s cross-claim (MS # 8) is granted. The action is severed accordingly.

All other issues not addressed are either without merit or moot.

This constitutes the decision and order of the Court.



HON. INGRID JOSEPH, J.S.C.

**Hon. Ingrid Joseph
Supreme Court Justice**