

The platform is the product: the case for extending product liability doctrine to social media

Overview

Modern product liability law was created because new industrial technologies attenuated the relationship between manufacturers and consumers.^[1] The resulting power imbalance required rethinking existing legal obligations. The question then was: in our new industrialized society, who is in a better position to bear the costs of harm caused by defective products? Today, social media raises the same question. Social media companies manufacture, market, and distribute products designed to maximize user engagement by any means necessary.^[2] These companies are in the best position to implement safer designs and bear the costs of harm done by their products. But courts are at a crossroads deciding whether the doctrine of product liability — which covers tangible products, not services — should expand to include social media platform features. Just as it did a century ago, California should once again choose to modernize consumer protection in the face of technological change by finding that social media platform features are products for the purpose of applying product liability law.

Analysis

In March 2026, a California jury handed down a landmark verdict finding Meta and YouTube negligent in designing addictive platform features that harmed young users.^[3] The *K.G.M. v. Meta et al.* ruling sets a significant precedent for the thousands of similar social media addiction lawsuits pending across the state. It could be the beginning of Big Tech's "Big Tobacco" moment, but only if courts are willing to extend California's product liability doctrine to social media. The *K.G.M.* court was not. Although the plaintiffs succeeded on their theory of negligence, their product liability claims never made it to the jury because the court determined that

social media platforms are not products.^[4]

Other courts across California have answered the same question differently. Only one held that this question turns more on policy than a fixed legal definition. That was the correct conclusion because product liability doctrine is a creature of the common law developed by courts to serve the needs of each era; it is not fixed set of rules tied to the technologies of any particular age. To understand the current debate, it helps to start with why we have product liability law in the first place.

Product liability modernized consumer protection

The Industrial Revolution fundamentally changed the relationship between manufacturers and consumers. Mass manufacturing techniques and production methods, wholesale intermediaries in supply chains, and the expansion of product advertising attenuated the relationship between maker and end consumer.^[5] Consumers could no longer evaluate for themselves the soundness of the products they purchased.^[6] Nor could they hold manufacturers accountable through the informal mechanisms that once disciplined local businesses, like shopping elsewhere or warning their neighbors through word of mouth. Without these safeguards, manufacturers could place into general circulation products with predictable, uniform characteristics — and potentially unanticipated dangers.

The traditional legal theories through which consumers recovered for product-related injuries proved ill-suited to address that new reality.^[7] Warranty law required privity of contract, but purchasing products directly from a manufacturer had become increasingly uncommon, so the absence of privity often barred recovery entirely. Negligence was also difficult to establish, requiring plaintiffs to identify unreasonable conduct somewhere within a complex, multi-level production process. The law required updating.

It was Justice Roger Traynor of the California Supreme Court who led that effort. In *Escola v. Coca Cola Bottling Co.*, Traynor wrote in concurrence that a manufacturer's negligence should no longer be the basis of a plaintiff's right to recover.^[8] Public policy demanded that responsibility for injury be fixed wherever it

most effectively reduces the risk of harm from defective products. Manufacturers can anticipate and guard against hazards that the public cannot.^[9] They are best positioned to insure against the risk of injury and avoid imposing on injured consumers what might be an overwhelming financial misfortune. The cost of that insurance is simply the “cost of doing business.”^[10] That opinion articulated for the first time the public policy rationales for strict product liability: deterrence, reliance, insurance, and administrative costs.^[11]

Later writing for the majority in *Greenman v. Yuba Power Products*, Traynor solidified these rationales by holding that the purpose of strict product liability is to ensure that costs of injuries from defective products are “borne by the manufacturers that put such products on the market rather than by the injured persons who are powerless to protect themselves.”^[12] Manufacturers must be incentivized to anticipate product dangers and design safer products. Product liability was the mechanism California created to make that happen.

Modern product liability law has three bases for strict liability: design defect, manufacturing defect, and failure to warn. Relevant to social media platform features is the design defect theory, which assesses whether a manufacturer’s design is itself unreasonably dangerous. California recognizes two tests for establishing design defect liability. The “consumer expectations” test asks whether the product failed to conform to the safety expectations of an ordinary consumer.^[13] The “risk-benefit” test asks whether the benefits of the challenged design outweigh its risks, considering the feasibility, cost, and availability of a safer alternative design.^[14]

The Restatement (Third) of Torts: Product Liability defines a product as tangible personal property distributed commercially for use or consumption.^[15] Product liability law does not extend to commercially provided services because, traditionally, services do not create the same barriers to recovery that influenced the doctrine’s creation.^[16] Services are generally not mass produced and typically involve a direct relationship between provider and customer, meaning privity exists

and negligence is easier to establish.^[17] Yet the Restatement leaves room to treat intangible items as products — such as software or electricity — when the context of their distribution and use is sufficiently analogous to tangible personal property.^[18]

How courts should apply this framework to social media has become one of the most contested questions in California product liability law. A social media platform is not a tangible physical thing, but neither is it a service — the company does not render an individualized, human service to specific customers. Social media companies mass produce and deploy platform products to billions of users simultaneously without any direct relationship to the people using them. Taking tangibility out of the equation, the case that social media platforms are products is strong. Modernization fueled the doctrine's creation and has animated its historical application. But for the doctrine to apply to platform products, courts must classify social media companies as they function in the modern economy: platform product manufacturers. So far, only some courts are willing to do so.

California courts are deciding whether to expand the doctrine

The plaintiffs in *K.G.M. v. Meta* advanced four product liability causes of action alleging that the defendants designed, marketed, and distributed the defective social media products Facebook, Instagram, Snapchat, TikTok, and YouTube.^[19] They claimed that manipulative platform design features resulted in their addictions and caused them to suffer from depression and anxiety, engage in self-harm, become suicidal, and develop eating disorders.^[20] Plaintiffs argued the defendants' platforms are products because they are mass marketed and distributed to the public, advertised for consumer personal use, and deploy the same software and architecture for every user who logs on or creates an account.^[21]

Plaintiffs defined the products at issue as the specific platform design features, which was the right approach. The nature of their creation and mass distribution, and the lack of personalization and privacy, should render them products, not services. But the court in *K.G.M.* disagreed and sustained a demurrer as to all four counts. The court held that social media platforms are services because one cannot

reach out and touch them.^[22] It rejected the consumer expectations and risk-benefit tests because everyone uses social media differently.^[23] The court viewed product law as “created in a different era to solve different problems,” and the flexible principles of negligence were more adaptable to new social problems and “better suited to providing legal regulation of this new technology.”^[24] Allowing the case to proceed on product liability theories, the court concluded, “would be like trying to fit a four-dimensional peg into a three-dimensional hole.”^[25]

That view overlooks the fact that the doctrine was not created to address a fixed set of problems; tangibility was never the point. Product law was built by courts to evolve alongside new commercial realities and be a flexible tool to “establish new legal obligations to ameliorate the social and economic disruption of technological change.”^[26] The same reasoning that led courts to apply strict liability to electricity and online marketplace operators supports extending it to platform products.^[27] The parallel federal multi-district litigation understood this reality when it confronted the same question under the Restatement.^[28] There, the court declined to find the platforms are products globally, but held that specific “functionalities” (design features) affecting user interface and experience are sufficiently analogous to tangible personal property in terms of their use and distribution and could be considered products on that basis.^[29]

The same disagreement has played out in cases targeting Snapchat. Plaintiffs in *Neville v. Snap* alleged Snapchat had become an open-air drug market and that its platform design features foreseeably led to the deaths of minors who purchased fentanyl from other users.^[30] Plaintiffs advanced the same four product liability causes of action at issue in *K.G.M.*, alleging Snapchat is a defective product. Snap demurred on the basis that Snapchat is a service.

The court rightly overruled the demurrer, rejecting the tangible product versus service framing as a “false dichotomy” as applied to Snapchat, noting that neither category adequately describes what Snapchat actually is.^[31] The court noted that the Restatement’s definition of a product was drafted “long before the applicable

technology existed” and “does not account for an item with Snapchat’s characteristics.”^[32] Thus, unsettled questions of law about whether product law applied to Snapchat could not be resolved on demurrer. That was the right call: a demurrer is an improper vehicle for resolving the fact-intensive question of how a novel technology fits within the law. Rather than contorting the law to fit the technology, the court recognized that the definition of a “product” is not a static relic but a functional framework that, when informed by the doctrine’s underlying policies, is more than capable of encompassing the engineered features of an online platform.

Other courts have been less receptive. With little discussion a federal court interpreting California law dismissed product liability claims, holding that Snapchat was not a product.^[33] And a California court found that Facebook “is more akin to a service than a product,” where the plaintiff’s claims were based on the platform’s design rather than specific features.^[34] Though the Uber app is distinct from social media, courts are similarly split on whether it is a product: two California courts found the app’s dominant purpose is to provide a transportation service, while a federal court applying California law held the app is a product because its frontend interface is designed and distributed by Uber and its use is analogous to that of a tangible appliance.^[35]

The division reflects a framing problem. Courts focused on whether platforms are tangible, on how differently users experience them, or on what service a company facilitates have all missed a more fundamental point. Product law need not be contorted to accommodate modern software because an app is, at its core, a product in the most traditional sense: it is a “thing” that someone makes and places into the market for a consumer to acquire and use for a specific purpose. From that perspective an app is no different than a hammer. Although one is composed of steel and the other of code, both are discrete items engineered to perform a function. Whether the doctrine applies to social media turns on this functional inquiry because the relevant product is the platform architecture the company designs and places into the stream of commerce, regardless of the service the platform enables.

Social media platform features are products for the purpose of applying

product liability

Whatever label is applied, what matters is whether the entity designed, manufactured, and placed into the stream of commerce a commercial item capable of causing harm through its design. For example, in *Bolger v. Amazon* the California Court of Appeal reaffirmed that the state's product law "applies to every entity involved in the vertical distribution of consumer goods, so long as the policies of the doctrine support its application," and explicitly rejected technical definitions in favor of substance and function.^[36]

The platform design features at issue are the engineered components of social media: recommendation algorithms, content feeds, infinite scroll, autoplay, push notifications, beauty filters, and other interactive design elements. These features are designed by teams of specialists, tested against behavioral data, and distributed through app stores to users' personal devices.^[37] They are not incidental to the platforms; they *are* the platforms, and the platform is the product. Social media companies design platform products, own them, control them, and continuously refine them in pursuit of a single objective: maximizing user engagement.

Platform products need not be tangible to qualify under California's product liability doctrine. Because what makes something a product under the Restatement hinges on the context of its distribution and use, platform features sit squarely within the doctrine's reach. Just as an app is as much a discrete "thing" as a toaster, platform products are engineered to specification, mass marketed, and distributed for personal consumer use. Like any mass-produced consumer good, they operate identically for every user regardless of content encountered, are capable of causing harm, and their defects are not visible to or detectable by consumers.^[38] Many perform functions like controlling content accessible to minors, managing the duration of user engagement, and filtering material based on user characteristics that have long existed in tangible consumer goods subject to product liability.^[39] That these functions are implemented in software rather than embedded in physical products does not change their essential character.

Platform products cannot be described as services. Services are "typically shaped to

the needs of the customer rather than being delivered through mass production.”^[40] Some may argue that social media qualifies as an individualized service because each user experiences it differently due to algorithms that personalize content.^[41] But this argument confuses the output with the product. A hammer is a product regardless of whether the consumer uses it to build a house or hang a picture. What matters is what the manufacturer put into the market, not what the consumer does with it. Nor does it matter that social media feeds show different content to different users. The algorithm may personalize what a user sees, but the design features — the software architecture, the engagement systems, the notification mechanics, and the content recommendation algorithms — are the same for every user who logs on. That is mass production, not individualized service, and it is exactly what product law was designed to address. No privity or direct relationship exists between these companies and their billions of users, and the defects embedded in the design cannot be anticipated by consumers.

A platform’s end use does not transform the underlying platform architecture from a product into a service. The app is the product; the end use is the service. The objection that social media does not lend itself to the consumer expectations or risk-benefit tests because users experience it differently also conflates the content layer with the product itself. What a grandmother expects from Instagram is different from what a business or a child expects, and no two users view the same content.^[42] But the relevant question for a design defect analysis is not what content a user encounters, but whether the system’s design is defective.

Because the design features of each platform are manufactured and operate uniformly, they can be evaluated under the consumer expectations test.^[43] No user expects social media products to be psychologically and neurologically addictive when used in the intended manner, nor do they expect the features to cause mental and emotional harm. A patient who takes a prescribed medication as directed does not expect it to cause addiction; a minor who uses social media as intended should not expect it to rewire their brain. The risk-benefit test is even more straightforwardly applicable: it asks whether the benefits of the challenged design outweigh its risks. This is a question about the design itself, not about any individual

user's experience of it. Alternative designs and reasonable safeguards are available that would reduce the addictive engagement while serving the same purpose of delivering social media content.^[44]

App makers are product manufacturers, not service providers. California's role-based framework asks what role the defendant plays, not what label is applied to the transaction.^[45] A company that designs, manufactures, and deploys these features at scale occupies the role of a product manufacturer. Unlike a doctor advising a patient or a lawyer counseling a client, these companies do not render individualized services based on human judgment. Instead, they deploy automated, pre-designed features to hundreds of millions of users at once. The removal of the human element is the hallmark of a product transaction.^[46] An AI medical app or an autonomous vehicle is a product for exactly this reason: it replaces human discretion with an engineered, mass-distributed system.

Even if these companies identify a service they provide, they remain manufacturers because they design and place into the stream of commerce the automated product to which that service is attached.^[47] In *Bolger v. Amazon*, strict liability attached because Amazon exercised control over both the product and the transaction and made deliberate design choices that caused the plaintiff's injury.^[48] Social media companies exercise far greater control over their users' experience than Amazon exercises over its marketplace. They should be liable for the same reasons.

Policy supports expanding product liability

The doctrine of product liability has been judicially developed based on the purposes the doctrine is designed to serve: enhancing product safety, maximizing protection to injured plaintiffs, and assigning costs to those in the best position to prevent harm.^[49] None of the above cases (other than *Neville v. Snap*) asked whether the platform design features *should* be considered products as a policy matter. Courts frequently acknowledge that applying the doctrine of product liability to new circumstances or technological advancements is more of a policy inquiry than a determination of whether something is a "product."^[50]

Applying product liability doctrine to social media platform features is not a square-peg-round-hole problem. It is a policy decision that maintains the spirit of its creation. Product liability was built by courts and has always evolved in response to social and economic considerations brought on by new technologies.^[51] Courts need not wait for the legislature to authorize the extension of a doctrine that courts themselves created. As our society continues to change and redefine our social and economic relationships and where new technologies outpace statutory frameworks — as they do here — it falls to courts to fill the gap.^[52] This is not judicial overreach; it is how the common law works. Several policy justifications support the extension.

Social media operates in the attention economy. These companies recognize the extraordinary value in users' attention and data — making their products free to use and instead deriving revenue from advertisements and selling consumers' personal data.^[53] Minors are a particularly lucrative market because they are highly engaged and impressionable and provide a greater opportunity for long-term advertising gains with continued use into adulthood. A 2022 study found that YouTube had 49.7 million U.S.-based users under age 18.^[54] TikTok had 18.9 million, Snapchat had 18 million, Instagram had 16.7 million, and Facebook had 9.9 million.^[55] During that year the platforms collectively generated \$11 billion in ad revenue from minor users, \$2.1 billion of which came from users aged 12 and under.^[56] Today, the majority of young users use these platforms daily, with 10-15% reporting “near-constant” use.^[57] Because the business model is predicated on attention, these companies deliberately design their features to maximize user engagement through a dopamine reward system that fuels addiction.^[58] The very same techniques are used by slot machines and the cigarette industry to drive chemical changes in the brain and keep users coming back for more.

Because minors are still developing impulse control, they are uniquely susceptible to harms arising out of compulsive social media use and are unable to appreciate the risks posed by the products. The harm caused by these features is well documented, as is the growing mental health crisis among young adults. About half of teens report that social media has a mostly negative effect on people their age and hurts

their productivity, sleep, grades, and mental health.^[59] Excessive social media use is known to cause severe psychological injury.^[60] According to the Centers for Disease Control, there has been a 146% increase in rates of suicide in teens ages 12 to 16 since 2008.^[61]

Social media companies must bear the responsibility for making their platform products safer. The algorithms and design features driving social media engagement are opaque to the consumer, who only sees the output.^[62] As the designers and manufacturers of these products, social media companies are in the best position to minimize the associated harms, especially to minor users, who are particularly susceptible to the addictive nature of social media products and unable to anticipate or evaluate the risk of harm. Because the inherent risks of social media are not apparent to consumers, there is no basis for assuming users have accepted them.

Absent the risk of strict liability for their product defects, social media companies would have no incentive to make their products less addictive. Internal documents, investigations, lawsuits, and whistleblower reports prove that social media companies are well aware of the harm their products cause to young users.^[63] Imposing product liability creates an incentive for these companies to avoid accidents before they occur by investing in safer product features.

There is also an economic imperative. The complexity of social media products creates a prohibitively high cost for consumers to obtain the information they would need to evaluate the risk of harm and eliminates their capacity to avoid it.^[64] Where such a wide information asymmetry exists, the most efficient outcome is achieved when strict liability attaches to the party with the lowest-cost access to relevant information about the product's harmful attributes.^[65]

Finally, product liability achieves these objectives most efficiently by placing the burden of safe design on the party best equipped to act on it at the outset, rather than adjudicating fault after harm has occurred.^[66] After all, social media companies are among the richest entities in the world. Product liability would spread the costs of personal injuries among millions of consumers "instead of imposing those costs

upon blameless victims.”^[67] Bearing this cost as the “cost of doing business” makes sense, and these companies are more than capable of insuring their potential liability for harms associated with their products.^[68]

Conclusion

The question of whether social media platform features are products under California law remains open. One thing is clear: the digital revolution has been just as disruptive to the relationship between manufacturers and consumers as the Industrial Revolution. Whether it is a toaster, a hammer, or an algorithm, the law’s focus remains on the “thing” being placed into the stream of commerce. With their automated, mass-distributed platforms, social media companies have stepped into the role of product manufacturers. Justice Traynor asked who is in the best position to prevent harm and bear its cost, and built a doctrine around the answer. Here, that’s the companies designing defective platform products. It remains to be seen how California courts will ultimately resolve the liability question, but as plaintiffs start to advance the same theories against other technologies like AI chatbots, the case for extending the doctrine will become harder to ignore.

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1. Bergman, *Assaulting the Citadel of Section 230 Immunity: Products Liability, Social Media, and the Youth Mental Health Crisis* (2023) 26 Lewis & Clark L.Rev. 1159, 1168. ↑
2. Mandich, *Tort and Product-Based Lawsuits Against Social Media Companies — the Legal Landscape* (2024) 45 Ala. Ass’n Just. J. 72, 72. ↑
3. Kerr, *Meta and YouTube Designed Addictive Products That Harmed Young People, Jury Finds*, The Guardian (March 25, 2026). ↑
4. *In re Coordinated Proceeding Special Title Rule 3.550 Soc. Media Cases* (Super. Ct., L.A. County, 2023, No. 22STCV21355) *63–64 [hereinafter “Rule 3.550 Soc. Media Cases”]. ↑

5. Bergman at 1167-68. ↑
6. *See Escola v. Coca Cola Bottling Co.* (1944) 24 Cal.2d 453, 467 (“As handicrafts have been replaced by mass production with its great markets and transport facilities, the close relationship between the producer and consumer of a product has been altered.... The consumer no longer has the means or skill enough to investigate for himself the soundness of a product[.]”) (Traynor, J., concurring). ↑
7. *See Daly v. General Motors Corp.* (1978) 20 Cal.3d 725, 733; *Greenman v. Yuba Power Products, Inc.* (1963) 59 Cal.2d 57, 62. ↑
8. *Escola*, 24 Cal.2d at 461-68 (Traynor, J., concurring). ↑
9. *Id.* at 462 (Traynor, J., concurring). ↑
10. *Id.* ↑
11. Bergman at 1172; *see also* Rest.3d Torts: Products Liability, § 19, reporter’s note, cmt. a (noting a policy goal of product liability is to spread costs in the case of mass-marketed products). ↑
12. *Greenman*, 59 Cal.2d at 62-63. ↑
13. *Barker v. Lull Engineering Co.* (1978) 20 Cal.3d 413, 418. ↑
14. *Id.* ↑
15. Rest. 3d Torts: Product Liability, § 19. ↑
16. Rest. 3d Torts: Product Liability, § 19, reporter’s note, cmt. f (“Courts are unanimous in refusing to categorize commercially-provided services as products for the purposes of strict products liability in tort.”). ↑
17. *See Pierson v. Sharp Memorial Hospital, Inc.* (1989) 216 Cal.App.3d 340, 345 (law of negligence, not strict liability, governs services). ↑
18. Rest. 3d Torts: Product Liability, § 19; *see also Hardin v. PDX, Inc.* (2014)

227 Cal.App.4th 159 (defendant failed to show plaintiff could not prevail on product liability theory that software program, not the information it produces, was a defective product); *Pierce v. Pacific Gas & Electric Co.* (1985) 166 Cal.App.3d 68, 82-84 (determining electricity is a product for the purpose of applying strict liability in tort). ↑

19. *Master Compl. (Personal Injury), Soc. Media Cases* (Super. Ct., L.A. County, 2023, No. 22STCV21355) at ¶¶ 824-50 [hereinafter “Master Compl.”]. ↑

20. *Id.* at ¶ 836. ↑

21. *Id.* at ¶¶ 828-29. ↑

22. Rule 3.550 *Soc. Media Cases*, at *44. ↑

23. *Id.* at *59. ↑

24. *Id.* at *41. ↑

25. *Id.* at *63. ↑

26. Bergman at 1168. ↑

27. *See Bolger v. Amazon.com, LLC* (2020) 53 Cal.App.5th 431, 438; *Pierce*, 166 Cal.App.3d at 83. ↑

28. *See In re Social Media Adolescent Addiction/Personal Injury Products Liability Litigation* (N.D. Cal. 2023) 702 F.Supp.3d 809. ↑

29. *See id.* at 844, 847, 849-53. ↑

30. *Neville v. Snap, Inc.*, Order Sustaining in Part and Overruling in Part Defendant’s Demurrer to Plaintiff’s Second Amended Complaint (Super. Ct., L.A. County, 2024, No. 22STCV33500). ↑

31. *Id.* at 26. ↑

32. *Id.* ↑

33. *See Ziencik v. Snap, Inc.* (C.D. Cal. 2023, No. CV21-7292-DMG) (PDX), 2023 WL 2638314, at *4. ↑
34. *Jacobs v. Meta Platforms, Inc.* (Cal. Super. Ct., Mar. 10, 2023, No. 22CV005233) 2023 WL 2655586, at *4. ↑
35. *Compare Doe v. Uber Technologies, Inc.* (Cal. Super. Ct., Nov. 30, 2020, No. 19STCV11874) 2020 WL 13801354, at *6 *and Flores v. Uber Technologies, Inc.* (Cal. Super. Ct., Mar. 22, 2022, No. 19STCV24988) 2022 WL 20311788, at *3, *with In re Uber Technologies, Inc., Passenger Sexual Assault Litigation* (N.D. Cal., 2024) 745 F.Supp.3d 869, 904. ↑
36. *Bolger*, 53 Cal.App.5th at 456. ↑
37. *See Mandich* at 79. ↑
38. *See Lubin, On Software Bugs and Legal Bugs: Product Liability in the Age of Code* (2025) 100 Ind. L.J. 1891, 1894. ↑
39. *See In re Social Media Adolescent Addiction*, 702 F.Supp.3d at 844, 847, 849-53 (finding defects such as deficient parental controls, session duration controls, and beauty filters could qualify as products). ↑
40. Rule 3.550 Soc. Media Cases, at *47. ↑
41. *See id.* at *60. ↑
42. *Id.* ↑
43. *See Harcourt v. Tesla, Inc.* (2026) 119 Cal.App.5th 838 (internal quotations omitted) (“[I]n determining whether the consumer expectations test applies to a case, the crucial question is whether the product’s design performed below the legitimate, commonly accepted minimum safety assumptions of its ordinary consumers.”). ↑
44. *See Master Compl.*, at ¶ 839. ↑
45. *See Lubin* at 1900. ↑

46. Mandich at 80. ↑
47. *See id.* ↑
48. *See Bolger*, 53 Cal.App.5th at 453. ↑
49. *See Price v. Shell Oil Co.* (1970) 2 Cal.3d 245, 252. ↑
50. *See O’neil v. Crane Co.* (2012) 53 Cal.4th 335, 362 (“The question of whether to apply strict liability in a new setting is largely determined by the policies underlying the doctrine.”); *see also Bolger*, 53 Cal.App.5th at 438; *Pierce*, 166 Cal.App.3d at 83; *Fluor Corp.*, 170 Cal.App.3d at 475. ↑
51. *See Daly*, 20 Cal.3d at 733; *Price*, 2 Cal.3d at 252. ↑
52. Bergman at 1168. ↑
53. Bergman at 1193. ↑
54. Brownstein, *Social media platforms generate billions in annual ad revenue from U.S. youth*, Harvard T.H. Chan School of Public Health (Dec. 27, 2023); *see also* Michelle Faverio, *10 facts about teens and social media*, Pew Research (July 10, 2025). ↑
55. Brownstein. ↑
56. *Id.* ↑
57. Faverio. ↑
58. Master Compl., at ¶¶ 81-86; Mandich at 72. ↑
59. Faverio. ↑
60. Bergman at 1164. ↑
61. *Id.* at 1165. ↑
62. Mandich at 79. ↑

63. *See generally* Mandich at 73; Protecting Kids Online: Testimony From a Facebook Whistleblower, Hearing Before the Sen. Subcom. on Consumer Protection, Product, Safety, & Data Sec., 117th Cong. (Oct. 4, 2021), testimony of Frances Haugen; Master Compl., at ¶¶ 12, 102. ↑
64. *See* Bergman at 1192-93. ↑
65. *See id.* ↑
66. *See* Lubin at 1897. ↑
67. *Pierce*, 166 Cal.App.3d at 83. ↑
68. *See Escola*, 24 Cal.2d at 462 (Traynor, J., concurring). ↑