HELP STOP BIG TECH CENSORSHIP SUPREME COURT FIGHT - FACEBOOK!

We've done it!My lawyers and I have finally unlocked the key to section 230 and drawn the correct distinction that the courts have misinterpreted for over two decades. It came down to one word being misinterpreted and the rest snowballed from there.Below is a basic understanding of how section 230 is supposed to be applied but the courts have granted overly borad protections where they are not due.I am at the door steps of the Supreme Court ready to file a petition for writ of Certiorari.

In what I would almost call a miracle, on October 13th 2020 Justice Thomas rendered an opinion about section 230 that seems to have derived from our legal briefs. Section 230 had been screwed up by the courts and the Supreme Court is welcoming an appropriate case. My case is that case. I am weeks away from filing but I have depleted all of resources and taken on this fight entirely by myself, not just for me but for the entire world that is affected by social media. This decision will fundamentally change how section 230 is applied and sites like Facebook, Google and Twitter will be forced to change their ways. The Supreme Court has never interpreted section 230 in the 24 years it has been a law and it is about time.

Help me help you!If I am successful I open up the door for everyone to follow. We can take back out voice and the power we have collectively but I can't do it without you. Please help support my efforts. $25,000 barely scratches the surface of what I need to pursue trial.

Discovery and Depositions will reveal their wrong doings and bring the censorship to an end once and for all. Big Tech: a Platform or “a” Publisher?By: Jason FykThat question inevitably comes up, when the average person tries to understand how section 230 of the CDA works. Are they a platform or a publisher? It is not that simple. A platform is what an “Interactive Computer Service Provider”, provides.

That is what a company like big tech is called within the language of the law itself. They have a fairly simple job. They provide the platform on which content is hosted, sort of like a newsstand or a bulletin board. Writers or users publish their content to the platform, bulletin board or newsstand. The platform itself does not interact with the content other than to support it. Think of it like a table. A table is a platform that can support stuff. One person can place stuff on the table for another to look at but the table doesn’t do anything other than sit there holding the content.

That’s a platform. That’s what a service provider, provides. They build the table.The table only acts as a conduit of information. Ironically, it doesn’t act at all when it “acts as a conduit”. The biggest misconception is that they are “allowing” content. The courts call it the traditional editorial function but that’s entire wrong! All content is allowed. The only action taken is to restrict bad content. The decision is not what to allow, but what to restrict. All the other things they are doing like prioritizing content or adding context is “development”.

Development means to make available or usable, expound, prioritize, advance and so forth. Just look it up in Webster’s dictio0nary. The meaning of development is very broad. If the service provider (the table) is developing content, like moving it around on the table to prioritize what you see it isn’t just a passive conduit anymore. If the table is actively manipulating what is sitting on it, it’s no longer just a host. It has transformed into something else. It is called an “Information Content Provider”.The table did not place the contents on itself, did it?

So the table can’t be responsible for what was placed on it. However, if the table is moving the content, or adds to the content it is now actively involved in the provision of the content. In other words, “the publisher” is the person who set the contents on the table but when the table provider engages the contents, it becomes a content provider itself. Is a Content Provider a Publisher? It could be, but the two are different and I’ll explain why. The content provider is responsible “in part” for the creation or development of information where as “the publisher” is the one who actively makes it visible to others.

In other words, the one who actually placed the content on the table. Let’s take the bulletin board from example, a writer researches a topic and writes about it. He is creating and developing the information. The writer then posts the information he has provided to the

bulletin board. He just became “the publisher” of the content he was the one who actively posted it. The bulletin board, table, platform or the service that was provided (depending on what you want to call it) is not responsible for the creation, development or publishing because it had no active part in the content other than to passively host it. If the Service provider never had any involvement with the content and the content harmed someone the service provider would be protected by section 230 (c)(1). They didn’t do it, so they aren’t responsible.

This seems pretty simple but this is where the confusion begins. If the platform actively does anything with the content the whole thing changes. “Any action taken” are the words found in 230 (c)(2)(a) for a reason. As soon as a service provider acts, does something, even if it is content provided by another it is engaged in editorial conduct. In other words, it becomes a publisher. Historically, the courts believed §230(c)(1) protects the service provider in the “exercise of a publisher’s traditional editorial functions.” That is fundamentally and textually wrong!

The simple reason: The site acting as “A publisher”. Wait, what? I bet you thought they can’t be treated as a publisher because of 230 (c)(1)? Wrong! Two decades of misinterpreted law has distorted the very language of 230 so badly that 230 (c)(1) has been taken to mean the service provider can’t be a publisher and is therefore not responsible for its own publishing actions. That is absolutely wrong and what caused all of this mess in the first place. The law does not say the service provider can not be treated as “a publisher”, it says it can not be treated as “the publisher”.

There is a huge difference when you change one simple word. “The publisher” is the person who posted the content initially, the one who placed the content on the table. Think of it as the primary publisher. Anyone that did anything to the content, like move it, modify it, add to it or remove it is “a publisher”. Switching that one-word out changes the entire meaning. If you can’t be “a publisher” then any action you take is protected. “The publisher” means you can’t be responsible for the actions of the one who initially published it. Do you see the difference? I know this is the actual problem with section 230 because it happened to me in the 9th Circuit Court. The 9th Circuit Court said, “He has also not challenged the district court’s determination that his claims seek to treat Facebook as a publisher and has therefore waived that issue.”

That’s not what the law says! It does not say “a” publisher, it says “the” publisher and the two are different. I’ll explain. When the service provider takes “any action” it becomes “a” secondary publisher meaning it can be in addition to “the publisher” but it does not mean Facebook is the primary publisher. I am not treating Facebook as the one who initially engaged in the editorial actions, I am treating them as themselves for their own editorial

actions. One word can make a big difference.

The entire purpose of 230 (c)(2) was to provide an additional protection when a service provider became a publisher itself. That was its purpose. Some courts consider it to be the "distributor" of content but I think it is much simpler to use the language of 230 itself to distinguish the difference. The question the court would need to initially ask is whether they are being held liable for the actions of the another or their own actions. The only time the service provider is actually protected from its own actions is in one circumstance. Let me say that again. The service provider is protected from taking any action to RESTRICT materials.

That doe NOT mean it can take any other action to manipulate content! If the service provider takes any action to restrict materials it must be genuinely harmful. The words "good faith" apply. So taking down content for their own benefit or beliefs is not necessarily in good faith. This is where I think the FCC needs to address, what is good faith exactly? Unfortunately, the concept that we have free speech is somewhat inaccurate. 230 (c)(2)(a) allowed a service provider to remove content "even if it is Constitutionally protected". That's a whole different fight in the courts.

I'm trying to fix one thing at a time.230 has been challenged for its unconstitutionality in the past and the law remains so I don't personally think that is a battle that can be won anytime soon. With that said, fixing the misinterpretation and misapplication of 230 is entirely possible and even likely. My lawsuit (Fyk vs. Facebook) is weeks away from filing a petition for writ of Certiorari in the Supreme Court. That's a fancy way of saying I'm appealing the 9th Circuit Court's decision. Call it a miracle or just plain luck, one of the Justice's who will decide my case rendered an opinion recently that aligns almost perfectly with my understanding of how 230 is supposed to work. Not only does his opinion align with mine but he also welcomed an appropriate case that would resolve this mess.

I believe my case is destined to resolve the entire social media mess. I've worked my butt off and ran myself into near financial ruin to get this far. Callagy Law is representing me and doing a heck of a job.I'm going to fix social media for everyone. It's not about the money, it is about the danger these Tech monoliths present to our country and even the world. They have become more powerful that the President, Congress and what's worse, more powerful than the people!

Once we distinguish between a platform, a publisher and the publisher, section 230 will continue to work as it should have all this time. Service providers will not be able to develop content at will. Businesses, ideas and politics they value will no longer have the advantage. Big Tech will be held to a higher standard of scrutiny which was the original intention of Section 230. They will be forced to act as a "Good Samaritan" instead of the monsters they

have become.

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