

1 David Azar (State Bar No. 218319)  
dazar@milberg.com

2 **MILBERG PHILLIPS GROSSMAN LLP**  
3 16755 Von Karman Avenue, Suite 200  
4 Irvine, California 92606  
5 Telephone: 212-594-5300  
6 Facsimile: 212-868-1229

7 Peggy J. Wedgworth (*pro hac vice forthcoming*)  
pwedgworth@milberg.com

8 Robert A. Wallner (*pro hac vice forthcoming*)  
rwallner@milberg.com

9 Elizabeth McKenna (*pro hac vice forthcoming*)  
emckenna@milberg.com

10 Blake Yagman (*pro hac vice forthcoming*)  
byagman@milberg.com

11 Michael Acciavatti (*pro hac forthcoming*)\*  
macciavatti@milberg.com

\*admitted only in Pennsylvania

12 **MILBERG PHILLIPS GROSSMAN LLP**  
13 One Penn Plaza, Suite 1920  
14 New York, New York 10119  
15 Telephone: 212-594-5300  
16 Facsimile: 212-868-1229

17 *Attorneys for Plaintiffs and the Proposed Class*

18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**

20 DIANNE BENTLEY, JENNIFER GRACE,  
21 ADAN MOYA, CORESA TRIMBLE, and  
22 ROBERT WING, on behalf of themselves and  
23 all others similarly situated,

24 Plaintiffs,

25 v.

26 GOOGLE LLC, GOOGLE IRELAND  
27 LIMITED, GOOGLE COMMERCE LIMITED,  
28 GOOGLE ASIA PACIFIC PTE. LIMITED, and  
GOOGLE PAYMENT CORP.,

Defendants.

CASE NO. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

**TABLE OF CONTENTS**

1

2 **I. INTRODUCTION** ..... 1

3 **II. JURISDICTION AND VENUE** ..... 1

4 **III. INTRA-DISTRICT ASSIGNMENT** ..... 2

5 **IV. PARTIES** ..... 3

6 **V. RELEVANT FACTUAL ALLEGATIONS** ..... 4

7     **A. Google’s Domination Of The Market For Licensable Smart Mobile Operating**

8     **Systems** ..... 4

9     **B. Google Unlawfully Maintains A Monopoly In The Android App Store Market** ..... 8

10         1. Android App Stores Constitute a Relevant Product Market ..... 8

11         2. Google Monopolizes the Android App Stores Market ..... 10

12         3. Google’s Anticompetitive Conduct in the Android App Store Market ..... 15

13             a. *Google’s Contracts with OEMs* ..... 15

14             b. *Google’s Contracts with App Developers* ..... 16

15             c. *Google’s Restraints on Consumers* ..... 18

16             d. *Anticompetitive Effects in the Android App Store Market* ..... 21

17     **C. Google Unlawfully Maintains A Monopoly In The Android In-App Payment**

18     **Processing Market** ..... 23

19         1. Android In-App Payment Processing Constitutes a Relevant Product Market ..... 23

20         2. Google’s Monopoly Power In The Android In-App Payment Processing Market .. 24

21         3. Google’s Anticompetitive Conduct in the Android In-App Payment Processing

22         Market ..... 25

23         4. Anticompetitive Effects in the Android In-App Payment Processing ..... 26

24 **VI. ANTITRUST INJURY** ..... 27

25 **VII. CLASS ALLEGATIONS** ..... 27

26 **VIII. CAUSES OF ACTION** ..... 30

27 **IX. PRAYER FOR RELIEF** ..... 54

28 **X. JURY TRIAL DEMANDED** ..... 55

1 Plaintiffs Dianne Bentley, Jennifer Grace, Adan Moya, Coresa Trimble, and Robert Wing  
2 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, bring this class action  
3 against Defendants Google LLC, Google Ireland Ltd., Google Commerce Ltd., Google Asia Pacific Pte.  
4 Ltd., and Google Payment Corp. (collectively, “Google”), and allege the following based upon  
5 information and belief, except as to those allegations that are based on Plaintiffs’ personal knowledge.

## 6 **I. INTRODUCTION**

7 1. This is an antitrust class action arising out of Google’s unlawful conduct concerning the  
8 Google Play Store, Google’s store for the distribution and sale of billions of applications (“apps”) and  
9 in-app purchases running on Android smartphones and other mobile devices utilizing the Android  
10 operating system. Through its acquisition and maintenance of an unlawful monopoly, and its  
11 anticompetitive contractual restrictions imposed on app developers, Google has forced consumers to pay  
12 supra-competitive prices for apps and in-app purchases on the Google Play Store. Although Google has  
13 publicly acknowledged “that developers should have a choice in how they distribute their apps and that  
14 stores should compete for the consumer’s and the developer’s business,”<sup>1</sup> its unlawful conduct has  
15 prevented such choices and foreclosed competition, to the enormous detriment of consumers throughout  
16 the United States. By this action, Plaintiffs, on behalf of themselves and other consumers, seek monetary  
17 damages for injuries sustained from Google’s unlawful conduct, and injunctive relief enjoining Google  
18 from continuing its anticompetitive conduct.

## 19 **II. JURISDICTION AND VENUE**

20 2. This Court has subject-matter jurisdiction over Plaintiffs’ federal antitrust claims pursuant  
21 to the Clayton Antitrust Act, 15 U.S.C. § 26, and 28 U.S.C. §§ 1331 and 1337. The Court has  
22 supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367.  
23  
24  
25

---

26 <sup>1</sup>Sameer Samat, *Listening to Developer Feedback to Improve Google Play*, ANDROID DEVELOPERS  
27 BLOG (Sept. 28, 2020), <https://android-developers.googleblog.com/2020/09/listening-to-developer-feedback-to.html>.



1 **IV. PARTIES**

2 8. Plaintiff Dianne Bentley is an individual residing in North Carolina who purchased an  
3 application(s) and/or made an in-app purchase(s) through the Google Play Store during the relevant  
4 statutory period.

5 9. Plaintiff Jennifer Grace is an individual residing in Pennsylvania who purchased an  
6 application(s) and/or made an in-app purchase(s) through the Google Play Store during the relevant  
7 statutory period.

8 10. Plaintiff Adan Moya is an individual residing in Colorado who purchased an  
9 application(s) and/or made an in-app purchase(s) through the Google Play Store during the relevant  
10 statutory period.

11 11. Plaintiff Coresa Trimble is an individual residing in Missouri who purchased an  
12 application(s) and/or made an in-app purchase(s) through the Google Play Store during the relevant  
13 statutory period.

14 12. Plaintiff Robert Wing is an individual residing in Florida who purchased an application(s)  
15 and/or made an in-app purchase(s) through the Google Play Store during the relevant statutory period.

16 13. Defendant Google LLC is a Delaware limited liability company with its principal place  
17 of business in Mountain View, California. Google LLC is the primary operating subsidiary of the publicly  
18 traded holding company Alphabet Inc. The sole member of Google LLC is XXVI Holdings, Inc., a  
19 Delaware corporation with its principal place of business in Mountain View, California. Google LLC  
20 contracts with all app developers that distribute their apps through the Google Play Store and is therefore  
21 a party to the anticompetitive contractual restrictions at issue in this suit.

22 14. Defendant Google Ireland Limited (“Google Ireland”) is a limited company organized  
23 under the laws of Ireland with its principal place of business in Dublin, Ireland, and is a subsidiary of  
24 Google LLC. Google Ireland contracts with all app developers that distribute their apps through the  
25 Google Play Store and is therefore a party to the anticompetitive contractual restrictions at issue in this  
26 suit.

1           15. Defendant Google Commerce Limited (“Google Commerce”) is a limited company  
2 organized under the laws of Ireland with its principal place of business in Dublin, Ireland, and is a  
3 subsidiary of Google LLC. Google Commerce contracts with all app developers that distribute their apps  
4 through the Google Play Store and is therefore a party to the anticompetitive contractual restrictions at  
5 issue in this suit.

6           16. Defendant Google Asia Pacific Pte. Limited (“Google Asia Pacific”) is a private limited  
7 company organized under the laws of Singapore with its principal place of business in Mapletree  
8 Business City, Singapore, and is a subsidiary of Google LLC. Google Asia Pacific contracts with all app  
9 developers that distribute their apps through the Google Play Store and is therefore a party to the  
10 anticompetitive contractual restrictions at issue in this suit.

11           17. Defendant Google Payment Corp. (“Google Payment”) is a Delaware corporation with its  
12 principal place of business in Mountain View, California, and is a subsidiary of Google LLC. Google  
13 Payment provides in-app payment processing services to Android app developers and Android users and  
14 collects a 30% commission on many types of processed payments, including payments for apps sold  
15 through the Google Play Store and in-app purchases made within such apps.

16 **V. RELEVANT FACTUAL ALLEGATIONS**

17 **A. Google’s Domination Of The Market For Licensable Smart Mobile Operating**  
18 **Systems**

19           18. Google’s monopolization of the markets at issue in this case, the Android App Store  
20 Market and the Android In-App Payment Processing Market, as described in Sections V(B) and (C), are  
21 better understood through a discussion of smart mobile devices and Google’s domination and control of  
22 the Android operating system of the related market for licensable smart mobile operating systems  
23 (“OSs”).

24           19. Smart mobile devices, including smartphones and tablets, are handheld, portable  
25 electronic devices that enable the user to connect wirelessly to the Internet and perform multi-purpose  
26 computing functions, including, but not limited to, internet browsing, shopping, accessing social media,  
27

1 streaming videos and music, and playing games. Many consumers now rely solely on their smart mobile  
2 device and have no other personal computer system.

3 20. Mobile devices require an operating system (“OS”) to provide basic multi-purpose  
4 computing functionality, including the installation and operation of compatible mobile apps; button,  
5 touch, and motion commands; and a graphical user interface consisting of icons. A mobile operating  
6 system (“mobile OS”) is an OS that is built exclusively for a mobile device, such as a smart phone or  
7 tablet.

8 21. Companies that design and sell smart mobile devices are referred to as original equipment  
9 manufacturers (“OEMs”). Android is the only commercially viable OS that is widely available to license;  
10 thus, OEMs have a single mobile OS option: Google’s Android OS. Accordingly, Google has monopoly  
11 power over the market for mobile OSs that are available for license by OEMs.

12 22. Prior to sale, an OEM must pre-install an OS on each mobile device in order to provide  
13 purchasers with access to basic functions, including those described above. OEMs design mobile devices  
14 to ensure compatibility with whatever OS is selected for that device. Implementation of a mobile OS  
15 requires significant time and investment from OEMs, and switching to another mobile OS, as discussed  
16 in Section V(B)(2), is disruptive, expensive, and time-consuming.

17 23. The vast majority of OEMs do not develop their own OS, so they must choose and license  
18 an OS for their devices. There is therefore a relevant market for licensable smart mobile OSs consisting  
19 of mobile OSs that OEMs can license for their smart mobile devices. The market does not include: (1)  
20 proprietary OSs that are unavailable for licensing, such as Apple’s mobile OS, called iOS which is used  
21 on Apple’s iPhone and iPad products; (2) mobile devices that lack the multi-computing functions of smart  
22 mobile devices and tablets (*e.g.*, “flip phones”); or (3) electronic devices whose OS are not compatible  
23 with mobile device OS (*e.g.*, desktop computers or gaming systems like Xbox). Historically, the market  
24 for smart mobile OSs included the Android OS, developed by Google, the Tizen mobile OS, a partially  
25 open-source mobile OS that was developed by the Linux Foundation and Samsung, and the Windows  
26 Phone OS developed by Microsoft.

1           24.     The geographic scope of the market for licensable smart mobile OSs is worldwide,  
2 excluding China. Google’s operations in China are limited for legal and regulatory reasons, Google does  
3 not make available many of its products for mobile devices sold within China, and non-Google, Android  
4 devices are widely available and popular there. Lastly, while Google contractually requires OEMs  
5 licensing Android not to sell devices with competing Android-compatible mobile OSs outside of China,  
6 it does not impose such restrictions on devices sold within China. Outside of China, OEMs must all  
7 contractually consent that if their device licenses the Android OS, they will not sell devices preloaded  
8 with a competing, Android-compatible mobile OS.

9           25.     The geographic scope of the market for licensable smart mobile operating systems  
10 includes a separate sub-market within the United States which operates as described throughout this  
11 Complaint.

12           26.     Google possesses monopoly power in the market for licensable smart mobile OSs through  
13 its Android OS.

14           27.     A mobile ecosystem of products like apps, devices, and accessories typically develops  
15 around one or more mobile OSs, such as the Android OS. The “Android ecosystem” is a system of mobile  
16 products that are inter-dependent and compatible with each other and the Android OS. Ecosystem  
17 participants include Google, OEMs of Android-compatible devices, developers of Android-compatible  
18 apps, Android app distribution platforms, the makers of ancillary hardware such as headphones or  
19 speakers, cellular carriers, and others.<sup>2</sup> The Android ecosystem is akin to the iOS ecosystem created by  
20 Apple, “[w]hen you combine all of Google’s services with Google’s hardware and its frequently updated  
21 software, recreating the same type of ecosystem that Apple claims is only possible with Apple, is, indeed,  
22 possible outside of Apple . . . . Google’s ecosystem is a capable one.”<sup>3</sup>

---

25 <sup>2</sup> Jason Cipriani, *Is there an alternative to Apple’s ecosystem? Yes, but you’ll have to Google it*, ZD  
26 NET (May 1, 2019), [https://www.zdnet.com/article/alternatives-to-apples-ecosystem-yes-there-is-a-  
27 way-out/](https://www.zdnet.com/article/alternatives-to-apples-ecosystem-yes-there-is-a-way-out/).

28 <sup>3</sup> *Id.*



1           28.     As more developers design useful, compatible apps for a specific mobile OS, the more  
2 consumers will want to use that OS. The more consumers using an OS, the more developers want to  
3 develop apps for it. Thus, significant barriers to entry arise for new entrants to the OS market. A new OS  
4 appeals to consumers only if there is a broad array of software applications running on it, and software  
5 developers are not incentivized to create applications for an OS unless there is a large existing user base.

6           29.     In order to attract app developers and users, Google misleadingly represents that Android  
7 is an “open” ecosystem where any participant may create Android-compatible products without  
8 unnecessary restrictions. Instead, however, Google uses its Android OS to keep its ecosystem closed to  
9 any competition. As the dominant OS licensor, Google recognizes that participation on its platform is a  
10 “must-have” market for developers. Google only unlocks the door to its ecosystem for participants  
11 willing to play by Google’s rules.

12           30.     Moreover, Google uses the Android OS to restrict which apps and app stores OEMs pre-  
13 install on their devices and to deter the direct distribution of competing app stores and apps to Android  
14 users, all at the expense of competition in the Android ecosystem.

15           31.     As a result of Google’s monopoly power in the market for licensable smart mobile OSs,  
16 OEMs, developers and users cannot choose another mobile OS. OEMs such as ZTE and Nokia  
17 acknowledge that other, non-proprietary OSs are inadequate substitutes for and not a reasonable  
18 alternative to licensing the Android OS.<sup>4</sup> Other mobile OSs do not currently support many popular mobile  
19 apps that are valued by consumers. Google, therefore, has constructed a market that biases consumers  
20 against mobile device purchases from non-proprietary mobile OS other than Android OS. OEMs are  
21 forced to concede to Google’s demands because it is essential that they offer a popular mobile OS and  
22 corresponding ecosystem to consumers.

23  
24  
25 \_\_\_\_\_  
26 <sup>4</sup> *Google Android*, No. AT.40099, European Commission Decision (July 18, 2018) (“EC Google  
27 Android Decision”) at ¶ 292,  
28 [https://ec.europa.eu/competition/antitrust/cases/dec\\_docs/40099/40099\\_9993\\_3.pdf](https://ec.europa.eu/competition/antitrust/cases/dec_docs/40099/40099_9993_3.pdf).

1           **B.       Google Unlawfully Maintains A Monopoly In The Android App Store Market**

2           32.       A pre-installed app store is a necessity for mobile device users. An app store is an online  
3 portal through which software programs are made available for procurement and download. Mobile apps  
4 make mobile devices valuable to users because they add user-specific functionality for activities such as  
5 banking, shopping, making travel arrangements, streaming music and videos, reading news sources and  
6 books, and game playing.

7           33.       While some apps are pre-installed by OEMs, due to each consumer’s specific preferences,  
8 OEMs cannot anticipate the various apps a specific consumer may utilize. Furthermore, apps developed  
9 after a user purchases his or her mobile device cannot, as a practical matter, be pre-installed. Thus, mobile  
10 devices must provide a way for users to download and/or buy apps post-purchase.

11                   **1.       Android App Stores Constitute a Relevant Product Market**

12           34.       The market for Android App Stores constitutes a relevant product market. On Android  
13 mobile devices, Google maintains its heavily dominant Google Play Store, a pre-loaded digital portal set  
14 up by Google. On the Google Play Store, mobile apps can be reviewed, purchased (if necessary), and  
15 downloaded by a consumer.

16           35.       The European Commission has determined there is a “relevant product market” for  
17 Android app stores. Google did not contest that determination.<sup>5</sup>

18           36.       Google has offered an app store for Google Android since 2008. An early version of  
19 Google’s app store was known as “Android Market”, which in March 2012, was integrated into Google  
20 Play and became the Google Play Store.

21           37.       The Play Store is part of Google Mobile Services, the bundle of Google apps and services  
22 Google licenses together.

23 \_\_\_\_\_  
24 <sup>5</sup> EC Google Android Decision at ¶¶ 217(2), 273. “From a supply-side perspective, the development of  
25 an app store requires significant time and resources, regardless of whether the developer in question has  
26 already developed other apps. In particular, developers of other apps have stated that the time and  
27 resources to develop an app store are significant. Microsoft, for example, stated: ‘Using [R&D data] for  
28 fiscal years 2007 to 2014, we roughly estimate that we spent [millions of dollars] over this time period  
to develop appstores for Windows Phone 7, 8, and 8.1.’” *Id.* at ¶ 272 (emphasis omitted).

1           38. Unlike other Google apps, the Play Store is not downloadable and therefore needs to be  
2 pre-installed by OEMs so that users have access to it. App developers cannot distribute alternative apps  
3 via the Play Store.

4           39. In order to download an app (which is either free or available for purchase), an Android  
5 user must download that application through the Google Play Store. As described by Google, “With some  
6 apps, you can buy additional content or services within the app. We call these ‘in-app purchases.’ ....  
7 [S]ome examples of in-app purchases [include]:

- 8           • A sword that gives you more power in a game.
- 9           • A key that unlocks more features of a free app.
- 10           • Virtual currency that can be used for purchases.”<sup>6</sup>

11           40. The Android App Store Market also includes other app stores for Android devices, such  
12 as Samsung’s Galaxy Apps store and the Amazon AppStore, and independent app stores, such as GetJar.

13           41. The Android App Store Market does not include app stores for non-Android smart mobile  
14 OSs, such as the (now defunct) Windows Mobile Store (which is compatible only with Microsoft’s  
15 Windows Mobile OS) or Apple’s App Store (compatible only with iOS), because app stores are OS-  
16 specific. A consumer who owns an Android smartphone cannot use an app store developed for a non-  
17 Android OS, and an OEM that pre-installs an app store on an Android device cannot install an app store  
18 that runs on a non-Android OS. The Google Play Store does not offer apps for download onto Apple  
19 devices, and the Apple Store does not offer apps for download onto Android devices.

20  
21  
22 <sup>6</sup>Google Play Help, *Make in-app purchases in Android apps*, GOOGLE,  
23 <https://support.google.com/googleplay/answer/1061913?hl=en> (last visited Oct. 2, 2020). Examples of  
24 “products supported by Google Play In-app billing include: Virtual game products . . . . App  
25 functionality or content . . . . subscription services . . . . [and] Cloud software products.” Examples of  
26 “products not currently supported by Google Play In-app billing [include]: [r]etail merchandise . . . .  
27 Service fees . . . . One-time membership fees or recurring dues . . . . One-time payments, including  
28 peer-to-peer payments . . . . [and] Electronic bill payment . . . .” Classic Play Console Help, *Payments*,  
GOOGLE, <https://support.google.com/googleplay/android-developer/answer/9858738?hl=en>. (last  
visited Oct. 6, 2020).

1           42.     The relevant geographic market for the Android App Store Market is worldwide,  
2 excluding China.<sup>7</sup> China is excluded from the relevant market because legal and regulatory barriers  
3 prevent the operation of many global app stores, including the Google Play Store, within China.  
4 Additionally, app stores prevalent in China are not available, or have little presence, outside of China.  
5 Outside of China, app distribution channels like app stores, are globally developed and distributed, and  
6 OEMs, in turn, make app stores like the Google Play Store globally available on Android devices.

7           43.     The geographic scope of the Android App Store Market includes a separate sub-market  
8 within the United States which operates as described throughout this Complaint.

9                   **2.     Google Monopolizes the Android App Stores Market**

10           44.     Through various anticompetitive acts and unlawful restraints on competition, Google  
11 possesses and maintains monopoly power in the Android App Stores Market, causing ongoing harm to  
12 competition and injury to consumers. Google’s monopoly power is evidenced by its market share, the  
13 absence of countervailing buyer power, and the existence of high barriers to entry and expansion. Apple’s  
14 App Store (which is not part of the relevant product market), does not exercise an indirect restraint  
15 sufficient to undermine Google’s monopoly power.

16           45.     In the Google Android case, the European Commission concluded that Google holds a  
17 dominant position in the worldwide market (excluding China) for Android App Stores since 2011.<sup>8</sup>

18           46.     The existence of iPhone mobile devices applications and in-app products and services are  
19 not reasonably interchangeable substitutes for Android apps.

20           47.     In a July 18, 2018 decision, the European Commission concluded that Google abused its  
21 dominant power in the Android App Store Market. The European Commission fined Google €4.34 billion  
22 for breaching EU antitrust rules, concluding that, since 2011, Google has imposed illegal restrictions on  
23 Android device manufacturers and mobile network operators to cement its dominant position in general  
24

---

25 <sup>7</sup> See EC Google Android Decision at ¶ 402: “The Commission concludes that the [Android App Stores  
26 Market] for the purpose of these proceedings are: . . . the worldwide market (excluding China) for  
27 Android app stores”.

28 <sup>8</sup> *Id.* at ¶ 439(2).

1 internet searches. The European Commission determined that, “Google is dominant in the worldwide  
2 market (excluding China) for app stores for the Android mobile operating system. Google’s app store,  
3 the Play Store, accounts for more than 90% of apps downloaded on Android devices. This market is also  
4 characterized by high barriers to entry . . . . Google’s app store dominance is not constrained by Apple’s  
5 App Store, which is only available on iOS devices.”<sup>9</sup>

6 48. As determined by the Majority Staff of the Subcommittee on Antitrust, Commercial and  
7 Administrative Law of the House Committee on the Judiciary: “Apps are not interoperable between  
8 operating systems – native apps developed for [Apple’s] iOS only work on iOS devices, and native apps  
9 developed for Android only work on Android devices. The [Apple] App Store and the Play Store do not  
10 compete against one another. Android users cannot access the Apple App Store and iOS users cannot  
11 access the Google Play Store, so the dominance of the Play Store is not constrained by the App Store and  
12 vice versa.”<sup>10</sup> Additionally, “app developers and industry observers agree that Apple and Google  
13 control the app distribution market on mobile devices.”<sup>11</sup>

14 49. In the United States, iOS and Android represent approximately 99% of the market share  
15 for mobile OS as of September 2020.<sup>12</sup> Because iOS is not licensable, it is not part of the market that is  
16 in consideration with respect to this case, which is the market for licensable OS for mobile devices. With  
17 respect to the OS which are licensable, including Samsung and Windows, neither of them has been able  
18 to penetrate the market share held by Google’s Android OS.<sup>13</sup>

19 \_\_\_\_\_  
20 <sup>9</sup> Press Release, Antitrust: Commission fines Google €4.34 billion for illegal practices regarding  
21 Android mobile devices to strengthen dominance of Google’s search engine, EUROPEAN COMMISSION  
(July 18, 2018), [https://ec.europa.eu/commission/presscorner/detail/en/IP\\_18\\_4581](https://ec.europa.eu/commission/presscorner/detail/en/IP_18_4581).

22 <sup>10</sup> *Investigation of Competition in Digital Markets*, Majority Staff Report and Recommendations,  
23 Subcommittee on Antitrust, Commercial and Administrative Law of the House Committee on the  
24 Judiciary, at 95 (Oct. 6, 2020), available at  
[https://judiciary.house.gov/uploadedfiles/competition\\_in\\_digital\\_markets.pdf](https://judiciary.house.gov/uploadedfiles/competition_in_digital_markets.pdf).

25 <sup>11</sup> *Id.* at 96.

26 <sup>12</sup> *Mobile Operating System Market Share United States of America*, STATCOUNTER GLOBALSTATS,  
(Sept. 2020) <https://gs.statcounter.com/os-market-share/mobile/united-states-of-america/#monthly-202009-202009-bar>.

27 <sup>13</sup> *Id.*

1           50.       Currently, Google’s dominance of the Android App Stores market exceeds 90%. The  
2 European Commission found that the Google Play Store is pre-installed on 90% of Android devices sold  
3 outside of China.<sup>14</sup> Additionally, the number of apps downloadable from the various app stores shows  
4 the disparity caused by Google’s monopolistic grip: in 2019, Google Play had 2.7 million available apps  
5 for download, whereas the next four closest competitors number of apps do not even add up to the total  
6 the amount of available apps on Google Play (GetJar has 850,000 apps, Aptoide has 1,000,000 apps,  
7 Amazon AppStore has 480,000 apps, and Opera Mobile Store has 300,000 apps).<sup>15</sup>

8           51.       Google’s Play Store’s dominance is also shown by, among other things, the number of  
9 apps downloaded from the Store, and the enormous number of apps available on the Store. The European  
10 Commission determined that more than 90% of app store downloads were processed through the Google  
11 Play Store.<sup>16</sup>

12           52.       As further evidence of its monopoly power, Google imposes a supra-competitive  
13 commission of 30% on the price of apps, and in-app products or services, purchased through the Google  
14 Play Store: “For apps and in-app products offered through Google Play, the service fee is equivalent to  
15 30% of the price.”<sup>17</sup> This is a far higher fee than would exist absent Google’s misconduct as described  
16 herein.

17           53.       Google bundles the Google Play Store with Google Play Services, further reinforcing its  
18 monopoly. Google Play Services is a proprietary software layer that runs in the background on Android;

---

19  
20 <sup>14</sup> EC Google Android Decision at ¶ 1451. The Commission concluded that even if the Windows  
21 Mobile Store share was included in the market, the Google Play Store would still possess a market  
share greater than 90%. *Id.*

22 <sup>15</sup> *About Us*, APTOIDE, <https://en.aptoide.com/company/about-us>. (last visited Oct. 5, 2020); Artyom  
23 Dogtiev, *App Stores List (2019)*, BUSINESSOFAPPS, [https://www.businessofapps.com/guide/app-stores-](https://www.businessofapps.com/guide/app-stores-list/)  
list/.

24 <sup>16</sup> EC Google Android Decision at ¶ 1451.

25 <sup>17</sup> Play Console Help, *Service fees*, GOOGLE, [https://support.google.com/googleplay/android-](https://support.google.com/googleplay/android-developer/answer/112622?hl=en#:~:text=As%20of%20January%201%2C%202018,that%20time%20will%20be%20counted)  
26 developer/answer/112622?hl=en#:~:text=As%20of%20January%201%2C%202018,that%20time%20will%20be%20counted. (last visited Oct. 2, 2020). As of January 1, 2018, under certain circumstances,  
27 “the service fee for subscription products decreases to 15% for any subscribers you [app developers]  
retain after 12 paid months.” *Id.*

1 Google Play provides application programming interfaces (APIs) that enable apps to integrate with other  
2 apps and with Google services.<sup>18</sup> These Google services are necessary to the functionality of many apps.  
3 For example, the majority of apps in the Play Store use Google’s cloud messaging service; and more than  
4 a million use AdMob, Google’s mobile advertising service.<sup>19</sup> Apps cannot access these functionalities  
5 without Google Play Services. As the European Commission concluded, without Google Play Services,  
6 “many apps would either crash, or lack important functions.”<sup>20</sup> Google does not license the Play Store  
7 and Google Play Services separately; they can only be licensed together,<sup>21</sup> thus further solidifying the  
8 Play Store as the number one pre-installed app store.

9         54. Substantial switching costs ensure that Google’s monopoly power is not constrained by  
10 any competition in the smart mobile device arena. For example, consumers who own an Android device  
11 cannot purchase apps from Apple’s App Store without moving to an Apple iOS device (*e.g.*, the iPhone)  
12 because Apple does not license its OS, nor has it developed or licensed an app store for Android. Thus,  
13 any consumers who switch from a Google Android device to an Apple device would lose the financial  
14 investment made in previously-purchased apps.

15         55. Additionally, once a consumer selects a smartphone, the consumer cannot replace the pre-  
16 installed mobile OS with an alternative OS -- if a consumer wants to switch OSs, that consumer has no  
17 choice but to purchase a new mobile device. Moreover, mobile OSs have different designs, controls, and  
18 functions that consumers learn to navigate and are familiar with over time. The learning curve to navigate  
19 a different mobile OS is part of consumers’ switching costs.

---

22 <sup>18</sup> *Google Play Developer API*, GOOGLE DEVELOPERS, [https://developers.google.com/android-](https://developers.google.com/android-publisher)  
23 [publisher](https://developers.google.com/android-publisher). (last visited Oct. 4, 2020).

24 <sup>19</sup> EC Google Android Decision at ¶ 142; Google Play, *Get paid to show relevant ads from over a*  
25 *million advertisers with Google AdMob*, GOOGLE DEVELOPERS,  
<https://developer.android.com/distribute/best-practices/earn/show-ads-admob>. (last visited Oct. 4,  
2020).

26 <sup>20</sup> *Id.*

27 <sup>21</sup> *Id.* at ¶ 144.

1           56.     Android OEMs find it commercially unreasonable to make and sell phones without the  
2 Google Play Store, and they view other app stores as poor substitutes because they offer fewer and less  
3 impressive apps.<sup>22</sup>

4           57.     Switching from Android devices may result in a significant loss of personal and financial  
5 investment that consumers put into the Android ecosystem. Because apps, in-app content and many other  
6 products are designed for or are only compatible with a particular mobile OS, switching to a new mobile  
7 OS may mean losing access to such products or to data, even if such apps and products are available  
8 within the new ecosystem.

9           58.     When purchasing a mobile device, consumers have no reason to inquire about Google’s  
10 anticompetitive contractual restraints and policies. Mobile device purchasers are focused on design,  
11 brand, processing power, battery life, and cellular plan. These features play a decisive role in a  
12 consumer’s decision as to which smart mobile device to purchase.

13           59.     Consumers are also unable to determine the “lifecycle price” of devices -- *i.e.*, to  
14 accurately assess at the point of purchase how much they will ultimately spend (including on the device  
15 and all apps and in-app purchases) for the duration of their device ownership. Consumers do not and  
16 cannot predict all of the apps or in-app content they may eventually purchase. Because they cannot know  
17 or predict all such factors when purchasing mobile devices, consumers are unable to accurately predict  
18 the lifecycle prices of the devices. This prevents consumers from effectively taking Google’s  
19 anticompetitive conduct into account when making mobile device purchasing decisions.

20           60.     Consumers who purchase Android devices are thus “locked-in” to the Android OS and  
21 Android app stores.

22  
23  
24  
25 \_\_\_\_\_  
26 <sup>22</sup> Federico Etro & Cristina Caffarra, *On the economics of the Android case*, EUROPEAN COMPETITION  
27 JOURNAL Vol. 13, Nos. 2-3, 282-313 at 286-87 (Sept. 28, 2017),  
28 <https://www.tandfonline.com/doi/pdf/10.1080/17441056.2017.1386957?needAccess=true> (last visited  
Oct. 8, 2020).





1           66. Through Google’s anticompetitive restrictions in its contracts with OEMs, it is able to  
2 obstruct OEMs from pre-installing competing app stores on Google’s Android mobile devices. Google  
3 also insulates itself from competition by issuing misleading warnings to Android users about the efficacy  
4 of other app stores, as well as time-consuming, multi-step processes (discussed below) to those that do  
5 choose to download, in an effort to dissuade consumers from downloading said stores. By wrongfully  
6 and unjustifiably convincing OEMs not to pre-download competing app stores, and intimidating  
7 consumers that competitors’ stores are unsafe to be download, Google has foreclosed the mechanisms by  
8 which it would face competition. And, because of the absence of competition, consumers pay supra-  
9 competitive prices for apps and in-app purchases.

10           67. Google interferes with OEMs’ ability to distribute Android app stores and apps directly  
11 to consumers outside the Google Play Store. Even in circumstances when an OEM offers mobile devices  
12 with easy access to additional mobile app stores and apps through, for example, pre-installed and/or  
13 prominently placed icons, Google imposes unjustified and pretextual warnings about the security of  
14 installing the app in order to discourage its download from alternative sources other than the Google Play  
15 Store, even though the consumer is choosing to install the app fully aware of its source. This conduct  
16 dissuades users from downloading apps outside of the Google Play Store.

17                           ***b. Google’s Contracts with App Developers***

18           68. Google also imposes anticompetitive restrictions on competing app developers to further  
19 solidify its monopoly in the Android App Store Market.

20           69. First, in order to maintain its monopoly in the App Store Market, Google prohibits any  
21 app developer that wants to distribute its apps through the Google Play Store from also distributing any  
22 competing app store through the Play Store.

23           70. Google enforces this restraint through Google Play’s Developer Distribution Agreement  
24 (“DDA”), which Google requires all app developers to sign before they are permitted to distribute their  
25  
26  
27

1 apps via the Google Play Store.<sup>27</sup> All of the Defendants, other than Google Payment, are a party to the  
2 DDA.<sup>28</sup>

3 71. Section 4.5 of the DDA provides that developers “may not use Google Play to distribute  
4 or make available any Product that has a purpose that facilitates the distribution of software applications  
5 and games for use on Android devices outside of Google Play.”<sup>29</sup> The DDA further reserves to Google  
6 the right to remove and disable any Android app that it determines violates this requirement.<sup>30</sup> The DDA  
7 is non-negotiable, so developers seeking access to Android users through the Google Play Store must  
8 accept Google’s standardized contract of adhesion.

9 72. In the absence of these unlawful restraints, competing app distributors could allow users  
10 to replace or supplement the Google Play Store on their devices with competing app stores, easily  
11 downloaded and installed through the Google Play Store. App stores could compete and benefit  
12 consumers by offering lower prices and innovative app store models, such as app stores that cater to  
13 specific consumers’ interests. Without Google’s unlawful restraints, these app stores would provide  
14 additional platforms on which more apps could be featured, and thereby, discovered by consumers.

15 73. Google also restricts competition in the Android App Store Market by closing off critical  
16 advertising opportunities to app developers who do not list their Android apps in the Google Play Store.  
17 Google markets an App Campaigns program that, allows app developers to “get your app into the hands  
18 of more paying users” by “streamlin[ing] the process for you, making it easy to promote your apps across  
19 Google’s largest properties.”<sup>31</sup> This program includes ad placements on Google Search, YouTube,  
20 Discover on Google Search, and the Google Display Network, and with Google’s “search partners,” that  
21

---

22 <sup>27</sup> See Google Play, *Google Play Developer Distribution Agreement*, GOOGLE, <https://play.google.com/about/developer-distribution-agreement/archive.html>. (last accessed Oct. 8,  
23 2020).

24 <sup>28</sup> *Id.*

25 <sup>29</sup> *Id.*

26 <sup>30</sup> *Id.*

27 <sup>31</sup> Google Ads Help, *About App campaigns*, GOOGLE, <https://support.google.com/google-ads/answer/6247380?hl=en>. (last accessed Oct. 4, 2020).

1 are specially optimized for the advertising of mobile apps.<sup>32</sup> But to access the App Campaigns program,  
2 Google requires that app developers list their app in either the Google Play Store to reach Android users,  
3 or in the Apple App Store to reach Apple iOS users. This conduct further solidifies Google’s monopoly  
4 in Android App Distribution by forcing Android app developers to list their apps in the Google Play Store  
5 or risk losing access to many Android users they could otherwise reach through advertising, including  
6 through Google’s monopoly search engine, but for Google’s restrictions.

7 *c. Google’s Restraints on Consumers*

8 74. Google directly and anticompetitively restricts how consumers discover, download and  
9 install mobile apps and app stores. Although Google claims to permit consumers to directly download  
10 and install Android apps and app stores, Google uses its monopoly power to impose a series of  
11 technological obstacles designed to prevent users from direct downloads. Google misleadingly claims  
12 users face dangers of these direct downloads, referred to by Google as “sideloading.”

13 75. A consumer who wants to download an app or an app store onto her Google Android  
14 phone or tablet without using the Play Store faces extreme and unwarranted obstacles. Google makes this  
15 process technically complex, and confusing. In the European Commission’s Google Android case,  
16 Amazon described the process as follows: “[E]ven for consumers who discover and download an  
17 alternate store outside of the Play Store, Google has configured Android to block the installation of that  
18 store. Consumers are unable to install downloadable app stores unless the consumer first navigates to and  
19 changes Android’s obscure ‘Unknown Sources’ setting to allow installation of apps from sources other  
20 than the Play Store. When consumers attempt to change this setting, Google displays a message warning  
21 that ‘your [tablet or phone] and personal data are more vulnerable to attack by apps from unknown  
22 sources. You agree that you are solely responsible for any damage to your tablet or loss of data that may  
23 result from using these apps.’”<sup>33</sup>

24  
25 <sup>32</sup> *Id.*

26 <sup>33</sup> EC Google Android Decision at ¶ 635 citing to n.677 in Decision: “See Amazon’s non-confidential  
27 response to Question 15 of the request for information of 21 October 2015 on app stores (Doc ID  
28 4067).”

1           76. According to the Majority Staff of the Subcommittee on Antitrust, Commercial and  
2 Administrative Law of the House Committee on the Judiciary: “Google has created significant friction  
3 for sideloading apps to Android devices. One developer explained to Subcommittee staff that sideloading  
4 entails a complicated twenty-step process, and users encounter multiple security warnings designed to  
5 discourage sideloading. Additionally, software developers that have left the Play Store to distribute  
6 software to Android users via sideloading have experienced precipitous declines in downloads and  
7 revenue and report problems updating their apps. Thus, the option for sideloading apps on mobile devices  
8 does not discipline the market power of dominant app stores.”<sup>34</sup>

9           77. Even if a user proceeds past Google’s unjustified threats and warnings, direct  
10 downloading is inferior to downloading an app from the Play Store because Google prevents downloaded  
11 apps from updating in the background -- a benefit reserved solely for apps downloaded via the Google  
12 Play Store. Instead, users must *manually* approve every update of a sideloaded app or app store, which  
13 further discourages consumers from using alternatives to the Play Store.

14           78. Google also unjustifiably discourages users from downloading apps and app stores from  
15 other sources by preventing installation of or even removing apps that it claims are “harmful.”<sup>35</sup>

16           79. Google has the capacity to make it nearly impossible to be able to directly download (or  
17 “sideload”)<sup>36</sup> applications; in an interview, one app developer informed the United States Congress  
18 “sideloading entails a complicated twenty-step process, and users encounter multiple security warnings  
19 designed to discourage sideloading.”<sup>37</sup> Downloading apps directly – bypassing the Google Play Store –

20 <sup>34</sup> *Investigation of Competition in Digital Markets*, *supra* n.10 at 98 (footnotes omitted). *See id.* (“There  
21 are no competitive constraints on the power Apple and Google have over the software distribution  
22 marketplace on their mobile ecosystems.”).

23 <sup>35</sup> Google Play Help, Help Center, *Help protect against harmful apps with Google Play Protect*,  
24 GOOGLE, <https://support.google.com/googleplay/answer/2812853?hl=en> (last accessed Oct. 8, 2020);  
25 *See also Unwanted Software Policy*, GOOGLE, [https://www.google.com/about/unwanted-software-](https://www.google.com/about/unwanted-software-policy.html)  
26 [policy.html](https://www.google.com/about/unwanted-software-policy.html) (last accessed Oct. 8, 2020).

27 <sup>36</sup> With respect to mobile applications, “sideloading” is the process of “downloading apps manually  
28 from the internet (through a browser [window]” from a source other than an official application store  
(*i.e.*, not from Apple’s App Store or Google’s Play Store). EC Google Android Decision at ¶ 634 citing  
to n.675 in Decision.

<sup>37</sup> *Investigation of Competition in Digital Markets*, *supra* n.10 at 98 (footnotes omitted).

1 is prevented on Android devices that are part of Google’s Advanced Protection Program (“APP”).<sup>38</sup>  
2 Consumers who enroll in APP cannot directly download apps; their Android device can only download  
3 apps distributed in the Google Play Store or in another pre-installed app store that Google pre-approved  
4 an OEM to offer on its devices.<sup>39</sup>

5 80. According to the Majority Staff of the Subcommittee on Antitrust, Commercial and  
6 Administrative Law of the House Committee on the Judiciary, other app stores and the sideloading of  
7 apps “do not provide meaningful alternatives to the Google Play Store,” and “[t]he dual dominance of  
8 the Play Store and the Android ecosystem enable Google to exert control and engage in conduct that  
9 harms competition by exploiting, excluding, and discriminating against rivals.”<sup>40</sup>

10 81. Thus, app developers cannot reach APP users unless they agree to distribute their apps  
11 through the Google Play Store or through a separate Google-approved, OEM-offered app store. Google’s  
12 security pretext is an excuse to further restrict an app developer’s ability to reach Android users, in  
13 contrast to personal computers, where users can securely purchase and download new software without  
14 being limited to a single source owned by the PC’s manufacturer.

15 82. Additionally, apps downloaded or “sideloaded” from competing app stores, or apps  
16 directly downloaded from a developer’s website, may not be automatically uploaded in the background.  
17 Thus, direct downloading is not a viable way for competing app stores to reach Android users, any more  
18 than it is a viable alternative for single apps. The only difference is that app stores do not have any  
19 alternative, ensuring that Android users have no choice but to use Google Play Store. Google’s barriers  
20 erected against competing app distributors also are not the least restrictive means necessary to achieve  
21 any legitimate security objectives.

22 83. But for Google’s anticompetitive acts, as on a personal computer, Android users could  
23 download apps from developers’ websites, rather than through an app store. There is no justification that  
24

25 <sup>38</sup> Google Advanced Protection Program, GOOGLE, <https://landing.google.com/advancedprotection/>.  
(last accessed Oct. 4, 2020).

26 <sup>39</sup> *Id.*

27 <sup>40</sup> *Investigation of Competition in Digital Markets, supra* n.10 at 221.

1 downloading and installing an app on a mobile device is different. Millions of personal computer users  
2 safely download and install software directly, such as through Google's own Chrome browser or Mozilla  
3 Firefox.

4 84. But for Google's restrictions on direct downloading, app distributors and developers  
5 would directly distribute their stores and apps to consumers. As explained above, Google makes direct  
6 downloading substantially and unnecessarily difficult, and in some cases prevents it entirely, further  
7 restricting any distribution channel.

8 85. There is no legitimate justification for Google's conduct challenged herein, and even if  
9 there were, Google has not adopted the least restrictive means for achieving it. For decades, PC users  
10 have installed software acquired from various sources without being deterred by anything like the  
11 obstacles set up by Google. A PC user can access an internet webpage, download and install an  
12 application, and be up and running, often in a matter of minutes. Security screening is conducted by  
13 security software operating in the background, allowing users to download software from any source they  
14 choose, unlike Android.

15 86. Through these anticompetitive acts, including contractual provisions and exclusionary  
16 obstacles, Google has willfully obtained a virtual monopoly over Android mobile app distribution and in  
17 the Android App Store Market. Google Play Store downloads have accounted for more than 90% of  
18 downloads through Android app stores, dwarfing other available distribution channels.

19 *d. Anticompetitive Effects in the Android App Store Market*

20 87. Google's anticompetitive conduct forecloses competition in the Android App Store  
21 Market, affecting interstate commerce with respect to this Market, causing anticompetitive harm and  
22 antitrust injury to consumers.

23 88. Google's anticompetitive conduct forces OEMs to commit valuable home screen space to  
24 the Google Play Store (and other required Google applications), with no regard for the OEM's  
25 preferences, including having other app stores/developers' icons on the home page. These requirements  
26 limit OEMs' ability to compete with each other on price and quality of distribution platforms for mobile  
27

1 apps. Google’s restrictions additionally interfere with OEMs’ ability to compete with each other in being  
2 able to offer consumers Android devices with customized pre-installed apps curated to specific categories  
3 of mobile device consumers.

4 89. Google’s anticompetitive conduct harms consumers by, among other things, impeding  
5 competition among app distributors, who would otherwise innovate new models of app distribution and  
6 provide consumers choices that extend beyond Google’s app store.

7 90. Consumers are harmed, damaged and injured by Google’s supra-competitive charges of  
8 30% on the purchase price of apps and in-app purchases sold through the Google Play Store, which is a  
9 much higher transaction fee than would exist in a competitive market unimpaired by Google’s  
10 anticompetitive conduct. Google’s supra-competitive prices reduce the output of mobile apps and related  
11 content by reducing app developers’ incentives and capital to develop new apps and content.

12 91. As explained by the Majority Staff of the Subcommittee on Antitrust, Commercial and  
13 Administrative Law of the House Committee on the Judiciary: “Developers have . . .said that the 30%  
14 commissions charged by app stores have led them to increase prices for consumers and diminished  
15 innovation by software developers.”<sup>41</sup>

16 92. Google’s restraint of the Android App Store Market hinders the ability and incentive for  
17 competing app stores, limiting consumers’ ability to discover new apps of interest to them. If there were  
18 more competing app stores, this would permit additional platforms to feature more and more diverse  
19 collections of apps. Instead, consumers are left to search for millions of apps in one monopolized app  
20 store, where Google controls which apps are featured, identified or prioritized in user searches.

21  
22  
23  
24  
25  
26  
27 <sup>41</sup> *Investigation of Competition in Digital Markets, supra* n.10 at 100.



1           **C.     Google Unlawfully Maintains A Monopoly In The Android In-App Payment**  
2           **Processing Market**

3           **1.     Android In-App Payment Processing Constitutes a Relevant Product**  
4           **Market**

5           93.     The relevant antitrust market for processing payment for digital content, including virtual  
6 gaming products, within Android apps is the “Android In-App Payment Processing Market”. The  
7 Android In-App Payment Processing Market consists of the payment processing solutions that Android  
8 developers could integrate into their Android apps to process the purchase of in-app digital content.

9           94.     For applications purchased through the Google Play Store, Google requires use of Google  
10 Play Billing to process in-app purchases of digital content and for all purchases within Android games<sup>42</sup>  
11 Because 90% or more of Android-compatible mobile app downloads through an app store occur in the  
12 Google Play Store,<sup>43</sup> Google has a monopoly in this the Android In-App Payment Processing Market.

13           95.     By selling digital content within a mobile app rather than directly charging for the app  
14 itself, app developers can make an app widely accessible to all users, then generate revenue to fund  
15 development of new apps. For example, by allowing users of gaming apps to play games without up-  
16 front costs, developers permit more players try a game “risk free” and only pay for what they want to  
17 access. Many games are free to download and play but make additional content available for in-app  
18 purchases on an à la carte basis or via a subscription-based service.

19           96.     Google offers separate payment solutions for the purchase of digital content than it does  
20 for other types of purchases, even within mobile apps. Google Play Billing can be used for the purchase  
21 of digital content and virtual gaming products.

22           97.     Google’s anticompetitive conduct ensures that Android app developers cannot integrate  
23 compatible payment processors into their apps to facilitate the purchase of in-app digital content. Nor

---

24 <sup>42</sup> Play Console Help, Policy Center, Monetization and Ads, *Payments*, GOOGLE,  
25 <https://support.google.com/googleplay/android-developer/answer/9858738>, (last accessed Oct. 8,  
26 2020).

27 <sup>43</sup> Press Release, Antitrust: Commission fines Google €4.34 billion for illegal practices regarding  
28 Android mobile devices to strengthen dominance of Google’s search engine, *supra* n.9.

1 can app developers utilize any one of the many electronic payment processing options available to  
2 process in-app purchases and other transactions. Instead, Google conditions developers' access to the  
3 dominant Google Play Store on an agreement to use Google Play Billing<sup>44</sup> to process in-app purchases  
4 of digital content. This directly affects consumers.

5 98. Absent Google's anticompetitive conduct, app developers would integrate payment  
6 processors into their apps to facilitate in-app purchases or develop such functionality themselves. App  
7 developers would be able to offer consumers a choice among multiple payment processors for each  
8 purchase, comparable to options of using different credit cards, Apple pay, etcetera at brick-and-mortar  
9 stores or on websites. This would result in lower prices for consumers.

10 **2. Google's Monopoly Power In The Android In-App Payment Processing**  
11 **Market**

12 99. Google has monopoly power in the Android In-App Payment Processing Market,  
13 including the relevant antitrust sub-market for the processing of payments for the purchase of virtual  
14 products within mobile apps games (the "Android Games Payment Processing Market").

15 100. The geographic scope of the Android In-App Payment Processing Market is worldwide,  
16 excluding China. Outside China, in-app payment processing tools, such as Google Play Billing, are  
17 available on a worldwide basis. By contrast, in-app payment processing tools available in China are not  
18 available outside of China, including because Google prevents the use of non-Google payment processing  
19 tools for all apps distributed through the Google Play Store, which dominates distribution of apps outside  
20 of China.

21 101. The geographic scope of the Android In-App Payment Processing Market includes a  
22 separate sub-market within the United States which operates as described throughout this Complaint.

23 102. Google charges a 30% commission for Google Play Billing. This rate reflects Google's  
24 market power, which allows it to charge consumers supra-competitive prices for payment processing  
25 within the Android In-App Payment Processing Market. The cost of alternative electronic payment

26 \_\_\_\_\_  
27 <sup>44</sup> *Payments, supra* n.42.

1 processing tools, which are prohibited by Google for apps and in-app purchases through the Google Play  
2 Store, are as little as one tenth of the 30% cost of Google Play Billing.

3 103. For example, the electronic processing payment rate for online payment processing  
4 company PayPal is 2.9%,<sup>45</sup> for Stripe it is 2.9%,<sup>46</sup> and for Square it ranges from 2.6%-3.5%,<sup>47</sup> all of  
5 which are substantially less than the supra-competitive rate that Google charges.

6 **3. Google's Anticompetitive Conduct in the Android In-App Payment Processing**  
7 **Market**

8 104. Through provisions of Google's DDA imposed on all app developers seeking access to  
9 Android users, Google unlawfully ties its Google Play Store, through which it has a monopoly in the  
10 Android App Store Market, to its own in-app payment processing tool, Google Play Billing. Section 3.2  
11 of the DDA requires that Android app developers enter into a separate agreement with Google's payment  
12 processor, Google Payment, to receive payment for and from apps and in-app digital content.<sup>48</sup>

13 105. Section 4.1 of the DDA makes compliance with Google's Developer Program Policies  
14 mandatory and those Policies require in relevant part that (1) app developers offering products within a  
15 game downloaded on Google Play or providing access to game content must use Google Play In-app  
16 Billing as the method of payment; and (2) app developers offering products within another category of  
17 app downloaded on Google Play must use Google Play In-app Billing as the method of payment, except  
18 when the payment is solely for physical products or is for digital content that may be consumed outside  
19 of the app itself (e.g., songs that can be played on other music players).<sup>49</sup>

20  
21  
22 <sup>45</sup> PayPal Editorial Staff, *Credit card processing fees: What business owners need to know*, PAYPAL,  
23 (May 15, 2020), [https://www.paypal.com/us/brc/article/understanding-merchant-credit-card-  
24 processing-fees](https://www.paypal.com/us/brc/article/understanding-merchant-credit-card-processing-fees).

25 <sup>46</sup> Pricing, *Pricing built for businesses of all sizes. Always know what you'll pay.*, STRIPE,  
26 <https://stripe.com/pricing>. (last accessed Oct. 4, 2020).

27 <sup>47</sup> *How much does Square cost?*, SQUARE, INC., [https://squareup.com/us/en/pricing?solution=pricing-in-  
28 person-payments](https://squareup.com/us/en/pricing?solution=pricing-in-person-payments). (last accessed Oct. 4, 2020).

<sup>48</sup> See *Google Play Developer Distribution Agreement*, supra n.28.

<sup>49</sup> *Id.*

1           106. Google’s unlawful restraints in the DDA prevent app developers from integrating  
2 alternative, and multiple, payment processing solutions into their mobile apps, depriving consumers the  
3 availability of competing payment processors with lower fees.

4           107. Google has no legitimate justification for this conduct. If, for example Google was  
5 concerned about the security of its users’ payment information, then it would not permit alternative  
6 payment processing for certain transactions made on Android phones for physical products or digital  
7 content consumed outside an app.<sup>50</sup> But Google *does* allow alternative payment processing tools in that  
8 context, with no compromise to security.<sup>51</sup>

9           **4. Anticompetitive Effects in the Android In-App Payment Processing**

10           108. Google’s conduct harms competition in the Android In-App Payment Processing Market  
11 (including the Android Games Payment Processing Market) and injures consumers, app developers, and  
12 competing in-app payment processors.

13           109. Google’s conduct harms would-be competitor in-app payment processors who would  
14 otherwise be free to offer consumers alternative payment processing tools with lower prices and  
15 improved functionality.

16           110. Google also harms consumers by requiring that in-app purchases are transacted through  
17 Google Play Billing, preventing app developers from providing customer service to consumers without  
18 Google’s involvement. Google has minimal incentive to compete through improved customer service  
19 because it faces no competition. In obtaining information concerning app developers’ transactions with  
20 their customers, Google has an anticompetitive edge in its advertising, whether or not app developers and  
21 consumers want to share their information with Google. In these ways as well as others, Google directly  
22 harms app developers’ relationships with consumer who use their apps and make in-app purchases.

23           111. Google raises consumer prices through its supra-competitive 30% tax on app and in-app  
24 purchases, a fee that consumers would not be paying in a competitive payment processing market. These  
25

---

26 <sup>50</sup> *Id.*

27 <sup>51</sup> *Id.*

1 prices reduce app developers' incentives to invest in and create additional apps and in-app content for  
2 consumers.

3 **VI. ANTITRUST INJURY**

4 112. Plaintiffs and Class members have suffered antitrust injury as a direct result of Google's  
5 unlawful conduct.

6 113. By unlawfully restricting competition in the Android App Store Market, Google's  
7 unlawful conduct has enabled it to charge supra-competitive prices to consumers.

8 114. By unlawfully impairing competition in the Android In-App Payment Processing Market,  
9 Google's unlawful conduct has enabled it to charge supra-competitive prices to consumers.

10 115. Plaintiffs and Class members are the direct purchasers of Android apps and in-app  
11 purchases. When Plaintiffs and Class members purchase Android apps, they do so directly on Google  
12 Play and pay Google directly, using their credit card or other payment sources. When Plaintiffs and Class  
13 members purchase in-app digital content, they do through Google Play, using the payment source set up  
14 when purchasing that app or other apps on Google Play. When Plaintiffs and Class members purchase  
15 the in-app digital content, they pay/paid Google directly.

16 **VII. CLASS ALLEGATIONS**

17 116. Plaintiffs bring this action on behalf of themselves and as a class action pursuant to  
18 Federal Rules of Civil Procedure 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure on  
19 behalf of the following class (the "Class"):

20 **All persons in the United States who purchased an app or in-app**  
21 **product or service on the Google Play Store.**

22 117. Excluded from the Class are Defendants; Defendants' current or former officers, directors,  
23 employees, agents and/or representatives; Defendants' affiliates and subsidiaries; any entity in which any  
24 Defendant has a controlling interest; any judicial officer presiding over this action and the members of  
25 his/her immediate family and judicial staff, any juror assigned to this action; and all governmental  
26 entities.

1           118. The Class is readily ascertainable and the records for the Class should exist, including,  
2 specifically, within Defendants' own records and transaction data.

3           119. Due to the nature of the trade and commerce involved, there are least one million  
4 geographically-dispersed members in the Class, the exact number and their identities being known to  
5 Defendants, such that individual joinder in this case is impracticable.

6           120. Plaintiffs' claims are typical of the claims of the members of the proposed Class. Plaintiffs  
7 and members of the Class sustained damages arising out of Defendants' common course of conduct in  
8 violation of the laws alleged herein. The damages and injuries of each member of the Class were directly  
9 caused by Defendants' wrongful conduct.

10           121. Plaintiffs and their counsel will fairly and adequately protect and represent the interests  
11 of the Class. Counsel for Plaintiffs are experienced in complex class action litigation, including antitrust  
12 litigation, and will vigorously assert the claims of Class members. Plaintiffs will represent and protect  
13 the interests of the proposed Class both fairly and adequately. Plaintiffs have no interests that are  
14 antagonistic to those of the proposed Class, and their interests do not conflict with the interests of the  
15 proposed Class members they seek to represent.

16           122. Numerous questions of law and fact are common to the claims of Plaintiffs and members  
17 of the proposed Class, and those questions predominate over any questions affecting only individual  
18 members of the Class. These common questions of law and fact include, but are not limited to:

- 19           • Whether there is a relevant Android App Store Market;
- 20           • Whether there is a relevant worldwide geographic market, excluding China;
- 21           • Whether Google unlawfully obtained and/or maintained monopoly power in the  
22           market for Android App Stores;
- 23           • Whether competition in the Android App Store Market has been restrained and  
24           harmed by Google's monopolization and anticompetitive restrictions;
- 25           • Whether there is a relevant Android In-App Payment Processing Market;
- 26
- 27
- 28

- 1 • Whether Google unlawfully obtained and/or maintained monopoly power in the
- 2 Android In-App Payment Processing Market;
- 3 • Whether competition in the Android In-App Payment Processing Market has been
- 4 restrained and harmed by Google’s monopolization and anticompetitive
- 5 restrictions;
- 6 • Whether Google’s contractual restrictions for Google Play further Google’s
- 7 attempt to monopolize the Android App Store Market;
- 8 • Whether Google’s restrictions on sideloading apps is an attempt to, and does
- 9 further maintain Google’s monopoly over the Android App Store Market;
- 10 • Whether Google’s conduct results in supra-competitive prices for Android apps,
- 11 in-app purchases, and/or subscriptions to apps obtained in the Google Play Store;
- 12 • Whether Plaintiffs and Class members have been harmed by Google’s unlawful
- 13 practices;
- 14 • Whether Plaintiffs and Class members are entitled to injunctive relief; and
- 15 • The appropriate Class-wide measures of damages

16 123. A class action is superior to other available methods for the fair and efficient adjudication  
17 of this controversy. The prosecution of separate actions by individual members of the Class would impose  
18 heavy burdens on the courts and Defendants and would create a risk of inconsistent or varying  
19 adjudications of the questions of law and fact common to the Class. A class action, on the other hand,  
20 would achieve substantial economies of time, effort, and expense and would assure uniformity of decision  
21 as to persons similarly situated without sacrificing procedural fairness or bringing about other undesirable  
22 results. Absent a class action, it would not be feasible for the vast majority of the Class members to seek  
23 redress for the violations of law alleged herein.

1 **VIII. CAUSES OF ACTION**

2 **COUNT 1**

3 **SHERMAN ACT § 2**

4 **UNLAWFUL MONOPOLY AND/OR MAINTENANCE OF MONOPOLY**

5 **For Damages and Injunctive Relief**

6 **(Against All Defendants)**

7 124. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
8 allegation in the Complaint as if fully set forth herein.

9 125. Google's conduct violates § 2 of the Sherman Act, which prohibits the  
10 "monopoliz[ation of] any part of the trade or commerce among the several States, or with foreign  
11 nations." 15 U.S.C. § 2.

12 126. The Android App Store Market and the Android In-App Payment Processing Market  
13 (including the Android Games Payment Processing Market) are valid and relevant antitrust markets.

14 127. Google holds monopoly power in each of the foregoing markets.

15 128. Google has unlawfully maintained monopoly power in foregoing markets through the  
16 anticompetitive acts described herein, including, but not limited to: (1) impermissibly and unjustifiably  
17 interfering with consumers' ability to purchase apps and in-app purchases outside the Google Play Store;  
18 (2) impermissibly and unjustifiably interfering with consumers' ability to use payment processing tools,  
19 other than Google Play Billing, for in-app purchases; (3) conditioning licensing of the Google Play Store,  
20 as well as other essential Google services and the Android trademark, on OEMs' agreement, giving the  
21 Google Play Store preferential placement and treatment; (4) imposing technical restrictions and obstacles  
22 on both OEMs and app developers that prevent the distribution of Android apps to consumers through  
23 means other than the Google Play Store; and (3) conditioning app developers' ability to effectively  
24 advertise their apps to Android users on being listed in the Google Play Store.

25 129. Google's conduct affects a substantial volume of interstate as well as foreign commerce.

26 130. Google's conduct has substantial anticompetitive effects, including increased prices to  
27 consumers, reduced innovation and quality of service, and lowered output.



1 131. Plaintiffs were injured and damaged by Defendants’ anticompetitive conduct in a manner  
2 that the antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for  
3 apps and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
4 Google Play Store and lower cost alternatives, that would have been available had Google not engaged  
5 in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages and  
6 irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
7 Google’s anticompetitive conduct.

8 **COUNT 2**  
9 **SHERMAN ACT § 1**  
10 **UNLAWFUL RESTRAINTS OF TRADE**  
11 **For Damages and Injunctive Relief**  
12 **(Against All Defendants)**

13 132. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
14 allegation in the Complaint as if fully set forth herein.

15 133. Defendants’ conduct violates §1 of the Sherman Act, which prohibits “[e]very contract,  
16 combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the  
17 several States, or with foreign nations.” 15 U.S.C. § 1.

18 134. Google entered into agreements with third parties that unreasonably restrict competition  
19 in the Android App Store Market and the Android In-App Payment Processing Market (including the  
20 Android Games Payment Processing Market).

21 135. These include (i) MADA with OEMs that condition their access to the Google Play Store  
22 and other “must have” Google services on the OEM offering the Google Play Store as the primary (and  
23 often the only) viable app store on Android mobile devices; and (ii) agreements with app developers that  
24 restrict the use of payment processing systems other than Google Play Billing.

25 136. These agreements serve no legitimate or pro-competitive purpose that justify their  
26 anticompetitive effects, and they unreasonably restrain competition in the foregoing markets.

27 137. Google’s conduct affects a substantial volume of interstate as well as foreign commerce.  
28

1 138. Google’s conduct has substantial anticompetitive effects, including increased prices to  
2 consumers, reduced innovation and quality of service, and lowered output.

3 139. Plaintiffs were harmed and injured by Defendants’ anticompetitive conduct in a manner  
4 that the antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for  
5 apps and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
6 Google Play Store and lower cost alternatives that would have been available had Google not engaged in  
7 the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages and irreparable  
8 injury, and such damages and injury will not abate until an injunction is entered ending Google’s  
9 anticompetitive conduct.

10 **COUNT 3**  
11 **CALIFORNIA CARTWRIGHT ACT**  
12 **For Damages and Injunctive Relief**  
13 **(Against all Defendants)**

14 140. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
15 allegation in the Complaint as if fully set forth herein.

16 141. Google’s acts and practices detailed above violate the Cartwright Act, Cal. Bus. & Prof.  
17 Code § 16700 *et seq.*, which prohibits, *inter alia*, the combination of resources by two or more persons  
18 to restrain trade or commerce or to prevent market competition. *See id.* §§ 16720, 16726.

19 142. Under the Cartwright Act, a “combination” is formed when the anticompetitive conduct  
20 of a single firm coerces other market participants to involuntarily adhere to the anticompetitive scheme.

21 143. The Android App Store Market and the Android In-App Payment Processing Market  
(including the Android Games Payment Processing Market) are relevant antitrust markets.

22 144. Google has monopoly power in the foregoing markets.

23 145. Google has executed agreements with OEMs that unreasonably restrict competition in the  
24 foregoing markets. Google entered into MADAs with OEMs that require OEMs to offer the Google Play  
25 Store as the primary—and practically the only—app store on Android mobile devices. These agreements  
26  
27  
28

1 further prevent OEMs from offering alternative app stores on Android mobile devices in any prominent  
2 visual positioning.

3 146. Additionally, Google conditions distribution through the Google Play Store on entering  
4 into the standardized DDA described above, including the Developer Program Policies integrated therein.  
5 Through provisions in these agreements, Google forces app developers to submit to conditions that  
6 unreasonably restrain competition in the Android App Store Market.

7 147. Section 4.5 of the DDA provides that developers “may not use Google Play to distribute  
8 or make available any Product that has a purpose that facilitates the distribution of software applications  
9 and games for use on Android devices outside of Google Play.” Section 4.1 of the DDA requires that all  
10 developers “adhere” to Google’s Developer Program Policies. Under the guise of its so-called “Malicious  
11 Behavior” Policy, Google prohibits developers from distributing apps that “download executable code  
12 [*i.e.*, code that would execute an app] from a source other than Google Play.” The DDA further reserves  
13 to Google the right to remove and disable any Android app that it determines violates either the DDA or  
14 its Developer Program Policies and to terminate the DDA on these bases. (§§ 8.3, 10.3.) These provisions  
15 prevent app developers from offering competing app stores through the Google Play Store, even though  
16 there is no legitimate technological or other impediment to distributing a competing app store through  
17 the Google Play Store.

18 148. Section 3.2 of the DDA requires that Android app developers enter into a separate  
19 agreement with Google’s payment processor, Defendant Google Payment, to receive payment for apps  
20 and content distributed through the Google Play Store. This includes payments related to in-app  
21 purchases. Further, Google’s Developer Program Policies, compliance with which Section 4.1 of the  
22 DDA makes obligatory, require that apps distributed through the Google Play Store “must use Google  
23 Play In-app Billing [offered by Google Payment] as the method of payment” for in-app purchases. While  
24 Google’s Policies exclude certain types of transactions from this requirement, such as the purchase of  
25 “solely physical products” or of “digital content that may be consumed outside of the app itself,” Google  
26  
27  
28

1 expressly and discriminatorily applies its anticompetitive mandate to every “game downloaded on  
2 Google Play” and to all purchased “game content.”

3 149. Google’s conduct has no legitimate or pro-competitive purpose or effect, and  
4 unreasonably restrains competition in the Android App Store Market and the Android In-App Payment  
5 Processing Market (including in the Android Games Payment Processing Market).

6 150. Google’s conduct and practices have substantial anticompetitive effects, including  
7 increased prices to consumers, reduced innovation, poorer customer service and lowered output.

8 151. It is appropriate to bring this action under the Cartwright Act because many of the illegal  
9 agreements were made in California and purport to be governed by California law, many affected  
10 consumers reside in California, Google has its principal place of business in California and overt acts in  
11 furtherance of Google’s anticompetitive scheme took place in California.

12 152. Plaintiffs were harmed by Defendants’ anticompetitive conduct in a manner that the  
13 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
14 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
15 Google Play Store and lower cost alternatives that would have been available had Google not engaged in  
16 the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages and irreparable  
17 injury, and such damages and injury will not abate until an injunction is entered ending Google’s  
18 anticompetitive conduct.

19 **COUNT 4**  
20 **ARIZONA UNIFORM STATE ANTITRUST ACT**  
21 **For Damages and Injunctive Relief**  
22 **(Against all Defendants)**

23 153. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
24 allegation in the Complaint as if fully set forth herein.

25 154. Google’s acts and practices detailed above violate the Arizona Uniform State Antitrust  
26 Act, Ariz. Rev. Stat. § 44-1401, *et seq.*, which prohibits, *inter alia*, combinations in restraint of, or to  
27 monopolize, trade or commerce, *id.* § 44-1402, and monopolization or attempted monopolization of trade  
28

1 or commerce for the purpose of excluding competition or controlling, fixing or maintaining prices, *id.* §  
2 44-1403.

3 155. Google's conduct and practices have substantial anticompetitive effects in Arizona,  
4 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
5 output.

6 156. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
7 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
8 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
9 Google Play Store and lower cost market alternatives that would have been available had Google not  
10 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
11 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
12 Google's anticompetitive conduct.

13 **COUNT 5**  
14 **DISTRICT OF COLUMBIA ANTITRUST ACT**  
15 **For Damages and Injunctive Relief**  
16 **(Against all Defendants)**

17 157. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
18 allegation in the Complaint as if fully set forth herein.

19 158. Google's acts and practices detailed above violate the District of Columbia Antitrust Act,  
20 D.C. Code § 28-4501, *et seq.*, which prohibits, *inter alia*, combinations in restraint of, or to monopolize,  
21 trade or commerce, *id.* § 28-4502, and monopolization or attempted monopolization over any part of  
22 trade or commerce for the purpose of excluding competition or controlling, fixing or maintaining prices,  
23 *id.* § 28-4503.

24 159. Google's conduct and practices have substantial anticompetitive effects in the District of  
25 Columbia, including increased prices to consumers, reduced innovation, poorer customer service, and  
26 lowered output.





1 *id.* § 553.4, and the monopolization or attempted monopolization of a market for the purpose of excluding  
2 competition or of controlling, fixing, or maintaining prices, *id.* § 553.5.

3 171. Google’s conduct and practices have substantial anticompetitive effects in Iowa, including  
4 increased prices to consumers, reduced innovation, poorer customer service, and lowered output.

5 172. Plaintiffs were harmed by Defendants’ anticompetitive conduct in a manner that the  
6 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
7 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
8 Google Play Store and lower cost market alternatives that would have been available had Google not  
9 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
10 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
11 Google’s anticompetitive conduct.

12 **COUNT 9**  
13 **KANSAS RESTRAINT OF TRADE ACT**  
14 **For Damages and Injunctive Relief**  
15 **(Against all Defendants)**

16 173. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
17 allegation in the Complaint as if fully set forth herein.

18 174. Google’s acts and practices detailed above violate the Kansas Restraint of Trade Act, Kan.  
19 Stat. § 50-101, *et seq.*, which prohibits, *inter alia*, combinations to create or carry out restrictions in trade  
20 or commerce, increase the price of merchandise, or prevent competition in the sale of merchandise, *id.*

21 175. Google’s conduct and practices have substantial anticompetitive effects in Kansas,  
22 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
23 output.

24 176. Plaintiffs were harmed by Defendants’ anticompetitive conduct in a manner that the  
25 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
26 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
27 Google Play Store and lower cost market alternatives that would have been available had Google not  
28



1 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
2 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
3 Google’s anticompetitive conduct.

4 **COUNT 10**  
5 **MAINE MONOPOLY & PROFITEERING LAWS**  
6 **For Damages and Injunctive Relief**  
7 **(Against all Defendants)**

8 177. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
9 allegation in the Complaint as if fully set forth herein.

10 178. Google’s acts and practices detailed above violate Maine’s monopoly and profiteering  
11 laws, Me. Rev. Stat. tit. 10, § 1101, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade  
12 or commerce, *id.*, and the monopolization or attempted monopolization of any part of trade or commerce,  
13 *id.* § 1102.

14 179. Google’s conduct and practices have substantial anticompetitive effects in Maine,  
15 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
16 output.

17 180. Plaintiffs were harmed by Defendants’ anticompetitive conduct in a manner that the  
18 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
19 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
20 Google Play Store and lower cost market alternatives that would have been available had Google not  
21 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
22 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
23 Google’s anticompetitive conduct.



1 186. Google's acts and practices detailed above violate Massachusetts' consumer protection  
2 laws, Mass. Gen. Laws ch. 93A, § 1, *et seq.*, which prohibit, *inter alia*, unfair methods of competition  
3 and unfair or deceptive acts or practices in the conduct of any trade or commerce, *id.* § 2.

4 187. Google's conduct and practices have substantial anticompetitive effects in Massachusetts,  
5 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
6 output.

7 188. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
8 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
9 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
10 Google Play Store and lower cost market alternatives that would have been available had Google not  
11 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
12 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
13 Google's anticompetitive conduct.

14 **COUNT 13**  
15 **MICHIGAN ANTITRUST REFORM ACT**  
16 **For Damages and Injunctive Relief**  
**(Against all Defendants)**

17 189. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
18 allegation in the Complaint as if fully set forth herein.

19 190. Google's acts and practices detailed above violate the Michigan Antitrust Reform Act,  
20 Mich. Comp. Laws § 445.771, *et seq.*, which prohibits, *inter alia*, combinations in restraint of, or to  
21 monopolize, trade or commerce, *id.* § 445.772, and the establishment or attempted establishment of a  
22 monopoly of trade or commerce for the purpose of excluding or limiting competition or controlling,  
23 fixing, or maintaining prices, *id.* § 445.773.

24 191. Google's conduct and practices have substantial anticompetitive effects in Michigan,  
25 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
26 output.



1 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
2 Google's anticompetitive conduct.

3 **COUNT 15**  
4 **MISSISSIPPI ANTITRUST LAWS**  
5 **For Damages and Injunctive Relief**  
6 **(Against all Defendants)**

7 197. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
8 allegation in the Complaint as if fully set forth herein.

9 198. Google's acts and practices detailed above violate Mississippi's antitrust laws, Miss.  
10 Code. § 75-21-1, *et seq.*, which prohibit, *inter alia*, combinations inimical to the public welfare that  
11 restrain trade, increase the price of a commodity, or reduce the production of a commodity, *id.*

12 199. Google's conduct and practices have substantial anticompetitive effects in Mississippi,  
13 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
14 output.

15 200. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
16 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
17 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
18 Google Play Store and lower cost market alternatives that would have been available had Google not  
19 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
20 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
21 Google's anticompetitive conduct.

22 **COUNT 16**  
23 **NEBRASKA JUNKIN ACT**  
24 **For Damages and Injunctive Relief**  
25 **(Against all Defendants)**

26 201. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
27 allegation in the Complaint as if fully set forth herein.









1 219. Google's conduct and practices have substantial anticompetitive effects in New York,  
2 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
3 output.

4 220. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
5 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
6 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
7 Google Play Store and lower cost market alternatives that would have been available had Google not  
8 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
9 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
10 Google's anticompetitive conduct.

11 **COUNT 21**  
12 **NORTH CAROLINA ANTITRUST LAWS**  
13 **For Damages and Injunctive Relief**  
14 **(Against all Defendants)**

15 221. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
16 allegation in the Complaint as if fully set forth herein.

17 222. Google's acts and practices detailed above violate North Carolina's antitrust laws, N.C.  
18 Gen. Stat. § 75-1, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or commerce, *id.*  
19 § 75-1, and the monopolization or attempted monopolization of any part of trade or commerce, *id.* § 75-  
20 2.1.

21 223. Google's conduct and practices have substantial anticompetitive effects in North Carolina,  
22 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
23 output.

24 224. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
25 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
26 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
27 Google Play Store and lower cost market alternatives that would have been available had Google not  
28

1 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
2 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
3 Google's anticompetitive conduct.

4 **COUNT 22**  
5 **NORTH DAKOTA UNIFORM STATE ANTITRUST ACT**  
6 **For Damages and Injunctive Relief**  
7 **(Against all Defendants)**

8 225. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
9 allegation in the Complaint as if fully set forth herein.

10 226. Google's acts and practices detailed above violate the North Dakota Uniform State  
11 Antitrust Act, N.D. Cent. Code § 51-08.1-01, *et seq.*, which prohibits, *inter alia*, combinations in restraint  
12 of, or to monopolize, trade or commerce, *id.* § 51-08.1-02, and the establishment, maintenance, or use of  
13 a monopoly, or an attempt to establish a monopoly, of trade or commerce in a relevant market by any  
14 person, for the purpose of excluding competition or controlling, fixing, or maintaining prices, *id.* § 51-

15 08.1-03.  
16 227. Google's conduct and practices have substantial anticompetitive effects in North Dakota,  
17 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
18 output.

19 228. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
20 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
21 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
22 Google Play Store and lower cost market alternatives that would have been available had Google not  
23 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
24 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
25 Google's anticompetitive conduct.



1 234. Google's acts and practices detailed above violate South Dakota's antitrust laws, S.D.  
2 Codified Laws § 37-1-3.1, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or  
3 commerce, *id.*, and monopolization or attempted monopolization of trade or commerce, *id.* § 37-1-3.2.

4 235. Google's conduct and practices have substantial anticompetitive effects in South Dakota,  
5 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
6 output.

7 236. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
8 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
9 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
10 Google Play Store and lower cost market alternatives that would have been available had Google not  
11 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
12 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
13 Google's anticompetitive conduct.

14 **COUNT 25**  
15 **TENNESSEE TRADE PRACTICES ACT**  
16 **For Damages and Injunctive Relief**  
17 **(Against all Defendants)**

18 237. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
19 allegation in the Complaint as if fully set forth herein.

20 238. Google's acts and practices detailed above violate the Tennessee Trade Practices Act,  
21 Tenn. Code § 47-25-101, *et seq.*, which prohibits, *inter alia*, combinations designed, or which tend, to  
22 advance, reduce, or control the price or the cost to the producer or the consumer of any such product or  
23 article, *id.*

24 239. Google's conduct and practices have substantial anticompetitive effect in Tennessee,  
25 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
26 output.

1 240. Plaintiffs were harmed by Defendants’ anticompetitive conduct in a manner that the  
2 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
3 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
4 Google Play Store and lower cost market alternatives that would have been available had Google not  
5 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
6 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
7 Google’s anticompetitive conduct.

8 **COUNT 26**  
9 **UTAH ANTITRUST ACT**  
10 **For Damages and Injunctive Relief**  
11 **(Against all Defendants)**

12 241. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
13 allegation in the Complaint as if fully set forth herein.

14 242. Google’s acts and practices detailed above violate the Utah Antitrust Act, Utah Code §  
15 76-10-3101, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or commerce, *id.* § 76-  
16 10-3104, and monopolization or attempted monopolization of any part of trade or commerce, *id.*

17 243. Google’s conduct and practices have substantial anticompetitive effect in Utah, including  
18 increased prices to consumers, reduced innovation, poorer customer service, and lowered output.

19 244. Plaintiffs were harmed by Defendants’ anticompetitive conduct in a manner that the  
20 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
21 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
22 Google Play Store and lower cost market alternatives that would have been available had Google not  
23 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
24 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
25 Google’s anticompetitive conduct.  
26  
27  
28

**COUNT 27**

**VERMONT CONSUMER PROTECTION LAWS  
For Damages and Injunctive Relief  
(Against all Defendants)**

1  
2  
3  
4 245. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
5 allegation in the Complaint as if fully set forth herein.

6 246. Google's acts and practices detailed above violate Vermont's consumer protection laws,  
7 Vt. Stat. tit. 9, § 2451, *et seq.*, which prohibit, *inter alia*, all unfair methods of competition in commerce,  
8 *id.* § 2453.

9 247. Google's conduct and practices have substantial anticompetitive effects in Vermont,  
10 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
11 output.

12 248. Plaintiffs were harmed by Defendants' anticompetitive conduct in a manner that the  
13 antitrust laws were intended to prevent. For example, Plaintiffs paid supra-competitive prices for apps  
14 and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose between the  
15 Google Play Store and lower cost market alternatives that would have been available had Google not  
16 engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer damages  
17 and irreparable injury, and such damages and injury will not abate until an injunction is entered ending  
18 Google's anticompetitive conduct.

**COUNT 28**

**WEST VIRGINIA ANTITRUST ACT  
For Damages and Injunctive Relief  
(Against all Defendants)**

19  
20  
21  
22 249. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
23 allegation in this Complaint as if fully set forth herein.

24 250. Google's acts and practices detailed above violate West Virginia Antitrust Act, W. Va.  
25 Code §§ 47-18-1 – 47-18-23, which prohibits, *inter alia*, combinations in restraint of trade or commerce,  
26  
27

1 *id.* § 47-18-3, and the monopolization or attempted monopolization of any part of trade or commerce, *id.*  
2 § 47-18-4.

3 251. Google’s conduct and practices have substantial anticompetitive effects in West Virginia,  
4 including increased prices to consumers, reduced innovation, poorer customer service, and lowered  
5 output.

6 252. Plaintiffs have been harmed by Defendants’ anti-competitive conduct in a manner that the  
7 West Virginia Antitrust Act was intended to prevent. For example, Plaintiffs paid supra-competitive  
8 prices for apps and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose  
9 between the Google Play Store and lower cost market alternatives that would have been available had  
10 Google not engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer  
11 damages and irreparable injury, and such damages and injury will not abate until an injunction is entered  
12 ending Google’s anticompetitive conduct.

13 **COUNT 29**  
14 **WISCONSIN TRADE REGULATIONS**  
15 **For Damages and Injunctive Relief**  
16 **(Against all Defendants)**

17 253. Plaintiffs restate, re-allege, and incorporate by reference each preceding and succeeding  
18 allegation in the Complaint as if fully set forth herein.

19 254. Google’s acts and practices detailed above violate Wisconsin’s trade regulations, Wis.  
20 Stat. Ann. § 133.01, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or commerce,  
21 *id.* § 133.03, and monopolization or attempted monopolization of any part of trade or commerce, *id.*  
22 Google’s conduct and practices have substantial effects in Wisconsin, including increased prices to  
23 consumers, reduced innovation, poorer customer service, and lowered output.

24 255. Plaintiffs have been harmed by Defendants’ anti-competitive conduct in a manner that  
25 Wisconsin’s trade regulations were intended to prevent. For example, Plaintiffs paid supra-competitive  
26 prices for apps and/or in-app purchases. Additionally, Plaintiffs were deprived of the ability to choose  
27 between the Google Play Store and lower cost market alternatives that would have been available had  
28

1 Google not engaged in the misconduct challenged herein. Plaintiffs have suffered and continue to suffer  
2 damages and irreparable injury, and such damages and injury will not abate until an injunction is entered  
3 ending Google's anticompetitive conduct.

4 **IX. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in favor of Plaintiffs  
6 and against Defendants and order the following relief:

7 A. Certification of the action as a Class Action pursuant to Federal Rule of Civil Procedure  
8 23, and appointment of Plaintiffs as Class Representatives and their counsel of record as Class Counsel;

9 B. Preliminarily and permanently enjoining Defendants from engaging in the wrongful  
10 conduct alleged herein;

11 C. Declaring Defendants' conduct unlawful under the statutes and causes of action alleged  
12 herein;

13 D. Awarding Plaintiffs and the Class treble damages for injuries caused by Defendants'  
14 violations of the federal antitrust laws, California's Cartwright Act, the Arizona Uniform State Antitrust  
15 Act, the District of Columbia Antitrust Act, the Hawaii antitrust laws, the Illinois Antitrust Act, the Iowa  
16 Competition Law, the Kansas Restraint of Trade Act, Maine's monopoly and profiteering laws,  
17 Maryland's antitrust laws, Massachusetts' consumer protection laws, the Michigan Antitrust Reform Act,  
18 the Minnesota Antitrust Law of 1971, the Mississippi antitrust laws, Nebraska's Junkin Act, the Nevada  
19 Unfair Trade Practices Act, the New Hampshire Consumer Protection Act, the New Mexico Antitrust  
20 Act, New York's Donnelly Act, North Carolina's antitrust laws, the North Dakota Uniform State  
21 Antitrust Act, the Oregon Antitrust Law, South Dakota's antitrust laws, the Tennessee Trade Practices  
22 Act, the Utah Antitrust Act, Vermont's consumer protection laws, the West Virginia Antitrust Act, and  
23 Wisconsin's trade regulations; and other monetary relief, including prejudgment and post judgment  
24 interest, to the maximum extent permitted by law;

25 E. Awarding Plaintiffs and the Class reasonable attorneys' fees and costs; and

26 F. Granting such other and further relief as the Court may deem just and proper.



1 **X. JURY TRIAL DEMAND**

2 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a jury trial of  
3 all issues so triable.

4 Dated: October 9, 2020

Respectfully submitted,

5 **MILBERG PHILLIPS GROSSMAN LLP**

6  
7 */s/ David Azar*

8 

---

David Azar (State Bar No. 218319)

dazar@milberg.com

16755 Von Karman Avenue, Suite 200

Irvine, California 92606

Telephone: (212) 594-5300

Facsimile: (212) 868-1229

11 Peggy J. Wedgworth (*pro hac vice forthcoming*)

pwedgworth@milberg.com

12 Robert A. Wallner (*pro hac vice forthcoming*)

rwallner@milberg.com

13 Elizabeth McKenna (*pro hac vice forthcoming*)

emckenna@milberg.com

14 Blake Yagman (*pro hac vice forthcoming*)

byagman@milberg.com

15 Michael Acciavatti (*pro hac forthcoming*)\*

macciavatti@milberg.com

\*admitted only in Pennsylvania

16 **MILBERG PHILLIPS GROSSMAN LLP**

One Penn Plaza, Suite 1920

17 New York, New York 10119

Telephone: 212-594-5300

18 Facsimile: 212-868-1229

19  
20  
21 *Attorneys for Plaintiffs and the Proposed Class*