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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

MARY CARR, individually and on behalf of all
others similarly situated;

Plaintiffs,

vs.

GOOGLE LLC; GOOGLE IRELAND
LIMITED; GOOGLE COMMERCE
LIMITED; GOOGLE ASIA PACIFIC
PTE. LIMITED; and GOOGLE
PAYMENT CORP.;

Defendants.

CASE NO. 5:20-CV-5761

**COMPLAINT
(CLASS ACTION)**

JURY TRIAL DEMANDED

1 Plaintiff Mary Carr, on behalf of herself and all others similarly situated, brings this class
2 action against Defendants Google LLC; Google Ireland Ltd.; Google Commerce Ltd.; Google
3 Asia Pacific Pte. Ltd; and Google Payment Corp. (collectively, “Google”), and alleges as follows:

4 **INTRODUCTION**

5 1. Consumers and businesses worldwide rely on smart mobile devices such as
6 smartphones and tablets for work, news, entertainment and communication. These devices are
7 enhanced through software products known as mobile applications or “apps.” Apps allow a user to
8 personalize their device to meet their specific needs and interests. Consequently, a mobile device
9 that provides seamless access to and use of a wide variety of apps is valuable to consumers across
10 the globe.

11 2. Like personal computers, smart mobile devices use an operating system or “OS” to
12 provide core device functionality and enable the operation of compatible apps. The commercial
13 viability of an OS for mobile devices (a “mobile OS”) depends in large part on the availability,
14 number, and variety of compatible apps that cater to the preferences and needs of users.

15 3. Google controls the most pervasive mobile OS: the Android OS. Android OS is used
16 by billions of users around the world, and boasts nearly 3 million compatible apps. For companies
17 that design and sell smart mobile devices, known as original equipment manufacturers (“OEMs”),
18 Android is the only commercially viable OS that is widely available to license. Stated simply, OEMs
19 have a single mobile OS option: Google’s Android OS. Consequently, Google enjoys monopoly
20 power over the market for mobile OS that are available for license by OEMs.

21 4. Google is not, however, satisfied with its control of the market for Android OS. To
22 further strengthen its monopoly power, Google erected contractual and technological barriers that
23 foreclose Android users’ ability to utilize app distribution platforms other than Google Play Store.
24 This ensures that the Google Play Store accounts for nearly all the app downloads from app stores

1 on Android devices. Google thus maintains a monopoly over the market for distributing mobile apps
2 to Android users (hereafter, the “Android App Distribution Market”).

3 5. For example, Google bundles the Google Play Store with other Google services that
4 Android OEMs must provide on their devices (such as Gmail, Google Search, Google Maps, and
5 YouTube). Then, as a condition to license those services, Google requires an OEM to pre-install
6 the Google Play Store and prominently display it, while at the same time interfering with an OEM’s
7 ability to make third-party app stores or apps available on their devices. These restrictions
8 effectively foreclose competing app stores—and even single apps—from a primary distribution
9 channel.

10 6. But the OEMs are not Google’s only avenue of implementing its anticompetitive
11 scheme. Google also enforces anticompetitive restrictions against app developers. Specifically,
12 Google contractually prohibits app developers from offering an app through the Google Play Store
13 that is, in turn, used to download other apps. Additionally, Google forces app developers to distribute
14 their apps through the Google Play Store to take advantage of advertising channels controlled by
15 Google, such as ad placements on Google Search or YouTube that are specially optimized to
16 advertise mobile apps. Because Google also has a monopoly in internet searches, app developers
17 have no choice but to acquiesce to Google’s anticompetitive restrictions on Google Play.

18 7. Finally, Google stifles or blocks consumers’ ability to download alternative app
19 stores and apps directly from developers’ websites. Downloading apps on an Android device outside
20 of Google Play requires multiple steps that require the user to, among other things, change default
21 settings and click through multiple warnings. Even if a user runs this gauntlet and manages to install
22 a competing app store, Google protects the Play Store’s competitive advantage by blocking the
23 alternative store from offering basic functions, such as automatic “background” updates of the kind
24 seamlessly available for apps downloaded from the Google Play Store.

1 8. Through its behavior, Google intends to eliminate consumer choice, foreclosing
2 competition in mobile app distribution. There is no legitimate procompetitive justification for
3 Google’s conduct and restrictions.

4 9. Google also imposes anticompetitive restrictions in the separate market for Android
5 In-app Payment Processing. App developers frequently sell digital content for consumption within
6 an app itself (also known as an “in-app purchase”). These in-app purchases require seamless payment
7 processing tools. An app developer may create its own payment mechanism or utilize a payment
8 processing tool offered by third parties.

9 10. Google, however, conditions the right to distribute an app through Google Play Store
10 on a developer’s agreement to exclusively use Google’s own payment processing tool, Google Play
11 Billing, to process in-app purchases. App developers cannot even offer users other payment
12 processing options alongside Google Play Billing. This essentially forces app developers to use both
13 Google Play Store and Google Play Billing because Google’s monopoly over the Android App
14 Distribution Market means developers cannot circumvent this anticompetitive tie by distributing
15 their content through a channel other than the Google Play Store.

16 11. Google’s decision to tie app distribution to in-app purchase billing means that for
17 every in-app purchase, just as for the initial app purchase, it is Google, not the app developer, that
18 first collects payment. Google then taxes the transaction at an exorbitant 30% supra-competitive
19 rate, remitting the remaining 70% to the developer. This 30% commission is up to ten times higher
20 than the toll charged by other electronic payment options.

21 12. Further, by interposing itself as an intermediary in every digital content purchase
22 conducted within an Android-distributed app, Google is able to collect user’s personal information,
23 which Google then uses to give an anticompetitive edge to its own advertising services and mobile
24 app development business.

1 13. But for Google’s monopolistic conduct, competitors could offer consumers and
2 developers choice in distribution and payment processing. Entities wishing to distribute apps
3 through a competing store could offer developers greater innovation and enhanced choices,
4 including in-app payment processing. With other viable options, app developers would not have to
5 pay Google’s supra-competitive tax of 30%. Rather, the price of distribution and payment
6 processing alike would be set by market forces. Further, users and developers—not Google—would
7 decide how (or even whether) user data was used for other purposes.

8 PARTIES

9 14. Plaintiff Mary Carr is a natural person who resides in the State of Illinois
10 (“Plaintiff”). Plaintiff purchased an app through the Google Play store and also purchased in-app
11 digital content through an app purchased from the Google Play store within the last four years.

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

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

1 17. 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
4 apps through the Google Play Store and is therefore a party to the anticompetitive contractual
5 restrictions at issue in this suit.

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

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

16 **JURISDICTION & VENUE**

17 20. This Court has subject-matter jurisdiction over Plaintiff’s federal antitrust claims
18 pursuant to the Clayton Antitrust Act, 15 U.S.C. § 26, and 28 U.S.C. §§ 1331 and 1337. The Court
19 has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367.

20 21. This Court has personal jurisdiction over the Defendants. Google LLC and Google
21 Payment are headquartered in this District. All Defendants have engaged in sufficient minimum
22 contacts with the United States and have purposefully availed themselves of the benefits and
23 protections of United States and California law, such that the exercise of jurisdiction over them

1 would comport with due process requirements. Further, the Defendants have consented to the
2 exercise of personal jurisdiction by this Court.

3 22. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Google LLC
4 and Google Payment maintain their principal places of business in the State of California and in this
5 District, because a substantial part of the events or omissions giving rise to Plaintiff's claims
6 occurred in this District, and because, pursuant to 28 U.S.C. § 1391(c)(3), any Defendants not
7 resident in the United States may be sued in any judicial district and their joinder with others shall
8 be disregarded in determining proper venue. In the alternative, personal jurisdiction and venue also
9 may be deemed proper under Section 12 of the Clayton Antitrust Act, 15 U.S.C. § 22, because
10 Defendants may be found in or transact business in this District.

11 **FACTUAL ALLEGATIONS**

12 **I. GOOGLE DOMINATES THE MERCHANT MARKET FOR MOBILE**
13 **OPERATING SYSTEMS.**

14 **A. The Merchant Market For Mobile Operating Systems.**

15 23. Smart mobile devices such as smartphones and tablets are handheld, portable
16 electronic devices that can connect wirelessly to the internet and perform multi-purpose computing
17 functions, including, among other things, Internet browsing, using social media, streaming video,
18 listening to music, or playing games. Many consumers own only a smart mobile device and no other
19 computer. Such consumers are particularly hard-hit by Google's unlawful conduct in mobile-related
20 markets.

21 24. Mobile devices require an OS that enables multi-purpose computing functionality,
22 including, but not limited to: (1) button, touch, and motion commands; (2) a "graphical user
23 interface" made up of icons indicating actions a user may take; (3) basic operations such as cellular
24 or WiFi connectivity, GPS positioning, camera and video recording, and speech recognition; and
25 (4) the installation and operation of compatible mobile apps.

1 25. An OEM must pre-install an OS on each device prior to its sale so that purchasers
2 immediately have access to basic functions like the ones described above. OEMs design mobile
3 devices to ensure compatibility with whatever OS was selected for that device. For OEMs, the
4 process of implementing a mobile OS requires significant time and investment, making switching
5 to another mobile OS difficult, expensive, and time-consuming.

6 26. The vast majority of OEMs do not develop their own OS, so they must choose and
7 license an OS for their devices. There is therefore a relevant Merchant Market for Mobile OS that
8 is comprised of mobile OS that OEMs can license for their smart mobile devices.¹ Historically, the
9 Merchant Market for Mobile OS included the Android OS, developed by Google, the Tizen mobile
10 OS, a partially open-source mobile OS that was developed by the Linux Foundation and Samsung,
11 and the Windows Phone OS developed by Microsoft.

12 27. OEMs license mobile OSs for installation on mobile devices globally, excluding
13 China.² The geographic scope of the relevant Merchant Market for Mobile OSs is therefore
14 worldwide, excluding China. Notably, OEMs outside of China must all contractually consent that
15 if their device licenses the Android OS that they will not sell devices preloaded with a competing,
16 Android-compatible mobile OS.

17 28. The geographic scope of the Merchant Market for Mobile OSs includes a separate
18 market within the United States. The U.S. Merchant Market for Mobile OSs operates as described
19 throughout this Complaint.

¹ The market does not include: (1) proprietary OSs that are not available for licensing, such as Apple's mobile OS, called iOS; (2) mobile devices that lack the multi-computing functions of smart mobile devices and tablets (*i.e.*, "flip phones"); or (3) electronic devices whose OS are not compatible with mobile device OS (*i.e.*, desktop computers or gaming systems like Xbox).

² Google's operations in China are limited for legal and regulatory reasons, and Google does not make available many of its products for mobile devices sold within China. Further, while Google contractually requires OEMs licensing Android outside of China not to sell devices with competing Android-compatible mobile OSs, it imposes no such restriction on devices sold within China.

1 **B. Google’s Monopoly Power In The Merchant Market For Mobile Operating**
2 **Systems.**

3 29. Google enjoys monopoly power in the Merchant Market for Mobile OS through its
4 Android OS. For instance, the European Commission determined the Android OS, licensed to OEMs
5 in relevant respects by Google, is installed on over 95% of all mobile devices sold by OEMs utilizing
6 a merchant mobile OS. Indeed, Android OS is installed on nearly 75% of all smart mobile devices
7 sold by OEMs, including OEMs that use a proprietary mobile OS developed exclusively for their
8 own use (such as Apple’s iOS).

9 30. A mobile ecosystem of products like apps, devices, and accessories typically
10 develops around one or more mobile OSs, such as the Android OS. The “Android ecosystem” is,
11 therefore, a system of mobile products that are inter-dependent and compatible with each other and
12 the Android OS. Ecosystem participants include Google, OEMs of Android-compatible devices,
13 developers of Android-compatible apps, Android app distribution platforms, the makers of ancillary
14 hardware such as headphones or speakers, cellular carriers, and others.

15 31. Mobile ecosystems benefit from substantial network effects—as more developers
16 design useful, compatible apps for a specific mobile OS, the more consumers will be drawn to use
17 that OS, and the more consumers using an OS, the more developers want to develop apps for it. As
18 a result, new entrants to the OS market face significant barriers to entry. A new OS is only as
19 desirable as the number of software applications running on it, and software developers are not
20 incentivized to create apps for an OS that lacks a large existing base of users.

21 32. To attract app developers and users, Google represents that Android is an “open”
22 ecosystem where any participant may create Android-compatible products without unnecessary
23 restrictions.

24 33. In fact, Google uses its Android OS to keep its ecosystem closed to any competition.
25 As the dominant OS licensor, Google recognizes that participation on its platform is a “must-have”

1 market for developers. Google only unlocks the door to its ecosystem for participants willing to
2 play by Google's rules.

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

6 35. Because of Google's monopoly power in the Merchant Market for Mobile OS,
7 OEMs, developers and users cannot choose another mobile OS. OEMs such as ZTE and Nokia
8 acknowledge that other, non-proprietary OS are poor substitutes for and not a reasonable alternative
9 to the Android OS, not least because other mobile OS do not presently support many high-quality
10 and successful mobile apps deemed essential and/or valuable by consumers. Google, therefore, has
11 constructed a market that biases consumers against devices with non-proprietary mobile OS other
12 than Android OS, while putting OEMs at Google's mercy because their devices must offer a popular
13 mobile OS and corresponding ecosystem to consumers.

14 **II. GOOGLE UNLAWFULLY MAINTAINS A MONOPOLY IN THE ANDROID**
15 **MOBILE APP DISTRIBUTION MARKET.**

16 36. Mobile apps make mobile devices more useful and valuable because they add user-
17 specific functionality like working, video chatting, banking, shopping, job hunting, photo editing,
18 reading digital news sources, editing documents, or playing a game like Hearthstone or Pokémon
19 Go. Many consumers do not even own a traditional computer. But even when a consumer can
20 perform the same or similar functions on a personal computer, the ability to access apps "on the go"
21 using a handheld, portable device remains valuable and important.

22 37. Some apps are pre-installed by OEMs. However, OEMs cannot anticipate the
23 various apps a specific consumer may want, nor should they try since that may result in a device

1 overloaded with pre-installed apps of no interest to a given consumer. Moreover, apps developed
2 after a user buys his or her mobile device cannot, as a practical matter, be pre-installed.

3 38. Consequently, mobile devices must provide a way for users to download and/or buy
4 apps post-purchase. On Android devices, this is primarily done through the Google Play Store, a
5 digital portal set up by Google. Through this Store, mobile apps can be browsed, purchased (if
6 necessary), and downloaded by a consumer. App stores such as the Google Play Store, alongside
7 other distribution platforms available to the hundreds of millions of consumers using Android-based
8 mobile devices, comprise the Android App Distribution Market, defined below.

9 39. Through various anticompetitive acts and unlawful restraints on competition, Google
10 maintains a monopoly in the Android Mobile App Distribution market, causing ongoing harm to
11 competition and injury to OEMs, app distributors, app developers, and consumers. Google's
12 restraints of trade undermine representations that "as an open platform, Android is about choice,"
13 and that app developers "can distribute [their] Android apps to users in any way [they] want, using
14 any distribution approach or combination of approaches that meets [their] needs," including by
15 allowing users to directly download apps "from a website" or even by "emailing them directly to
16 consumers." None of this is true, and Google has used anticompetitive means to ensure that this is
17 the case.

18 **A. The Android App Distribution Market.**

19 40. There is a relevant market for the distribution of apps compatible with the Android
20 OS to mobile device users (the "Android App Distribution Market"). This Market is comprised of
21 all the channels by which mobile apps may be distributed to the hundreds of millions of mobile
22 Android OS users. The Market primarily includes Google's dominant Google Play Store, with
23 smaller stores, such as Samsung's Galaxy Store and Aptoide, trailing far behind. Nominally only,

1 the direct downloading of apps without using an app store (which Google pejoratively describes as
2 “sideloading”) is also part of this market.

3 41. App stores allow consumers to use their mobile device to browse, search for, access
4 reviews on, purchase (if necessary), download, and install mobile apps. It would be commercially
5 unreasonable for an OEM to sell a smart mobile device without an app store since the ability to find,
6 purchase and/or download apps is one of the primary benefits of such devices.

7 42. App stores are OS-specific and therefore only distribute apps compatible with a
8 specific mobile OS. An Android OS owner will use an Android-compatible app store that distributes
9 only Android-compatible mobile apps. That consumer may not, for example, substitute Apple’s App
10 Store because it is not available on Android devices, not compatible with the Android OS, and does
11 not offer Android-compatible apps. Consequently, non-Android mobile app distribution platforms
12 are not part of the Android App Distribution Market.³

13 43. Notably, even if an app or game is available for different types of platforms running
14 different operating systems, only the OS-compatible version of that software can run on a specific
15 device, console, or computer. Accordingly, as a commercial reality, any app developer that wishes
16 to distribute apps for Android mobile devices must develop an Android-specific version of the app
17 that is distributed through the Android App Distribution Market.

18 44. In the alternative only, the Android App Distribution Market is a relevant,
19 economically distinct sub-market of a hypothetical broader antitrust market for the distribution of
20 mobile apps to users of all mobile devices, whether Android or Apple’s iOS.

³ These non-Android platforms would include, for example, the Windows Mobile Store used on Microsoft’s Windows Mobile OS, the Apple App Store used on Apple iOS devices, and gaming stores for specific consoles like the Sony PlayStation and/or Nintendo.

1 45. The geographic scope of the Android App Distribution Market is worldwide,
2 excluding China.⁴ Outside of China, app distribution channels like app stores, are globally
3 developed and distributed, and OEMs, in turn, make app stores like the Google Play Store globally
4 available on Android devices.

5 46. The geographic scope of the Android App Distribution Market includes a separate
6 market within the United States. The U.S. Android App Distribution Market operates as described
7 throughout this Complaint.

8 **B. Google's Monopoly Power In The Android App Distribution Market.**

9 47. Google has monopoly power in the Android App Distribution Market.

10 48. Google's monopoly power is demonstrated by its massive market share in terms of
11 apps downloaded. The European Commission determined that, within the Market, more than 90%
12 of app store downloads were processed through the Google Play Store. The European Commission
13 found the only other app store with any appreciable presence was the Windows Mobile Store, which
14 is compatible with the Windows Mobile OS (and therefore excluded from the Android App
15 Distribution Market). The Commission determined that even if the Windows Mobile Store share
16 was included in the market, the Google Play Store would still possess a market share greater than
17 90%.

18 49. Other existing Android mobile app stores cannot thwart Google's monopoly power
19 in the Android App Distribution Market because no other app store reaches nearly as many Android
20 users as the Google Play Store. The European Commission found the Google Play Store is pre-
21 installed by OEMs on practically all Android mobile devices sold outside of China. No other

⁴ China is excluded from the relevant market because legal and regulatory barriers prevent the operation of many global app stores, including the Google Play Store, within China. Additionally, app stores prevalent in China are not available, or have little presence, outside of China.

1 Android app store comes close to that number of pre-installed users. With the exception of app
2 stores designed for and installed only on mobile devices sold by particular OEMs (for example,
3 Samsung Galaxy Apps and the LG Electronics App Store), no other Android app store is pre-
4 installed on more than 10% of Android devices, and many have no appreciable market penetration
5 at all. Aptoide, for example, is an Android app store that claims to be the largest “independent” app
6 store outside of China, but it comes pre-installed on no more than 5% of Android mobile devices.

7 50. Because of Google’s monopoly over Android app distribution, there is no viable
8 substitute to distribution through the Google Play Store. As a result, the Google Play Store offers
9 over 3 million apps, including all of the most popular Android apps, compared to just 700,000 apps
10 offered by Aptoide, the Android app store with the next largest listing. The Google Play Store
11 benefits from the large number of participating app developers and users. The ever-growing variety
12 of apps attracts more and more users, and, in turn, the audience attracts app developers who wish to
13 access Android users. The system feeds itself. Consequently, Android OEMs find it commercially
14 unreasonable to make and sell phones without the Google Play Store, and they view other app stores
15 as poor substitutes because they offer fewer and less impressive apps.

16 51. As further proof of its monopoly power, Google imposes a supra-competitive
17 commission of 30% on the price of apps purchased through the Google Play Store, which is a far
18 higher commission than would exist under competitive conditions.

19 52. Google’s monopoly power in app distribution is not constrained by competition at
20 the smart mobile device level, whether the relevant market is defined as the Android App
21 Distribution Market or, in the alternative, as the App Distribution Market in general.

22 53. First, consumers are deterred from leaving the Android ecosystem due to the
23 difficulty and costs of switching. Consumers choose a smartphone based in part on the pre-installed
24 OS and its ecosystem. Once a consumer selects a smartphone, the consumer cannot replace the pre-

1 installed mobile OS with an alternative. If they want to switch OS, that consumer must purchase a
2 new mobile device. In addition, mobile OSs have different designs, controls, and functions that
3 consumers learn to navigate over time. The cost of learning to use a different mobile OS is part of
4 consumers' switching costs.

5 54. Second, switching from Android devices may result in a significant loss of personal
6 and financial investment that consumers put into the Android ecosystem. Because apps, in-app
7 content and many other products are designed for or are only compatible with a particular mobile
8 OS, switching to a new mobile OS may mean losing access to such products or to data, even if such
9 apps and products are available within the new ecosystem. A consumer switching OS would,
10 consequently, lose their investment in the Android-specific apps previously purchased and/or used.

11 55. Third, consumers have no reason to inquire, and therefore do not know about,
12 Google's anticompetitive contractual restraints and policies. Mobile device purchasers are focused
13 on design, brand, processing power, battery life, functionality and cellular plan. These features are
14 likely to play a substantially larger role in a consumer's decision as to which smart mobile device
15 to purchase than Google's anticompetitive conduct in the relevant markets.

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

1 57. Given consumers’ essentially unavoidable “lock-in” to the Android OS, developers
2 must participate in the Android ecosystem. The alternative is losing access to millions of Android
3 users.

4 **C. Google’s Anticompetitive Conduct Concerning The Android App Distribution**
5 **Market.**

6 58. Google has willfully and unlawfully maintained its monopoly in the Android App
7 Distribution Market through a series of related anticompetitive acts designed to foreclose alternative
8 and competing Android app distribution channels.

9 59. Google imposes anticompetitive restrictions on OEMs.

10 60. First, Google conditions OEM licensing of the Google Play Store, as well as other
11 essential Google services and the Android trademark, on an OEM’s agreement to provide the Google
12 Play Store with preferential treatment compared to any other competing app store.

13 61. Specifically, Android OEMs (which, as noted above, comprise virtually all OEMs
14 that obtain an OS on the merchant market) must sign a Mobile Application Distribution Agreement
15 (“MADA”) with Google. A MADA confers a license to a product bundle comprised of proprietary
16 Google apps, Google-supplied services necessary for mobile app functionality, and the Android
17 trademark. The MADA requires OEMs to locate the Google Play Store on the “home screen” of
18 each mobile device. Android OEMs must further pre-install up to 30 Google mandatory apps and
19 locate these apps on the home screen or on the next screen, occupying valuable space on each user’s
20 mobile device that otherwise could be occupied by competing app stores and other services. These
21 requirements ensure that the Google Play Store is the most visible app store any user encounters.
22 All other app stores are, therefore, at a significant disadvantage.

23 62. Absent this restraint, OEMs could pre-install and prominently display alternative app
24 stores. This would allow competing app stores to vie for prominent placement on Android devices,

1 increase exposure to consumers and, as a result, increase their ability to attract app developers to
2 their store. An app distributor could and would negotiate with OEMs to offer a prominently
3 displayed app store containing its apps, allowing it to reach more mobile users.

4 63. Second, Google interferes with OEMs' ability to distribute Android app stores and
5 apps directly to consumers outside the Google Play Store. Some OEMs might compete for buyers
6 by offering mobile devices with easy access to additional mobile app stores and apps through, for
7 instance, pre-installed and/or prominently placed icons. Even when an OEM wants to make mobile
8 apps available to consumers in this way, Google imposes unjustified and pretextual warnings about
9 the security of installing the app, even though the consumer is choosing to install the app in full
10 awareness of its source. This conduct dissuades users from downloading apps outside of the Google
11 Play Store.

12 64. Google also imposes anticompetitive restrictions on competing app distributors and
13 developers to further entrench its monopoly in Android App Distribution.

14 65. First, Google prevents app distributors from providing Android users ready access to
15 competing app stores. In other words, Google prevents developers from providing an app that, when
16 downloaded from the Google Play Store, would operate as a competing mobile storefront for other
17 app purchases. Google prohibits the distribution of any competing app store through the Google
18 Play Store, without any technological or other justification.

19 66. Google imposes this restraint through provisions of the Google Play Developer
20 Distribution Agreement ("DDA"), which Google requires all app developers to sign before they can
21 distribute their apps through the Google Play Store. Each of the Defendants, except Google
22 Payment, is a party to the DDA.

23 67. Section 4.5 of the DDA provides that developers "may not use Google Play to
24 distribute or make available any Product that has a purpose that facilitates the distribution of

1 software applications and games for use on Android devices outside of Google Play.” The DDA
2 further reserves to Google the right to remove and disable any Android app that it determines
3 violates this requirement. The DDA is non-negotiable, so developers seeking access to Android
4 users through the Google Play Store must accept Google’s standardized contract of adhesion.

5 68. In the absence of these unlawful restraints, competing app distributors could allow
6 users to replace or supplement the Google Play Store on their devices with competing app stores,
7 easily downloaded and installed through the Google Play Store. App stores could compete and
8 benefit consumers by offering lower prices and innovative app store models, such as app stores that
9 are curated to specific consumers’ interests—*e.g.*, an app store that specializes in games. Without
10 Google’s unlawful restraints, these app stores would provide additional platforms on which more
11 apps could be featured, and thereby, discovered by consumers.

12 69. Second, Google conditions app developers’ ability to effectively advertise their apps
13 to Android users on being listed in the Google Play Store. Specifically, Google markets an App
14 Campaigns program that, as Google says, allows app developers to “get your app into the hands of
15 more paying users” by “streamlin[ing] the process for you, making it easy to promote your apps
16 across Google’s largest properties.” This includes certain ad placements on Google Search,
17 YouTube, Discover on Google Search, and the Google Display Network, and with Google’s “search
18 partners,” that are specially optimized for the advertising of mobile apps. However, to access the
19 App Campaigns program, Google requires that app developers list their app in either the Google
20 Play Store (to reach Android users) or in the Apple App Store (to reach Apple iOS users). This
21 conduct further entrenches Google’s monopoly in Android App Distribution by coercing Android
22 app developers to list their apps in the Google Play Store or risk losing access to a great many
23 Android users they could otherwise advertise to, including through Google’s monopoly search
24 engine, but for Google’s restrictions.

1 70. Google directly and anticompetitively restricts how consumers discover, download
2 and install mobile apps and app stores. Although Google nominally allows consumers to directly
3 download and install Android apps and app stores—a process that Google pejoratively describes as
4 “sideloading”—Google uses the Android OS to impose a series of technological impediments
5 designed to dissuade users from direct downloads.

6 71. But for Google’s anticompetitive acts, Android users could freely download apps
7 from developers’ websites, rather than through an app store, just as they might do on a personal
8 computer. There is no reason that downloading and installing an app on a mobile device should be
9 different. Millions of personal computer users easily and safely download and install software
10 directly every day, such as Google’s own Chrome browser or Adobe’s Acrobat Reader.

11 72. Direct downloading on Android mobile devices, however, differs dramatically.
12 Google ensures that the Android process is technically complex, confusing and threatening, filled
13 with dire warnings that scare most consumers into abandoning the lengthy process.

14 73. Even after a user runs the gauntlet of warnings and threats, Google denies directly
15 downloaded apps the permissions necessary to be seamlessly updated in the background—a benefit
16 reserved solely for apps downloaded via the Google Play Store. Instead, users must manually trigger
17 these updates, which may even require revisiting the original download process, complete with its
18 hurdles and warnings. This imposes onerous obstacles on consumers who wish to keep the most
19 current version of an app on their mobile device and further drives consumers away from direct
20 downloading and toward Google’s monopolized app store.

21 74. Google further restricts direct downloading under the guise of offering protection
22 from malware. When Google deems an app “harmful,” Google may prevent the installation of,
23 prompt a consumer to uninstall, or forcibly remove the app from a consumer’s device. Direct
24 downloading is entirely prevented on Android devices that are part of Google’s so-called Advanced

1 Protection Program (“APP”). Consumers who enroll in APP cannot directly download apps; their
2 Android device can only download apps distributed in the Google Play Store or in another pre-
3 installed app store that Google pre-approved an OEM to offer on its devices. App developers
4 therefore cannot reach APP users unless they first agree to distribute their apps through the Google
5 Play Store or through a separate Google-approved, OEM-offered app store, where available.
6 Google’s invocation of security is an excuse to further strangle an app developer’s ability to reach
7 Android users, as shown by a comparison to personal computers, where users can securely purchase
8 and download new software without being limited to a single software store owned or approved by
9 the user’s anti-virus software vendor. This comparison shows that Google’s multiple technical
10 barriers to direct downloading from alternative sources go far beyond what is necessary to achieve
11 any legitimate security objections. Put differently, Google has not adopted the least restrictive means
12 necessary for achieving any legitimate security objectives.

13 75. Direct downloading is also nominally available to competing app distributors who
14 seek to distribute competing Android app stores directly to consumers. However, the same
15 restrictions Google imposes on the direct downloading of apps apply to the direct downloading of
16 app stores. Indeed, Google Play Protect has flagged at least one competing Android app store,
17 Aptoide, as “harmful,” further hindering consumers’ ability to access a competing app store.

18 76. Additionally, apps downloaded from “sideloaded” app stores, like apps directly
19 downloaded from a developer’s website, may not be automatically uploaded in the background.
20 Thus, direct downloading is not a viable way for app stores to reach Android users, any more than
21 it is a viable alternative for single apps. The only difference is that the former do not have any
22 alternative, ensuring the latter are forced into the Google Play Store. Google’s barriers erected
23 against competing app distributors also are not the least restrictive means necessary to achieve any
24 legitimate security objectives.

1 77. But for Google’s restrictions on direct downloading, app distributors and developers
2 could try to directly distribute their stores and apps to consumers. As explained above, Google
3 makes direct downloading substantially and unnecessarily difficult, and in some cases prevents it
4 entirely, further narrowing this already narrow alternative distribution channel.

5 78. There is no legitimate reason for Google’s conduct, and even if there were, Google
6 has not adopted the least restrictive means for achieving it. For decades, PC users have installed
7 software acquired from various sources without being deterred by anything like the obstacles erected
8 by Google. A PC user can navigate to an internet webpage, click to download and install an
9 application, and be up and running, often in a matter of minutes. Security screening is conducted by
10 a neutral security software operating in the background, allowing users to download software from
11 any source they choose (unlike Android).

12 79. Through these anticompetitive acts, including contractual provisions and
13 exclusionary obstacles, Google has willfully obtained a near-absolute monopoly over Android
14 mobile app distribution. Google Play Store downloads have accounted for more than 90% of
15 downloads through Android app stores, dwarfing other available distribution channels.

16 **D. Anticompetitive Effects In The Android App Distribution Market.**

17
18 80. Google’s anticompetitive conduct forecloses competition in the Android App
19 Distribution Market, affects a substantial volume of commerce in this Market and causes
20 anticompetitive harms to OEMs, competing mobile app distributors, mobile app developers, and
21 consumers.

22 81. As described above, Google’s anticompetitive conduct harms OEMs by forcing them
23 to dedicate valuable “home screen” real estate to the Google Play Store and other mandatory Google
24 applications, regardless of the OEM’s preferences, which might include allowing other app stores
25 or developers to place an icon there. Individually and together, these requirements limit OEMs’

1 ability to differentiate themselves and compete with each other by offering innovative and more
2 appealing (in terms of price and quality) distribution platforms for mobile apps. Google's
3 restrictions also interfere with OEMs' ability to compete with each other by offering Android
4 devices with tailored combinations of pre-installed apps that would appeal to particular subsets of
5 mobile device consumers.

6 82. Google's anticompetitive conduct harms would-be competitor app distributors,
7 which could otherwise innovate new models of app distribution and provide OEMs, app developers,
8 and consumers choice beyond Google's own app store.

9 83. Google's anticompetitive conduct harms app developers, who must agree to
10 Google's anticompetitive terms and conditions to reach many Android users, through downloads or
11 Google's advertising platforms. Google's restrictions prevent developers from experimenting with
12 alternative app distribution models, such as providing apps directly to consumers, selling apps
13 through curated app stores, creating their own competing app stores, or forming business
14 relationships with OEMs who can pre-install apps. By restricting developers, Google ensures that
15 the developer's apps will be distributed on the Google Play Store, which empowers Google to
16 monitor the apps' usage. This information can, in turn, be used by Google to develop and offer its
17 own competing apps that are, of course, not subject to Google's supra-competitive taxes.

18 84. Both developers and consumers are harmed by Google's supra- competitive taxes of
19 30% on the purchase price of apps distributed through the Google Play Store, which is a much higher
20 transaction fee than would exist in a competitive market unimpaired by Google's anticompetitive
21 conduct. Google's supra-competitive taxes raise prices for app developers and consumers and
22 reduce the output of mobile apps and related content by depriving app developers of incentive and
23 capital to develop new apps and content.

1 85. Consumers are further harmed because Google’s control of app distribution reduces
2 developers’ ability and incentive to distribute apps in different and innovative ways—for example,
3 through genre-specific app stores. Google, by restraining the distribution market and eliminating the
4 ability and incentive for competing app stores, also limits consumers’ ability to discover new apps
5 of interest to them. More competing app stores would permit additional platforms to feature diverse
6 collections of apps. Instead, consumers are left to sift through millions of apps in one monopolized
7 app store, where Google controls which apps are featured, identified or prioritized in user searches.

8 **III. GOOGLE UNLAWFULLY MAINTAINS A MONOPOLY IN THE ANDROID IN-**
9 **APP PAYMENT PROCESSING MARKET**

10 86. By selling digital content within a mobile app rather than charging for the app itself,
11 app developers can make an app widely accessible to all users, then generate revenue to use in
12 developing new games. This is especially true for mobile game developers. By allowing users to
13 play without up-front costs, developers permit more players try a game “risk free” and only pay for
14 what they want to access. Many games are free to download and play, but make additional content
15 available for in-app purchasing on an à la carte basis or via a subscription-based service. App
16 developers who sell digital content rely on in-app payment processing tools to process consumers’
17 purchases in a seamless and efficient manner.

18 87. Google has pursued a strategy of anticompetitive conduct, however, to ensure that
19 Android app developers are not free to utilize any one of the multitude of electronic payment
20 processing solutions available to process in-app purchases and other transactions. Instead, Google
21 conditions developers’ access to the dominant Google Play Store on an agreement to use Google
22 Play Billing to process in-app purchases of digital content. Google thus ties its Google Play Store
23 to its own proprietary payment processing tool and uses that tie to maintain its monopoly over the
24 Android In-App Payment Processing Market, as defined below.

1 88. Absent Google’s unlawful conduct, app developers could integrate compatible
2 payment processors into their apps to facilitate in-app digital content purchases or develop such
3 functionality themselves. Developers could even offer users a choice among multiple payment
4 processors for each purchase, just like a website or brick-and-mortar store can offer a customer the
5 option of using Visa, MasterCard, Amex, Google Pay, and more. This would, in turn, result in lower
6 prices for consumers.

7 **A. Google’s Monopoly Power In The Android In-App Payment Processing Market**

8 89. There is a relevant antitrust market for processing payment for digital content,
9 including virtual gaming products, within Android apps (the “Android In-App Payment Processing
10 Market”). The Android In-App Payment Processing Market is comprised of the payment processing
11 solutions that Android developers could integrate into their Android apps to process the purchase of
12 in-app digital content.

13 90. App developers selling in-app digital content must offer transactions that are
14 seamless, engrossing, quick, and fun. It is critical that such purchases can be made during gameplay
15 itself.

16 91. Mobile game developers particularly value seamless in-app purchases that extend or
17 enhance gameplay without disrupting or delaying that gameplay or a gamer’s engagement with the
18 mobile app. For these reasons, and in the alternative, there is a relevant antitrust sub-market for the
19 processing of payments for the purchase of virtual gaming products within mobile Android games
20 (the “Android Games Payment Processing Market”).

21 92. The geographic scope of the Android In-App Payment Processing Market is
22 worldwide, excluding China. Outside China, in-app payment processing tools, such as Google Play
23 Billing, are available on a worldwide basis. By contrast, in-app payment processing tools available
24 in China are not available outside of China, including because Google prevents the use of non-

1 Google payment processing tools for all apps distributed through the Google Play Store, which as
2 noted above dominates distribution of apps outside of China.

3 93. The geographic scope of the Android In-App Payment Processing Market includes a
4 separate market within the United States. The U.S. Android In-App Payment Processing Market
5 operates as described throughout this Complaint.

6 94. Google has monopoly power in the Android In-App Payment Processing Market and,
7 in the alternative, in the Android Games Payment Processing Market.

8 **B. Google's Anticompetitive Conduct in the Android In-App Payment Processing**
9 **Market**

10 95. For apps distributed through the Google Play Store, Google requires use of Google
11 Play Billing to process in-app purchases of digital content and for all purchases within Android
12 games. Because 90% or more of Android-compatible mobile app downloads through an app store
13 are conducted in the Google Play Store, Google has a monopoly in these Markets.

14 96. Google charges a 30% commission for Google Play Billing. This rate reflects
15 Google's market power, which allows it to charge supra-competitive prices for payment processing
16 within the market. Indeed, the cost of alternative electronic payment processing tools, which are
17 prohibited by Google for apps purchased through the Google Play Store, can be one tenth of the
18 30% cost of Google Play Billing.

19 97. Through provisions of Google's DDA imposed on all developers seeking access to
20 Android users, Google unlawfully ties its Google Play Store, through which it has a monopoly in
21 the Android App Distribution Market, to its own in-app payment processing tool, Google Play
22 Billing. Section 3.2 of the DDA requires that Android app developers enter into a separate
23 agreement with Google's payment processor, Google Payment, to receive payment for and from
24 apps and in-app digital content.

1 98. Further, § 4.1 of the DDA makes compliance with Google's Developer Program
2 Policies mandatory and those Policies require in relevant part that (1) Developers offering products
3 within a game downloaded on Google Play or providing access to game content must use Google
4 Play In-app Billing as the method of payment and (2) Developers offering products within another
5 category of app downloaded on Google Play must use Google Play In-app Billing as the method of
6 payment, except when the payment is solely for physical products or is for digital content that may
7 be consumed outside of the app itself (*e.g.*, songs that can be played on other music players).

8 99. Google's unlawful restraints in the DDA prevent app developers from integrating
9 alternative, even multiple, payment processing solutions into their mobile apps, depriving app
10 developers and consumers alike a choice of competing payment processors.

11 100. Google has no legitimate justifications for its tie. If it were concerned, for example,
12 about the security of its users' payment information, then it would not permit alternative payment
13 processing for certain transactions made on Android phones for physical products or digital content
14 consumed outside an app. But Google does allow alternative payment processing tools in that
15 context, with no diminution in security.

16 **C. Anticompetitive Effects In The Android In-App Payment Processing.**
17

18 101. Google's conduct harms competition in the Android In-app Payment Processing
19 Market (and, in the alternative, in the Android Games Payment Processing Market) and injures app
20 developers, consumers, and competing in-app payment processors.

21 102. Google's conduct harms would-be competitor in-app payment processors who would
22 otherwise be free to innovate and offer Android consumers alternative payment processing tools
23 with better functionality, lower prices, and tighter security. Absent Google's Developer Program
24 Policies, for example, app designers could offer consumers a choice of in-app payment processors

1 for each purchase made by the consumer, including payment processors at a lower cost and with
2 better customer service.

3 103. Google also harms app developers and consumers by inserting itself as a mandatory
4 middleman in every in-app transaction. This prevents app developers from providing users
5 comprehensive customer service relating to in-app payments without Google's involvement.
6 Google has little incentive to compete through improved customer service because it faces no
7 competition. Google *does*, however, have an incentive to obtain information concerning developers'
8 transactions with their customers, which Google could use to give its ads and search businesses an
9 anticompetitive edge. This is true regardless of whether the developer and or the app's users would
10 prefer not to share their information with Google. In these ways and others, Google directly harms
11 app developers' relationships with the users of their apps.

12 104. Finally, Google raises app developers' costs and consumer prices through its supra-
13 competitive 30% tax on in-app purchases, a price it could not maintain in a competitive payment
14 processing market. The resulting increase in prices for in-app content likely deters some consumers
15 from making purchases and deprives app developers of resources they could use to develop new
16 apps and content. The supra-competitive tax rate also reduces developers' incentive to invest in and
17 create additional apps and related in-app content.

18 **IV. ANTITRUST INJURY**

19 105. Plaintiff and class members have suffered antitrust injury as a direct result of
20 Google's unlawful conduct.

21 106. By impairing competition in the Android App Distribution Market, Google's
22 unlawful conduct has enabled it to charge supra-competitive prices for Android Apps.

1 107. By impairing competition in the Android In-App Payment Processing Market,
2 Google’s unlawful conduct has enabled it to charge supra-competitive prices for in-app digital
3 content.

4 108. Plaintiff and the Class are the direct purchasers of Android Apps and in-game digital
5 content. When Plaintiff and the Class purchased Android apps, they did so directly on Google Play
6 and paid Google directly, using their credit card or other payment sources. When Plaintiff and the
7 Class purchased in-game digital content, they did so through Google Play, using the pre-established
8 payment streams set up when purchasing that app or other apps on Google Play. When Plaintiff and
9 the Class purchased the in-game digital content, they paid Google directly.

10 **V. CLASS ALLEGATIONS**

11 109. Plaintiff brings this action for herself and as a class action under Rule 23(a), (b)(2)
12 and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following class (the “Class”):

13 All persons in the United States who paid for an app on Google Play, subscribed to an app
14 obtained on Google Play, or paid for in-app digital content on an app obtained on Google
15 Play within the relevant statute of limitations (the “Class Period”).

16 110. Specifically excluded from the Class are Defendants; the officers, directors, or
17 employees of any Defendant; any entity in which any Defendant has a controlling interest; any
18 affiliate, legal representative, heir, or assign of any Defendant and any person acting on their behalf.
19 Also excluded from the Class are any judicial officer presiding over this action and the members of
20 his/her immediate family and judicial staff, and any juror assigned to this action.

21 111. The Class is readily ascertainable and the records for the Class should exist,
22 including, specifically, within Defendants’ own records and transaction data.

1 112. Due to the nature of the trade and commerce involved, there are tens of millions of
2 geographically dispersed members in the Class, the exact number and their identities being known
3 to Defendants.

4 113. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and
5 members of the Class sustained damages arising out of Defendants' common course of conduct in
6 violation of the laws alleged herein. The damages and injuries of each member of the Class were
7 directly caused by Defendants' wrongful conduct.

8 114. There are questions of law and fact common to the Class, and those questions
9 predominate over any questions affecting only individual members of the Class. These common
10 questions of law and fact include, but are not limited to:

- 11 • whether Google has monopoly power in the Android App Distribution Market;
- 12 • whether Google has market power in the alternatively defined App Distribution
13 Market;
- 14 • whether Google has monopoly power in the Android In-App Payment Processing
15 Market;
- 16 • whether Google's contractual restrictions for Google Play further Google's attempt
17 to monopolize the Android App Distribution Market;
- 18 • whether Google's restriction on side-loading apps is an attempt to, and does in fact
19 further, Google's monopoly over the Android App Distribution Market;
- 20 • whether Google's tie of its Google Play and Google Billing products furthers
21 Google's attempt to monopolize the Android In-App Payment Processing Market;
- 22 • whether Google's conduct with respect to the Android In-App Payment Processing
23 Market has attempted to monopolize that market;

- 1 • whether Google’s conduct results in supra-competitive prices for Android Apps and
- 2 for in-game purchases of Android Apps;
- 3 • whether Google’s conduct has harmed or at least not benefited consumers; and
- 4 • the appropriate Class-wide measures of damages.

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

13 **CAUSES OF ACTION**

14 **COUNT 1: Sherman Act § 2 Unlawful Monopoly Maintenance in the Android App**
15 **Distribution Market**
16 **(Against all Defendants except Google Payment)**
17

18 116. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
19 forth in the rest of this Complaint as if fully set forth herein.

20 117. Google’s conduct violates §2 of the Sherman Act, which prohibits the
21 “monopoliz[ation of] any part of the trade or commerce among the several States, or with foreign
22 nations.” 15 U.S.C. § 2.

23 118. The Android App Distribution Market is a valid antitrust market.

24 119. Google holds monopoly power in the Android App Distribution Market.

1 120. Google has unlawfully maintained monopoly power in the Android App Distribution
2 Market through the anticompetitive acts described herein, including, but not limited to: (1)
3 conditioning licensing of the Google Play Store, as well as other essential Google services and the
4 Android trademark, on OEMs' agreement give the Google Play Store preferential placement and
5 treatment; (2) imposing technical restrictions and obstacles on both OEMs and developers that
6 prevent the distribution of Android apps through means other than the Google Play Store; and (3)
7 conditioning app developers' ability to effectively advertise their apps to Android users on being
8 listed in the Google Play Store.

9 121. Google's conduct affects a substantial volume of interstate as well as foreign
10 commerce.

11 122. Google's conduct has substantial anticompetitive effects, including increased prices
12 and costs, reduced innovation and quality of service, and lowered output.

13 123. Plaintiff was harmed by Defendants' anticompetitive conduct in a manner that the
14 antitrust laws were intended to prevent. For example, she paid more for Android apps and/or in-app
15 purchases than she would have paid in a competitive market. Plaintiff was also injured because
16 Google's unlawful monopolization of the Android apps and in-app purchases aftermarket
17 extinguished Plaintiff's freedom to choose between the Google Play Store and lower cost market
18 alternatives that would have been available had Google not monopolized the market. Additionally,
19 Plaintiff was injured because Google's establishment and maintenance of monopoly pricing has
20 caused a reduction in the output and supply of Android apps and in-app purchases, which would
21 have been more abundantly available in a competitive market. Plaintiff has suffered and continues
22 to suffer damages and irreparable injury, and such damages and injury will not abate until an
23 injunction ending Google's anticompetitive conduct issues.

1 **COUNT 2: Sherman Act § 1 Unreasonable Restraints of Trade Concerning The Android**
2 **App Distribution Market: OEMs**
3 **(Against all Defendants except Google Payment)**

4 124. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
5 forth in the rest of this Complaint as if fully set forth herein.

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

9 126. Google entered into agreements with OEMs that unreasonably restrict competition
10 in the Android App Distribution Market. These include MADA with OEMs that condition their
11 access to the Google Play Store and other “must have” Google services on the OEM offering the
12 Google Play Store as the primary (and often the only) viable app store on Android mobile devices.

13 127. These agreements serve no legitimate or pro-competitive purpose that could justify
14 their anticompetitive effects, and thus unreasonably restrain competition in the Android App
15 Distribution Market.

16 128. Google’s conduct affects a substantial volume of interstate as well as foreign
17 commerce.

18 129. Google’s conduct has substantial anticompetitive effects, including increased prices
19 and costs, reduced innovation and quality of service, and lowered output.

20 130. Plaintiff was harmed by Defendants’ anticompetitive conduct in a manner that the
21 antitrust laws were intended to prevent. For example, she paid more for Android apps and/or in-app
22 purchases than she would have paid in a competitive market. Plaintiff was also injured because
23 Google’s unlawful monopolization of the Android apps and in-app purchases aftermarket
24 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market
25 alternatives that would have been available had Google not monopolized the market. Plaintiff was

1 further injured because Google’s establishment and maintenance of monopoly pricing has caused a
2 reduction in the output and supply of Android apps and in-app purchases, which would have been
3 more abundantly available in a competitive market. Plaintiff has suffered and will continue to suffer
4 damages and irreparable injury, and such damages and injury will not abate until an injunction
5 ending Google’s anticompetitive conduct issues.

6 **COUNT 3: Sherman Act § 1 Unreasonable Restraints of Trade Concerning The Android**
7 **App Distribution Market: DDA**
8 **(Against all Defendants except Google Payment)**
9

10 131. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
11 forth in the rest of this Complaint as if fully set forth herein.

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

15 133. Google forces app developers to enter its standardized DDA, including Developer
16 Program Policies integrated into that Agreement, as a condition of their apps being distributed
17 through the Google Play Store. The relevant provisions of these agreements unreasonably restrain
18 competition in the Android App Distribution Market.

19 134. Section 4.5 of the DDA provides that developers “may not use Google Play to
20 distribute or make available any Product that has a purpose that facilitates the distribution of
21 software applications and games for use on Android devices outside of Google Play.” Section 4.1
22 of the DDA requires that all developers “adhere” to Google’s Developer Program Policies. Under
23 the guise of its so-called “Malicious Behavior” Policy, Google prohibits developers from
24 distributing apps that “download executable code [*i.e.*, code that would execute an app] from a
25 source other than Google Play.” The DDA further reserves to Google the right to remove and disable
26 any Android app that it determines violates either the DDA or its Developer Program Policies and

1 to terminate the app on these bases. (§§ 8.3, 10.3.) These provisions prevent app developers from
2 offering competing app stores through the Google Play Store, even though there is no legitimate
3 technological or other impediment to distributing a competing app store through the Google Play
4 Store.

5 135. These agreements serve no legitimate or pro-competitive purpose that could justify
6 their anticompetitive effects, and thus unreasonably restrain competition in the Android App
7 Distribution Market.

8 136. Google's conduct affects a substantial volume of interstate as well as foreign
9 commerce.

10 137. Google's conduct has substantial anticompetitive effects, including increased prices
11 and costs, reduced innovation and quality of service, and lowered output.

12 138. Plaintiff was harmed by Defendants' anticompetitive conduct in a manner that the
13 antitrust laws were intended to prevent. For example, she paid more for Android apps and/or in-app
14 purchases than she would have paid in a competitive market. Plaintiff was also injured because
15 Google's unlawful monopolization of the Android apps and in-app purchases aftermarket has
16 extinguished Plaintiff's freedom to choose between the Google Play Store and lower cost market
17 alternatives that would have been available had Google not monopolized the market. Plaintiff was
18 further injured because Google's establishment and maintenance of monopoly pricing has caused a
19 reduction in the output and supply of Android apps and in-app purchases, which would have been
20 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer
21 damages and irreparable injury, and such damages and injury will not abate until an injunction
22 ending Google's anticompetitive conduct issues.

23
24

1 **COUNT 4: Sherman Act § 2 Unlawful Monopolization and Monopoly Maintenance in the**
2 **Android In-App Payment Processing Market**
3 **(Against all Defendants)**
4

5 139. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
6 forth in the rest of this Complaint as if fully set forth herein.

7 140. Google’s conduct violates §2 of the Sherman Act, which prohibits the
8 “monopoliz[ation of] any part of the trade or commerce among the several States, or with foreign
9 nations.” 15 U.S.C. § 2.

10 141. The Android In-App Payment Processing Market is a valid antitrust market. In the
11 alternative, the Android Games Payment Processing Market is a valid antitrust market.

12 142. Google holds monopoly power in the Android In-App Payment Processing Market
13 and, in the alternative, in the Android Games Payment Processing Market.

14 143. Google has unlawfully acquired monopoly power in these Markets, including
15 through the anticompetitive acts described herein. However Google initially acquired its monopoly,
16 it has unlawfully maintained its monopoly through the anticompetitive acts described herein.

17 144. Google’s conduct affects a substantial volume of interstate as well as foreign
18 commerce.

19 145. Google’s conduct has substantial anticompetitive effects, including increased prices
20 and costs, reduced innovation and quality of service, and lowered output.

21 146. Plaintiff was harmed by Defendants’ anticompetitive conduct in a manner that the
22 antitrust laws were intended to prevent. For example, she paid more for Android apps and/or in-app
23 purchases than she would have paid in a competitive market. Plaintiff was also injured because
24 Google’s unlawful monopolization of the Android apps and in-app purchases aftermarket has
25 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market
26 alternatives that would have been available had Google not monopolized the market. Plaintiff was

1 further injured because Google’s establishment and maintenance of monopoly pricing has caused a
2 reduction in the output and supply of Android apps and in-app purchases, which would have been
3 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer
4 damages and irreparable injury, and such damages and injury will not abate until an injunction
5 ending Google’s anticompetitive conduct issues.

6 **COUNT 5: Sherman Act § 1 Unreasonable Restraints of Trade Concerning Android In-App**
7 **Payment Processing Market**
8 **(Against all Defendants)**
9

10 147. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
11 forth in the rest of this Complaint as if fully set forth herein.

12 148. Defendants’ conduct violates §1 of the Sherman Act, which prohibits “[e]very
13 contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or
14 commerce among the several States, or with foreign nations.”

15 149. Google, except Google Payment, forces app developers to enter its standardized
16 DDA, including Developer Program Policies integrated into that Agreement, as a condition of
17 having their apps distributed through Google’s monopolized app store, Google Play Store. The
18 relevant provisions of these agreements unreasonably restrain competition in the Android In-App
19 Payment Processing Market.

20 150. Section 3.2 of the DDA requires that Android app developers enter into a separate
21 agreement with Google’s payment processor, Defendant Google Payment, in order to receive
22 payment for apps and content distributed through the Google Play Store. This includes payments
23 related to in-app purchases of digital content. Further, compliance with Google’s Developer
24 Program Policies, which § 4.1 of the DDA makes obligatory, requires that apps distributed through
25 the Google Play Store “must use Google Play In-app Billing [offered by Google Payment] as the
26 method of payment” for such in-app purchases. While Google’s Policies exclude certain types of

1 transactions from this requirement, such as the purchase of “solely physical products” or of “digital
2 content that may be consumed outside of the app itself,” Google expressly applies its anticompetitive
3 mandate to every “game downloaded on Google Play” and to all purchased “game content.”

4 151. The challenged provisions serve no sufficient legitimate or pro-competitive purpose
5 and unreasonably restrain competition in the Android In-App Payment Processing Market and, in
6 the alternative, the Android Games Payment Processing Market.

7 152. Defendants’ conduct affects a substantial volume of interstate as well as foreign
8 commerce.

9 153. Defendants’ conduct has substantial anticompetitive effects, including increased
10 prices and costs, reduced innovation and quality of service, and lowered output.

11 154. Plaintiff was harmed by Defendants’ anticompetitive conduct in a manner that the
12 antitrust laws were intended to prevent. For example, she paid more for Android apps and/or in-app
13 purchases than she would have paid in a competitive market. Plaintiff was also injured because
14 Google’s unlawful monopolization of the Android apps and in-app purchases aftermarket has
15 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market
16 alternatives that would have been available had Google not monopolized the market. Plaintiff was
17 further injured because Google’s establishment and maintenance of monopoly pricing has caused a
18 reduction in the output and supply of Android apps and in-app purchases, which would have been
19 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer
20 damages and irreparable injury, and such damages and injury will not abate until an injunction
21 ending Google’s anticompetitive conduct issues.

22

23

COUNT 6: Sherman Act § 1 Tying Google Play Store to Google Play Billing
(Against all Defendants)

1
2
3
4 155. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
5 forth in the rest of this Complaint as if fully set forth herein.

6 156. Defendants' conduct violates Section 1 of the Sherman Act, which prohibits "[e]very
7 contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or
8 commerce among the several States, or with foreign nations." 15 U.S.C. § 1.

9 157. Google has unlawfully tied the Google Play Store to its in-app payment processor,
10 Google Play Billing, through its DDAs with app developers and its Developer Program Policies.

11 158. Google wields significant economic power in the tying market, the Android App
12 Distribution Market. With Google Play Store installed on nearly all Android OS devices and over
13 90% of downloads on Android OS devices being performed by the Google Play Store, Google has
14 overwhelming market power. Google's market power is further evidenced by its ability to extract
15 supra-competitive taxes on the sale of apps through the Google Play Store.

16 159. Google only makes the Google Play Store available to those app developers who
17 agree to exclusively process all app-related payments (including in-app purchases) through Google
18 Billing. This tie is especially powerful and effective because Google simultaneously forecloses a
19 developer's ability to use alternative app distribution channels, as described above. Taken together,
20 Google's conduct effectively forces developers to use Google Billing.

21 160. The tying product, Android app distribution, is distinct from the tied product,
22 Android in-app payment processing, because app developers have alternative in-app payment
23 processing options and would prefer to choose among them independently of distribution. Google's
24 unlawful tying arrangement thus ties two separate products that are in separate markets.

1 161. Google’s conduct forecloses competition in the Android In-App Payment Processing
2 Market, and, in the alternative, in the Android Games Payment Processing Market, affecting a
3 substantial volume of commerce in these Markets.

4 162. Google has thus engaged in a *per se* illegal tying arrangement and the Court does not
5 need to engage in a detailed assessment of the anticompetitive effects of Google’s conduct or its
6 purported justifications.

7 163. In the alternative only, even if Google’s conduct does not constitute a *per se* illegal
8 tie, a detailed analysis of Google’s tying arrangement would demonstrate that this arrangement
9 violates the rule of reason and is illegal.

10 164. Plaintiff was harmed by Defendants’ anticompetitive conduct in a manner that the
11 antitrust laws were intended to prevent. For example, she paid more for Android apps and/or in-app
12 purchases than she would have paid in a competitive market. Plaintiff was also injured because
13 Google’s unlawful monopolization of the Android apps and in-app purchases aftermarket has
14 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market
15 alternatives that would have been available had Google not monopolized the market. Plaintiff was
16 further injured because Google’s establishment and maintenance of monopoly pricing has caused a
17 reduction in the output and supply of Android apps and in-app purchases, which would have been
18 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer
19 damages and irreparable injury, and such damages and injury will not abate until an injunction
20 ending Google’s anticompetitive conduct issues.

21 **COUNT 7: California Cartwright Act Unreasonable Restraints of Trade in Android App**
22 **Distribution Market**
23 **(Against all Defendants except Google Payment)**
24

25 165. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
26 forth in the rest of this Complaint as if fully set forth herein.

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

4 167. Under the Cartwright Act, a “combination” is formed when the anticompetitive
5 conduct of a single firm coerces other market participants to involuntarily adhere to the
6 anticompetitive scheme.

7 168. The Android App Distribution Market is a valid antitrust market.

8 169. Google has executed agreements with OEMs that unreasonably restrict competition
9 in the Android App Distribution Market. Namely, Google entered into MADAs with OEMs that
10 require OEMs to offer the Google Play Store as the primary—and practically the only—app store
11 on Android mobile devices. These agreements further prevent OEMs from offering alternative app
12 stores on Android mobile devices in any prominent visual positioning.

13 170. Google’s conduct and practices have substantial anticompetitive effects, including
14 increased prices and costs, reduced innovation, poorer customer service and lowered output.

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

19 172. Plaintiff was harmed by Defendants’ anticompetitive conduct in a manner that the
20 Cartwright Act was intended to prevent. For example, she paid more for Android apps and/or in-
21 app purchases than she would have paid in a competitive market. Plaintiff has also been injured
22 because Google unlawful monopolization of the Android apps and in-app purchases aftermarket has
23 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market
24 alternatives that would have been available had Google not monopolized the market. Plaintiff was

1 also injured because Google’s establishment and maintenance of monopoly pricing has caused a
2 reduction in the output and supply of Android apps and in-app purchases, which would have been
3 more abundantly available in a competitive market. Plaintiff has suffered and continue to suffer
4 damages and irreparable injury, and such damages and injury will not abate until an injunction
5 ending Google’s anticompetitive conduct issues.

6 **COUNT 8: California Cartwright Act Unreasonable Restraints of Trade in Android App**
7 **Distribution Market**
8 **(Against all Defendants except Google Payment)**
9

10 173. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
11 forth in the rest of this Complaint as if fully set forth herein.

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

15 175. Under the Cartwright Act, a “combination” is formed when the anti- competitive
16 conduct of a single firm coerces other market participants to involuntarily adhere to the
17 anticompetitive scheme.

18 176. The Android App Distribution Market is a valid antitrust market.

19 177. Google conditions distribution through the Google Play Store on entering into the
20 standardized DDA described above, including the Developer Program Policies integrated therein.
21 Through certain provisions in these agreements, Google forces app developers to submit to
22 conditions that unreasonably restrain competition in the Android App Distribution Market.

23 178. Section 4.5 of the DDA provides that developers “may not use Google Play to
24 distribute or make available any Product that has a purpose that facilitates the distribution of
25 software applications and games for use on Android devices outside of Google Play.” Section 4.1
26 of the DDA requires that all developers “adhere” to Google’s Developer Program Policies. Under

1 the guise of its so-called “Malicious Behavior” Policy, Google prohibits developers from
2 distributing apps that “download executable code [*i.e.*, code that would execute an app] from a
3 source other than Google Play.” The DDA further reserves to Google the right to remove and disable
4 any Android app that it determines violates either the DDA or its Developer Program Policies and
5 to terminate the DDA on these bases. (§§ 8.3, 10.3.) These provisions prevent app developers from
6 offering competing app stores through the Google Play Store, even though there is no legitimate
7 technological or other impediment to distributing a competing app store through the Google Play
8 Store.

9 179. These provisions have no legitimate or pro-competitive purpose or effect, and
10 unreasonably restrain competition in the Android App Distribution Market.

11 180. Google’s conduct and practices have substantial anticompetitive effects, including
12 increased prices and costs, reduced innovation, poorer customer service, and lowered output.

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

17 182. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
18 the Cartwright Act was intended to prevent. For example, she paid more for Android apps and/or
19 in-app purchases than she would have paid in a competitive market. Plaintiff has also been injured
20 because Google unlawful monopolization of the Android apps and in-app purchases aftermarket has
21 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market
22 alternatives that would have been available had Google not monopolized the market. Plaintiff has
23 also been injured because Google’s establishment and maintenance of monopoly pricing has caused
24 a reduction in the output and supply of Android apps and in-app purchases, which would have been

1 more abundantly available in a competitive market. Plaintiff has suffered and continue to suffer
2 damages and irreparable injury, and such damages and injury will not abate until an injunction
3 ending Google’s anticompetitive conduct issues.

4 **COUNT 9: California Cartwright Act Unreasonable Restraints of Trade in Android In-App**
5 **Payment Processing Market**
6 **(Against all Defendants)**
7

8 183. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
9 forth in the rest of this Complaint as if fully set forth herein.

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

13 185. Under the Cartwright Act, a “combination” is formed when the anticompetitive
14 conduct of a single firm coerces other market participants to involuntarily adhere to the
15 anticompetitive scheme.

16 186. The Android App Distribution Market and Android In-App Payment Processing
17 Market, and, in the alternative, the Android Games Payment Processing Market, are valid antitrust
18 markets.

19 187. Google has monopoly power in the Android In-App Payment Processing Market and,
20 in the alternative, in the Android Games Payment Processing Market.

21 188. Google conditions distribution through the Google Play Store on entering into the
22 standardized DDA described above, including the Developer Program Policies integrated therein.
23 Through certain provisions in these agreements, Google forces app developers to submit to
24 conditions that unreasonably restrain competition in the Android In-App Payment Processing
25 Market.

1 189. Section 3.2 of the DDA requires that Android app developers enter into a separate
2 agreement with Google’s payment processor, Defendant Google Payment, to receive payment for
3 apps and content distributed through the Google Play Store. This includes payments related to in-
4 app purchases. Further, Google’s Developer Program Policies, compliance with which Section 4.1
5 of the DDA makes obligatory, require that apps distributed through the Google Play Store “must
6 use Google Play In-app Billing [offered by Google Payment] as the method of payment” for in-app
7 purchases. While Google’s Policies exclude certain types of transactions from this requirement, such
8 as the purchase of “solely physical products” or of “digital content that may be consumed outside
9 of the app itself,” Google expressly and discriminatorily applies its anticompetitive mandate to every
10 “game downloaded on Google Play” and to all purchased “game content.”

11 190. These provisions have no legitimate or pro-competitive purpose or effect, and
12 unreasonably restrain competition in the Android In-App Payment Processing Market, and, in the
13 alternative, in the Android Games Payment Processing Market.

14 191. Google’s conduct and practices have substantial anticompetitive effects, including
15 increased prices and costs, reduced innovation, poorer customer service and lowered output.

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

20 193. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
21 the Cartwright Act was intended to prevent. For example, she paid more for Android apps and/or
22 in-app purchases than she would have paid in a competitive market. Plaintiff has also been injured
23 because Google unlawful monopolization of the Android apps and in-app purchases aftermarket has
24 extinguished Plaintiff’s freedom to choose between the Google Play Store and lower cost market

1 alternatives that would have been available had Google not monopolized the market. Plaintiff has
2 also been injured because Google’s establishment and maintenance of monopoly pricing has caused
3 a reduction in the output and supply of Android apps and in-app purchases, which would have been
4 more abundantly available in a competitive market. Plaintiff has suffered and continue to suffer
5 damages and irreparable injury, and such damages and injury will not abate until an injunction
6 ending Google’s anticompetitive conduct issues.

7 **COUNT 10: California Cartwright Act Tying Google Play Store to Google Play Billing**
8 **(Against all Defendants)**

9 194. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
10 forth in the rest of this Complaint as if fully set forth herein.

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

14 196. Under the Cartwright Act, a “combination” is formed when the anticompetitive
15 conduct of a single firm coerces other market participants to involuntarily adhere to the
16 anticompetitive scheme.

17 197. The Cartwright Act also makes it “unlawful for any person to lease or make a sale or
18 contract for the sale of goods, merchandise, machinery, supplies, commodities for use within the
19 State, or to fix a price charged therefor, or discount from, or rebate upon, such price, on the
20 condition, agreement or understanding that the lessee or purchaser thereof shall not use or deal in
21 the goods, merchandise, machinery, supplies, commodities, or services of a competitor or
22 competitors of the lessor or seller, where the effect of such lease, sale, or contract for sale or such
23 condition, agreement or understanding may be to substantially lessen competition or tend to create
24 a monopoly in any line of trade or commerce in any section of the State.” *Id.* § 16727.

1 198. As detailed above, Google has unlawfully tied its in-app payment processor, Google
2 Play Billing, to the Google Play Store through its DDAs with app developers and its Developer
3 Program Policies.

4 199. Google has sufficient economic power in the tying market, the Android App
5 Distribution Market, to affect competition in the tied market, the Android In-App Payment
6 Distribution Market. With Google Play Store installed on nearly all Android OS devices and over
7 90% of downloads on Android OS devices being performed by the Google Play Store, Google has
8 overwhelming market power. Google's market power is further evidenced by its ability to extract
9 supra-competitive taxes on the sale of apps through the Google Play Store.

10 200. The availability of the Google Play Store for app distribution is conditioned on the
11 app developer accepting a second product, Google's in-app payment processing services. Google's
12 foreclosure of alternative app distribution channels forces developers to use Google's in-app
13 payment processing services, which Google has expressly made a condition of reaching Android
14 users through its dominant Google Play Store.

15 201. The tying product, Android app distribution, is separate and distinct from the tied
16 product, Android in-app payment processing, because app developers have alternative in-app
17 payment processing options and would prefer to choose among them independently of how an
18 Android app is distributed. Google's unlawful tying arrangement thus ties two separate products
19 that are in separate markets.

20 202. Google's conduct forecloses competition in the Android In-App Payment Processing
21 Market and, in the alternative, in the Android Games Payment Processing Market, affecting a
22 substantial volume of commerce in these Markets.

1 203. Google has thus engaged in a *per se* illegal tying arrangement and the Court does not
2 need to engage in a detailed assessment of the anticompetitive effects of Google's conduct or its
3 purported justifications.

4 204. Even if Google's conduct does not form a *per se* illegal tie, an assessment of the
5 tying arrangement would demonstrate that it is unreasonable under the Cartwright Act, and
6 therefore, illegal.

7 205. Google's acts and practices detailed above unreasonably restrained competition in
8 the Android In-App Payment Processing Market and, in the alternative, in the Android Games
9 Payment Processing Market.

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

14 207. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
15 the Cartwright Act was intended to prevent. For example, she paid more for Android apps and/or
16 in-app purchases than she would have paid in a competitive market. Plaintiff has also been injured
17 because Google's unlawful monopolization of the Android apps and in-app purchases aftermarket
18 has extinguished Plaintiff's freedom to choose between the Google Play Store and lower cost market
19 alternatives that would have been available had Google not monopolized the market. Plaintiff has
20 also been injured because Google's establishment and maintenance of monopoly pricing has caused
21 a reduction in the output and supply of Android apps and in-app purchases, which would have been
22 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer
23 damages and irreparable injury, and such damages and injury will not abate until an injunction
24 ending Google's anticompetitive conduct issues.

COUNT 11: Arizona Uniform State Antitrust Act (Against all Defendants)

1
2 208. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
3 forth in the rest of this Complaint as if fully set forth herein.

4 209. Google's acts and practices detailed above violate the Arizona Uniform State
5 Antitrust Act, Ariz. Rev. Stat. § 44-1401, *et seq.*, which prohibits, *inter alia*, combinations in
6 restraint of, or to monopolize, trade or commerce, *id.* § 44-1402, and monopolization or attempted
7 monopolization of trade or commerce for the purpose of excluding competition or controlling, fixing
8 or maintaining prices, *id.* § 44-1403.

9 210. Google's conduct and practices have substantial anticompetitive effects in Arizona,
10 including increased prices and costs, reduced innovation, poorer customer service, and lowered
11 output.

12 211. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
13 the Arizona Uniform State Antitrust Act was intended to prevent. For example, she paid more for
14 Android apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff
15 has also been injured because Google's unlawful monopolization of the Android apps and in-app
16 purchases aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store
17 and lower cost market alternatives that would have been available had Google not monopolized the
18 market. Plaintiff has also been injured because Google's establishment and maintenance of
19 monopoly pricing has caused a reduction in the output and supply of Android apps and in-app
20 purchases, which would have been more abundantly available in a competitive market. Plaintiff has
21 suffered and continues to suffer damages and irreparable injury, and such damages and injury will
22 not abate until an injunction ending Google's anticompetitive conduct issues.

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COUNT 12: District of Columbia Antitrust Act (Against all Defendants)

1
2 212. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
3 forth in the rest of this Complaint as if fully set forth herein.

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

9 214. Google's conduct and practices have substantial anticompetitive effects in the
10 District of Columbia, including increased prices and costs, reduced innovation, poorer customer
11 service, and lowered output.

12 215. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
13 the District of Columbia Antitrust Act was intended to prevent. For example, she paid more for
14 Android apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff
15 has also been injured because Google's unlawful monopolization of the Android apps and in-app
16 purchases aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store
17 and lower cost market alternatives that would have been available had Google not monopolized the
18 market. Plaintiff has also been injured because Google's establishment and maintenance of
19 monopoly pricing has caused a reduction in the output and supply of Android apps and in-app
20 purchases, which would have been more abundantly available in a competitive market. Plaintiff has
21 suffered and continues to suffer damages and irreparable injury, and such damages and injury will
22 not abate until an injunction ending Google's anticompetitive conduct issues.

23
24

COUNT 13: Hawaii Antitrust Laws (Against all Defendants)

1
2 216. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
3 forth in the rest of this Complaint as if fully set forth herein.

4 217. Google's acts and practices detailed above violate Hawaii's antitrust laws, Haw. Rev.
5 Stat. § 480-1, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or commerce, *id.* §
6 § 480-4, and monopolization or attempted monopolization of any part of trade or commerce, *id.* §
7 480-9.

8 218. Google's conduct and practices have substantial anticompetitive effects in Hawaii,
9 including increased prices and costs, reduced innovation, poorer customer service, and lowered
10 output.

11 219. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
12 Hawaii's antitrust laws were intended to prevent. For example, she paid more for Android apps
13 and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also been
14 injured because Google's unlawful monopolization of the Android apps and in-app purchases
15 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
16 cost market alternatives that would have been available had Google not monopolized the market.
17 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
18 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
19 would have been more abundantly available in a competitive market. Plaintiff has suffered and
20 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
21 an injunction ending Google's anticompetitive conduct issues.

COUNT 14: Iowa Competition Law (Against all Defendants)

22
23 220. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
24 forth in the rest of this Complaint as if fully set forth herein.

1 221. Google’s acts and practices detailed above violate the Iowa Competition Law, Iowa
2 Code § 553.1, *et seq.*, which prohibits, *inter alia*, combinations to restrain or monopolize trade or
3 commerce, *id.* § 553.4, and the monopolization or attempted monopolization of a market for the
4 purpose of excluding competition or of controlling, fixing, or maintaining prices, *id.* § 553.5.

5 222. Google’s conduct and practices have substantial anticompetitive effects in Iowa,
6 including increased prices and costs, reduced innovation, poorer customer service, and lowered
7 output.

8 223. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
9 the Iowa Competition Law was intended to prevent. For example, she paid more for Android apps
10 and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also been
11 injured because Google’s unlawful monopolization of the Android apps and in-app purchases
12 aftermarket has extinguished Plaintiff’s freedom to choose between the Google Play Store and lower
13 cost market alternatives that would have been available had Google not monopolized the market.
14 Plaintiff has also been injured because Google’s establishment and maintenance of monopoly
15 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
16 would have been more abundantly available in a competitive market. Plaintiff has suffered and
17 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
18 an injunction ending Google’s anticompetitive conduct issues.

19 **COUNT 15: Kansas Restraint of Trade Act (Against all Defendants)**

20 224. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
21 forth in the rest of this Complaint as if fully set forth herein.

22 225. Google’s acts and practices detailed above violate the Kansas Restraint of Trade Act,
23 Kan. Stat. § 50-101, *et seq.*, which prohibits, *inter alia*, combinations to create or carry out

1 restrictions in trade or commerce, increase the price of merchandise, or prevent competition in the
2 sale of merchandise, *id.*

3 226. Google's conduct and practices have substantial anticompetitive effects in Kansas,
4 including increased prices and costs, reduced innovation, poorer customer service, and lowered
5 output.

6 227. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
7 the Kansas Restraint of Trade Act was intended to prevent. For example, she paid more for Android
8 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also
9 been injured because Google's unlawful monopolization of the Android apps and in-app purchases
10 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
11 cost market alternatives that would have been available had Google not monopolized the market.
12 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
13 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
14 would have been more abundantly available in a competitive market. Plaintiff has suffered and
15 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
16 an injunction ending Google's anticompetitive conduct issues.

17 **COUNT 16: Maine Monopoly & Profiteering Laws (Against all Defendants)**

18 228. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
19 forth in the rest of this Complaint as if fully set forth herein.

20 229. Google's acts and practices detailed above violate Maine's monopoly and
21 profiteering laws, Me. Rev. Stat. tit. 10, § 1101, *et seq.*, which prohibit, *inter alia*, combinations in
22 restraint of trade or commerce, *id.*, and the monopolization or attempted monopolization of any part
23 of trade or commerce, *id.* § 1102.

1 230. Google’s conduct and practices have substantial anticompetitive effects in Maine,
2 including increased prices and costs, reduced innovation, poorer customer service, and lowered
3 output.

4 231. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
5 Maine’s monopoly and profiteering laws were intended to prevent. For example, she paid more for
6 Android apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff
7 has also been injured because Google’s unlawful monopolization of the Android apps and in-app
8 purchases aftermarket has extinguished Plaintiff’s freedom to choose between the Google Play Store
9 and lower cost market alternatives that would have been available had Google not monopolized the
10 market. Plaintiff has also been injured because Google’s establishment and maintenance of
11 monopoly pricing has caused a reduction in the output and supply of Android apps and in-app
12 purchases, which would have been more abundantly available in a competitive market. Plaintiff has
13 suffered and continues to suffer damages and irreparable injury, and such damages and injury will
14 not abate until an injunction ending Google’s anticompetitive conduct issues.

15 **COUNT 17: Maryland Antitrust Laws (Against all Defendants)**

16 232. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
17 forth in the rest of this Complaint as if fully set forth herein.

18 233. Google’s acts and practices detailed above violate Maryland’s antitrust laws, Md.
19 Code, Com. Law § 11-201, *et seq.*, which prohibit, *inter alia*, combinations that unreasonably
20 restrain trade or commerce, *id.* § 11-204, and the monopolization or attempted monopolization of
21 any part of the trade or commerce for the purpose of excluding competition or of controlling, fixing,
22 or maintaining prices in trade or commerce, *id.*

1 234. Google’s conduct and practices have substantial anticompetitive effects in Maryland,
2 including increased prices and costs, reduced innovation, poorer customer service, and lowered
3 output.

4 235. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
5 the Maryland antitrust laws were intended to prevent. For example, she paid more for Android apps
6 and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also been
7 injured because Google’s unlawful monopolization of the Android apps and in-app purchases
8 aftermarket has extinguished Plaintiff’s freedom to choose between the Google Play Store and lower
9 cost market alternatives that would have been available had Google not monopolized the market.
10 Plaintiff has also been injured because Google’s establishment and maintenance of monopoly
11 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
12 would have been more abundantly available in a competitive market. Plaintiff has suffered and
13 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
14 an injunction ending Google’s anticompetitive conduct issues.

15 **COUNT 18: Massachusetts consumer protection laws (Against all Defendants)**

16 236. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
17 forth in the rest of this Complaint as if fully set forth herein.

18 237. Google’s acts and practices detailed above violate Massachusetts’ consumer
19 protection laws, Mass. Gen. Laws ch. 93A, § 1, *et seq.*, which prohibit, *inter alia*, unfair methods of
20 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce, *id.* §
21 2.

22 238. Google’s conduct and practices have substantial anticompetitive effects in
23 Massachusetts, including increased prices and costs, reduced innovation, poorer customer service,
24 and lowered output.

1 239. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
2 the Massachusetts consumer protection laws were intended to prevent. For example, she paid more
3 for Android apps and/or in-app purchases than she would have paid in a competitive market.
4 Plaintiff has also been injured because Google's unlawful monopolization of the Android apps and
5 in-app purchases aftermarket has extinguished Plaintiff's freedom to choose between the Google
6 Play Store and lower cost market alternatives that would have been available had Google not
7 monopolized the market. Plaintiff has also been injured because Google's establishment and
8 maintenance of monopoly pricing has caused a reduction in the output and supply of Android apps
9 and in-app purchases, which would have been more abundantly available in a competitive market.
10 Plaintiff has suffered and continues to suffer damages and irreparable injury, and such damages and
11 injury will not abate until an injunction ending Google's anticompetitive conduct issues.

12 **COUNT 19: Michigan Antitrust Reform Act (Against all Defendants)**

13 240. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
14 forth in the rest of this Complaint as if fully set forth herein.

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

20 242. Google's conduct and practices have substantial anticompetitive effects in Michigan,
21 including increased prices and costs, reduced innovation, poorer customer service, and lowered
22 output.

23 243. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
24 Michigan Antitrust Reform Act was intended to prevent. For example, she paid more for Android

1 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also
2 been injured because Google's unlawful monopolization of the Android apps and in-app purchases
3 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
4 cost market alternatives that would have been available had Google not monopolized the market.
5 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
6 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
7 would have been more abundantly available in a competitive market. Plaintiff has suffered and
8 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
9 an injunction ending Google's anticompetitive conduct issues.

10 **COUNT 20: Minnesota Antitrust Law of 1971 (Against all Defendants)**

11 244. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
12 forth in the rest of this Complaint as if fully set forth herein.

13 245. Google's acts and practices detailed above violate the Minnesota Antitrust Law of
14 1971, Minn. Stat. § 325D.49, *et seq.*, which prohibits, *inter alia*, combinations in unreasonable
15 restraint of trade or commerce, *id.* § 325D.51, and the establishment or attempted establishment of
16 a monopoly over any part of trade or commerce for the purpose of affecting competition or
17 controlling, fixing, or maintaining prices, *id.* § 325D.52.

18 246. Google's conduct and practices have substantial anticompetitive effects in
19 Minnesota, including increased prices and costs, reduced innovation, poorer customer service, and
20 lowered output.

21 247. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
22 Minnesota Antitrust Law of 1971 was intended to prevent. For example, she paid more for Android
23 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also
24 been injured because Google's unlawful monopolization of the Android apps and in-app purchases

1 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
2 cost market alternatives that would have been available had Google not monopolized the market.
3 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
4 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
5 would have been more abundantly available in a competitive market. Plaintiff has suffered and
6 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
7 an injunction ending Google's anticompetitive conduct issues.

8 **COUNT 21: Mississippi Antitrust Laws (Against all Defendants)**

9 248. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
10 forth in the rest of this Complaint as if fully set forth herein.

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

14 250. Google's conduct and practices have substantial anticompetitive effects in
15 Mississippi, including increased prices and costs, reduced innovation, poorer customer service, and
16 lowered output.

17 251. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
18 Mississippi's antitrust laws were intended to prevent. For example, she paid more for Android apps
19 and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also been
20 injured because Google's unlawful monopolization of the Android apps and in-app purchases
21 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
22 cost market alternatives that would have been available had Google not monopolized the market.
23 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
24 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which

1 would have been more abundantly available in a competitive market. Plaintiff has suffered and
2 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
3 an injunction ending Google's anticompetitive conduct issues.

4 **COUNT 22: Nebraska Junkin Act (Against all Defendants)**

5 252. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
6 forth in the rest of this Complaint as if fully set forth herein.

7 253. Google's acts and practices detailed above violate the Junkin Act, Neb. Rev. Stat. §
8 59-802, *et seq.*, which prohibits, *inter alia*, the combination of resources by two or more persons to
9 restrain trade or commerce, *id.* § 59-802, and monopolization or attempted monopolization of any
10 part of trade or commerce, *id.* § 16726.

11 254. Google's conduct and practices have substantial anticompetitive effects in Nebraska,
12 including increased prices and costs, reduced innovation, poorer customer service, and lowered
13 output.

14 255. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
15 Nebraska's Junkin Act was intended to prevent. For example, she paid more for Android apps and/or
16 in-app purchases than she would have paid in a competitive market. Plaintiff has also been injured
17 because Google's unlawful monopolization of the Android apps and in-app purchases aftermarket
18 has extinguished Plaintiff's freedom to choose between the Google Play Store and lower cost market
19 alternatives that would have been available had Google not monopolized the market. Plaintiff has
20 also been injured because Google's establishment and maintenance of monopoly pricing has caused
21 a reduction in the output and supply of Android apps and in-app purchases, which would have been
22 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer
23 damages and irreparable injury, and such damages and injury will not abate until an injunction
24 ending Google's anticompetitive conduct issues.

COUNT 23: Nevada Unfair Trade Practices Act (Against all Defendants)

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2 256. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
3 forth in the rest of this Complaint as if fully set forth herein.

4 257. Google's acts and practices detailed above violate the Nevada Unfair Trade Practices
5 Act, Nev. Rev. Stat. § 598A.010, et seq., which prohibits, *inter alia*, the monopolization or attempted
6 monopolization of any part of trade or commerce, *id.* § 598A.060, and tying arrangements,
7 consisting of contracts in which the seller or lessor conditions the sale or lease of commodities or
8 services on the purchase or leasing of another commodity or service, *id.*

9 258. Google's conduct and practices have substantial anticompetitive effects in Nevada,
10 including increased prices and costs, reduced innovation, poorer customer service, and lowered
11 output.

12 259. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
13 Nevada's Unfair Trade Practices Act was intended to prevent. For example, she paid more for
14 Android apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff
15 has also been injured because Google's unlawful monopolization of the Android apps and in-app
16 purchases aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store
17 and lower cost market alternatives that would have been available had Google not monopolized the
18 market. Plaintiff has also been injured because Google's establishment and maintenance of
19 monopoly pricing has caused a reduction in the output and supply of Android apps and in-app
20 purchases, which would have been more abundantly available in a competitive market. Plaintiff has
21 suffered and continues to suffer damages and irreparable injury, and such damages and injury will
22 not abate until an injunction ending Google's anticompetitive conduct issues.

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1 **COUNT 24: New Hampshire Consumer Protection Act (Against all Defendants)**

2 260. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
3 forth in the rest of this Complaint as if fully set forth herein.

4 261. Google’s acts and practices detailed above violate the New Hampshire Consumer
5 Protection Act, N.H. Rev. Stat. § 358-A:1, *et seq.*, which prohibits, *inter alia*, the pricing of goods
6 or services in a manner that tends to create or maintain a monopoly, or otherwise harm competition,
7 *id.* § 358-A:2.

8 262. Google’s conduct and practices have substantial anticompetitive effects in New
9 Hampshire, including increased prices and costs, reduced innovation, poorer customer service, and
10 lowered output.

11 263. Plaintiff has been harmed by Defendants’ anti-competitive conduct in a manner that
12 the New Hampshire Consumer Protection Act was intended to prevent. For example, she paid more
13 for Android apps and/or in-app purchases than she would have paid in a competitive market.
14 Plaintiff has also been injured because Google’s unlawful monopolization of the Android apps and
15 in-app purchases aftermarket has extinguished Plaintiff’s freedom to choose between the Google
16 Play Store and lower cost market alternatives that would have been available had Google not
17 monopolized the market. Plaintiff has also been injured because Google’s establishment and
18 maintenance of monopoly pricing has caused a reduction in the output and supply of Android apps
19 and in-app purchases, which would have been more abundantly available in a competitive market.
20 Plaintiff has suffered and continues to suffer damages and irreparable injury, and such damages and
21 injury will not abate until an injunction ending Google’s anti-competitive conduct issues.

22 **COUNT 25: New Mexico Antitrust Act (Against all Defendants)**

23 264. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
24 forth in the rest of this Complaint as if fully set forth herein.

1 265. Google’s acts and practices detailed above violate the New Mexico Antitrust Act,
2 N.M. Stat. § 57-1-1, *et seq.*, which prohibits, *inter alia*, the monopolization or attempted
3 monopolization of any part of trade or commerce, *id.* § 57-1-2, and combinations in restraint of trade
4 or commerce, *id.* § 57-1-1.

5 266. Google’s conduct and practices have substantial anticompetitive effects in New
6 Mexico, including increased prices and costs, reduced innovation, poorer customer service, and
7 lowered output.

8 267. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
9 the New Mexico Antitrust Act was intended to prevent. For example, she paid more for Android
10 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also
11 been injured because Google’s unlawful monopolization of the Android apps and in-app purchases
12 aftermarket has extinguished Plaintiff’s freedom to choose between the Google Play Store and lower
13 cost market alternatives that would have been available had Google not monopolized the market.
14 Plaintiff has also been injured because Google’s establishment and maintenance of monopoly
15 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
16 would have been more abundantly available in a competitive market. Plaintiff has suffered and
17 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
18 an injunction ending Google’s anticompetitive conduct issues.

19 **COUNT 26: New York Donnelly Act (Against all Defendants)**

20 268. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
21 forth in the rest of this Complaint as if fully set forth herein.

22 269. Google’s acts and practices detailed above violate New York’s Donnelly Act, N.Y.
23 Gen. Bus. Law § 340, *et seq.*, which prohibits, *inter alia*, monopoly in the conduct of any business,
24 trade or commerce or in the furnishing of any service, *id.* § 340.

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

4 271. Plaintiff has been harmed by Defendants' anti-competitive conduct in a manner that
5 New York's Donnelly Act was intended to prevent. For example, she paid more for Android apps
6 and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also been
7 injured because Google's unlawful monopolization of the Android apps and in-app purchases
8 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
9 cost market alternatives that would have been available had Google not monopolized the market.
10 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
11 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
12 would have been more abundantly available in a competitive market. Plaintiff has suffered and
13 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
14 an injunction ending Google's anti-competitive conduct issues.

15 **COUNT 27: North Carolina Antitrust Laws (Against all Defendants)**

16 272. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
17 forth in the rest of this Complaint as if fully set forth herein.

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

1 274. Google’s conduct and practices have substantial anticompetitive effects in North
2 Carolina, including increased prices and costs, reduced innovation, poorer customer service, and
3 lowered output.

4 275. Plaintiffs have been harmed by Defendants’ anti-competitive conduct in a manner
5 that the North Carolina antitrust laws were intended to prevent. For example, she paid more for
6 Android apps and/or in-app purchases than she would have paid in a competitive market. Plaintiffs
7 have also been injured because Google’s unlawful monopolization of the Android apps and in-app
8 purchases aftermarket has extinguished Plaintiffs’ freedom to choose between the Google Play Store
9 and lower cost market alternatives that would have been available had Google not monopolized the
10 market. Plaintiffs have also been injured because Google’s establishment and maintenance of
11 monopoly pricing has caused a reduction in the output and supply of Android apps and in-app
12 purchases, which would have been more abundantly available in a competitive market. Plaintiffs
13 have suffered and continues to suffer damages and irreparable injury, and such damages and injury
14 will not abate until an injunction ending Google’s anti-competitive conduct issues.

15 **COUNT 28: North Dakota Uniform State Antitrust Act (Against all Defendants)**

16 276. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
17 forth in the rest of this Complaint as if fully set forth herein.

18 277. Google’s acts and practices detailed above violate the North Dakota Uniform State
19 Antitrust Act, N.D. Cent. Code § 51-08.1-01, *et seq.*, which prohibits, *inter alia*, combinations in
20 restraint of, or to monopolize, trade or commerce, *id.* § 51-08.1-02, and the establishment,
21 maintenance, or use of a monopoly, or an attempt to establish a monopoly, of trade or commerce in
22 a relevant market by any person, for the purpose of excluding competition or controlling, fixing, or
23 maintaining prices, *id.* § 51-08.1-03.

1 278. Google’s conduct and practices have substantial anticompetitive effects in North
2 Dakota, including increased prices and costs, reduced innovation, poorer customer service, and
3 lowered output.

4 279. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
5 the North Dakota Uniform State Antitrust Act was intended to prevent. For example, she paid more
6 for Android apps and/or in-app purchases than she would have paid in a competitive market.
7 Plaintiff has also been injured because Google’s unlawful monopolization of the Android apps and
8 in-app purchases aftermarket has extinguished Plaintiff’s freedom to choose between the Google
9 Play Store and lower cost market alternatives that would have been available had Google not
10 monopolized the market. Plaintiff has also been injured because Google’s establishment and
11 maintenance of monopoly pricing has caused a reduction in the output and supply of Android apps
12 and in-app purchases, which would have been more abundantly available in a competitive market.
13 Plaintiff has suffered and continues to suffer damages and irreparable injury, and such damages and
14 injury will not abate until an injunction ending Google’s anticompetitive conduct issues.

15 **COUNT 29: Oregon Antitrust Law (Against all Defendants)**

16 280. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
17 forth in the rest of this Complaint as if fully set forth herein.

18 281. Google’s acts and practices detailed above violate the Oregon Antitrust Law, Or.
19 Rev. Stat. § 646.705, *et seq.*, which prohibits, *inter alia*, combinations in restraint of trade or
20 commerce, *id.* § 646.725, and monopolization or attempted monopolization of any part of trade or
21 commerce, *id.* § 646.730.

22 282. Google’s conduct and practices have substantial anticompetitive effects in Oregon,
23 including increased prices and costs, reduced innovation, poorer customer service, and lowered
24 output.

1 283. Plaintiff has been harmed by Defendants' anti-competitive conduct in a manner that
2 the Oregon Antitrust Law was intended to prevent. For example, she paid more for Android apps
3 and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also been
4 injured because Google's unlawful monopolization of the Android apps and in-app purchases
5 aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store and lower
6 cost market alternatives that would have been available had Google not monopolized the market.
7 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
8 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
9 would have been more abundantly available in a competitive market. Plaintiff has suffered and
10 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
11 an injunction ending Google's anti-competitive conduct issues.

12 **COUNT 30: South Dakota Antitrust Laws (Against all Defendants)**

13 284. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
14 forth in the rest of this Complaint as if fully set forth herein.

15 285. Google's acts and practices detailed above violate South Dakota's antitrust laws,
16 .S.D. Codified Laws § 37-1-3.1, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade
17 or commerce, *id.*, and monopolization or attempted monopolization of trade or commerce, *id.* § 37-
18 1-3.2.

19 286. Google's conduct and practices have substantial anticompetitive effects in South
20 Dakota, including increased prices and costs, reduced innovation, poorer customer service, and
21 lowered output.

22 287. Plaintiff has been harmed by Defendants' anticompetitive conduct in a manner that
23 South Dakota's antitrust laws were intended to prevent. For example, she paid more for Android
24 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also

1 been injured because Google’s unlawful monopolization of the Android apps and in-app purchases
2 aftermarket has extinguished Plaintiff’s freedom to choose between the Google Play Store and lower
3 cost market alternatives that would have been available had Google not monopolized the market.
4 Plaintiff has also been injured because Google’s establishment and maintenance of monopoly
5 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
6 would have been more abundantly available in a competitive market. Plaintiff has suffered and
7 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
8 an injunction ending Google’s anticompetitive conduct issues.

9 **COUNT 31: Tennessee Trade Practices Act (Against all Defendants)**

10 288. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
11 forth in the rest of this Complaint as if fully set forth herein.

12 289. Google’s acts and practices detailed above violate the Tennessee Trade Practices Act,
13 Tenn. Code § 47-25-101, *et seq.*, which prohibits, *inter alia*, combinations designed, or which tend,
14 to advance, reduce, or control the price or the cost to the producer or the consumer of any such
15 product or article, *id.*

16 290. Google’s conduct and practices have substantial anticompetitive effect in Tennessee,
17 including increased prices and costs, reduced innovation, poorer customer service, and lowered
18 output.

19 291. Plaintiff has been harmed by Defendants’ anticompetitive conduct in a manner that
20 the Tennessee Trade Practices Act was intended to prevent. For example, she paid more for Android
21 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff has also
22 been injured because Google’s unlawful monopolization of the Android apps and in-app purchases
23 aftermarket has extinguished Plaintiff’s freedom to choose between the Google Play Store and lower
24 cost market alternatives that would have been available had Google not monopolized the market.

1 Plaintiff has also been injured because Google's establishment and maintenance of monopoly
2 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
3 would have been more abundantly available in a competitive market. Plaintiff has suffered and
4 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
5 an injunction ending Google's anticompetitive conduct issues.

6 **COUNT 32: Utah Antitrust Act (Against all Defendants)**

7 292. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
8 forth in the rest of this Complaint as if fully set forth herein.

9 293. Google's acts and practices detailed above violate the Utah Antitrust Act, Utah Code
10 § 76-10-3101, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or commerce, *id.*
11 § 76-10-3104, and monopolization or attempted monopolization of any part of trade or commerce,
12 *id.*

13 294. Google's conduct and practices have substantial anticompetitive effect in Utah,
14 including increased prices and costs, reduced innovation, poorer customer service, and lowered
15 output.

16 295. Plaintiff has been harmed by Defendants' anti-competitive conduct in a manner that
17 the Utah Antitrust Act was intended to prevent. For example, she paid more for Android apps and/or
18 in-app purchases than she would have paid in a competitive market. Plaintiff has also been injured
19 because Google's unlawful monopolization of the Android apps and in-app purchases aftermarket
20 has extinguished Plaintiff's freedom to choose between the Google Play Store and lower cost market
21 alternatives that would have been available had Google not monopolized the market. Plaintiff has
22 also been injured because Google's establishment and maintenance of monopoly pricing has caused
23 a reduction in the output and supply of Android apps and in-app purchases, which would have been
24 more abundantly available in a competitive market. Plaintiff has suffered and continues to suffer

1 damages and irreparable injury, and such damages and injury will not abate until an injunction
2 ending Google's anti-competitive conduct issues.

3 **COUNT 33: Vermont Consumer Protection Laws (Against all Defendants)**

4 296. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
5 forth in the rest of this Complaint as if fully set forth herein.

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

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

12 299. Plaintiff has been harmed by Defendants' anti-competitive conduct in a manner that
13 the Vermont consumer protection laws were intended to prevent. For example, she paid more for
14 Android apps and/or in-app purchases than she would have paid in a competitive market. Plaintiff
15 has also been injured because Google's unlawful monopolization of the Android apps and in-app
16 purchases aftermarket has extinguished Plaintiff's freedom to choose between the Google Play Store
17 and lower cost market alternatives that would have been available had Google not monopolized the
18 market. Plaintiff has also been injured because Google's establishment and maintenance of
19 monopoly pricing has caused a reduction in the output and supply of Android apps and in-app
20 purchases, which would have been more abundantly available in a competitive market. Plaintiff has
21 suffered and continues to suffer damages and irreparable injury, and such damages and injury will
22 not abate until an injunction ending Google's anti-competitive conduct issues.

23

COUNT 34: Wisconsin Trade Regulations (Against all Defendants)

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2 300. Plaintiff restates, re-alleges, and incorporates by reference each of the allegations set
3 forth in the rest of this Complaint as if fully set forth herein.

4 301. Google's acts and practices detailed above violate Wisconsin's trade regulations,
5 Wis. Stat. Ann. § 133.01, *et seq.*, which prohibit, *inter alia*, combinations in restraint of trade or
6 commerce, *id.* § 133.03, and monopolization or attempted monopolization of any part of trade or
7 commerce, *id.*

8 302. Google's conduct and practices have substantial effects in Wisconsin, including
9 increased prices and costs, reduced innovation, poorer customer service, and lowered output.

10 303. Plaintiffs have been harmed by Defendants' anti-competitive conduct in a manner
11 that Wisconsin's trade regulations were intended to prevent. For example, she paid more for Android
12 apps and/or in-app purchases than she would have paid in a competitive market. Plaintiffs have also
13 been injured because Google's unlawful monopolization of the Android apps and in-app purchases
14 aftermarket has extinguished Plaintiffs' freedom to choose between the Google Play Store and lower
15 cost market alternatives that would have been available had Google not monopolized the market.
16 Plaintiffs have also been injured because Google's establishment and maintenance of monopoly
17 pricing has caused a reduction in the output and supply of Android apps and in-app purchases, which
18 would have been more abundantly available in a competitive market. Plaintiffs have suffered and
19 continues to suffer damages and irreparable injury, and such damages and injury will not abate until
20 an injunction ending Google's anti-competitive conduct issues.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of
3 Plaintiff and against Defendants:

4 A. Permanently enjoining Defendants from monopolizing or attempting to monopolize
5 the Android applications aftermarket;

6 B. Awarding Plaintiffs and the Class treble damages for injuries caused by
7 Defendants' violations of the federal antitrust laws, California's Cartwright Act, the Arizona
8 Uniform State Antitrust Act, the District of Columbia Antitrust Act, the Hawaii antitrust laws, the
9 Iowa Competition Law, the Kansas Restraint of Trade Act, Maine's monopoly and profiteering
10 laws, Maryland's antitrust laws, Massachusetts' consumer protection laws, the Michigan Antitrust
11 Reform Act, the Minnesota Antitrust Law of 1971, the Mississippi antitrust laws, Nebraska's
12 Junkin Act, the Nevada Unfair Trade Practices Act, the New Hampshire Consumer Protection Act,
13 the New Mexico Antitrust Act, New York's Donnelly Act, North Carolina's antitrust laws, the
14 North Dakota Uniform State Antitrust Act, the Oregon Antitrust Law, South Dakota's antitrust
15 laws, the Tennessee Trade Practices Act, the Utah Antitrust Act, Vermont's consumer protection
16 laws, and Wisconsin's trade regulations;

17 C. Awarding Plaintiff and the Class reasonable attorneys' fees and costs; and

18 D. Granting such other and further relief as the Court may deem just and proper.

19 **Jury Trial Demand**

20 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demand a jury
21 trial of all issues so triable.

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Dated: August 16, 2020

s/ Michael E. Klenov

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