

1 Aaron Teitelbaum (SBN 298135)  
aaron@kressinpowers.com  
2 Andrew Chang (SBN 319009)  
andrew@kressinpowers.com  
3 **KRESSIN POWERS LLC**  
400 Seventh Avenue NW, Suite 300  
4 Washington, DC 20004  
Telephone: (202) 922-5962

5 *Counsel for Plaintiff Aptoide, S.A.*

6  
7 **UNITED STATES DISTRICT COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**  
9

10 APTOIDE, S.A.

11 Plaintiff,

12 v.

13  
14 GOOGLE LLC; GOOGLE IRELAND  
15 LIMITED; GOOGLE COMMERCE  
16 LIMITED; GOOGLE ASIA PACIFIC PTE.  
17 LIMITED; and GOOGLE PAYMENT  
CORP.,

18 Defendants.  
19

CASE NO. 26-cv-3165

**COMPLAINT**

**JURY TRIAL DEMANDED**

**Table of Contents**

1 PRELIMINARY STATEMENT ..... 1  
 2 PARTIES ..... 5  
 3 JURISDICTION AND VENUE ..... 6  
 4 DIVISIONAL ASSIGNMENT ..... 8  
 5 FACTUAL ALLEGATIONS ..... 8  
 6  
 7 I. THE MERCHANT MARKET FOR MOBILE OPERATING SYSTEMS ..... 10  
 8 A. MARKET DEFINITION..... 10  
 9 1. Product Market ..... 10  
 10 2. Geographic Market..... 11  
 11 B. MONOPOLY POWER ..... 11  
 12 II. THE MARKETS FOR GENERAL SEARCH SERVICES AND SEARCH  
 13 ADVERTISING ..... 13  
 14 A. MARKET DEFINITION..... 14  
 15 B. MONOPOLY POWER/MARKET POWER ..... 15  
 16 C. ANTICOMPETITIVE CONDUCT AND EFFECTS ..... 16  
 17 III. THE ANDROID APP DISTRIBUTION MARKET..... 17  
 18 A. MARKET DEFINITION..... 18  
 19 1. Product Market ..... 18  
 20 2. Geographic Market..... 19  
 21 B. MONOPOLY POWER ..... 20  
 22 C. ANTICOMPETITIVE CONDUCT..... 21  
 23 1. Conduct Relating to OEMs ..... 21  
 24 2. Conduct Relating to Mobile Network Operators (MNOs) ..... 24  
 25 3. Conduct Relating to App Developers..... 25  
 26 4. Conduct Relating to Competing App Stores ..... 31  
 27 5. Conduct Relating to App Users ..... 32  
 28

1 D. ANTICOMPETITIVE EFFECTS ..... 40

2 IV. THE ANDROID IN-APP BILLING MARKET ..... 41

3 A. MARKET DEFINITION..... 42

4 1. Product Market ..... 42

5 2. Geographic Market..... 43

6 B. MONOPOLY POWER ..... 43

7 C. ANTICOMPETITIVE CONDUCT..... 44

8 D. ANTICOMPETITIVE EFFECTS ..... 46

9 V. RELATED LAWSUITS BY THE UNITED STATES, STATE ATTORNEYS

10 GENERAL, AND PRIVATE PARTIES..... 47

11 COUNT I: Sherman Act § 2 (Monopoly Maintenance in the Market for Android App

12 Distribution) ..... 50

13 COUNT II: Sherman Act § 1 (Unreasonable Restraints of Trade in the Market for Android App

14 Distribution Relating to OEMs) ..... 51

15 COUNT III: Sherman Act § 1 (Unreasonable Restraints of Trade in the Market for Android App

16 Distribution Relating to the Developer Distribution Agreement) ..... 52

17 COUNT IV: Sherman Act § 1 (Unreasonable Restraints of Trade in the Market for Android App

18 Distribution Relating to Other Agreements with Developers, Including Project Hug, the Games

19 Velocity Program, and the Apps Velocity Program)..... 54

20 COUNT V: Sherman Act § 1 (Reciprocal Dealing Across the Market for General Search Services

21 and the Market for Android App Distribution) ..... 55

22 COUNT VI: Sherman Act § 1 (Reciprocal Dealing Across the Market for Search Advertising and

23 the Market for Android App Distribution) ..... 57

24 COUNT VII: Sherman Act § 2 (Monopolization and Monopoly Maintenance in the Market for

25 Android In-App Billing)..... 58

26 COUNT VIII: Sherman Act § 1 (Unreasonable Restraints of Trade in the Market for Android In-

27 App Billing Relating to the Developer Distribution Agreement) ..... 59

1 COUNT IX: Sherman Act § 1 (Tying Google Play Store in the Market for Android App  
2 Distribution to Google Play Billing in the Market for Android In-App Billing) ..... 61  
3  
4 COUNT X: California Cartwright Act (Unreasonable Restraints of Trade in the Market for  
5 Android App Distribution Relating to OEMs) ..... 62  
6  
7 COUNT XI: California Cartwright Act (Unreasonable Restraints of Trade in the Market for  
8 Android App Distribution Relating to the Developer Distribution Agreement)..... 64  
9  
10 COUNT XII: California Cartwright Act (Reciprocal Dealing Across the Market for General  
11 Search Services and the Market for Android App Distribution)..... 65  
12  
13 COUNT XIII: California Cartwright Act (Reciprocal Dealing Across the Market for Search  
14 Advertising and the Market for Android App Distribution) ..... 67  
15  
16 COUNT XIV: California Cartwright Act (Unreasonable Restraints of Trade in the Market for  
17 Android In-App Billing Relating to the Developer Distribution Agreement) ..... 69  
18  
19 COUNT XV: California Cartwright Act (Tying Google Play Store in the Market for Android App  
20 Distribution to Google Play Billing in the Market for Android In-App Billing) ..... 70  
21  
22 COUNT XVI: California Unfair Competition Law (Unlawful Conduct)..... 72  
23  
24 PRAYER FOR RELIEF ..... 73  
25  
26 DEMAND FOR JURY TRIAL ..... 73  
27  
28

1 **PRELIMINARY STATEMENT**

2 1. App stores are the gateways to the digital mobile app economy. For billions of  
3 mobile device users worldwide, app stores determine which apps a user can discover, the means  
4 through which developers and users transact, and ultimately, which apps succeed or fail. In short,  
5 app stores control the commercial relationship between developers and users. Control over that  
6 infrastructure determines whether competition in the mobile app ecosystem can occur at all.

7 2. After 15 days of trial in *Epic Games, Inc. v. Google LLC* (“*Epic v. Google*”), a jury  
8 found that there is a relevant market for **Android App Distribution**, and that Google willfully  
9 acquired or maintained monopoly power in that market by engaging in anticompetitive conduct.  
10 Both the District Court judge overseeing the trial and the Ninth Circuit upheld the jury’s verdict.  
11 *See In re Google Play Store Antitrust Litig.*, 2024 WL 3302068, at \*1 (N.D. Cal. July 3, 2024); *In*  
12 *re Google Play Store Antitrust Litig.*, 147 F. 4th 917, 930 (9th Cir. 2025).

13 3. Google’s dominant position in the Android App Distribution market—a monopoly  
14 share of over 90% protected by significant barriers to entry, according to data through 2022—was  
15 not the result of competition on the merits. It arose from Google’s deliberate, multi-pronged strategy  
16 to maintain its monopoly over this critical gateway, suppress rival app stores, and extract  
17 supracompetitive fees from developers and users. *See* ECF No. 606, *In re Google Play Store*  
18 *Antitrust Litig.* (N.D. Cal. No. 20-cv-05671) (“Epic Verdict Sheet”), at 2-3.

19 4. Google attacked competition at every level of the Android ecosystem. Google used  
20 Mobile Application Distribution Agreements (“MADAs”) and Revenue Sharing Agreements  
21 (“RSAs”) with manufacturers of Android phones to secure preferential placement for Google Play  
22 and punish any attempts to give its competitors comparable treatment—conduct which, according  
23 to data obtained by the Competition & Markets Authority as well as the *Google Search* remedies-  
24 phase record, continued through at least 2024. It reinforced those restrictions through side deals  
25 with major app developers designed to keep them in the Play ecosystem and prevent rival stores  
26 from gaining traction. It raised technical and contractual barriers that continue today to prevent rival  
27 app stores from achieving meaningful distribution on Android devices. And it deliberately  
28 engineered the user experience of installing apps from outside Google Play to be onerous and often

1 prohibitive, forcing users still today to overcome numerous warning screens, security prompts, and  
2 multi-step hurdles before downloading an app through a competing channel.

3 5. Not content with maintaining its monopoly in the market for Android App  
4 Distribution, Google used its dominance in that market to acquire and maintain a monopoly in a  
5 separate market for in-app billing services for apps in the Android ecosystem. Until at least 2025,  
6 Google conditioned developers' access to the Google Play Store on their exclusive use of Google's  
7 proprietary in-app billing system, Google Play Billing. Google's coercive policies insulated Google  
8 Play Billing from price and quality competition and allowed Google to impose supracompetitive  
9 prices that developers could not avoid without losing access to Android users altogether. Presented  
10 with this evidence, the *Epic v. Google* jury likewise found—and the Ninth Circuit likewise  
11 affirmed—that there exists a relevant market for **Android In-App Billing Services for Digital**  
12 **Goods and Services Transactions** (the “**Android In-App Billing Market**”), and that Google  
13 willfully acquired or maintained monopoly power in that market by engaging in anticompetitive  
14 conduct. *See Epic Verdict Sheet at 2-3.*

15 6. Google's unlawful monopolies in the Android App Distribution Market and in the  
16 Android In-App Billing Market did not arise in isolation. Those monopolies are flanked by Google's  
17 adjacent monopoly in the market for **General Search Services**, which was found after a trial lasting  
18 over two months to be a relevant market in which Google had monopoly power and engaged in  
19 anticompetitive conduct. *See United States v. Google LLC*, 747 F. Supp. 3d 1, 118, 136 (D.D.C.  
20 2024) (“*Google Search*”). Google used its mutually-reinforcing monopoly in this market to secure  
21 its dominant position in the markets for Android App Distribution and Android In-App Billing in at  
22 least two ways.

23 7. **First**, as discussed above, Google entered into MADAs and RSAs with every major  
24 manufacturer of Android phones, offering them extortionately lucrative shares of its monopoly  
25 profits in the General Search Services market in exchange for their agreement to preference the  
26 Google Play Store over competing app stores. In *Google Search*, the district court found that the  
27 MADAs and RSAs were anticompetitive agreements to maintain Google's general-search  
28 monopoly because they required manufacturers to preinstall Google Search as the default search

1 engine for those devices' search access points. 747 F. Supp. 3d at 99-100. In *Epic v. Google*, those  
2 very same agreements were determined to serve a dual purpose in the Android App Distribution  
3 market: not only did they require preinstallation and preferencing of the Google Play Store, but  
4 Google was able to use the monopoly profits it generated from its Google Search business to buy  
5 off Android device manufacturers so they would refuse Google's app-store competitors comparable  
6 treatment.

7 8. **Second**, knowing that it held a monopoly product in the General Search Services  
8 market, Google conditioned app developers' ability to advertise their apps through one-tap  
9 installations on the Google Search results page on those developers distributing their apps through  
10 the Google Play Store. For example, because apps like Spotify are distributed through Google Play,  
11 a user searching for the "Spotify" app on Google Search can download that app from Google Play  
12 by simply tapping an icon on the search results page. But if Spotify were to instead distribute its  
13 app through a competing app store, a user searching for "Spotify" on Google Search would see  
14 nothing but a link to the Spotify website. In sum, app developers may either distribute their apps  
15 through Google Play in order to access the vast audience of Android users searching for apps through  
16 Google Search, or distribute elsewhere and forego any meaningful visibility to those users.

17 9. None of this is defensible as competition on the merits. There is no procompetitive  
18 rationale for Google's use of monopoly profits from its Search monopoly to purchase Android  
19 manufacturers' compliance, conditioning critical revenue streams on the preloading and preferential  
20 placement of Google Play. Nor is there any justification for Google's self-preferencing of Google  
21 Play on Google Search, forcing app developers to either distribute through Google Play or give up  
22 the ability to convert users of Google's monopoly general-search product through streamlined one-  
23 tap downloads. This scheme does not improve products, reduce costs, or create efficiencies that  
24 benefit customers. It exists to protect and extend Google's monopoly power across adjacent markets  
25 by suppressing distribution alternatives and insulating Google Play from competitive pressure.

26 10. This case sits at the heart of this interrelated web of adjacent monopolies, each of  
27 which Google was found to have unlawfully acquired or maintained. Plaintiff Aptoide, S.A.  
28 ("Aptoide") is the world's leading independent Android app store. Notwithstanding Google's

1 anticompetitive chokehold over the Android App Distribution and Android In-App Billing Markets,  
2 Aptoide has managed to build one of the most successful and fastest-growing app distribution  
3 platforms globally, particularly in the distribution of mobile games. Founded in 2011, Aptoide  
4 reached its first million users in 2013; by 2024, only a decade later, it had reached over 200 million  
5 direct yearly users. Aptoide is presently the third-largest Android store in the world, with a catalog  
6 of approximately 436,000 unique apps.

7 11. For over a decade, Aptoide has provided users and developers a genuine competitive  
8 alternative to Google Play and Google Play Billing. It offers developers lower commissions, users  
9 lower payment costs, and app users across the ecosystem greater consumer choice. Aptoide has  
10 over 10 partner stores globally and has built an extensive content-delivery-network infrastructure  
11 around the world to optimize fast, secure downloads for users across multiple countries. It also has  
12 partnerships and connections with major U.S. network carriers (such as AT&T, Verizon, and T-  
13 Mobile), through which it has been able to achieve success in reaching users at the point of mobile-  
14 device purchase.

15 12. Aptoide has demonstrated both the incentive and the capability to compete with  
16 Google on the merits. But for Google’s monopolies in the Android App Distribution and Android  
17 In-App Billing Markets—and the exclusionary practices Google uses to protect them—Aptoide  
18 would have exerted substantially more competitive pressure on Google’s pricing and policies.  
19 Instead, Google successfully suppressed that competition, foreclosing Aptoide from crucial access  
20 channels at the outset and preventing it from realizing the benefits of fair competition that the  
21 antitrust laws are designed to protect.

22 13. Aptoide thus brings claims under Sections 1 and 2 of the Sherman Act, as well as  
23 under California’s Cartwright Act and Unfair Competition Law (“UCL”), to challenge Google’s  
24 unlawful agreements within, and monopolization of, two key Android commerce channels: (i) the  
25 Android App Distribution Market, and (ii) the Android In-App Billing Market. Aptoide seeks  
26 damages and injunctive relief necessary to dismantle the restraints that insulate Google Play and  
27 Google Play Billing from competitive pressure and end Google’s scheme to control how Android  
28 users discover, download, and pay for apps.

**PARTIES**

1  
2           14. Plaintiff Aptoide, S.A., is a company incorporated in Portugal with its principal  
3 place of business in Lisbon, Portugal. Founded in 2011, Aptoide operates an independent app  
4 distribution platform—the Aptoide Store—that allows Android users to discover and download  
5 mobile applications. Aptoide also offers in-app payment solutions that allow developers to monetize  
6 Android apps distributed through Aptoide. Aptoide has since grown into one of the largest  
7 competitors to the Google Play Store, reporting a global user base exceeding 200 million direct  
8 yearly users and an app catalog of approximately 436,000 unique apps.

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

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

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

26           18. Defendant Google Asia Pacific Pte. Limited (“Google Asia Pacific”) is a private  
27 limited company organized under the laws of Singapore with its principal place of business in  
28 Mapletree Business City, Singapore, and a subsidiary of Google LLC. Google Asia Pacific contracts

1 with all app developers that distribute their apps through the Google Play Store and is therefore a  
2 party to the anticompetitive contractual restrictions at issue in this Complaint.

3 19. Defendant Google Payment Corp. (“Google Payment”) is a Delaware corporation  
4 with its principal place of business in Mountain View, California, and a subsidiary of Google LLC.  
5 Google Payment provides in-app payment processing services to Android app developers and  
6 Android users and, as of the date of this filing, collects a 30% commission on many types of  
7 processed payments, including payments for apps sold through the Google Play Store and in-app  
8 purchases made within such apps.

9 **JURISDICTION AND VENUE**

10 20. This Court has subject-matter jurisdiction over Aptoide’s federal antitrust claims  
11 pursuant to the Clayton Antitrust Act, 15 U.S.C. §§ 15 and 26, and 28 U.S.C. §§ 1331 and 1337.  
12 The Court has supplemental jurisdiction over Aptoide’s state-law claims pursuant to 28 U.S.C.  
13 § 1367. The Court also has subject-matter jurisdiction over the state-law claims pursuant to 28  
14 U.S.C. § 1332 based on the diversity of citizenships of Plaintiff, on the one hand, and of Defendants,  
15 on the other, and the amount in controversy exceeding \$75,000.

16 21. This Court has personal jurisdiction over each of the Defendants. Google LLC and  
17 Google Payment are headquartered in this District. All Defendants have engaged in sufficient  
18 minimum contacts with the United States and have purposefully availed themselves of the benefits  
19 and protections of United States and California law, such that the exercise of jurisdiction over them  
20 would comport with due process requirements.

21 22. The Defendants also have consented to this Court’s exercise of personal jurisdiction.  
22 Each of the Defendants except Google Payment is a party to the Google Play Developer Distribution  
23 Agreement (the “DDA”) that sets forth the terms and conditions under which developers may list  
24 their apps on Google Play. According to the current version of the DDA published by Google on  
25 its website (dated September 2025), Section 16.8 provides that the parties will “agree to submit to  
26 the exclusive jurisdiction of the federal or state courts located within the county of Santa Clara,  
27 California to resolve any legal matter arising from or relating to this Agreement.” Section 16.8  
28 further provides that “[a]ll claims arising out of or relating to this Agreement or Your relationship

1 with Google under this Agreement will be governed by the laws of the State of California, excluding  
2 California’s conflict of laws provisions.” The claims addressed in this Complaint relate to the DDA  
3 and its impacts on Aptoide as a competing app store, or in the alternative, such claims arise out of  
4 the same nucleus of operative facts as other claims as to which the Court may exercise personal  
5 jurisdiction over each Defendant, so that the exercise of pendent personal jurisdiction would be  
6 proper.

7 23. Google Payment is a party to the Google Payment—Terms of Service—Seller  
8 Agreement, which sets forth the terms and conditions under which developers use Google Play’s in-  
9 app billing services. According to the most recent public version of this agreement published by  
10 Google on its website (dated March 2023), Section 11.3 provides that “[t]he exclusive venue for any  
11 dispute related to this Agreement will be the state or federal courts located in Santa Clara County,  
12 California, and each party consents to personal jurisdiction in these courts.” Section 11.3 further  
13 provides that “[t]he laws of California, excluding California’s choice of law rules, and applicable  
14 federal United States laws will govern this Agreement.” The dispute between Google Payment and  
15 Aptoide relates to the impact of the Google Payment Seller Agreement on Aptoide, or in the  
16 alternative, Aptoide’s claims arise out of the same nucleus of operative facts as other claims as to  
17 which the Court may exercise personal jurisdiction over Google Payment, so that the exercise of  
18 pendent personal jurisdiction would be proper.

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

1 **DIVISIONAL ASSIGNMENT**

2 25. Civil Local Rule 3-2(c) does not provide the basis for assignment to a particular  
3 Division of this District. However, pursuant to Civil Local Rule 3-12(a)(1)-(2), this case is related  
4 to *Epic v. Google* (N.D. Cal. No. 3:20-cv-5671-JD), which was consolidated into *In re Google Play*  
5 *Store Antitrust Litigation* (N.D. Cal. No. 3:21-md-2981-JD), because it concerns substantially the  
6 same parties, property, transactions, or events, and there will be an unduly burdensome duplication  
7 of labor and expense or conflicting results if this case is conducted before a different judge.

8 **FACTUAL ALLEGATIONS**

9 26. Plaintiff Aptoide, S.A. is a Portuguese public limited company headquartered in  
10 Lisbon, Portugal. Founded in 2011, Aptoide provides consumers and developers alike a meaningful  
11 alternative to dominant, closed app store ecosystems. Aptoide's flagship product is the Aptoide  
12 Store, a free and independent app distribution platform for Android that allows users to not only  
13 download and install apps, but also to operate their own app stores.

14 27. An "independent" app store is an app distribution platform that is not controlled by  
15 an upstream firm in the mobile ecosystem—*e.g.*, the Samsung Galaxy Store (which is controlled by  
16 Samsung, an Android device manufacturer), the Verizon App Manager (which is controlled by  
17 Verizon, a wireless carrier), or Google Play (which is controlled by Google, who owns the Android  
18 OS). Because non-independent app stores are controlled by firms that also compete with app  
19 developers (for example, Google distributes YouTube, which competes with other video-sharing  
20 apps, within Google Play) and thus profit from steering users toward their own apps and services,  
21 they often have incentives to impose restrictive distribution terms for the apps they do not own.  
22 Independent app stores lack those adverse incentives. Their success depends on attracting  
23 developers and users by offering competitive pricing, fair terms of distribution, flexibility in  
24 payment processing, and broader choice. In other words, their interests are aligned with those of  
25 developers seeking open access to users, and users seeking greater innovation and lower prices.

26 28. In the late 2000s and early 2010s, developers and industry observers increasingly  
27 recognized that apps distributed through vertically-integrated app stores (like Google Play) faced  
28 significant visibility issues, especially when they competed with the store operator's own proprietary

1 apps. Aptoide was created to meet the growing demand for a legitimate alternative distribution  
2 channel. In 2009, two years before its incorporation, Aptoide launched an open-source version of  
3 what would become the Aptoide Store, reflecting its early commitment to independent competition  
4 in mobile app distribution. Since then, Aptoide has become the fastest-growing app distribution  
5 platform in the world, serving more than 200 million direct yearly users worldwide and hosting a  
6 robust app catalog of approximately 436,000 unique apps with over 7 billion historical downloads  
7 in total. Aptoide has a substantial presence in the United States, generating approximately \$18.5  
8 million in U.S. revenue in 2025 from a domestic userbase of nearly a million monthly active users.

9 29. Aptoide provides a suite of products designed to broaden distribution options and  
10 reduce the costs imposed by dominant platforms. For example, in addition to the user-facing  
11 Aptoide Store, Aptoide also offers Aptoide Connect (formerly “Catapult”), the developer-facing  
12 side of the Aptoide Store that enables developers to integrate and monetize their apps across the  
13 Aptoide Store and over 10 partner app stores.

14 30. Aptoide Connect includes an in-app billing solution supporting a wide array of  
15 payment methods for in-app transactions, including credit card, Amazon Pay, PayPal, and local  
16 payment options tailored to specific regions. Aptoide Connect offers developers the industry’s most  
17 favorable revenue splits on these transactions, permitting them to keep up to 90% of the revenue for  
18 in-app purchases processed through Aptoide’s in-app billing software.

19 31. Aptoide also offers the Aptoide Wallet (formerly “AppCoins”), a separate  
20 application and web interface integrated with its in-app billing software that offers users discounts  
21 of up to 20% on in-app purchases. Users of the Aptoide Wallet are able to utilize multiple payment  
22 options to store a balance usable across various mobile games and applications.

23 32. In 2024, Aptoide launched in Europe the first alternative app store and in-app  
24 payment solution for Apple’s iOS, the operating system on which Apple’s iPhones run. That launch  
25 followed Apple’s implementation of changes required by the European Union’s Digital Markets Act  
26 (“DMA”), which requires designated platform “gatekeepers” to, *inter alia*, (i) permit and technically  
27 enable the installation of third-party apps and third-party app stores; and (ii) allow the use of  
28 alternative payment solutions for in-app purchases.

1 **I. THE MERCHANT MARKET FOR MOBILE OPERATING SYSTEMS**

2 33. Google’s dominance in the Android App Distribution and Android In-App Billing  
3 Markets (together, the “Android Markets”), discussed *infra* in Parts III and IV, is rooted in its  
4 dominance in an adjacent market: the **Merchant Market for Mobile Operating Systems (“OSs”)**.  
5 Although Aptoide’s claims are directed at Google’s anticompetitive conduct in the Android App  
6 Distribution and Android In-App Billing Markets, the foundational role that operating systems play  
7 in the smart mobile device ecosystem lends key context to the monopolies Google illegally acquired  
8 and maintained in those two markets.

9 **A. MARKET DEFINITION**

10 **1. Product Market**

11 34. Modern smartphones and tablets (“smart mobile devices”) are general-purpose  
12 computing devices. They deliver core functionality—communications, navigation, entertainment,  
13 and commerce—through software applications that run on top of an operating system, or OS.  
14 Without a mobile OS, a smart mobile device is not meaningfully usable. The OS supplies the basic  
15 interface and controls, manages the device’s connectivity and hardware features, and enables the  
16 installation and operation of mobile apps compatible with that OS.

17 35. Smart mobile devices are manufactured by original equipment manufacturers  
18 (“OEMs”) like Samsung, LG, Motorola, and Nokia. In order to be able to sell smart mobile devices  
19 that are usable by customers immediately after purchase, OEMs must pre-install OSs on each device  
20 they manufacture prior to sale. And, because OEMs must pre-install OSs on each device, OEMs  
21 design mobile devices to ensure the device’s compatibility with a particular OS the OEM chooses  
22 for a particular model of mobile device, so that the device may utilize the capabilities of that OS.  
23 Designing smartphones to be compatible with a particular OS—including engineering, integrating,  
24 and preinstalling that OS before sale—requires significant time and investment. An OEM cannot  
25 easily switch the OS of a given model of smart mobile device without incurring prohibitively large  
26 switching costs.

27 36. The vast majority of OEMs do not and cannot develop their own mobile OSs.  
28 Creating a mobile OS from scratch requires enormous and sustained investment in engineering and

1 long-term maintenance across a wide range of device configurations. A viable mobile OS must also  
2 include core functionality and compatibility layers that allow third-party apps to run reliably, and it  
3 must be updated continuously to keep pace with evolving hardware and security threats. Thus,  
4 building and maintaining a competitive mobile OS is not economically feasible for most OEMs.

5 37. As a result, most OEMs must license a mobile operating system that can be  
6 preinstalled on the smart mobile devices they manufacture and sell. There thus exists a relevant  
7 Merchant Market for Mobile OSs in which the developers of mobile OSs are the sellers of OS  
8 licenses, and OEMs are buyers of those licenses. Historically, the Merchant Market for Mobile OSs  
9 has included the Android OS (developed by Google), the Tizen OS (developed by Samsung and  
10 hosted by the Linux Foundation), and the Windows Mobile OS/Windows Phone OS (developed by  
11 Microsoft). Companies that produce OSs that they use only for their own proprietary hardware—  
12 *e.g.*, Apple’s iOS, available only on Apple’s iPhones—do not participate in this market because they  
13 do not sell licenses to OEMs.

## 14 2. Geographic Market

15 38. OEMs license mobile operating systems on a worldwide basis, except in China.  
16 Google’s operations in China are limited, and many of Google’s mobile products and services are  
17 not offered there. Those limitations reflect legal and regulatory restrictions imposed by China on  
18 mobile-OS-related software. Moreover, although Google requires OEMs licensing Android for sale  
19 outside China to refrain from selling devices using competing Android-compatible mobile OSs,  
20 Google does not impose that same restriction on devices sold within China. The geographic scope  
21 of the Merchant Market for Mobile OSs is therefore worldwide, excluding China.

### 22 B. MONOPOLY POWER

23 39. Google has monopoly power in the Merchant Market for Mobile OSs. Google’s  
24 monopoly power in this market is apparent both indirectly through its dominant market share  
25 protected by significant barriers to entry, and directly through its power to impose draconian,  
26 lopsided requirements on licensee OEMs without regard to competitive responses by other OS  
27 licensors.

1           40.       As the European Commission determined in the course of its 2018 investigation into  
2 Android, the Android OS (which Google licenses to OEMs) comes pre-installed on over 90% of all  
3 mobile devices sold by OEMs that license a third-party OS. Even including OEMs like Apple that  
4 *do not* license third-party OSs—and thus are not properly considered participants in the Licensing  
5 Market for Mobile OSs—Google’s Android OS has a 75% market share of devices sold worldwide,  
6 excluding China.

7           41.       Google’s dominant market share is protected by significant barriers to entry. The  
8 Android OS benefits from substantial network effects. Because devices, apps, and accessories must  
9 be designed to be compatible with a specific mobile OS, the Android OS has its own ecosystem of  
10 interdependent mobile products and apps that are designed to be usable only on Android. By  
11 contrast, a new mobile OS entrant must attract consumers to a device platform that initially lacks a  
12 robust app library (as well as hardware and accessories), while simultaneously persuading software  
13 and hardware developers to build, adapt, and maintain products for a platform that initially has few  
14 users. This chicken-and-egg problem—recognized in *United States v. Microsoft Corp.*, 87 F. Supp.  
15 2d 30 (D.D.C. 2000) as the “applications barrier to entry” into operating-systems markets—makes  
16 entry extremely difficult even for well-funded firms, because developers rationally prioritize  
17 platforms with large user bases, and users rationally choose platforms with the widest selection of  
18 apps and accessories.

19           42.       There likewise exists direct evidence of Google’s monopoly power in the Merchant  
20 Market for Mobile OSs. Google imposes stringent terms in its licensing agreements with OEMs  
21 that require, *inter alia*, that OEMs licensing the Android OS pre-install and preference the Google  
22 Play Store over other app stores. All of Google’s apps (*e.g.*, Gmail, Google Maps, YouTube, the  
23 Google Search Widget, and the Google Play Store) must be licensed as a bundle, meaning that an  
24 OEM cannot pre-install any Google apps without also pre-installing and preferencing all the others.  
25 Despite Google’s uniform imposition of this term—which precludes OEMs from entering into  
26 potentially lucrative deals with competing app stores allowing such stores to secure competitive  
27 default placements—several OEMs have nevertheless stated that other OSs are not a reasonable  
28 alternative to the Android OS. As they explain, other mobile OSs lack the existing catalog of high-

1 quality and successful mobile apps available on Android, which consumers find invaluable in  
2 selecting a mobile device to purchase. In other words, Google’s licensing terms with OEMs  
3 represent conduct in which only a monopolist could engage.

4 43. Similarly, Google has entered into so-called Anti-Fragmentation Agreements  
5 (“AFAs”) and Android Compatibility Commitments (“ACCs”) with OEMs licensing the Android  
6 OS. The Android OS is nominally “open source,” meaning that the Android codebase is publicly  
7 available for others to view, use, and modify. But the AFAs and ACCs prohibit those OEMs from  
8 creating and selling “forks” of the Android OS—*i.e.*, versions of Android derived from Android’s  
9 open-source codebase but modified, developed, and distributed by third parties rather than Google—  
10 that might permit those OEMs to circumvent Google’s self-preferencing requirements. Entering  
11 into an AFA or ACC is a precondition to an OEM being able to enter into a Mobile Application  
12 Distribution Agreement (“MADA”) and Revenue Sharing Agreement (“RSA”), which, as discussed  
13 *infra* in Parts II and III, are commercially indispensable to OEMs. This, too, is something only a  
14 monopolist could force its customers to do without fear of losing market share to its competitors.

15 44. This conduct also creates a further barrier to entry in the Merchant Market for  
16 Mobile OSs by restricting the ability of OEMs to support alternatives to Google’s version of Android  
17 and making it more difficult for consumers to switch to other mobile OSs.

## 18 **II. THE MARKETS FOR GENERAL SEARCH SERVICES AND SEARCH** 19 **ADVERTISING**

20 45. Google’s dominance in the Android Markets should also be considered against the  
21 backdrop of its dominance in two other markets: the market for **General Search Services** and the  
22 related market for **Search Advertising**.

23 46. In the mid-2000s, the emergence of modern smartphones marked a paradigm shift  
24 in computing, as consumers increasingly accessed the Internet and digital services through mobile  
25 platforms rather than traditional desktop computers. Recognizing that the mobile ecosystem  
26 threatened to disrupt and redirect attention away from the web-based pathways that fueled Google’s  
27 then-core business, Google moved aggressively to ensure that it could control the next generation  
28 of computing. As discussed *infra* in Parts III and IV, Google’s monopolization of the Android

1 Markets was the intended result of a decades-long strategy in which Google sought to use its existing  
2 dominance in general search—and, corollary to that dominance, the enormous value of advertising  
3 to Google’s general search userbase—to secure default distribution and preferencing for the Google  
4 Play Store, and by extension, Google Play Billing.

5 **A. MARKET DEFINITION**

6 47. **General Search Services.** A general search engine (“GSE”) is a tool to search the  
7 worldwide web using queries. GSEs attempt to answer all queries by providing search results that  
8 are relevant to those queries. Unlike specialized or “vertical” search tools that return results from a  
9 narrow category (such as shopping, restaurants, videos, or searches limited to a single app), GSEs  
10 are designed to answer a broad range of queries by searching across a wide portion of the Internet  
11 and presenting results to users in a ranked list.

12 48. As the district court found in *Google Search*, there exists a relevant market for  
13 General Search Services in the United States. In this market, GSEs (like Google, Bing, and  
14 DuckDuckGo) compete to provide responses to general-search queries from users. Alternative  
15 sources of query information, like “vertical” search tools and social media sites, are not reasonably  
16 interchangeable with general search services because general search services have peculiar  
17 characteristics and uses; are recognized in the industry as a distinct product for which other sources  
18 of query information are not reasonable substitutes; and require unique production facilities.

19 49. **Search Advertising.** Beyond their informational function, search engines that  
20 return information in response to user queries are invaluable advertising opportunities for goods and  
21 services sellers. For instance, when a user searches for “Bluetooth speakers” on Google Search, the  
22 search results page contains not only links relevant to the user’s query, but advertisements as well,  
23 potentially including text advertisements, product listing advertisements, or even advertisements for  
24 audio-focused mobile apps. Unlike other forms of advertising, search advertising offers advertisers  
25 the chance to respond to real-time, expressed intent discernable from a user’s query; for example, a  
26 user who looks up “Bluetooth speakers” is more likely to be interested in purchasing Bluetooth  
27 speakers than the average viewer of a non-targeted ad.  
28

1           50. As the district court found in *Google Search*, there exists a relevant market for  
2 Search Advertising in the United States. In this market, search providers (including not only general  
3 search engines, but also “vertical” search providers like Amazon and social media platforms like  
4 Facebook) compete to sell advertisements to various companies and individuals looking to advertise  
5 their products and services. Alternative sources of non-search advertising are not reasonably  
6 interchangeable with search advertising because search advertising has peculiar characteristics and  
7 uses; it is recognized in the industry as a distinct product market; users do not shift their spending  
8 away from search advertising even in the face of price hikes; it requires unique production facilities;  
9 and it employs distinct pricing models.

10           **B. MONOPOLY POWER/MARKET POWER**

11           51. **General Search Services.** As the district court found in *Google Search*, Google  
12 has monopoly power in the General Search Services Market. Google captures immense revenues  
13 and profit margins from its general search product, and has admitted that it does not “consider  
14 whether users will go to other specific search providers (general or otherwise) if it introduces a  
15 change to its Search product.” The ability to degrade product quality without concern of losing  
16 customers is something only a firm with monopoly power could do.

17           52. Google also has a dominant market share protected by significant barriers to entry.  
18 As the district court found in *Google Search*, Google enjoyed an 89.2% share of the market  
19 (measured by query volume) as of 2020, which increases to 94.9% on mobile devices. The next-  
20 largest competitor is Bing, with a share of 5.5% on all queries and 1.3% on mobile. Public-source  
21 metrics post-dating the *Google Search* trial have continued to place Google’s share of the market at  
22 between 89% and 92% between 2020 and 2026. Google’s dominance is durable; it has enjoyed an  
23 over-80% share since at least 2009. And it is insulated from competition by multiple, mutually-  
24 reinforcing entry barriers, including high capital costs, Google’s control over general-search  
25 distribution channels, brand recognition, and scale effects.

26           53. **Search Advertising.** As the district court found in *Google Search*, although the  
27 plaintiffs in that case had not proven that Google had monopoly power in the market for Search  
28 Advertising, Google had nevertheless held a durable share of at least 65% in the market since 2012,

1 despite the market’s enormous growth over the last decade. The district court likewise found that  
2 the capital cost of developing an ad platform is high, presenting a barrier to potential entrants. The  
3 district court ultimately determined that Google did not have monopoly power in the market for  
4 Search Advertising in significant part because it competed with companies like Amazon, Home  
5 Depot, Walmart, and Target in that market—companies that sold and advertised physical goods—  
6 each of which have significant shares on their own. *See Google Search*, 747 F. Supp. 3d at 133-35.

### 7 C. ANTICOMPETITIVE CONDUCT AND EFFECTS

8 54. As the district court found in *Google Search*, Google engaged in at least two  
9 categories of unlawful exclusive agreements to maintain its monopoly in the market for General  
10 Search Services: (i) search distribution agreements with browsers, and (ii) search distribution  
11 agreements with Android OEMs.

12 55. *First*, Google entered into exclusive agreements with Internet browser companies  
13 (primarily Apple and Mozilla) to establish Google as the out-of-the-box default search engine on  
14 their browsers. Under these agreements, Google Search was preloaded as the exclusive default  
15 search engine on all Safari (Apple’s browser) search access points; in return, Apple received a  
16 percentage cut of Google’s search profits. Google entered into similar agreements with Firefox  
17 (Mozilla’s browser) and S Browser (Samsung’s browser).

18 56. *Second*, Google entered into two types of exclusive agreements with OEMs  
19 licensing the Android OS: Mobile Application Distribution Agreements (“MADAs”) and Revenue  
20 Share Agreements (“RSAs”).

21 57. MADAs are device-by-device licenses that allow OEMs to use Google’s proprietary  
22 mobile applications developed for the Android ecosystem, referred to as Google Mobile Services  
23 (“GMS”). The GMS applications include the Google Search Widget, Chrome, YouTube, Gmail,  
24 Google Maps, Google Drive, and of particular note here, the Google Play Store. OEMs pay no fee  
25 for the GMS license. Without a MADA, an OEM cannot distribute any of these applications.

26 58. As a condition of the MADAs, Google requires OEMs to preload certain  
27 applications—including the Google Search widget and the Google Play Store—in prominent places  
28 within the smart mobile device interface. In practice, OEMs recognize that preloading more than

1 one of the same search access points, especially in similar prominent positions, is a suboptimal  
2 design that would degrade the user experience.

3 59. RSAs are separate agreements from the MADAs, but an OEM cannot enter into an  
4 RSA without first entering into a MADA. Each RSA generally follows a tiered structure, in which  
5 Google provides OEMs with a share of its revenue from Google Search tied to the degree of device  
6 exclusivity. For example, Google’s RSA with Samsung—one of the largest Android OEMs  
7 worldwide—provides that Samsung will receive a base percentage revenue share for devices  
8 complying with prior terms, and will receive additional incremental revenue share if Samsung  
9 provides additional preferencing to Google apps, such as setting certain search access points to  
10 Google, or as discussed *infra* in Part III, preloading *only* the Google Play Store as the default app  
11 distributor for the device. The same is substantially true for Google’s RSA with Motorola, another  
12 significant Android OEM.

13 60. These agreements foreclosed a significant amount of the market to competing  
14 providers of general search services; they deprived rivals of scale; and they reduced the incentives  
15 of rivals to invest and innovate in those markets.

### 16 **III. THE ANDROID APP DISTRIBUTION MARKET**

17 61. Mobile apps are software programs that allow users to access content, services, and  
18 functionality on smart mobile devices. Much of what consumers think of as a “smartphone” is, in  
19 reality, the collection of mobile applications that run on it. Functions such as messaging, navigation,  
20 video streaming, social media, music, mobile gaming, and shopping are delivered primarily through  
21 apps rather than the device hardware alone. Accordingly, the ability to discover and access apps  
22 tailored to a user’s unique interests is an indispensable part of that user’s mobile experience.

23 62. App stores are central gateways in the mobile ecosystem. Today, they are the  
24 primary means by which users find, install, and update apps, and they shape which apps can  
25 realistically reach users at scale. Although OEMs have the ability to pre-install apps on smart mobile  
26 devices, they cannot feasibly anticipate the needs of each individual user at the point of sale. Users’  
27 ability to customize their devices to suit their interests—including interests developed after  
28 purchase—thus relies fundamentally on those users’ ability to install mobile apps themselves *after*

1 they buy their mobile devices. With few exceptions, users do so through app stores, in which they  
2 can browse, search for, purchase, and download mobile apps. On Android, app downloads are  
3 overwhelmingly conducted through the Google Play Store.

4 63. The Google Play Store’s dominance in distributing mobile apps on Android cannot  
5 be explained by competition on the merits alone. Through a carefully-engineered series of  
6 anticompetitive acts, Google instituted restraints on players at all levels of the app ecosystem—the  
7 OEMs who manufacture Android-compatible devices; the network operators who provide  
8 telecommunications services on those devices; the developers who create Android apps; the users  
9 who consume them; and even the app stores that compete or could potentially compete with  
10 Google—to ensure that an overwhelming share of app downloads occur within the Google Play  
11 Store. The individual and cumulative effect of Google’s conduct was to substantially foreclose  
12 competition and maintain its monopoly in the Android App Distribution Market.

13 **A. MARKET DEFINITION**

14 **1. Product Market**

15 64. As the jury found in *Epic v. Google*, there exists a relevant market for Android App  
16 Distribution. This market includes all the channels by which mobile apps may be distributed to  
17 users of mobile devices running the Android OS. It primarily includes app stores like Google’s Play  
18 Store, Samsung’s Galaxy Store, and Aptoide. It also includes the direct downloading of apps  
19 without using an app store, *e.g.*, by navigating to an app’s website on a browser and downloading  
20 the app directly from the developer’s website. In practice, however, this method of direct-  
21 downloading apps (often referred to as “sideloading”) accounts for a very small share of total app  
22 downloads. For that reason, OEMs find it commercially unreasonable to sell smart mobile devices  
23 without at least one app store preloaded onto the device.

24 65. App stores are OS-specific, meaning that each app store distributes only apps  
25 compatible on the operating system in which the app store is used. For example, the Google Play  
26 Store, the Samsung Galaxy Store, and the Aptoide Store distribute only Android-compatible apps  
27 on Android devices, and Android users could only use these and other Android app stores to access  
28 Android apps. Android users could not, for example, use Apple’s App Store (which runs on a

1 different operating system), because Apple’s App Store is not available on Android devices, is not  
2 compatible with the Android OS, and does not offer apps compatible with the Android OS. Thus,  
3 non-Android app stores are not included in the Android App Distribution Market.

4 66. Competition at the smart mobile device level—*i.e.*, the theoretical possibility that a  
5 user could avoid the Google Play Store by simply purchasing a mobile device running Apple’s iOS  
6 instead—is not a meaningful competitive restraint in the Android App Distribution Market. In  
7 addition to the significant switching costs of purchasing a new mobile device, switching from  
8 Android devices often entails a significant loss of personal and financial investment that users have  
9 already put into the Android ecosystem. Moreover, consumers are not necessarily aware of their  
10 preferences in the app distribution market at the time of purchasing a mobile device. Furthermore,  
11 competition at the smart mobile device level is materially constrained by Google’s relationship with  
12 its next-largest competitor in the sale of mobile devices, Apple. Google has entered into a number  
13 of revenue-sharing agreements with Apple that result in less effective competition between them.

14 67. It is true that some developers create different versions of the same app that are  
15 compatible with different OSs. For example, apps like TikTok offer both an Android version and  
16 an iOS version. However, these different versions are separate, platform-specific applications  
17 designed to run on different operating systems. Even when consumers think of an app as “the same  
18 app” across devices, an Android app store carries only an Android-compatible version, while  
19 Apple’s App Store carries only an iOS-compatible version, because each operating system requires  
20 its own compatible app implementation.

## 21 2. Geographic Market

22 68. As the jury found in *Epic v. Google*, the geographic scope of the Android App  
23 Distribution Market is worldwide, excluding China. With the exception of China, app stores and  
24 other app distribution channels are developed, distributed, and made available on Android devices  
25 on a global basis. China is excluded from the relevant market because legal and regulatory barriers  
26 prevent operation of the Google Play Store and other global app stores within China; conversely,  
27 app stores prevalent in China have little footprint elsewhere.

1           **B.       MONOPOLY POWER**

2           69.       As the jury found in *Epic v. Google*, Google has monopoly power in the Android  
3 App Distribution Market. Google’s monopoly power is reflected through both indirect evidence of  
4 a dominant share protected by significant barriers to entry, as well as direct evidence of conduct  
5 only a monopolist could do.

6           70.       **Indirect Evidence.** Google holds a dominant share of the market. According to  
7 2020 data cited in the Ninth Circuit’s *Epic v. Google* decision last year, the Play Store accounted  
8 for over 80% of all Android app downloads around the world (excluding China), and over 95% of  
9 all Android app downloads in the United States. In 2023, Google’s dominant share led the European  
10 Commission to designate Google Play as a “gatekeeper” in the Android app-distribution market—  
11 reflecting its judgment that Google Play has a significant impact on the market; provides a core  
12 platform service which is an important gateway for business users to reach end users; and enjoys an  
13 entrenched and durable position in its operations.

14           71.       Google also holds a dominant share of the market measured by app store pre-  
15 installations. *See United States v. Google LLC*, 747 F. Supp. 3d 1, 149 (D.D.C. 2024) (the Google  
16 Play Store is a “must-have on all Android devices”); *see also id.* at \*150 (describing the “market  
17 reality that the Google Play Store is viewed by OEMs as essential to the Android customer  
18 experience”); *id.* (Microsoft CEO says that “without the Play Store, the ‘phone is a brick’”); *id.*  
19 (Samsung “deems the Play Store essential”). As the European Commission found in 2018, the  
20 Google Play Store comes pre-installed by OEMs on virtually all Android mobile devices, except  
21 those sold in China. No other Android app store is pre-installed on more than 10% of Android  
22 devices.

23           72.       Google’s market share is likewise dominant when calculated as a function of its app  
24 catalog, *i.e.*, its successful “sales” to developers of app distribution services. Today, the Google  
25 Play Store offers over 3 million apps, including every single one of the most popular Android apps.  
26 Aptoide, the third-largest-competitor to Google, carries by comparison approximately 436,000 apps.

27           73.       Google’s monopoly shares are protected by significant barriers to entry. The  
28 Google Play Store benefits from ongoing network effects based on the large number of participating

1 developers and users. These large complementary user- and developer-bases create a “flywheel”  
2 effect: the higher the number of apps, the more users want to use the Google Play Store, and the  
3 more users the Google Play Store has, the more developers want to distribute their apps on the  
4 Google Play Store. These network effects have particular salience at the OEM level, where smart  
5 mobile device manufacturers must decide how to allocate limited real estate when choosing which  
6 app stores to preinstall on the phones they sell. As discussed above, Android OEMs find it  
7 commercially unreasonable to sell phones without the Google Play Store, because they view other  
8 app stores as poor substitutes for the Google Play Store given their smaller catalogs.

9       74.     **Direct Evidence.** Google’s monopoly power is also evident in its supracompetitive  
10 pricing, which is not responsive to competitors’ pricing. As of this filing, Google still imposes a  
11 per-transaction commission price of 30% for apps distributed through the Google Play Store, which  
12 is substantially higher than prices that would exist under competitive conditions. Aptoide, for  
13 example, charges only a 10-25% commission—17-66% less than Google’s 30% rate—and its  
14 commission price also includes user-acquisition tools that developers on Google Play must pay extra  
15 for. Nevertheless, despite the existence of lower-cost options, developers risk significant revenue  
16 loss from not being on Google Play due to the number of users captive to its app store ecosystem.

### 17           C.     **ANTICOMPETITIVE CONDUCT**

18       75.     As the jury found in *Epic v. Google*, Google willfully acquired or maintained  
19 monopoly power in the Android App Distribution Market by engaging in anticompetitive conduct.  
20 Google’s anticompetitive conduct can be broken down into several discrete categories, which  
21 individually and collectively have allowed Google to obtain a near-absolute monopoly in Android  
22 app distribution.

#### 23                   1.     **Conduct Relating to OEMs.**

24       76.     **MADAs.** As discussed *supra* in Part II.C, and as the district court found in *Google*  
25 *Search*, Google conditions OEMs’ ability to license the Google Play Store on those OEMs’ entering  
26 into MADAs. As of 2019, about 2.3 billion Android devices were subject to a MADA. Google  
27 employees were not aware of any non-MADA Android device sold in the United States.  
28

1 77. As relevant here, until at least 2024, the MADAs required OEMs to provide the  
2 Google Play Store with preferential treatment compared to any other competing app store in order  
3 to be able to offer users *any* pre-installed Google apps. Specifically, the MADAs required that  
4 OEMs pre-install the Google Play Store, along with a suite of up to 30 other Google apps located  
5 on the “home screen” of each mobile device. This requirement, which takes up valuable real estate  
6 on mobile devices that could otherwise be occupied by competing app stores, effectively ensures  
7 that the Google Play Store is the most prominent app store on any device manufactured by OEMs  
8 subject to a MADA. Absent this requirement, OEMs would be able to enter into contracts with  
9 competing app stores to preinstall their app stores on a preferential basis, which would have enabled  
10 Aptoide to viably offer a competitive alternative to the Google Play Store.

11 78. **RSAs and Other Exclusive Agreements.** As discussed *supra* in Part II.C, and as  
12 the district court found in *Google Search*, Google also entered into RSAs with OEMs—which  
13 required prior entry into a MADA—that provided those OEMs with a share of Google’s revenue  
14 from its Search business (and, in some cases, from the Play Store) in exchange for making the  
15 Google Play Store the exclusive pre-installed store on the devices they manufactured. As the trial  
16 record for the remedies phase of *Google Search* makes clear, Google has continued to enter into  
17 RSAs as recently as 2025.

18 79. Since 2019, Google has entered into a number of agreements with certain OEMs  
19 (the “Premier Device Program”), including Nokia, Motorola, LG, Oppo, Vivo, OnePlus, Xiaomi,  
20 Sony, and Sharp, prohibiting or severely penalizing the preinstallation of any competing app store  
21 other than Google Play. Some of these agreements, for example Google’s agreement with LG, even  
22 required Google’s OEM counterparties to block the “sideloading” of apps directly from developers’  
23 own websites. Google intentionally designed these agreements to snuff out potential competition  
24 from competing app stores.

25 80. It is a reality of the industry that OEMs cannot give up the revenue-share from  
26 Google’s Search business and remain competitively viable. *See Google Search*, 747 F. Supp. 3d at  
27 100. OEMs get 8% of Search revenues under a RSA, and 4% on top of that for Play exclusivity.  
28 Google thus uses monopoly profit-sharing from its Search monopoly to create an indispensable

1 source of revenue for OEMs in the form of RSAs, and then requires as a condition of those RSAs  
2 that OEMs preference Google Play, maintaining its monopoly in the Android App Distribution  
3 Market.

4 81. Absent Google’s conduct, Aptoide could and would negotiate with OEMs to make  
5 the Aptoide Store available to customers via pre-installation on devices at sale. In the last decade,  
6 Aptoide has reached out to numerous OEMs and was told that the Aptoide Store could not be  
7 preloaded onto the home screen of those OEMs’ devices because they were reserved for Google’s  
8 apps, including the Google Play Store.

9 82. **AFAs and ACCs.** As discussed *supra* in Part I.C, Google also required OEMs to  
10 enter into AFAs and ACCs as a condition of licensing the Android OS. Those agreements preclude  
11 OEMs’ modification of Android to offer competing app stores or frictionless direct downloading.  
12 In other words, the AFAs and ACCs preclude circumvention of the MADAs’ and RSAs’ strict  
13 requirements that the Google Play Store be prioritized above its competitors, often on an exclusive  
14 basis.

15 83. **The Compatibility Test Suite (CTS).** Beyond its deals ensuring that OEMs would  
16 not find it economically viable to preload any competing app store on a preferential basis, Google  
17 also erected an additional, technical barrier to app-store competition: its Compatibility Test Suite  
18 (“CTS”). Google describes the CTS as a “free, commercial-grade test suite and tools to help ensure  
19 that your devices are Android compatible.” In reality, the CTS provides Google with unfettered  
20 discretion to block OEMs from preloading any apps they deem “incompatible” with the Android  
21 software and hardware, including competing app stores like Aptoide.

22 84. OEMs that wish to pre-install the Google Mobile Services (GMS) apps—including  
23 the Google Search Widget, Chrome, YouTube, Gmail, Google Maps, Google Drive, and the Google  
24 Play Store—must certify to Google that their devices are CTS-compliant. Thus, for the reasons  
25 discussed above, CTS compliance is a commercial necessity for OEMs. In 2018, Google took this  
26 one step further: not only could GMS apps not be *preloaded* onto devices Google deemed  
27 noncompliant through the CTS, but they also no longer could be downloaded *even after sale* onto  
28 non-CTS-compliant devices.

1 85. Google used the CTS as a means of deterring OEMs from preinstalling competing  
2 app stores, including Aptoide. By their nature, app stores require permissions on Android devices  
3 to install “packages”—in other words, to take apps uploaded by developers and place them onto  
4 users’ devices. Over the last decade, Aptoide has reached out to numerous OEMs worldwide in an  
5 attempt to obtain preloading of the Aptoide Store on those OEMs’ devices, and each time, the OEMs  
6 indicated to Aptoide that it would have to receive approval from Google by showing why the  
7 Aptoide Store needed the right to install packages. The preloading of a package-installing app on  
8 an Android device without such approval risks losing CTS compliance, and by extension, the ability  
9 to distribute *any* of the must-have apps in the GMS suite. This process creates substantial friction  
10 and a significant bargaining disadvantage for app stores other than Google Play, and has resulted in  
11 Aptoide’s inability to preload the Aptoide Store on OEMs’ devices on more than one occasion.

12 86. Having experienced significant issues with CTS approval, Aptoide reached out to  
13 Google in November 2019 to request a workaround through which the Aptoide Store and the GMS  
14 apps could be preloaded by OEMs concurrently on Android devices. Google did not respond.

## 15 2. Conduct Relating to Mobile Network Operators (MNOs).

16 87. **RSAs.** MNOs are mobile network operators, *e.g.*, AT&T, T-Mobile, and Verizon.  
17 Some MNOs have considered creating their own app stores. Faced with this threat, Google entered  
18 into a number of different agreements internally acknowledged as intended to quash the risk of  
19 competition. As with the OEMs, Google offered certain MNOs lucrative revenue-share agreements  
20 that split the revenue from app purchases—often up to 25%. Google expressly intended that this  
21 would offset the MNOs’ opportunity cost of giving up their own app distribution channels. Google  
22 has signed RSAs with each of the three major wireless carriers, and all three major carriers have  
23 enrolled all Android devices sold at the highest revenue tier, *i.e.*, requiring the highest degree of  
24 exclusivity for Google apps, including the Play Store. According to the trial record for the *Google*  
25 *Search* remedies phase, Google entered into extensions of its RSAs with MNOs at least as recently  
26 as 2025.

1                   **3. Conduct Relating to App Developers.**

2           88. Google also imposes a number of anticompetitive restraints directly on app  
3 developers that substantially foreclose competition from competing app stores.

4           89. **Developer Distribution Agreement (DDAs).** Each app developer—including  
5 developers of competing app stores, which are themselves apps—must sign a Developer  
6 Distribution Agreement (DDA) with Google as a precondition to distributing their apps through the  
7 Google Play Store. Each of the Defendants, except Google Payment, is a party to the DDA.

8           90. Although this Court’s injunction following the *Epic v. Google* trial required Google  
9 to rescind its longstanding policy of preventing the distribution of any competing app store from  
10 being listed on Google Play (as discussed below), Aptoide has not been able to successfully list  
11 either the Aptoide Store or the Aptoide Wallet on Google Play, despite submitting both to Google  
12 for inclusion. As to the Aptoide Store, Google has claimed that the app was not “compliant with  
13 Google Play Developer Program Policies.” Aptoide Wallet, on the other hand, was accepted by  
14 Google Play but appeared to be shadow-blacklisted in the store, *i.e.*, it did not show up at all when  
15 users searched for the keyword “Aptoide” in the Google Play app. When Aptoide reached out to  
16 remedy the issue, it received a generic response that the app did not “meet [Google’s] high-quality  
17 apps and games criteria,” even though the issue was related to the app’s visibility in the store, not  
18 whether it could be accepted for distribution. As of the date of this filing, Google has not resolved  
19 these issues.

20           91. Aptoide is and has been significantly affected by the DDA’s terms. The DDAs  
21 require, *inter alia*, that no competing app store may be distributed through the Google Play Store,  
22 without any technological or other justification. Section 4.5 of the DDA—including Google’s  
23 currently-published version effective as of September 2025—provides that developers “may not use  
24 Google Play to distribute or make available any Product that has a purpose that facilitates the  
25 distribution of software applications and games for use on Android devices outside of Google Play.”  
26 The DDAs are non-negotiable contracts of adhesion, and Google reserves the right under the DDA  
27 to remove and disable any Android app that it deems to have violated its no-competing-store  
28 requirement.

1           92.       In other words, for mobile devices on which Google Play is the only preinstalled  
2 app store, users seeking to access an alternative app distribution channel must download a competing  
3 app store directly from that app store’s website. For the reasons discussed *infra* in Part III.C.5, the  
4 experience of direct-downloading, or “sideloading,” a competing app store effectively precludes any  
5 rival app store from achieving scale.

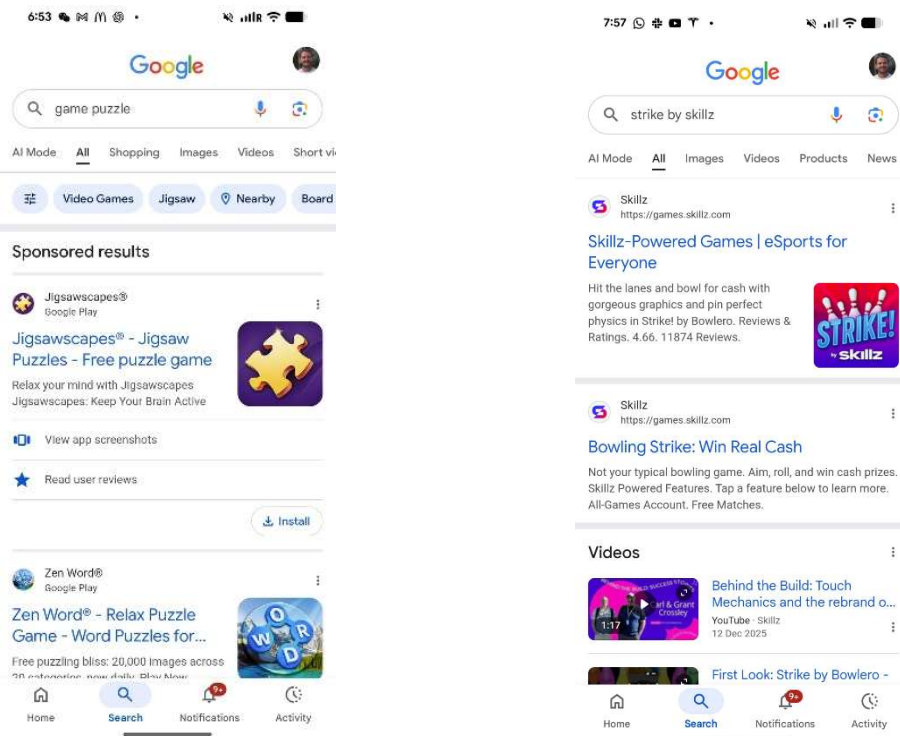
6           93.       In the absence of these restraints, competing app stores like Aptoide could allow  
7 users to replace or supplement the Google Play Store on their devices by listing their app stores  
8 through the Google Play Store—the only option to meaningfully reach a significant group of mobile  
9 users. Competition among app stores benefits users by giving them the option to discover and  
10 purchase apps through distribution channels other than Google Play, lowering prices and increasing  
11 consumer choice. Aptoide has been damaged by Google’s conduct because it was substantially  
12 foreclosed from competing with Google and lost the opportunity to reach Android users it would  
13 have reached in a competitive market.

14           94.       **The “App Campaigns” Program.** Google further reinforces Google Play Store’s  
15 dominance through its App Campaigns advertising program. That program is marketed by Google  
16 as an opportunity for app developers to reach more users by providing streamlined access to valuable  
17 Google-owned advertising channels. Of particular relevance here, developers that take part in the  
18 App Campaigns program are able to advertise their apps through the Google Search results page,  
19 where users searching for certain keywords can download relevant apps on their results pages with  
20 a single tap (“one-tap” downloads).

21           95.       Google has always required (including today) that Android app developers who  
22 wish to take part in the App Campaigns advertising program list their app in the Google Play Store.  
23 For apps not listed in Google Play, users searching for a relevant keyword would not receive a one-  
24 tap link to download the mobile app; instead, they would simply be given a link to the developer’s  
25 website, where a user could initiate the onerous, often prohibitive process of downloading an  
26 application directly from the Internet. This is not a mere inconvenience; as discussed *infra* in  
27 Paragraphs 112-130, the multi-step sideloading process is fraught with multiple technical barriers  
28

1 and scare screens that have had the actual effect of preventing a significant number of intended  
 2 downloads altogether.

3 96. For instance, in the first example below, a Google Search user interested in puzzle  
 4 games may search for the phrase “game puzzle” in Google Search. The first results that the user  
 5 would see are the Jigsawscapes and Zen Word apps, which are listed in Google Play, alongside  
 6 “Install” buttons through which the user could immediately download those games. If those apps  
 7 instead chose to list their apps in Aptoide, they would not only be buried in the search results under  
 8 competing apps listed in Google Play; they also would not be able to offer users the opportunity to  
 9 download their apps in one tap from the Google Search results page at all. The contrasting example  
 10 below demonstrates that a user searching up the “Strike!” app—which is distributed by Aptoide but  
 11 not Google Play—would see only a link to the publisher’s website, without any apparent way to  
 12 actually download the app.



25 97. Thus, although App Campaigns is advertised as a means of helping developers  
 26 expand their user base, it operates more as a threat: developers *must* list their apps in the Google  
 27 Play Store or be cut off from key advertising channels used by their competitors. The program is  
 28 structured so that developers seeking access to Google’s search-driven reach are pushed toward the

1 Play Store, while alternative Android app distributors lack comparable access to similar advertising  
2 infrastructure.

3 98. Being barred from one-tap downloads on Google Search is a severe punishment for  
4 developers. For most mobile-device users unboxing their Android device for the first time, app  
5 discovery follows a predictable path. Users turn first to whatever app store comes pre-installed on  
6 their device; for the reasons discussed above, this is almost universally the Google Play Store. If  
7 the Google Play Store does not carry the app, or if users wish to obtain the app on different  
8 distribution terms, their next option is to search for the app through a general search engine. Again,  
9 for the reasons discussed above, Google Search is the default access point for the overwhelming  
10 majority of Android users.

11 99. If one-tap download functionality is unavailable on users' search results, they are  
12 left with no practical alternative but to navigate a multi-step sideloading process that is technically  
13 burdensome, unfamiliar to the average user, and designed in a way that forecloses downloading at  
14 scale. As discussed in Paragraphs 112-130, *infra*, this process was successfully engineered to  
15 increase user friction for accessing apps anywhere outside of Google Play. Thus, even developers  
16 who have successfully advertised their apps to interested users will see a significant portion of those  
17 users funneled back into the Google Play ecosystem—not by choice, but by the practical  
18 impossibility of the only available alternative.

19 100. By Aptoide's internal metrics, the inability to offer users one-click downloads from  
20 the Google Search results page correlates with an approximate decrease of between 70-90%  
21 downloads per comparable application, depending on the intent of the user. For users already  
22 interested in a specific app not listed in Google Play, their inability to download that app in one  
23 tap—and Google's requirement that they navigate multiple scare screens and technical barriers  
24 before installing that app—is a significant deterrent. For users merely using Google Search to  
25 browse apps, that effect is magnified several times over. Users who have not yet decided on a  
26 particular app are substantially more likely to choose one they can access easily; non-Play apps are  
27 buried under their Play-listed competitors, making their discovery more difficult; and users face the  
28 same download barriers applicable only to non-Play apps.

1           101. As discussed above in Part II, Google has a monopoly in the General Search  
2 Services Market, and significant market power in the Search Advertising Market. As the Court  
3 found in *Google Search*—and as public-source data on Google’s search monopoly has shown from  
4 that time into the present day—between 89%-92% of searches on general search engines are routed  
5 through Google Search. Developers consider one-click advertising on the Google Search results  
6 page to be a critical means of obtaining new users, meaning that to refuse to list their apps in the  
7 Google Play Store would mean foregoing the valuable growth opportunity from being able to place  
8 such advertising. Google’s coercive gating of its search users behind use of the Play Store hobbles  
9 developers’ ability to decide what app store fits their needs best, and ensures dominance of the Play  
10 Store for reasons unrelated to competition on the merits.

11           102. **Project Hug, the Games Velocity Program, and the Apps Velocity Program.** In  
12 2019, following its dispute with Epic regarding the potential launch of Fortnite through other stores  
13 rather than the Google Play Store, Google launched an initiative called “Project Hug,” now referred  
14 to as the “Games Velocity Program.” Under this program, Google spent hundreds of millions of  
15 dollars to enter into agreements with at least 24 of the top game developers in the Android  
16 ecosystem, in which Google paid them significant sums of money in exchange for their agreement  
17 not to open a competing store or otherwise distribute their apps outside of the Google Play Store.  
18 Google viewed the potential for app developers to “go on their own” without launching on the  
19 Google Play Store as a “contagion” that would endanger Google Play’s dominance. Google  
20 specifically identified developers who were “most at risk . . . of attrition from Play” and  
21 systematically approached each of them with an offer designed to prevent horizontal competition  
22 on the merits.

23           103. These agreements impose, among other things, obligations on the developers to  
24 release mobile titles on the Google Play Store at the same time or earlier than they do on other app  
25 stores; not to remove their titles from the Google Play Store; and to maintain content, feature, and  
26 advertising parity between titles released on the Google Play Store compared to those released on  
27 other app stores.  
28

1           104. For example, according to an internal Google email, Activision Blizzard, Inc.  
2 (“ABK”), one of the largest game developers in the world, told Google that it was considering  
3 starting its own competing Android app store, but that the decision depended on whether it “can find  
4 the right deal/solution with [Google].” Google subsequently entered into a three-year agreement  
5 with ABK, which was signed on January 24, 2020, pursuant to which Google agreed to pay ABK  
6 approximately \$360 million. In exchange, ABK agreed to restrictions of the sort discussed above—  
7 for example, to launch all ABK games on the Google Play Store before or on the same date it  
8 launched them on any other store and to maintain feature and content parity in the games it released  
9 on the Google Play Store compared to any other store.

10           105. Google understood and intended that its agreement with ABK effectively ensured  
11 that ABK would abandon its plans to launch a competing app store. Specifically, Google understood  
12 that ABK’s narrow path to launching a viable competing Android app store depended on ABK’s  
13 ability to offer on its store compelling ABK apps on an exclusive or early-access basis, or with  
14 additional features or content not available from other stores. Given the inherent advantages of the  
15 Google Play Store from its pre-installation on all Android phones, its preferential placement on all  
16 Android phones, Google’s exclusivity agreements with nearly all OEMs and the myriad technical  
17 restrictions that Google imposes on alternative Android app stores, it was important for ABK to be  
18 able to offer unique apps and other content to attract Android users. The agreement that Google  
19 proposed to, and reached with, ABK prevented such differentiation. Google thus paid ABK  
20 hundreds of millions of dollars not to compete. ABK has not entered the Android App Distribution  
21 Market to date.

22           106. As another example, Riot Games, Inc. (“Riot”), another top game developer that  
23 was contemplating launching a competing app store, entered into a one-year Project Hug agreement  
24 with Google on March 9, 2020, under which Google paid Riot approximately \$30 million and Riot  
25 agreed not to launch early or exclusive titles on other app stores and to maintain content, feature,  
26 functionality, and promotion parity between its titles on the Google Play Store and on other app  
27 stores. Google understood and intended that Riot, like ABK, would not launch a competing Android  
28 app store absent the ability to offer exclusive Riot apps in that store—an ability Riot gave up in

1 exchange for millions of dollars. Riot also has not entered the Android App Distribution Market to  
2 date.

3 107. Google entered into other agreements and understandings with potential competing  
4 app distributors, including, for example, Supercell, to minimize their ability to operate competing  
5 app stores. During her deposition in *Epic v. Google*, Google’s Vice President of Apps and Games,  
6 testified that Google had recently entered into yet another agreement with Supercell, one of the  
7 largest game developers on Android.

8 108. At least some of these agreements were horizontal agreements among potential app  
9 store competitors, and these agreements had the actual and intended effect of inducing those  
10 developers from not launching a competing app store that would compete with Google in the  
11 Android App Distribution Market.

#### 12 4. Conduct Relating to Competing App Stores.

13 109. **Neutralizing Competitive Threats by Agreement.** In addition to the DDAs,  
14 which prevent the distribution of competing app stores on Google Play, Google also internally  
15 explored options to neutralize its competitive threats by negotiating with them directly. Documents  
16 discussing Google’s “Project Banyan” show that in 2019, Google executives traveled to Korea to  
17 discuss an “app distribution proposal” in which Google would pay Samsung “up to \$60M” in return  
18 for Samsung’s agreement to allow Google Play to host all of the apps in Samsung’s Galaxy Store  
19 and process all of the payments within apps distributed through Samsung’s Galaxy Store. In other  
20 words, under this proposal, the Galaxy Store would be reduced to a storefront for the Google Play  
21 Store, while the Galaxy Store’s entire app catalog—including the processing for in-app payments  
22 occurring in apps downloaded therein—would effectively be run by Google behind the scenes.

23 110. Google ultimately chose not to pursue Project Banyan, despite it being authorized  
24 by Google’s Business Council. The strategy of reaching a partnership with Samsung to neutralize  
25 it as a competitive threat in the app distribution market, however, has long been discussed as a  
26 strategic objective within Google’s internal documents. In 2011, senior Google executives were  
27 “having discussions with Samsung to get them to stop distributing apps through Samsung App  
28 store”; in 2013, Google again met with Samsung to discuss the possibility that “Samsung Apps

1 should no longer compete directly with Google Play”; and in the Complaint filed by 36 States and  
2 the District of Columbia in *State of Utah, et al. v. Google LLC, et al.*, the plaintiffs alleged that  
3 Google after Project Banyan sought a different implementation toward the same anticompetitive  
4 goal of eliminating or limiting the competitive threat posed by Samsung.

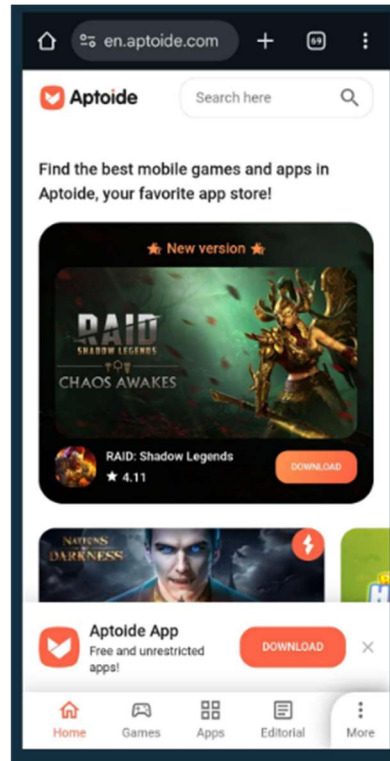
##### 5 **5. Conduct Relating to App Users.**

6 111. Google also engages in a range of conduct directed at users, ensuring that the  
7 consumer experience of downloading apps and app stores outside of Google Play is confusing and  
8 difficult, particularly for non-tech-savvy users of Android devices. The individual and collective  
9 impact of these actions has been to insulate Google Play from competition on the merits.

10 112. **Sideloading.** Google directly interferes with users’ interaction with mobile apps  
11 outside the Google Play Store by impeding direct downloads of mobile apps from developers’  
12 websites, a practice Google refers to as “sideloading.” Under the pretext of user security, Google  
13 creates substantial friction for users seeking to sideload apps, including numerous scare screens,  
14 requiring users to engage in a highly technical and onerous process of changing specific settings  
15 within their mobile devices, and refusing to allow direct-downloaded apps to update in the  
16 background.

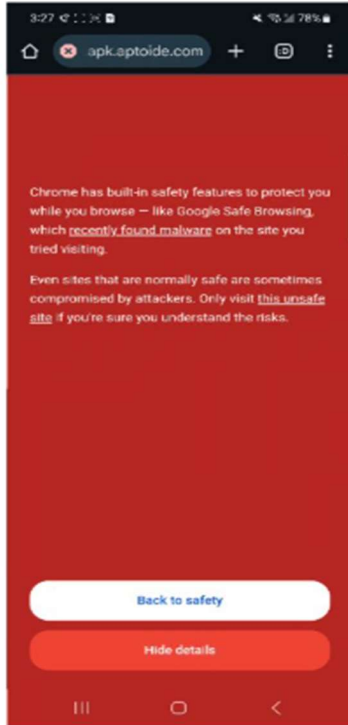
17 113. As discussed above, sideloading is the only way that the vast majority of users with  
18 smart mobile devices running the Android OS can get access to the Aptoide Store itself (because  
19 the vast majority of OEMs’ smartphones come with the Play Store pre-installed and prioritized, *see*  
20 ¶¶ 76-81, and because Aptoide’s app store cannot be downloaded on the Play Store, *see* ¶¶ 89-93).  
21 But even putting aside the competitive disadvantage to which Aptoide is subject by having to be  
22 sideloaded, Google has affirmatively erected additional barriers to such sideloading by making it  
23 extraordinarily difficult for users to do so as a technical matter. The below images captured in July  
24 2025—well after the *Epic v. Google* verdict and affirmance in the Ninth Circuit—demonstrate the  
25 steps a user still must take in order to successfully download Aptoide’s app store:  
26  
27  
28

1 114. First, the user must itself navigate to Aptoide’s website through a browser.  
2

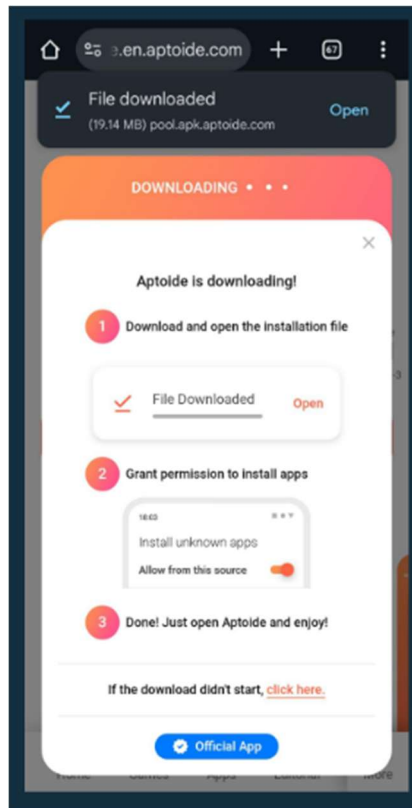


15 115. Even navigating to Aptoide’s website has involved substantial interference by  
16 Google. For a period of time in 2025, Google blocked Aptoide’s website in Chrome, preventing  
17 users from visiting the site to download the Aptoide Store. Users accessing Aptoide’s website were  
18 presented with a bright-red scare screen indicating that Chrome had “found malware on the site you  
19 tried visiting,” and informing them that “[e]ven sites that are normally safe are sometimes  
20 compromised by attackers.” The only options presented to users were to go “Back to safety” or to  
21 “Hide details,” though users could click on the text of the warning to access a link described as “this  
22 unsafe site.” There was no malware on Aptoide’s website, nor had that website been  
23 compromised—nevertheless, Aptoide suffered significantly reduced traffic during the period of time  
24 in which Google had erroneously classified its site as dangerous.  
25  
26  
27  
28

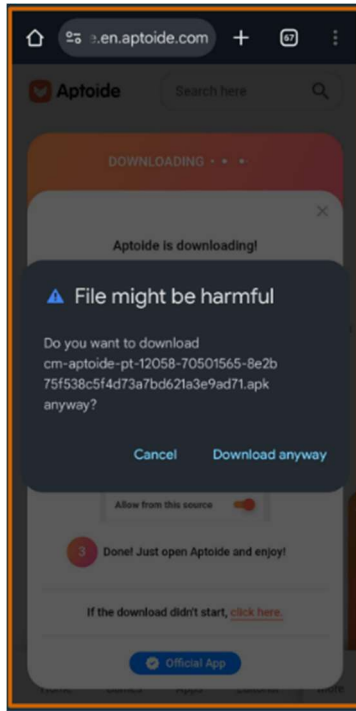
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



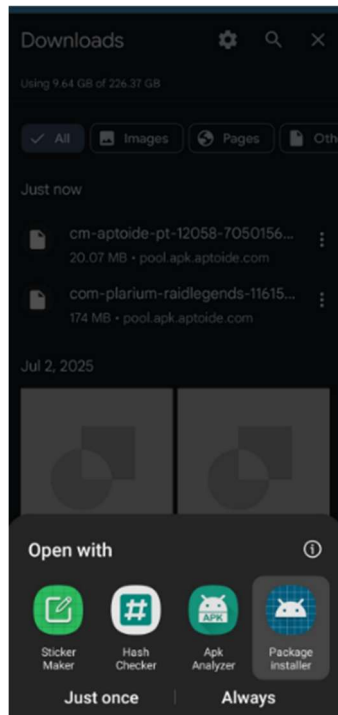
116. Second, the user must click the “download button,” noting instructions on how to navigate to their mobile device’s settings to grant their device permission to install “unknown apps.”



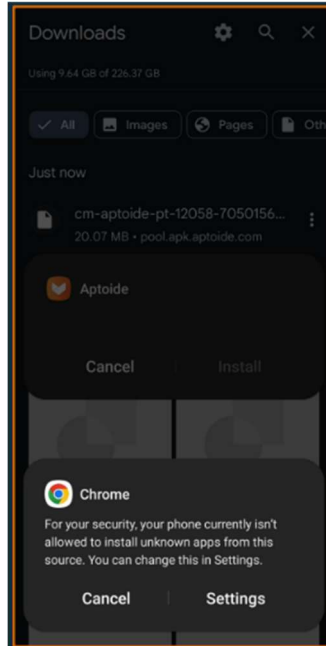
1 117. Third, the user must click through a scare screen, noting that the Aptoide Store  
2 “might be harmful,” and select the second, “Download anyway” button.



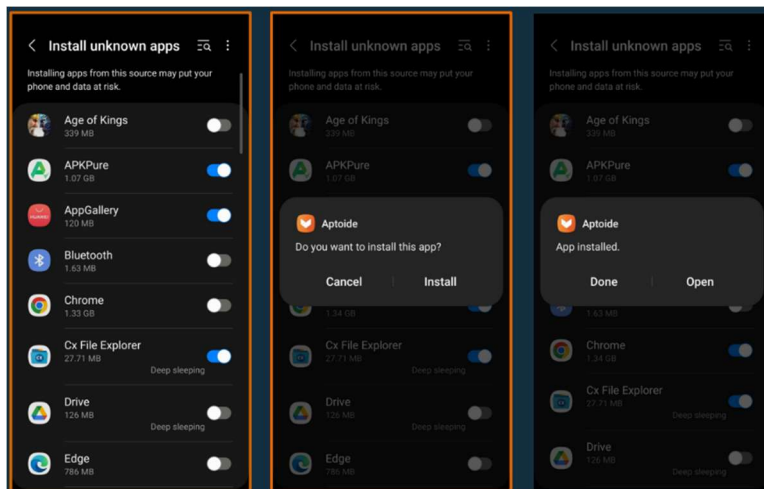
14 118. Fourth, the user must select the correct means by which the Aptoide Store is  
15 installed—the Android “Package Installer,” as opposed to the Android “Hash Checker” or “Apk  
16 Analyzer”—from a range of options not typically accessed by users.



1 119. Fifth, the user will receive another popup from Chrome noting that “[f]or your  
2 security, your phone isn’t allowed to install unknown apps from this source,” and telling the user  
3 that it can nevertheless change this default in its mobile device settings.

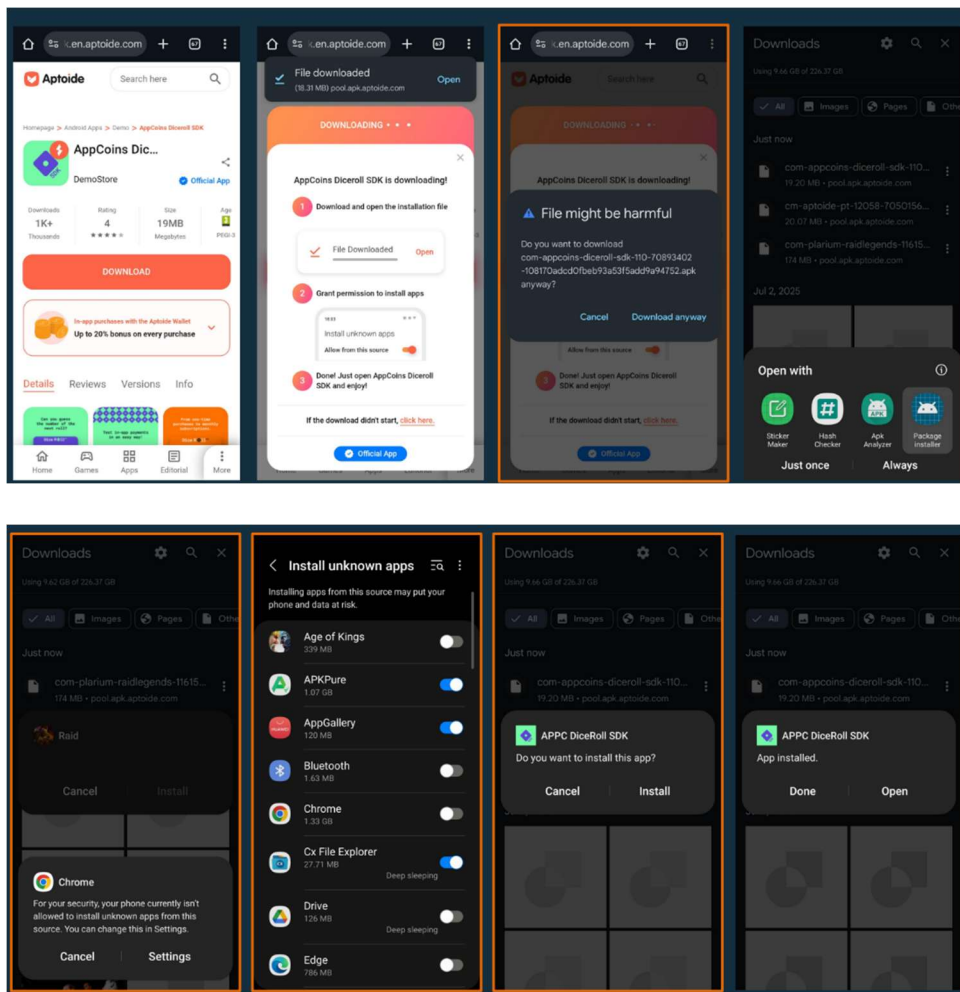


15 120. Sixth, the user will have to navigate to its mobile device settings and individually  
16 permit its device to download the Aptoide Store, giving it the ability to access specific components  
17 necessary for the Aptoide Store’s installation.



1 121. With the exception of Aptoide’s website being blocked in Chrome, these user-facing  
2 hurdles continue to exist in the same or similar form today. All of this is intended to ensure that the  
3 sideloading process for obtaining access to the Aptoide Store is complex, confusing, and  
4 threatening, leading many users to abandon the process. Google employees have acknowledged  
5 internally that sideloading is a “[p]oor user experience.”

6 122. The Aptoide Store is not unique in this respect. The process for sideloading other  
7 apps from the Internet is made similarly onerous by multiple scare screens and requirements that  
8 users manually change their settings.

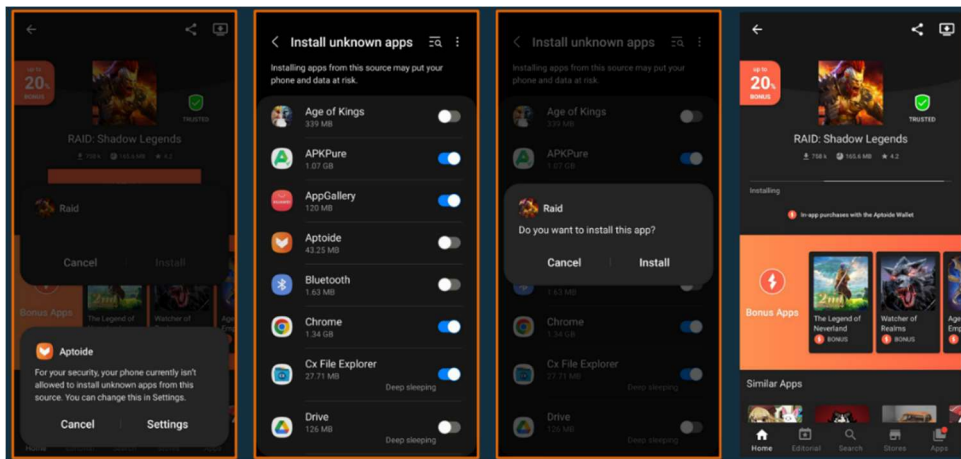


25 123. And, if that were not enough, Google further restricts direct downloading under the  
26 pretext of user security. When Google deems an app “harmful,” Google may prevent the installation  
27 of, prompt a consumer to uninstall, or even forcibly remove the app from a customer’s device.  
28 Google’s invocation of security is thin pretext for its prevention of app developers, including

1 developers of competing app stores, from reaching Android users—*Aptoide*, for example, was  
 2 flagged by Google as “harmful.”

3 124. Google also offers Android users a program called the Advanced Protection  
 4 Program (“APP”), marketed as a means for users to “defend against targeted online attacks.”  
 5 Consumers who have enrolled in APP are unable to directly download apps at all; their Android  
 6 devices can only download apps distributed in the Google Play Store, or more infrequently, other  
 7 pre-installed app stores that Google has pre-approved.

8 125. **Downloads from Competing App Stores.** The substantial download friction for  
 9 apps outside of Google’s Play Store is not limited to sideloading. Even if a user were able to  
 10 successfully download Aptoide’s native app store, Google also imposes *additional* hurdles to  
 11 downloading apps from Aptoide Store not present for downloads from Google Play. Users who  
 12 wish to download, for example, a game from Aptoide Store also face scare screens that require users  
 13 to manually change their settings because, “[f]or [their] security,” their phones are not able to “install  
 14 unknown apps from this source.”

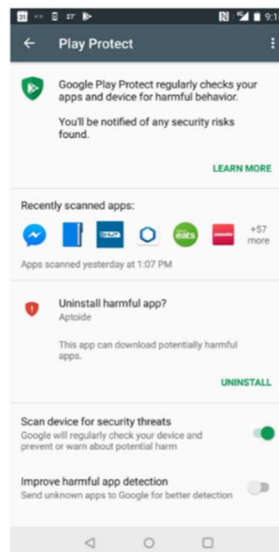


15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24 126. **Post-Download Interference.** Google has also engaged in conduct to degrade the  
 25 user experience for apps downloaded outside of Google Play. One such example is disabling the  
 26 ability for apps downloaded outside of Google Play to be updated automatically in the background.  
 27 If the Aptoide Store—or any other app downloaded outside of Google Play—were to be updated,  
 28

1 Google denies automatic update permissions for those apps by default, often requiring users to *again*  
 2 go through the process of updating their apps manually.

3 127. Google does, however, permit automatic updating of apps downloaded through  
 4 Google Play. Because automatic updating is enabled for Play-downloaded apps but not apps  
 5 downloaded from other sources, Aptoide is aware of an issue where apps downloaded through the  
 6 Aptoide Store may be automatically updated into a *Google Play* version of the app without the user's  
 7 knowledge or explicit consent. This has significant commercial implications: as discussed below in  
 8 Part IV, the Google Play version of the app requires the use of Google Play Billing rather than  
 9 Aptoide's own billing software. In other words, Google is effectively able to convert Aptoide  
 10 customers into Google customers without any input from the end user.

11 128. In addition, there have been numerous instances in which Aptoide's end users  
 12 received automatic notifications on their Android devices informing them that the Aptoide Store  
 13 contained viruses and may harm their devices. These notifications were issued by "Google Play  
 14 Protect." After receiving such notifications—and even in cases in which the user ignored the  
 15 notifications (without taking any action to uninstall on the device)—the Aptoide Store was  
 16 automatically disabled, disappearing from users' devices completely. In other cases, the Aptoide  
 17 Store remained on the device, but users were unable to download any apps from the Aptoide Store,  
 18 rendering it useless until the issue was resolved.



1           129. But for Google’s user-facing interference, Aptoide and other app developers could  
2 directly distribute their stores and apps to consumers who would be open to discovering and  
3 downloading apps outside of the Google Play Store. But, as explained above, Google makes direct  
4 downloading substantially and unnecessarily difficult, and in some cases prevents it entirely, further  
5 narrowing the possibility of app distribution outside of the Google Play Store.

6           130. There is no legitimate procompetitive justification for Google’s conduct. Indeed,  
7 users of desktop computers have for decades installed software acquired from various sources  
8 without having to navigate around scare tactics like Google’s. The operating systems used by  
9 personal computers are designed to facilitate these downloads, and security screenings are  
10 conducted by neutral third-party software operating in the background, allowing users to download  
11 software from any source they choose. Moreover, many of the apps that are flagged as harmful and  
12 dangerous are the very same apps offered for frictionless download on Google Play, and for those  
13 apps offered simultaneously on Google Play and competing distribution channels like Aptoide,  
14 Google has access to public APIs that can easily confirm that those non-Play apps are identical in  
15 terms of trust and safety.

16           **D. ANTICOMPETITIVE EFFECTS**

17           131. This course of conduct, individually and collectively, has substantially foreclosed  
18 competition in the Android App Distribution Market, affecting a substantial volume of commerce  
19 in that market and harming OEMs, competing app stores, app developers, and consumers.

20           132. OEMs are harmed because they cannot compete with each other by offering  
21 innovative or higher-quality app stores, including those that might be tailored to specific users’  
22 needs (*e.g.*, app stores focused on providing specialized offerings and services around gaming or  
23 social media). They are also precluded from competing with each other on the apps that they pre-  
24 install, given that their ability to create tailored combinations of pre-installed apps is severely limited  
25 by Google’s requirements that they preference Google’s own suite of mobile apps.

26           133. Competing app stores like Aptoide are harmed because they are substantially  
27 foreclosed at the outset from meaningfully competing against Google’s dominant product. At every  
28 step of the process, competing app stores face structural barriers erected by Google: OEMs must

1 preference the Google Play Store under the MADAs/RSAs; developers cannot list their app stores  
2 in the Google Play Store; and users seeking alternatives to the Google Play Store must engage in  
3 the highly technical process of sideloading a competitor store (to the extent they even have the  
4 option to do so). Those competitors would otherwise have the ability and incentive to innovate new  
5 models of app distribution and provide OEMs, app developers, and consumers meaningful choice  
6 beyond the Google Play Store.

7 134. App developers are harmed because they are not able to compete with one another  
8 on their distribution models, including direct downloads, sales through curated app stores, or sales  
9 through their own app stores. In addition, the fact that many developers have no other reasonable  
10 option than to list their apps on the Google Play Store means not only that they must pay Google its  
11 current supracompetitive 30% commission, but also that Google is able to collect data on their apps'  
12 usage, allowing Google to create its own competing apps not subject to its supracompetitive 30%  
13 commission.

14 135. Consumers are harmed to the extent Google's 30% commission on developers is  
15 passed down to users in the form of higher prices. In addition, consumers face lower-quality app  
16 distribution channels than would otherwise exist in a competitive market.

#### 17 **IV. THE ANDROID IN-APP BILLING MARKET**

18 136. Within the mobile app ecosystem, in-app billing is the mechanism that allows users  
19 to purchase digital goods and services *within* an app, such as in-game currencies, premium features,  
20 subscriptions, or other content, without having to leave the app to complete a separate transaction  
21 elsewhere. For developers, in-app payments are the primary means of monetizing many of the most  
22 popular and profitable Android apps, many of which are free to download. For consumers, in-app  
23 billing provides an efficient and contemporaneous payment solution, linking the moment where a  
24 user decides to spend money to the point of sale.

25 137. Google's in-app payment processing solution is called Google Play Billing. After  
26 cementing the Google Play Store as the dominant channel through which Android users discover  
27 and obtain apps, Google moved into the adjacent market for in-app billing by imposing Google Play  
28 Billing as a mandatory payment processor for all in-app transactions conducted on apps distributed

1 by Google Play. Through coercive contractual mandates backed by punitive enforcement, Google  
2 blocked app developers from using competing payment solutions—many of which, like Aptoide’s,  
3 already exist and would have presented competitive alternatives to Google Play Billing but for  
4 Google’s anticompetitive conduct. The result of this regime is a second, mutually-reinforcing layer  
5 of monopoly control over the app ecosystem that allows Google to extract supracompetitive fees  
6 from one of the primary channels of in-app commerce.

7 **A. MARKET DEFINITION**

8 **1. Product Market**

9 138. As the jury found in *Epic v. Google*, there exists a relevant market for Android In-  
10 App Billing. This market includes payment processing solutions for the purchase of digital content  
11 that is consumed within Android apps—*e.g.*, purchasing in-game currency to unlock upgrades or  
12 premium content within a game. In this market, the sellers are in-app payment-processing services  
13 like Google Play Billing, and the buyers are both Android app developers looking to integrate an in-  
14 app payment-processing solution for digital goods and services consumed within their apps, as well  
15 as Android app users who make such transactions. This market also includes existing payment  
16 processing solutions that Android developers could have integrated into their Android apps to  
17 process the purchase of in-app digital content—*e.g.*, Visa, MasterCard, American Express, and  
18 more—but for the competitive restraints described herein.

19 139. The Android In-App Billing Market does not include billing solutions for the  
20 purchase of *physical products and services* within apps. For example, an Uber Eats user who uses  
21 the app to order a pizza for real-world consumption would not fit within the market, nor would an  
22 Uber user who uses the app to order car service. Google uses a separate tool, Google Pay, to  
23 facilitate the purchase of physical products and services outside of the relevant market for Android  
24 In-App Billing.

25 140. In-app billing services are not reasonably interchangeable with other forms of  
26 payment processing, such as those that require a user to leave the app to process a transaction.  
27 Seamless in-app transactions enhance users’ experience of the app itself; for example, the purchase  
28 of “boosts” and “extra lives” while a user is engaged in a game is different from such purchases

1 outside the app because the user may simply stop playing the game. App developers have  
2 recognized that disrupting or delaying a user's engagement with the app to require payment outside  
3 of the app is harmful to their business model; as such, out-of-app payment processing solutions are  
4 not reasonably interchangeable.

## 5 2. Geographic Market

6 141. The geographic scope of the in-app payment processing market is worldwide,  
7 excluding China. Outside of China, in-app payment processing solutions are marketed and sold on  
8 a global basis; within China, legal and regulatory barriers bar players like Google from operation.  
9 Conversely, the largest in-app payment processing solutions in China are not available outside of  
10 China.

### 11 B. MONOPOLY POWER

12 142. As the jury found in *Epic v. Google*, Google has monopoly power in the Android  
13 In-App Billing Market. Google's monopoly power can be established through both indirect  
14 evidence of a dominant share protected by significant barriers to entry, as well as direct evidence of  
15 conduct only a monopolist could do.

16 143. **Indirect Evidence.** As discussed *supra* in Part III.B, according to 2020 data cited  
17 in the Ninth Circuit's *Epic v. Google* decision last year, the Play Store accounted for over 80% of  
18 all Android app downloads around the world (excluding China), and over 95% of all Android app  
19 downloads in the United States. Because Google requires that the apps distributed within the Google  
20 Play Store use only Google Play Billing, Google likewise holds a monopoly share of in-app billing  
21 transactions in the Android In-App Billing Market.

22 144. Google's monopoly share in the market is protected by significant barriers to entry.  
23 Google has structured the market so that no rival can realistically achieve the scale necessary to  
24 compete. In-app billing is a market characterized by network effects: billing providers must make  
25 substantial investments in integration, user trust, fraud prevention, and customer support that require  
26 significant volume to justify. But Google forecloses that volume by conditioning access to the  
27 dominant Android app distribution channel—the Google Play Store—on the use of Google Play  
28 Billing, restricting developers' ability to route users to alternative payment solutions. As a result,

1 even a technically capable competitor cannot attract enough transactions to compete. Even for in-  
2 app billing services that already have the infrastructure to provide a competitive product, Google’s  
3 restraints on the Google Play Store foreclose a substantial portion of apps on the market from being  
4 able to even consider alternative billing solutions.

5 145. **Direct Evidence.** There also exists direct evidence of Google’s monopoly power  
6 in the Android In-App Billing Market. For the vast majority of transactions, Google charges a 30%  
7 commission for Google Play Billing (a rate Google eventually pledged to decrease following the  
8 *Epic v. Google* litigation but which it continues to charge as of the date of this filing). Other  
9 electronic payment processing solutions charge only a fraction of the price. For example, Aptoide  
10 charges 16-66% less than Google’s price for transactions processed using its in-app payment  
11 processing solution. Google’s ability to charge supracompetitive prices without concern for its  
12 competitors’ responses constitutes conduct that only a monopolist could engage in.

### 13 C. ANTICOMPETITIVE CONDUCT

14 146. As the jury found in *Epic v. Google*, Google willfully acquired or maintained  
15 monopoly power in the Android In-App Billing Market by engaging in anticompetitive conduct.

16 147. Google imposes its DDA on all developers that list their games in the Google Play  
17 Store. Sections 3.2 and 4.1 of Google’s currently-published version of the DDA (amended in  
18 September 2025) continue to require that Android app developers enter into a separate agreement  
19 with Google’s payment processor (Google Play Billing) in order to receive payment for apps and  
20 in-app digital content. Under the DDA, app developers are not permitted to allow users even the  
21 *option* of going through an alternative payment processor.

22 148. This is coercive: Google has used the DDA to block apps from Google Play that did  
23 not conform to the requirement that only Google Play Billing be used, despite a clear preference by  
24 those app developers for an alternative billing solution. Apps like Epic Games’s *Fortnite* that  
25 attempted to offer alternative payment options described their deviation from the terms of the DDA  
26 as a “\$1B bet if it gets us delisted on app store.”

27 149. For a limited time in 2022, Google introduced a “pilot program” through which, for  
28 the first time, certain apps downloaded through Google Play could offer alternative billing providers

1 for in-app billing services. Alternative billing providers were required under this program to obtain  
2 Google’s approval to participate. Aptoide, which processes in-app billing for apps distributed  
3 through the Aptoide Store, applied to compete for those transactions. It soon became clear, however,  
4 that the true function of this pilot program was little more than an attempt to quell the rising tide of  
5 concern regarding Google’s monopolization of the market. Rather than legitimately opening up  
6 these apps to competition, Google charged a “service fee” for alternative billing providers so  
7 significant as to render it economically infeasible for users to choose anything other than Google  
8 Play Billing, even given the nominal option to select otherwise. The pilot program did not ultimately  
9 expand beyond the few apps initially designated as open to alternative billing providers. At the *Epic*  
10 trial, Google’s Vice President of Google Play Partnerships confirmed that no games were ever  
11 eligible for this program up to the date of her testimony in November 2023, except in Korea.

12 150. These restrictions in the DDA result in the foreclosure of a not-insignificant amount  
13 of commerce in the Android In-App Billing Market. But for Google’s illegal conduct, app  
14 developers would be able to integrate multiple in-app billing solutions into their apps, allowing both  
15 developers and users greater choice and price competition.

16 151. Aptoide, for example, offers its own payment-processing solution at a lower price  
17 than Google Play Billing, but is unable to compete with Google Play Billing for the overwhelming  
18 number of apps listed in the Google Play Store catalog. As demonstrated by its application to  
19 Google’s 2022 pilot program, Aptoide has the infrastructure, ability, and incentive to compete for  
20 transactions outside of those distributed by the Aptoide Store, including Google Play-distributed  
21 apps. Aptoide has thus been harmed by being substantially foreclosed from the market.

22 152. Google has unlawfully tied its monopoly product in the Android App Distribution  
23 Market—the Google Play Store—to its own offering in the separate and distinct Android In-App  
24 Billing Market. Google has no legitimate justifications for its tie. Although it has pointed in public  
25 statements to security concerns, those justifications are pretextual; Google permits in limited  
26 instances other payment processors for apps distributed in Google Play (such as for transactions for  
27 physical goods or digital content consumed outside an app), with no impact on the security of its  
28 users’ payment information. Google’s 2022 pilot program, which failed not because of security

1 concerns but because of its extractive fee, likewise demonstrates that its security concerns are  
2 pretextual.

3 **D. ANTICOMPETITIVE EFFECTS**

4 153. Google's course of conduct has substantially foreclosed competition in the Android  
5 In-App Billing Market, resulting in injuries to competing in-app payment processors, other app  
6 developers, and consumers.

7 154. Google's conduct harms existing and nascent in-app payment processors. As a  
8 direct result of the DDAs, actual and potential competitors do not have the ability to even *offer* a  
9 better product (in terms of both price and quality) for over 90% of the market. Aptoide, for example,  
10 charges 16% less than Google when an application is downloaded from Aptoide's app store.  
11 Nevertheless, the DDA's terms prevent the vast majority of developers from integrating Aptoide's  
12 payment solution.

13 155. Google's conduct also harms app developers by effectively requiring those  
14 developers to use its in-app payment processing solution and pay a supracompetitive 30% rate on  
15 virtually all in-app payments. This means that developers listed on Google Play must forego  
16 alternative payment processors that may offer lower fees, better fraud tools, superior user  
17 experience, or more flexible subscription management. Those alternative payment processors could  
18 reduce costs and improve conversion. Google's restrictions also weaken developers' direct  
19 relationships with their customers by limiting the flexibility developers can offer, making it harder  
20 for them to compete among themselves on quality.

21 156. Google's conduct further harms consumers. To the extent consumers face a direct  
22 pass-through increase in the prices for in-app content, those consumers face a financial harm. In  
23 addition, consumers suffer from a less robust marketplace for apps as a result of developers' lessened  
24 incentives to innovate—meaning fewer options that may be cheaper or more tailored to their  
25 preferences.

1 **V. RELATED LAWSUITS BY THE UNITED STATES, STATE ATTORNEYS**  
2 **GENERAL, AND PRIVATE PARTIES**

3 157. Google’s mutually-reinforcing monopolies in the above-described markets,  
4 discussed *supra* in Parts III and IV, have been the subject of multiple successful antitrust cases  
5 covering the same claims at issue in this lawsuit.

6 158. In June 2019, public reporting revealed that the Department of Justice was  
7 investigating Google’s conduct in search and related markets. Press reports indicated that the scope  
8 of the DOJ’s investigation—which ultimately resulted in the *Google Search* litigation—included  
9 Google’s requirements in its MADAs that smartphone manufacturers preinstall Google apps and set  
10 Google as the default search engine, as well as Google’s RSAs with phone manufacturers and  
11 wireless carriers. The DOJ released a statement the following month indicating that it had collected  
12 “convincing evidence” that Google used its monopoly power and profits to lock up key pathways in  
13 the market, including on mobile phones.

14 159. In August 2020—after the news of the DOJ investigation broke but before the DOJ  
15 filed suit—Epic Games brought suit against Google. Epic alleged violations under Sections 1 and  
16 2 of the Sherman Act, California’s Cartwright Act, and California’s Unfair Competition Law  
17 (“UCL”). Epic’s lawsuit focused specifically on Google’s monopolization of, and anticompetitive  
18 conduct in, the markets for Android App Distribution and Android In-App Billing, but its claims  
19 relied extensively on the very same MADAs and RSAs the DOJ was then in the process of  
20 investigating. Between 2020 and 2023, additional claimants, including developers, consumers, and  
21 state attorneys general, sued Google for similar antitrust violations. All of these related claims were  
22 consolidated into a single multidistrict litigation in the Northern District of California. *See generally*  
23 *In re Google Play Store Antitrust Litigation* (N.D. Cal. No. 3:21-md-2981-JD).

24 160. Meanwhile, in October 2020, just a few months after Epic brought suit against  
25 Google, the U.S. Department of Justice and 11 States brought suit in *Google Search*. The *Google*  
26 *Search* lawsuit challenged Google’s monopolization of the General Search Services Market as well  
27 as certain advertising markets, including the Search Advertising Market. *See generally United*  
28 *States v. Google LLC* (D.D.C. No. 20-cv-3010). As in the *Epic* case, the DOJ’s lawsuit in *Google*

1 *Search* relied heavily on Google’s use of MADAs and RSAs to coerce and secure compliance by  
2 OEMs to preinstall and preference Google’s suite of mobile apps, including both the Google Play  
3 Store and the Google Search widget.

4 161. The *Epic* case proceeded to trial in November 2023. Although numerous related  
5 claims had been consolidated into a single MDL (including *Epic*), every plaintiff other than Epic  
6 had settled their case in the seven months leading up to trial, leaving for trial only Epic’s antitrust  
7 claims for equitable relief (as well as Google’s counterclaims for breach of contract). On December  
8 11, 2023, after a 15-day trial spanning forty-five witnesses and more than three hundred documents  
9 admitted into evidence, the jury returned a unanimous verdict in favor of Epic.

10 162. As relevant here, the jury found that Epic had proven the relevant product markets  
11 of Android App Distribution and Android In-App Billing Services and a relevant geographic market  
12 as to each of “worldwide excluding China.” The jury likewise found that Google violated both the  
13 Sherman Act and the Cartwright Act by willfully acquiring or maintaining its monopoly in those  
14 two markets, unreasonably restraining trade, and unlawfully tying use of the Google Play Store to  
15 Google Play Billing.

16 163. Google appealed both the liability verdict and the resulting injunction entered by  
17 the district court. On July 31, 2025, a unanimous Ninth Circuit panel affirmed the jury’s verdict, as  
18 well as the district court’s injunctive remedies, in full. On October 27, 2025, Google filed a petition  
19 for writ of certiorari in the Supreme Court. Epic and Google later reached a comprehensive  
20 settlement contingent on this Court entering a modified injunction on the terms proposed by the  
21 parties. The propriety of that settlement remains pending before this Court.

22 164. On the other hand, the *Google Search* case proceeded to trial in September 2023.  
23 There, following a bench trial spanning over two months, Judge Mehta (D.D.C.) issued extensive  
24 findings of fact and conclusions of law, finding first that the plaintiffs had successfully proven the  
25 existence of the General Search Services and Search Ads Markets. Judge Mehta then found that  
26 Google had monopoly power in the General Search Services Market, which it unlawfully maintained  
27 in violation of Section 2 through exclusionary conduct with widespread anticompetitive effects. In  
28 so doing, Judge Mehta found that Google’s MADAs and RSAs with OEMs functioned as exclusive

1 agreements that allowed Google to compel pre-installation and preference of its own suite of apps  
2 (including the Google Play Store) over its competitors' apps.

3 165. Judge Mehta did not find that Google had monopoly power in the Search Ads  
4 Market, but determined that Google had maintained a durable share of over 65% in the market since  
5 2012.

6 166. On January 16, 2026, Google filed a notice of appeal of the *Google Search* decision.  
7 On February 3, 2026, the United States filed a notice of cross-appeal, focusing on the remedies  
8 ordered by the district court.

9 167. Section 5(i) of the Clayton Act tolls the statute of limitations during the pendency  
10 of any federal government antitrust action and for one year thereafter for every "private or State  
11 right of action arising under" the antitrust laws that is "based in whole or part on any matter  
12 complained of in said proceeding."

13 168. This case against Google arises under the antitrust laws and is based, in part, on the  
14 matters complained of in *Google Search*. As a result, the statute of limitations has been tolled since  
15 October 20, 2020.

16 169. This case does not fall within the scope of the previous settlements from other cases  
17 in the Play Store MDL. The action brought on behalf of the app developer class (*In re Google Play*  
18 *Developer Antitrust Litigation*, N.D. Cal. No. 3:20-cv-5792-JD) settled on October 3, 2023, and  
19 bound only US developers who had signed a DDA with Google; sold an app on Google Play; paid  
20 Google a service greater than 15% on at least one such transaction; and earned proceeds between  
21 \$0-\$2,000,000 in every calendar year between 2016 and 2021. The action brought on behalf of the  
22 state attorneys general (*State of Utah et al. v. Google LLC et al.*, N.D. Cal. No. 3:21-cv-5227-JD)  
23 and the consumer class (*In re Google Play Consumer Antitrust Litigation*, N.D. Cal. No. 3:20-cv-  
24 5761-JD) settled on October 11, 2023, and bound only consumers who had purchased an app from  
25 Google Play or made an in-app purchase through Google Play Billing during the relevant period.  
26 The action brought by Match Group, an individual developer plaintiff (*Match Group, LLC v. Google*  
27 *LLC et al.*, N.D. Cal. No. 3:22-cv-2746), settled on or before October 31, 2023, and bound only  
28 Match Group and Google.

1 170. Aptoide is not bound by any of the settlements discussed above because it was not  
2 an end consumer of the Google Play Store or Google Play Billing, and was not a “US Developer”  
3 signatory of the DDA.

4 **CAUSES OF ACTION**

5 **COUNT I**

6 **Monopoly Maintenance in the Market for Android App Distribution**  
7 **in Violation of Sherman Act Section 2, 15 U.S.C. § 2**  
8 **(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

9 171. Aptoide incorporates by reference all preceding paragraphs and the allegations  
10 contained therein.

11 172. As the jury found in *Epic v. Google*, Google’s conduct in the **Android App**  
12 **Distribution Market** violates Section 2 of the Sherman Act, which prohibits the “monopoliz[ation  
13 of] any part of the trade or commerce among the several States, or with foreign nations.” 15 U.S.C.  
14 § 2.

15 173. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
16 valid antitrust market.

17 174. As the jury found in *Epic v. Google*, Google holds monopoly power in the **Android**  
18 **App Distribution Market**.

19 175. Google has unlawfully maintained monopoly power in the **Android App**  
20 **Distribution Market** through the anticompetitive acts described above, including conditioning the  
21 licensing of the Google Play Store, as well as other essential Google services and the Android  
22 trademark, on OEMs’ agreement to provide the Google Play Store with preferential treatment.  
23 Google has done this by incentivizing OEMs to enter agreements that prevent alternative app stores  
24 from being installed on the default Home Screen of Android devices and coercing OEMs into  
25 making the Google Play Store exclusive on their devices, by restricting OEMs from offering  
26 frictionless downloading of apps outside of Google Play through compatibility standards in the AFA  
27 and ACC, by imposing technical restrictions and obstacles on both OEMs and developers which  
28 prevent the distribution of Android apps through means other than the Google Play Store, and by

1 conditioning app developers’ ability to effectively advertise their apps to Android users on being  
2 listed in the Google Play Store.

3 176. Google’s conduct affects a substantial volume of interstate as well as foreign  
4 commerce.

5 177. Google’s conduct has substantial anticompetitive effects, including increased prices  
6 and costs, reduced innovation and quality of service, and lowered output.

7 178. As a competing app distributor, Aptoide has been harmed by Defendants’  
8 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
9 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
10 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
11 lawsuit issues.

12  
13 **COUNT II**  
14 **Unreasonable Restraints of Trade in the Market for Android App Distribution**  
15 **Relating to OEMs**  
16 **in Violation of Sherman Act Section 1, 15 U.S.C. § 1**  
17 **(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

18 179. Aptoide incorporates by reference all preceding paragraphs and the allegations  
19 contained therein.

20 180. As the jury found in *Epic v. Google*, Google’s conduct with respect to its agreements  
21 with OEMs violates Section 1 of the Sherman Act, which prohibits “[e]very contract, combination  
22 in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several  
23 States, or with foreign nations.” 15 U.S.C. § 1.

24 181. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
25 valid antitrust market in which Google holds monopoly power.

26 182. Google has entered into agreements with OEMs that unreasonably restrict  
27 competition in the **Android App Distribution Market**. These include MADAs with OEMs that  
28 condition their access to the Google Play Store and other “must have” Google services on the OEM  
offering the Google Play Store as the primary and often the only viable app store on Android mobile  
devices.

1 183. These agreements also include exclusivity agreements that prevent OEMs from pre-  
2 installing alternative app stores on a substantial portion of new Android devices, including devices  
3 that are sold in markets with the largest monetization opportunities. Google also has entered  
4 agreements that prevent alternative app stores from being installed on the default Home Screen of  
5 Android devices.

6 184. Through the AFA and ACC compatibility standards, Google restricts OEMs from  
7 offering frictionless downloading of apps outside of Google Play.

8 185. These agreements serve no legitimate or procompetitive purpose that could justify  
9 their anticompetitive effects, and thus unreasonably restrain and substantially foreclose competition  
10 in the **Android App Distribution Market**.

11 186. Google’s conduct affects a substantial volume of interstate as well as foreign  
12 commerce.

13 187. Google’s conduct has substantial anticompetitive effects, including increased prices  
14 and costs, reduced innovation and quality of service, and lowered output.

15 188. As a competing app distributor, Aptoide has been harmed by Defendants’  
16 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
17 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
18 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
19 lawsuit issues.

20  
21 **COUNT III**  
22 **Unreasonable Restraints of Trade in the Market for Android App Distribution**  
23 **Relating to the Developer Distribution Agreement (DDA)**  
**in Violation of Sherman Act Section 1, 15 U.S.C. § 1**  
**(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

24 189. Aptoide incorporates by reference all preceding paragraphs and the allegations  
25 contained therein.

26 190. As the jury found in *Epic v. Google*, Google’s conduct with respect to the DDA  
27 violates Section 1 of the Sherman Act, which prohibits “[e]very contract, combination in the form  
28

1 of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or  
2 with foreign nations.” 15 U.S.C. § 1.

3 191. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
4 valid antitrust market in which Google holds monopoly power.

5 192. Google forces app developers to enter its standardized DDA, including Developer  
6 Program Policies integrated into that Agreement, as a condition of being distributed through  
7 Google’s app store, the Google Play Store. The relevant provisions of these agreements  
8 unreasonably restrain and substantially foreclose competition in the **Android App Distribution**  
9 **Market**.

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

22 194. These agreements serve no legitimate or procompetitive purpose that could justify  
23 their anticompetitive effects, and thus unreasonably restrain and substantially foreclose competition  
24 in the **Android App Distribution Market**.

25 195. Google’s conduct affects a substantial volume of interstate as well as foreign  
26 commerce.

27 196. Google’s conduct has substantial anticompetitive effects, including increased prices  
28 and costs, reduced innovation and quality of service, and lowered output.

1 197. As a competing app distributor, Aptoide has been harmed by Defendants’  
2 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
3 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
4 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
5 lawsuit issues.

6 **COUNT IV**  
7 **Unreasonable Restraints of Trade in the Market for Android App Distribution**  
8 **Relating to Other Agreements with Developers,**  
9 **Including Project Hug, the Games Velocity Program, and the Apps Velocity Program**  
10 **in Violation of Sherman Act Section 1, 15 U.S.C. § 1**  
11 **(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

12 198. Aptoide incorporates by reference all preceding paragraphs and the allegations  
13 contained therein.

14 199. As the jury found in *Epic v. Google*, Defendants’ conduct with respect to its  
15 agreements with competitors or potential competitors under Project Hug or the Games Velocity  
16 Program violates Section 1 of the Sherman Act, which prohibits “[e]very contract, combination in  
17 the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several  
18 States, or with foreign nations.” 15 U.S.C. § 1. Defendants’ conduct constitutes a *per se* violation  
19 of Section 1, and in the alternative, violates Section 1 of the Sherman Act under the rule of reason.

20 200. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
21 valid antitrust market in which Google holds monopoly power.

22 201. Google entered into Project Hug agreements, under the Games Velocity Program  
23 and Apps Velocity Program, with at least 24 top developers, many or all of whom had either been a  
24 vocal agitator about Google’s business model or had asked for ways to explore potential  
25 opportunities for changes to the business model. On information and belief, Google has continued  
26 negotiating Games Velocity Program and Apps Velocity Program agreements since July 2022.

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

1 203. Google’s conduct has substantial anticompetitive effects, including increased prices  
2 and costs, reduced innovation and quality of service, lowered output, and elimination of potential  
3 head-to-head competition.

4 204. These agreements serve no legitimate or procompetitive purpose sufficient to justify  
5 their anticompetitive effects, and thus unreasonably restrain and substantially foreclose competition  
6 in the **Android App Distribution Market**.

7 205. As a competing app distributor, Aptoide has been harmed by Defendants’  
8 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Google’s  
9 agreements with top developers deprive competing Android app stores, including Aptoide, of inputs  
10 critical for success as a competing app distribution platform—for example, exclusive apps, content,  
11 or other features from top developers. These inputs are critical to the ability of competing Android  
12 app stores to distinguish themselves from and compete with the Google Play Store. Aptoide and  
13 other existing and potential competitors have been deprived of these inputs because Google has  
14 systematically sought to sign a restrictive agreement with any major developer that it identified as  
15 at risk of offering its apps on an exclusive basis through another store. Google has successfully  
16 entered into such agreements with at least 24 of the top developers on Android—developers that in  
17 Google’s estimate represented approximately 30% of all Google Play Store revenue.

18 206. Aptoide has suffered and continues to suffer damages and irreparable injury. Such  
19 damages and injury will not be redressed until the relief requested in this lawsuit issues.

20  
21 **COUNT V**  
22 **Reciprocal Dealing Across the Market for General Search Services**  
23 **and the Market for Android App Distribution**  
**in Violation of Sherman Act Section 1, 15 U.S.C. § 1**  
**(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

24 207. Aptoide incorporates by reference all preceding paragraphs and the allegations  
25 contained therein.

26 208. Google’s conduct violates Section 1 of the Sherman Act, which prohibits “[e]very  
27 contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or  
28 commerce among the several States, or with foreign nations.” 15 U.S.C. § 1.

1           209. As the court found in *Google Search*, the **General Search Services Market** is a  
2 valid and distinct antitrust market in which Google holds monopoly power.

3           210. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
4 valid and distinct antitrust market in which Google holds monopoly power.

5           211. Google used its monopoly power in the market for **General Search Services** to  
6 circumvent competition in the market for **Android App Distribution**. Through its MADAs and  
7 RSAs, Google conditioned the availability of significant Google Search revenue share payments to  
8 OEMs on those OEMs' agreement to preinstall and preference the Google Play Store on the home  
9 page of the mobile devices they manufacture, often on an exclusive basis. This is coercive: for  
10 OEMs, forgoing revenue share from Google Search is not economically viable, meaning that they  
11 are unable as a result of Google's monopoly in the **General Search Services Market** to enter into  
12 agreements with other app distributors that may offer better terms or flexibility in the **Android App**  
13 **Distribution Market**. But for the terms of the MADAs and RSAs, the OEMs would have been free  
14 to select app stores to preinstall on their devices on the basis of their price and quality.

15           212. The court found in *Google Search* that Google has monopoly power in the market  
16 for **General Search Services**. Given Google's monopoly power in the market for **General Search**  
17 **Services**, and the substantial effect on commerce in the market for **Android App Distribution**,  
18 Google's reciprocal dealing is per se unlawful.

19           213. In the alternative, Google's reciprocal dealing is unlawful under the rule of reason.  
20 There is no valid business necessity or procompetitive justification for this conduct, except to  
21 maintain and strengthen Google's monopoly position in the market for **Android App Distribution**.  
22 To the extent there are any available non-pretextual justifications for Google's conduct, there exist  
23 less restrictive alternatives to achieve any posited justifications, and any such justifications are  
24 outweighed by the anticompetitive harms of Google's conduct.

25           214. Google's conduct substantially forecloses competition in the **Android App**  
26 **Distribution Market**, affecting a substantial volume of commerce in that market.

27           215. Google's conduct has substantial anticompetitive effects, including increased prices  
28 and costs, reduced innovation and quality of service, and lowered output.



1 being forced to give up any opportunity to meaningfully reach users of Google’s monopoly general  
2 search product.

3 222. The court found in *Google Search* that Google has a durable, over-65% market share  
4 in the market for **Search Advertising**, and noted the existence of barriers to entry in that market.  
5 Given Google’s market power in the market for **Search Advertising**, and the substantial effect on  
6 commerce in the market for **Android App Distribution**, Google’s reciprocal dealing is per se  
7 unlawful.

8 223. In the alternative, Google’s reciprocal dealing is unlawful under the rule of reason.  
9 There is no valid business necessity or procompetitive justification for this conduct, except to  
10 maintain and strengthen Google’s monopoly position in the market for **Android App Distribution**.  
11 To the extent there are any available non-pretextual justifications for Google’s conduct, there exist  
12 less restrictive alternatives to achieve any posited justifications, and any such justifications are  
13 outweighed by the anticompetitive harms of Google’s conduct.

14 224. Google’s conduct substantially forecloses competition in the **Android App**  
15 **Distribution Market**, affecting a substantial volume of commerce in that market.

16 225. Google’s conduct has substantial anticompetitive effects, including increased prices  
17 and costs, reduced innovation and quality of service, and lowered output.

18 226. As a competing app distributor, Aptoide has been harmed by Defendants’  
19 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
20 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
21 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
22 lawsuit issues.

23  
24 **COUNT VII**  
25 **Monopolization and Monopoly Maintenance in the Market for Android In-App Billing**  
26 **in Violation of Sherman Act Section 2, 15 U.S.C. § 2**  
**(Against All Defendants)**

27 227. Aptoide incorporates by reference all preceding paragraphs and the allegations  
28 contained therein.

1 228. As the jury found in *Epic v. Google*, Google’s conduct with respect to the **Market**  
2 **for Android In-App Billing** violates Section 2 of the Sherman Act, which prohibits the  
3 “monopoliz[ation of] any part of the trade or commerce among the several States, or with foreign  
4 nations.” 15 U.S.C. § 2.

5 229. As the jury found in *Epic v. Google*, the **Android In-App Billing Market** is a valid  
6 antitrust market.

7 230. As the jury found in *Epic v. Google*, Google holds monopoly power in the **Android**  
8 **In-App Billing Market**.

9 231. Google has unlawfully acquired monopoly power in these markets, including  
10 through the anticompetitive acts described herein. And however Google initially acquired its  
11 monopoly, it has unlawfully maintained its monopoly, including through the anticompetitive acts  
12 described herein.

13 232. Google’s conduct affects a substantial volume of interstate as well as foreign  
14 commerce.

15 233. Google’s conduct has substantial anticompetitive effects, including increased prices  
16 and costs, reduced innovation and quality of service, and lowered output.

17 234. As the developer of a competing in-app payment processing solution, Aptoide has  
18 been harmed by Defendants’ anticompetitive conduct in a manner that the antitrust laws were  
19 intended to prevent. Aptoide has been substantially foreclosed from the market and has suffered  
20 and continues to suffer damages and irreparable injury. Such damages and injury will not be  
21 redressed until the relief requested in this lawsuit issues.

22  
23 **COUNT VIII**  
24 **Unreasonable Restraints of Trade in the Market for Android In-App Billing**  
25 **Relating to the Developer Distribution Agreement (DDA)**  
**in Violation of Sherman Act Section 1, 15 U.S.C. § 1**  
**(Against All Defendants)**

26 235. Aptoide incorporates by reference all preceding paragraphs and the allegations  
27 contained therein.

1           236. As the jury found in *Epic v. Google*, Google’s conduct with respect to DDAs  
2 violates Section 1 of the Sherman Act, which prohibits “[e]very contract, combination in the form  
3 of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or  
4 with foreign nations.” 15 U.S.C. § 1.

5           237. As the jury found in *Epic v. Google*, the **Android In-App Billing Market** is a valid  
6 antitrust market in which Google holds monopoly power.

7           238. Defendants, except Google Payment, force app developers to enter into its  
8 standardized DDA, including Developer Program Policies integrated into that Agreement, as a  
9 condition of having their apps distributed through Google’s monopolized app store, the Google Play  
10 Store. The relevant provisions of these agreements unreasonably restrain and substantially foreclose  
11 competition in the **Android In-App Billing Market**.

12           239. Section 3.2 of the DDA requires that Android app developers enter into a separate  
13 agreement with Google’s payment processor, Defendant Google Payment, in order to receive  
14 payment for apps and content distributed through the Google Play Store. This includes payments  
15 related to in-app purchases of digital content. Further, Google’s Developer Program Policies,  
16 compliance with which Section 4.1 of the DDA makes obligatory, require that apps distributed  
17 through the Google Play Store “must use [Google Play In-app Billing, offered by Google Payment]  
18 as the method of payment” for such in-app purchases. While Google’s Policies exclude certain  
19 types of transactions from this requirement, such as the purchase of “primarily . . . physical” goods  
20 and services or of digital content that may be consumed outside of the app itself, Google expressly  
21 applies its anticompetitive mandate to all “Play-distributed apps . . . if they require or accept payment  
22 for access to features or services, including any app functionality, digital content or goods.”

23           240. The challenged provisions serve no sufficient legitimate or procompetitive purpose  
24 and unreasonably restrain and substantially foreclose competition in the **Android In-App Billing**  
25 **Market**.

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

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

3 243. As the developer of a competing in-app payment processing solution, Aptoide has  
4 been harmed by Defendants’ anticompetitive conduct in a manner that the antitrust laws were  
5 intended to prevent. Aptoide has been substantially foreclosed from the market and has suffered  
6 and continues to suffer damages and irreparable injury. Such damages and injury will not be  
7 redressed until the relief requested in this lawsuit issues.

8 **COUNT IX**  
9 **Tying Google Play Store in the Market for Android App Distribution**  
10 **to Google Play Billing in the Market for Android In-App Billing**  
11 **in Violation of Sherman Act Section 1, 15 U.S.C. § 1**  
12 **(Against All Defendants)**

13 244. Aptoide incorporates by reference all preceding paragraphs and the allegations  
14 contained therein.

15 245. As the jury found in *Epic v. Google*, Google’s conduct with respect to tying the  
16 Google Play Store to Google Play Billing violates Section 1 of the Sherman Act, which prohibits  
17 “[e]very contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade  
18 or commerce among the several States, or with foreign nations.” 15 U.S.C. § 1.

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

21 247. As the jury found in *Epic v. Google*, Google has monopoly power in the tying  
22 market, the **Android App Distribution Market**. With Google Play Store installed on nearly all  
23 Android OS devices and over 90% of downloads on Android OS devices being performed by the  
24 Google Play Store, Google has overwhelming market power. Google’s monopoly power is further  
25 evidenced by its ability to extract supracompetitive taxes on the sale of apps through the Google  
26 Play Store.

27 248. The availability of the Google Play Store for app distribution is conditioned on the  
28 app developer accepting a second product, Google’s in-app payment processing solution. Google’s  
foreclosure of alternative app distribution channels forces developers to use Google’s in-app  
payment processing solution to the exclusion of competing in-app payment processing solutions like

1 Aptoide's, which Google has expressly made a condition of reaching Android users through its  
2 dominant Google Play Store.

3 249. The tying product, Android app distribution, is distinct from the tied product,  
4 Android in-app payment processing, because app developers have alternative in-app payment  
5 processing options and would prefer to choose among them independently of how an Android app  
6 is distributed. Google's unlawful tying arrangement thus ties two separate products that are in  
7 separate markets.

8 250. Google's conduct substantially forecloses competition in the **Android In-App**  
9 **Billing Market**, affecting a substantial volume of commerce in this market.

10 251. Google has thus engaged in a per se illegal tying arrangement and the Court does  
11 not need to engage in a detailed assessment of the anticompetitive effects of Google's conduct or its  
12 purported justifications.

13 252. In the alternative only, even if Google's conduct does not constitute a per se illegal  
14 tie, a detailed analysis of Google's tying arrangement would demonstrate that this arrangement  
15 violates the rule of reason and is illegal.

16 253. As the developer of a competing in-app payment processing solution, Aptoide has  
17 been harmed by Defendants' anticompetitive conduct in a manner that the antitrust laws were  
18 intended to prevent. Aptoide has been substantially foreclosed from the market and has suffered  
19 and continues to suffer damages and irreparable injury. Such damages and injury will not be  
20 redressed until the relief requested in this lawsuit issues.

21  
22 **COUNT X**  
23 **Unreasonable Restraints of Trade in the Market for Android App Distribution**  
24 **Relating to OEMs**  
25 **in Violation of the Cartwright Act**  
26 **(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

27 254. Aptoide incorporates by reference all preceding paragraphs and the allegations  
28 contained therein.

255. As the jury found in *Epic v. Google*, Google's conduct with respect to its agreements  
with OEMs violates the Cartwright Act, Cal. Bus. & Prof. Code § 16700 *et seq.*, which prohibits,

1 *inter alia*, the combination of resources by two or more persons to restrain trade or commerce or to  
2 prevent market competition. *See* §§ 16720, 16726.

3 256. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
4 valid antitrust market in which Google holds monopoly power.

5 257. Google has entered into agreements with OEMs that unreasonably restrict  
6 competition in the **Android App Distribution Market**. These include MADAs with OEMs that  
7 condition their access to the Google Play Store and other “must have” Google services on the OEM  
8 offering the Google Play Store as the primary and often the only viable app store on Android mobile  
9 devices.

10 258. These agreements also include exclusivity agreements that prevent OEMs from pre-  
11 installing alternative app stores on a substantial portion of new Android devices, including devices  
12 that are sold in markets with the largest monetization opportunities. Google also has entered  
13 agreements that prevent alternative app stores from being installed on the default Home Screen of  
14 Android devices.

15 259. Through the AFA and ACC compatibility standards, Google restricts OEMs from  
16 offering frictionless downloading of apps outside of Google Play.

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

19 261. These agreements serve no legitimate or procompetitive purpose that could justify  
20 their anticompetitive effects, and thus unreasonably restrain and substantially foreclose competition  
21 in the **Android App Distribution Market**.

22 262. As a competing app distributor, Aptoide has been harmed by Defendants’  
23 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
24 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
25 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
26 lawsuit issues.

27 263. It is appropriate to bring this action under the Cartwright Act in addition to the  
28 Sherman Act because many of the illegal agreements were made in California and purport to be

1 governed by California law, many affected consumers reside in California, Google has its principal  
2 place of business in California and overt acts in furtherance of Google’s anticompetitive scheme  
3 took place in California.

4  
5 **COUNT XI**  
6 **Unreasonable Restraints of Trade in the Market for Android App Distribution**  
7 **Relating to the Developer Distribution Agreement (DDA)**  
8 **in Violation of the California Cartwright Act**  
9 **(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

10 264. Aptoide incorporates by reference all preceding paragraphs and the allegations  
11 contained therein.

12 265. As the jury found in *Epic v. Google*, Google’s conduct with respect to the DDA  
13 violates the Cartwright Act, Cal. Bus. & Prof. Code § 16700 *et seq.*, which prohibits, *inter alia*, the  
14 combination of resources by two or more persons to restrain trade or commerce or to prevent market  
15 competition. *See* §§ 16720, 16726.

16 266. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
17 valid antitrust market in which Google holds monopoly power.

18 267. Google forces app developers to enter its standardized DDA, including Developer  
19 Program Policies integrated into that Agreement, as a condition of being distributed through  
20 Google’s app store, the Google Play Store. The relevant provisions of these agreements  
21 unreasonably restrain and substantially foreclose competition in the **Android App Distribution**  
22 **Market**.

23 268. 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  
27 the guise of its so-called “Malicious Behavior” Policy, Google prohibits developers from  
28 distributing apps that “download executable code [i.e., code that would execute an app] from a  
source other than Google Play.” The DDA further reserves to Google the right to remove and disable  
any Android app that it determines violates either the DDA or its Developer Program Policies and

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

5 269. Google’s conduct has substantial anticompetitive effects, including increased prices  
6 and costs, reduced innovation and quality of service, and lowered output.

7 270. These agreements serve no legitimate or procompetitive purpose that could justify  
8 their anticompetitive effects, and thus unreasonably restrain and substantially foreclose competition  
9 in the **Android App Distribution Market**.

10 271. As a competing app distributor, Aptoide has been harmed by Defendants’  
11 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
12 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
13 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
14 lawsuit issues.

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

20  
21 **COUNT XII**  
22 **Reciprocal Dealing Across the Market for General Search Services**  
23 **and the Market for Android App Distribution**  
**in Violation of the California Cartwright Act**  
**(Against Google LLC, Google Ireland, Google Commerce, and Google Asia Pacific)**

24 273. Aptoide incorporates by reference all preceding paragraphs and the allegations  
25 contained therein.

26 274. Google’s conduct violates the Cartwright Act, Cal. Bus. & Prof. Code § 16700 *et*  
27 *seq.*, which prohibits, *inter alia*, the combination of resources by two or more persons to restrain  
28 trade or commerce or to prevent market competition. *See* §§ 16720, 16726.

1           275. As the court found in *Google Search*, the **General Search Services Market** is a  
2 valid and distinct antitrust market in which Google holds monopoly power.

3           276. As the jury found in *Epic v. Google*, the **Android App Distribution Market** is a  
4 valid and distinct antitrust market in which Google holds monopoly power.

5           277. Google used its monopoly power in the market for **General Search Services** to  
6 circumvent competition in the market for **Android App Distribution**. Through its MADAs and  
7 RSAs, Google conditioned the availability of significant Google Search revenue share payments to  
8 OEMs on those OEMs' agreement to preinstall and preference the Google Play Store on the home  
9 page of the mobile devices they manufacture, often on an exclusive basis. This is coercive: for  
10 OEMs, forgoing revenue share from Google Search is not economically viable, meaning that they  
11 are unable as a result of Google's monopoly in the **General Search Services Market** to enter into  
12 agreements with other app distributors that may offer better terms or flexibility in the **Android App**  
13 **Distribution Market**. But for the terms of the MADAs and RSAs, the OEMs would have been free  
14 to select app stores to preinstall on their devices on the basis of their price and quality.

15           278. The court found in *Google Search* that Google has monopoly power in the market  
16 for **General Search Services**. Given Google's monopoly power in the market for **General Search**  
17 **Services**, and the substantial effect on commerce in the market for **Android App Distribution**,  
18 Google's reciprocal dealing is per se unlawful.

19           279. In the alternative, Google's reciprocal dealing is unlawful under the rule of reason.  
20 There is no valid business necessity or procompetitive justification for this conduct, except to  
21 maintain and strengthen Google's monopoly position in the market for **Android App Distribution**.  
22 To the extent there are any available non-pretextual justifications for Google's conduct, there exist  
23 less restrictive alternatives to achieve any posited justifications, and any such justifications are  
24 outweighed by the anticompetitive harms of Google's conduct.

25           280. Google's conduct substantially forecloses competition in the **Android App**  
26 **Distribution Market**, affecting a substantial volume of commerce in that market.

27           281. Google's conduct has substantial anticompetitive effects, including increased prices  
28 and costs, reduced innovation and quality of service, and lowered output.



1 indispensable form of advertising, and regardless of whether other app stores are able to offer better  
2 prices and quality on their merits, developers are forced to distribute their apps in Google Play or  
3 forego that opportunity for user reach. But for the terms of the App Campaigns program, developers  
4 would have been free to select competing app stores through which to distribute their apps without  
5 being forced to give up any opportunity to meaningfully reach users of Google's monopoly general  
6 search product.

7 289. The court found in *Google Search* that Google has a durable, over-65% market share  
8 in the market for **Search Advertising**, and noted the existence of barriers to entry in that market.  
9 Given Google's market power in the market for **Search Advertising**, and the substantial effect on  
10 commerce in the market for **Android App Distribution**, Google's reciprocal dealing is per se  
11 unlawful.

12 290. In the alternative, Google's reciprocal dealing is unlawful under the rule of reason.  
13 There is no valid business necessity or procompetitive justification for this conduct, except to  
14 maintain and strengthen Google's monopoly position in the market for **Android App Distribution**.  
15 To the extent there are any available non-pretextual justifications for Google's conduct, there exist  
16 less restrictive alternatives to achieve any posited justifications, and any such justifications are  
17 outweighed by the anticompetitive harms of Google's conduct.

18 291. Google's conduct substantially forecloses competition in the **Android App**  
19 **Distribution Market**, affecting a substantial volume of commerce in that market.

20 292. Google's conduct has substantial anticompetitive effects, including increased prices  
21 and costs, reduced innovation and quality of service, and lowered output.

22 293. As a competing app distributor, Aptoide has been harmed by Defendants'  
23 anticompetitive conduct in a manner that the antitrust laws were intended to prevent. Aptoide has  
24 been substantially foreclosed from the market and has suffered and continues to suffer damages and  
25 irreparable injury. Such damages and injury will not be redressed until the relief requested in this  
26 lawsuit issues.

27 294. It is appropriate to bring this action under the Cartwright Act in addition to the  
28 Sherman Act because many of the illegal agreements were made in California and purport to be

1 governed by California law, many affected consumers reside in California, Google has its principal  
2 place of business in California and overt acts in furtherance of Google’s anticompetitive scheme  
3 took place in California.

4  
5 **COUNT XIV**  
6 **Unreasonable Restraints of Trade in the Market for Android In-App Billing**  
7 **Relating to the Developer Distribution Agreement (DDA)**  
8 **in Violation of the California Cartwright Act**  
9 **(Against All Defendants)**

10 295. Aptoide incorporates by reference all preceding paragraphs and the allegations  
11 contained therein.

12 296. As the jury found in *Epic v. Google*, Google’s conduct with respect to the DDA  
13 violates the Cartwright Act, Cal. Bus. & Prof. Code § 16700 *et seq.*, which prohibits, *inter alia*, the  
14 combination of resources by two or more persons to restrain trade or commerce or to prevent market  
15 competition. *See* §§ 16720, 16726.

16 297. As the jury found in *Epic v. Google*, the **Android In-App Billing Market** is a valid  
17 antitrust market in which Google holds monopoly power.

18 298. Defendants, except Google Payment, force app developers to enter into its  
19 standardized DDA, including Developer Program Policies integrated into that Agreement, as a  
20 condition of having their apps distributed through Google’s monopolized app store, the Google Play  
21 Store. The relevant provisions of these agreements unreasonably restrain and substantially foreclose  
22 competition in the **Android In-App Billing Market**.

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

1 and services or of digital content that may be consumed outside of the app itself, Google expressly  
 2 applies its anticompetitive mandate to all “Play-distributed apps . . . if they require or accept payment  
 3 for access to features or services, including any app functionality, digital content or goods.”

4 300. Google’s conduct has substantial anticompetitive effects, including increased prices  
 5 and costs, reduced innovation and quality of service, and lowered output.

6 301. The challenged provisions serve no sufficient legitimate or procompetitive purpose  
 7 and unreasonably restrain and substantially foreclose competition in the **Android In-App Billing**  
 8 **Market**.

9 302. As the developer of a competing in-app payment processing solution, Aptoide has  
 10 been harmed by Defendants’ anticompetitive conduct in a manner that the antitrust laws were  
 11 intended to prevent. Aptoide has been substantially foreclosed from the market and has suffered  
 12 and continues to suffer damages and irreparable injury. Such damages and injury will not be  
 13 redressed until the relief requested in this lawsuit issues.

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

19 **COUNT XV**  
 20 **Tying Google Play Store in the Market for Android App Distribution**  
 21 **to Google Play Billing in the Market for Android In-App Billing**  
 22 **in Violation of the California Cartwright Act**  
 23 **(Against All Defendants)**

24 304. Aptoide incorporates by reference all preceding paragraphs and the allegations  
 25 contained therein.

26 305. As the jury found in *Epic v. Google*, Google’s conduct with respect to tying the  
 27 Google Play Store to Google Play Billing violates the Cartwright Act, Cal. Bus. & Prof. Code  
 28 § 16700 *et seq.*, which prohibits, *inter alia*, the combination of resources by two or more persons to  
 restrain trade or commerce or to prevent market competition. *See* §§ 16720, 16726.

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

3 307. As the jury found in *Epic v. Google*, Google has monopoly power in the tying  
4 market, the **Android App Distribution Market**. With Google Play Store installed on nearly all  
5 Android OS devices and over 90% of downloads on Android OS devices being performed by the  
6 Google Play Store, Google has overwhelming market power. Google's monopoly power is further  
7 evidenced by its ability to extract supracompetitive taxes on the sale of apps through the Google  
8 Play Store.

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

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

20 310. Google's conduct substantially forecloses competition in the **Android In-App**  
21 **Billing Market**, affecting a substantial volume of commerce in this market.

22 311. Google has thus engaged in a per se illegal tying arrangement and the Court does  
23 not need to engage in a detailed assessment of the anticompetitive effects of Google's conduct or its  
24 purported justifications.

25 312. In the alternative only, even if Google's conduct does not constitute a per se illegal  
26 tie, a detailed analysis of Google's tying arrangement would demonstrate that this arrangement  
27 violates the rule of reason and is illegal.  
28

1 313. As the developer of a competing in-app payment processing solution, Aptoide has  
2 been harmed by Defendants’ anticompetitive conduct in a manner that the antitrust laws were  
3 intended to prevent. Aptoide has been substantially foreclosed from the market and has suffered  
4 and continues to suffer damages and irreparable injury. Such damages and injury will not be  
5 redressed until the relief requested in this lawsuit issues.

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

11 **COUNT XVI**  
12 **Unlawful Conduct**  
13 **In Violation of California Unfair Competition Law (UCL)**  
**(Against All Defendants)**

14 315. Aptoide incorporates by reference all preceding paragraphs and the allegations  
15 contained therein.

16 316. Google’s conduct, as described above, violates California’s Unfair Competition  
17 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, which prohibits any unlawful, unfair or fraudulent  
18 business act or practice.

19 317. Aptoide has standing to bring this claim because it has suffered injury in fact and  
20 lost money as a result of Google’s unfair competition. Specifically, Aptoide develops a competing  
21 app store and offers in-app billing services on the Android mobile platform. Google’s conduct has  
22 unreasonably restricted Aptoide’s ability to fairly compete in the relevant markets with these  
23 products.

24 318. As the jury found in *Epic v. Google*, Google’s conduct violates the Sherman Act  
25 and the Cartwright Act, and thus constitutes unlawful conduct under § 17200.

26 319. Google’s conduct is also “unfair” within the meaning of the Unfair Competition  
27 Law.  
28

1 320. Google’s conduct harms Aptoide which, as a direct result of Google’s  
2 anticompetitive conduct, is unreasonably prevented from competing on the merits of its app store or  
3 freely offering its in-app payment processing tool, and forfeits the revenue from both products’  
4 competition in a competitive market.

5 321. Aptoide seeks injunctive relief under the Unfair Competition Law.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of  
8 Aptoide and against Defendants:

- 9 a. Awarding monetary damages, including treble damages, together with the  
10 expenses of litigation and costs of this action, including attorneys’ fees and  
11 expenses;
- 12 b. Awarding pre- and post-judgment interest;
- 13 c. Awarding restitution;
- 14 d. Adjudging and decreeing that the contractual restraints complained of herein are  
15 unlawful and unenforceable;
- 16 e. Issuing an injunction prohibiting Google from continuing to engage in the  
17 anticompetitive practices described herein and from engaging in any other  
18 practices with the same purpose and effect as the challenged practices;
- 19 f. Entering any other preliminary or permanent relief necessary and appropriate to  
20 restore competitive conditions in the markets affected by Google’s unlawful  
21 conduct; and
- 22 g. Entering any additional relief the Court deems just and proper.

23  
24 **DEMAND FOR JURY TRIAL**

25 Pursuant to Federal Rule of Civil Procedure 38, Aptoide hereby demands a trial by jury on  
26 all issues so triable.

1 Dated: April 14, 2026

Respectfully submitted,

2  
3 /s/ Andrew Chang

4 Aaron Teitelbaum (SBN 298135)  
5 Andrew Chang (SBN 319009)  
6 KRESSIN POWERS LLC  
7 400 7th St. NW, Suite 300  
8 Washington, DC 20004  
9 Telephone: (202) 922-5962  
10 Fax: (202) 998-9319  
11 Email: [aaron@kressinpowers.com](mailto:aaron@kressinpowers.com)  
12 Email: [andrew@kressinpowers.com](mailto:andrew@kressinpowers.com)

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
*Counsel for Plaintiff Aptoide, S.A.*