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16 *Attorneys for Plaintiff Epic Games, Inc.*

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

19  
20 EPIC GAMES, INC., a Maryland  
21 Corporation,

22 Plaintiff,

Case No. 3:20-CV-05671-JD

23 v.

24 GOOGLE LLC; GOOGLE IRELAND  
25 LIMITED; GOOGLE COMMERCE  
26 LIMITED; GOOGLE ASIA PACIFIC  
27 PTE. LIMITED; and GOOGLE  
PAYMENT CORP.,

**FIRST AMENDED COMPLAINT  
FOR INJUNCTIVE RELIEF**

28 Defendants.

**TABLE OF CONTENTS**

1		
2		<b><u>TABLE OF CONTENTS</u></b>
3	PRELIMINARY STATEMENT .....	1
4	PARTIES.....	13
5	JURISDICTION AND VENUE .....	15
6	INTRADISTRICT ASSIGNMENT .....	17
7	RELEVANT FACTS .....	17
8	I. Google Dominates the Merchant Market for Mobile Operating Systems. ....	17
9	A. The Merchant Market for Mobile Operating Systems .....	17
10	i. Product Market Definition .....	17
11	ii. Geographic Market Definition.....	19
12	B. Google’s Monopoly Power in the Merchant Market for Mobile OSs .....	20
13	II. Google Unlawfully Maintains a Monopoly in the Android App Distribution	
14	Market.....	23
15	A. The Android App Distribution Market .....	25
16	i. Product Market Definition .....	25
17	ii. Geographic Market Definition.....	26
18	B. Google’s Monopoly Power in the Android App Distribution Market.....	27
19	C. Google’s Anti-Competitive Conduct Concerning the Android App	
20	Distribution Market .....	33
21	i. Google’s Conduct Toward OEMs and Mobile Network	
22	Operators.....	33
23	ii. Google’s Conduct Toward App Distributors and Developers.....	47
24	iii. Google’s Conduct Toward Consumers.....	50
25	D. Anti-Competitive Effects in the Android App Distribution Market.....	55
26	III. Google Unlawfully Acquired and Maintains a Monopoly in the Android In-	
27	App Payment Processing Market. ....	57
28	A. The Android In-App Payment Processing Market.....	57

1 i. Product Market Definition ..... 57

2 ii. Geographic Market Definition ..... 59

3 B. Google’s Monopoly Power in the Android In-App Payment

4 Processing Market ..... 59

5 C. Google’s Anti-Competitive Conduct Concerning the Android In-App

6 Payment Processing Market ..... 60

7 D. Anti-Competitive Effects in the Android In-App Payment Processing

8 Market ..... 62

9 COUNT 1: Sherman Act § 2 (Unlawful Monopoly Maintenance in the Android

10 App Distribution Market) ..... 63

11 COUNT 2: Sherman Act § 1 (Unreasonable restraints of trade concerning

12 Android App Distribution Market: OEMs) ..... 64

13 COUNT 3: Sherman Act § 1 (Unreasonable restraints of trade concerning

14 Android App Distribution Market: Developer Distribution Agreement) ..... 66

15 COUNT 4: Sherman Act § 2 (Unlawful Monopolization and Monopoly

16 Maintenance in the Android In-App Payment Processing Market) ..... 67

17 COUNT 5: Sherman Act § 1 (Unreasonable restraints of trade concerning

18 Android In-App Payment Processing Market: Developer Distribution

19 Agreement) ..... 68

20 COUNT 6: Sherman Act § 1 (Tying Google Play Store to Google Play Billing) ..... 70

21 COUNT 7: California Cartwright Act (Unreasonable restraints of trade in

22 Android App Distribution Market: OEMs) ..... 71

23 COUNT 8: California Cartwright Act (Unreasonable restraints of trade in

24 Android App Distribution Market: Developer Distribution Agreement) ..... 73

25 COUNT 9: California Cartwright Act (Unreasonable restraints of trade in

26 Android In-App Payment Processing Market: Developer Distribution

27 Agreement) ..... 75

28

1	COUNT 10: California Cartwright Act (Tying Google Play Store to Google Play	
2	Billing).....	77
3	COUNT 11: California Unfair Competition Law.....	79
4	PRAYER FOR RELIEF .....	80
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
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1 On the basis of documents produced to date by Defendants Google LLC,  
2 Google Ireland Limited, Google Commerce Limited, Google Asia Pacific Pte. Limited,  
3 and Google Payment Corp. (collectively, “Google”), it is clear that very carefully  
4 phrased arguments in Google’s pending motion to dismiss give a misleading picture of  
5 the full scope of Google’s anticompetitive conduct. Accordingly, although Plaintiff  
6 Epic Games, Inc. (“Epic”) believes its initial Complaint was more than sufficient, it  
7 hereby alleges, by its undersigned counsel, as a First Amended Complaint, with  
8 knowledge with respect to its own acts and on information and belief as to other  
9 matters, as follows:

### 10 PRELIMINARY STATEMENT

11 1. In 1998, Google was founded as an exciting young company with a  
12 unique motto: “Don’t Be Evil”. Google’s Code of Conduct explained that this  
13 admonishment was about “how we serve our users” and “much more than that . . . it’s  
14 also about doing the right thing more generally”.<sup>1</sup> Twenty-two years later, Google has  
15 relegated its motto to nearly an afterthought, and is using its size to do evil upon  
16 competitors, innovators, customers, and users in a slew of markets it has grown to  
17 monopolize. This case is about doing the right thing in one important area, the Android  
18 mobile ecosystem, where Google unlawfully maintains monopolies in multiple related  
19 markets and engages in unlawful restraints of trade, denying consumers the freedom to  
20 enjoy their mobile devices—freedom that Google always promised Android users  
21 would have.

22 2. Google acquired the Android mobile operating system more than a  
23 decade ago, promising repeatedly over time that Android would be the basis for an  
24 “open” ecosystem in which industry participants could freely innovate and compete  
25  
26

27  
28 <sup>1</sup> Kate Conger, *Google Removes ‘Don’t Be Evil’ Clause from Its Code of Conduct*, Gizmodo  
(May 18, 2018), <https://gizmodo.com/google-removes-nearly-all-mentions-of-dont-be-evil-from->

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