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 and People Media, Inc.*

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

MATCH GROUP, LLC, a Delaware
 corporation; HUMOR RAINBOW, INC.,
 a New York corporation;
 PLENTYOFFISH MEDIA ULC, a
 Canadian corporation; and PEOPLE
 MEDIA, INC., a Delaware corporation,

Plaintiffs,

v.

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

Defendants.

Case No.

**COMPLAINT FOR (1) VIOLATIONS
 OF THE SHERMAN ACT;
 (2) VIOLATIONS OF THE
 CARTWRIGHT ACT; (3) UNFAIR
 COMPETITION; (4) TORTIOUS
 INTERFERENCE WITH
 CONTRACT; AND (5) TORTIOUS
 INTERFERENCE WITH
 PROSPECTIVE ECONOMIC
 ADVANTAGE**

DEMAND FOR JURY TRIAL

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INTRODUCTION¹

1. This is a case about the strategic manipulation of markets, broken promises, and abuse of power that Google LLC² has employed to illegally foreclose competition in the world’s biggest mobile device ecosystem, Android, and become one of the largest, most powerful companies in the world. Google convinced billions around the world to use the Android mobile operating system (“Android” or “Android OS”) on promises of an open ecosystem, flexibility, and a focus on the user. Through those platitudes and promises and the anticompetitive tactics detailed in this complaint, Google illegally monopolized the market for distributing apps on Android devices with its Google Play Store (“Google Play”)—making it today the only viable choice a mobile application (“app”) developer has to reach Android users. Now, Google seeks to eliminate user choice of payment services and raise prices on consumers by extending its dominance to the separate market for in-app payment (“IAP”) processors on Android. It is conditioning app availability on Google Play with exclusive use of its own in-app payment processing product, Google Play Billing, where it can charge supra-competitive prices and monetize the personal data of billions of digital app users.

2. Ten years ago, Match Group was Google’s partner. We are now its hostage. Google lured app developers to its platform with assurances that we could offer users a choice over how to pay for the services they want. But once it monopolized the market for Android app distribution with Google Play by riding the coattails of the most popular app developers, Google sought to ban alternative in-app

¹ For the purposes of this complaint, the term “Match Group” includes only the operating entities named as Plaintiffs. Match Group LLC; Humor Rainbow, Inc.; PlentyofFish Media ULC; and People Media, Inc. are part of the Match Group family of companies with the ultimate parent company Match Group, Inc. (“MGI”), a nonoperating holding company. MGI’s other subsidiaries are not included in the definition of “Match Group” in this complaint. Match Group asserts the allegations in this complaint upon personal knowledge as to itself and its own acts and experiences and, as to all other matters, upon information and belief, including an investigation conducted by its attorneys.

² Unless noted otherwise, throughout this complaint, “Google” refers to Google LLC and all other Google entity defendants.

1 payment processing services so it could take a cut of nearly every in-app transaction
2 on Android. This Complaint lays bare Google's misdeeds that made it possible.

3 3. Google monetizes Android, in part, by operating Google Play and a
4 separate in-app payment processing service called Google Play Billing. Over the last
5 decade, through bait and switch tactics that exploited the very app developers it so
6 ardently courted and claimed to support and by paying off potential competitors not
7 to compete, Google has grown Google Play into the only viable Android app
8 marketplace. If a developer wants users to find its app, that app must be on Google
9 Play.

10 4. But that was not enough for Google. It also wanted to control the much
11 more lucrative in-app payment processing market on Android. Every year, consumers
12 spend tens of billions of dollars on Android apps. And that number increases every
13 year. When those transactions involve the purchase of "digital goods or services"
14 using Google Play Billing, Google keeps as much as 30% for itself. Google
15 disingenuously calls this extortionate tax a "fee" even though it is nearly ten times the
16 actual fees other payment processors charge in competitive marketplaces.

17 5. Further, what constitutes a "digital good or service" is ill-defined and
18 arbitrarily applied. Clothing and food delivery and ride sharing apps do not qualify.
19 But Match Group's dating apps do qualify, even though they enable users to meet in
20 the real world for a date, just like a ride sharing app enables a user to find a driver in
21 the real world for a ride.

22 6. Google's "fee" also bears no relation to the cost or value of services
23 Google provides developers. Indeed, all developers with apps on Google Play benefit
24 from the exact same services, and they all pay Google a \$25.00 registration fee. Yet
25 only the small handful who sell "digital goods and services," again, as arbitrarily
26 defined by Google, pay the Google tax, which results in pure non-competitive profit
27 to Google. It also allows Google to collect massive volumes of user data that Google
28 can then monetize.

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