

1 Brian C. Rocca, S.B. #221576  
2 brian.rocca@morganlewis.com  
3 Sujal J. Shah, S.B. #215230  
4 sujal.shah@morganlewis.com  
5 Michelle Park Chiu, S.B. #248421  
6 michelle.chiu@morganlewis.com  
7 Minna Lo Naranjo, S.B. #259005  
8 minna.naranjo@morganlewis.com  
9 Rishi P. Satia, S.B. #301958  
10 rishi.satia@morganlewis.com

11 **MORGAN, LEWIS & BOCKIUS LLP**

12 One Market, Spear Street Tower  
13 San Francisco, CA 94105  
14 Telephone: (415) 442-1000

15 Richard S. Taffet, *pro hac vice*  
16 richard.taffet@morganlewis.com

17 **MORGAN, LEWIS & BOCKIUS LLP**

18 101 Park Avenue  
19 New York, NY 10178  
20 Telephone: (212) 309-6000

21 Jonathan I. Kravis, *pro hac vice*  
22 jonathan.kravis@mto.com

23 **MUNGER, TOLLES & OLSON LLP**  
24 601 Massachusetts Avenue NW, Suite 500E  
25 Washington, DC 20001  
26 Telephone: (202) 220-1130

27 *Attorneys for Defendants*  
28

Ian Simmons, *pro hac vice*  
isimmons@omm.com  
Benjamin G. Bradshaw, S.B. #189925  
bbradshaw@omm.com

**O'MELVENY & MYERS LLP**

1625 Eye Street, NW  
Washington, DC 20006  
Telephone: (202) 383-5300

Daniel M. Petrocelli, S.B. #97802  
dpetrocelli@omm.com

Stephen J. McIntyre, S.B. #274481  
smcintyre@omm.com

**O'MELVENY & MYERS LLP**

1999 Avenue of the Stars  
Los Angeles, California 90067  
Telephone: (310) 553-6700

Glenn D. Pomerantz, Bar No. 112503

glenn.pomerantz@mto.com  
Kuruvilla Olasa, Bar No. 281509  
kuruvilla.olasa@mto.com

**MUNGER, TOLLES & OLSON LLP**

350 South Grand Avenue, 50th Floor  
Los Angeles, CA 90071-3426  
Telephone: (213) 683-9100

Kyle W. Mach, Bar No. 282090  
kyle.mach@mto.com

Justin P. Raphael, Bar No. 292380  
justin.rafael@mto.com

Emily C. Curran-Huberty, Bar No. 293065  
emily.curran-huberty@mto.com

**MUNGER, TOLLES & OLSON LLP**

560 Mission Street, 27th Floor  
San Francisco, CA 94105-2907  
Telephone: (415) 512-4000

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

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*Match Group, LLC. et al. v. Google LLC et al.*, Case No. 3:22-cv-02746-JD

Case No. 3:21-md-02981-JD

**DEFENDANTS' ANSWER,  
DEFENSES, AND COUNTERCLAIMS  
TO MATCH'S COMPLAINT**

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

Google Play allows a developer to distribute its apps for free to billions of Android users around the world without paying a single cent to Google unless and until it makes a sale. Yet, in filing their complaint, Match Group now attempts to fully disregard its agreement with Google and take advantage of Google Play's value by misusing antitrust laws to force Google to give away its valuable services for free.

While Match Group claims that Google Play only provides payment processing, that simply isn't true. Google Play provides tools and a global distribution platform that has allowed Match Group to thrive and build a successful network of users that is critical for its dating apps. Match Group now seeks to access Google Play's global distribution platform and users and leverage Google's substantial investments in the platform, all for free.

Match Group's Complaint is a cynical attempt to take advantage of Google Play's tools and global distribution platform and sidestep the reasonable service fees that come with these benefits. Even worse, Match Group aims to undermine user experience to improve its own bottom line. A senior vice-president at Match Group shockingly acknowledged that Match Group's true concern about Google Play's billing system is the ease with which users can cancel their subscriptions using Google's account management tools. He wrote:

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 Match's deceptive approach to subscription cancellation has been called out by the Federal Trade  
5 Commission (FTC) and other consumer protection agencies. The FTC filed a complaint alleging  
6 that Match requires a cumbersome process to cancel certain subscriptions that leads consumers to  
7 think they have canceled when they have not. Match executives have acknowledged that the  
8 Match cancellation process is "hard to find, tedious and confusing." In 2017, Match's head of  
9 customer service admitted that it takes "up to 7 or 8 clicks to complete the flow to turn off  
10 [subscriptions] if you can even figure out how to do it." *See FTC v. Match Group, Inc.*, Case No.  
11 3:19-cv-02281 (N.D. Tex.) at ¶¶ 55-61.

12 Match Group's troubling perspective on consumer billing demonstrates exactly why  
13 Google Play's billing system is an integral part of a consumer's overall experience on Google  
14 Play. Google Play's billing system gives consumers a consistent, safe, and secure way to pay for  
15 apps, subscriptions, and in-app purchases. This experience leads to more consumer transactions,  
16 which in turn generates demand for developers to *continually innovate* to create new and better  
17 apps and in-app products. Google Play's billing system thus benefits users and developers alike,  
18 and is a key part of the success of the Android ecosystem.

19 Match Group disguises its true motives by alleging copycat and fundamentally defective  
20 antitrust theories. In so doing, Match Group ignores that Android competes aggressively against  
21 Apple's iOS. And, by providing Android as an open source mobile operating system ("OS") to  
22 smartphone manufacturers ("OEMs") for free, Google has expanded access to smartphones and  
23 the marketplace for mobile apps, creating enormous incentives for developers to invest in apps  
24 that make virtually every sector of the American economy more efficient, affordable and  
25 accessible for users. Match Group also ignores that, unlike competitors with closed ecosystems  
26 (like Apple's iOS), Google does not require Android users or developers to use Google Play to  
27 download, install, or distribute apps on Android smartphones. Rather, those developers and users  
28 can freely choose the app stores and other platforms they wish to use to interact with app

1 consumers. Match Group itself has taken advantage of the choice afforded by Android and  
2 Google Play by distributing its apps on other app stores, like the Samsung Galaxy Store, which  
3 comes preloaded on a significant portion of devices in the United States. Match Group complains  
4 of foreclosure where there is none.

### 5 **RESPONSE TO NUMBERED PARAGRAPHS**

6 The section headings in the Complaint do not require a response. To the extent that the  
7 section headings contain allegations requiring a response, Google denies all such allegations.

8 1. Defendants Google LLC, Google Ireland Limited, Google Commerce Ltd., Google  
9 Asia Pacific Pte. Limited, and Google Payment Corp. (collectively "Google") deny the allegations  
10 in Paragraph 1, except admit that Google LLC acquired the Android mobile operating system and  
11 that Android is an open ecosystem that, at its core, has always been about openness. Google avers  
12 that Google users use Google Play's billing system ("Google Play Billing") for in-app purchases  
13 with respect to apps distributed through Google Play with some exceptions, including purchasing  
14 physical goods and purchasing digital content elsewhere that is consumed within the app.

15 2. Google denies the allegations in Paragraph 2, except avers that Google provides  
16 benefits to developers, including Match Group, including discoverability made possible by  
17 distribution, e-learning opportunities, free tools for developers to effectively build apps for  
18 Android devices, testing and monitoring tools, and a global digital payment infrastructure to  
19 enable developers to transact with users using the most effective payment methods regardless of  
20 where the developers or users are located. Google further avers that Google has enabled  
21 developers to create revenue streams for themselves.

22 3. Google denies the allegations in Paragraph 3, and avers that, during the time when  
23 Match Group distributed its apps through Google Play, Match Group app users had the choice  
24 whether to pay for services using Google Play Billing or another mechanism because it was  
25 possible to purchase subscriptions and upgrades outside of Google Play for use in the version of  
26 the Match Group app available on Google Play.

27

28

1           4.       Google denies the allegations in Paragraph 4, except admits one or more  
2 defendants receive a payment for in-app purchases with respect to apps distributed through  
3 Google Play and charge up to 30% as a service fee.

4           5.       Google denies the allegations in Paragraph 5.

5           6.       Google denies the allegations in Paragraph 6, and avers that Google charges a  
6 service fee when a developer chooses to charge for app downloads, in-app purchases, or  
7 subscriptions for content distributed on Google Play, and Google is paid for the extensive services  
8 it provides developers and the sizable investment it makes in Google Play's tools, software, and  
9 technology, only if and when a user pays for an app, in-app product, or subscription.

10          7.       Google denies the allegations in Paragraph 7.

11          8.       Google denies the allegations in Paragraph 8.

12          9.       Google denies the allegations in Paragraph 9. Google is without knowledge or  
13 information sufficient to form a belief as to the truth of the allegations in Paragraph 9 about  
14 Match Group and its users.

15          10.      Google denies the allegations in Paragraph 10. Google is without knowledge or  
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 10 about  
17 Match Group and its users.

18          11.      Google denies the allegations in Paragraph 11, except avers that Android users and  
19 developers have access to its open ecosystem.

20          12.      Google denies the allegations in Paragraph 12.

21          13.      Google denies the allegations in Paragraph 13.

22          14.      Google denies the allegations in Paragraph 14.

23          15.      Google denies the allegations in Paragraph 15.

24          16.      Google denies the allegations in Paragraph 16, and respectfully refers the Court to  
25 the developer agreements for a complete and accurate statement of their contents.

26          17.      Google denies the allegations in Paragraph 17.

27

28

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.