



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

United States of America, *et al.*,

Plaintiffs,

v.

Google LLC,

Defendant.

Case No. 1:20-cv-03010-APM

HON. AMIT P. MEHTA



State of Colorado, *et al.*,

Plaintiffs,

v.

Google LLC,

Defendant.

Case No. 1:20-cv-03715-APM

HON. AMIT P. MEHTA



**DEFENDANT'S MEMORANDUM OF POINTS AND AUTHORITIES
IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

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The DOJ Plaintiffs’ case centers on two categories of contracts that they seek to condemn under Section 2 of the Sherman Act. The first concerns decisions by web browser developers—particularly Apple and Mozilla—to set Google as the default search engine in their browsers. Although these contracts have been amended or renewed on numerous occasions, the framework has remained largely unchanged since the 2000s—when the vast majority of Internet users searched the web on Microsoft Windows computers pre-loaded with Microsoft’s search engine, and Apple had yet to introduce the iPhone. The second consists of agreements, also first introduced many years ago, between Google and companies that manufacture and/or sell Android mobile devices that provide consumers with innovative and competitive alternatives to Apple devices.

Plaintiffs must clear several legal hurdles to establish that these agreements violate Section 2, including proving that Google possesses monopoly power in a properly defined market. *United States v. Microsoft Corp.*, 253 F.3d 34, 51 (D.C. Cir. 2001) (en banc) (per curiam). The Court need not decide that issue to enter summary judgment, however, because the challenged contracts do not comprise “exclusionary conduct” and did not cause “the requisite anticompetitive effect.” *Id.* at 58-59. Rather, the agreements that Plaintiffs attack are important components of the extraordinary competition that has unleashed innovation and provided users more choices than ever to search the Internet. And unlike in *Microsoft*, where the Court invalidated conduct that forced Microsoft’s inferior Internet Explorer browser upon third parties, Google Search is today—and has been throughout the relevant time period—the highest quality search engine in the U.S., preferred by every third party subject to the challenged agreements.

The Browser Agreements. For nearly two decades, companies that develop web browsers have designed and implemented an integrated search box that routes user queries to a default search engine. A number of these companies, including Apple and Mozilla, have selected Google as the

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