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Re: *In re: Google Play Store Antitrust Litigation*, No. 3:21-md-02981-JD (N.D. Cal.);
Epic Games, Inc. v. Google LLC, No. 3:20-cv-05671-JD (N.D. Cal.);
State of Utah, et al. v. Google LLC, et al., No. 3:21-cv-05227-JD (N.D. Cal.)

Dear Elinor, Melissa, Paula, Sarah:

Further to our recent discussions, I write on behalf of Epic Games, Inc. (“Epic”), to lay out the key principles that Epic believes should guide any potential settlement of the claims brought by the State Attorneys General Plaintiffs (“State Plaintiffs”) against Google in this MDL. As set forth in their complaint, the State Plaintiffs’ goals in their litigation against Google are to “end Google’s anticompetitive conduct”, “restore competition” and “prevent Google from engaging in similar conduct in the future”¹—goals Epic emphatically agrees with.

The only way for a settlement to accomplish these goals is for it to address three fundamental issues affected by Google’s anticompetitive conduct:

- **Pillar 1 - Open the Android App Distribution Market.** Google must be prohibited from using its control over Android OS to impede new entry and meaningful competition in the Android app distribution market. Importantly, and as further explained below, this requires leveling the playing field for competing app stores **and** enabling secure direct downloading of apps, as direct downloading is the quickest and most effective way to introduce a viable alternative to the Play Store (as demonstrated by distribution models adopted on Windows and Mac systems).
- **Pillar 2 - Open the Android In-App Payment Solution Market.** Google must be prohibited from using its control over Android OS and Android app distribution to foreclose competition in the Android in-app payment solution market and charge supracompetitive monopoly rents.

¹ MDL Dkt. 188, State Plaintiffs’ First Am. Compl. ¶ 26.

- **Pillar 3 - Prevent Circumvention of the Above Remedies.** Given Google’s entrenched dominance in multiple markets, Google must be prohibited from circumventing the terms and purpose of any settlement or the law by simply shifting its anticompetitive behavior and collecting monopoly rents in other adjacent markets, such as imposing fees on transactions that do not go through Google Play Billing (“GPB”).

Achieving all three of these pillars is the only way to ensure that Google’s anticompetitive conduct is ended, markets that Google has tipped in its favor are opened up, meaningful competition is established and the ongoing harms to consumers through inflated prices for, and reduced innovation in, apps and in-app digital content will end.

The importance of a State Plaintiffs’ settlement cannot be overstated: any settlement that falls short of addressing all three pillars stated above will rubber stamp conduct that is illegal under federal and state law, and that will harm innovation and impose excessive prices on consumers for years to come. The States’ role is particularly important as private plaintiffs (other than Epic) may be paid off by Google to settle their claims. It will thus be up to the State Plaintiffs to insist on an injunction that addresses all three pillars. Moreover, how the State Plaintiffs choose to resolve this litigation will have cascading effects on other jurisdictions, which are closely watching how this MDL proceeds. As such, any settlement must include injunctive relief that opens both markets for competition and prevents Google from circumventing the terms and purpose of the relief obtained. Such an injunction is the only way to enable competition to determine the pricing of distribution and payment services, and to reverse the consumer harm (high prices, lack of innovation and lack of consumer choice) caused by Google’s anticompetitive scheme.

Recent experience in other jurisdictions demonstrates that any settlement that fails to address any one of these pillars will inevitably fail to ameliorate the harms caused by Google’s conduct—supracompetitive prices, lack of innovation and diminished consumer choice. Legislatures and regulators in South Korea, the Netherlands and India have adopted measures aimed at requiring Google to allow developers to utilize alternative payment solutions to GPB in apps distributed through Google Play.² But because these measures did not address competition in distribution (Pillar 1) or prohibit Google from taking steps to circumvent the new measures (Pillar 3), the new measures failed to open up any market to competition, instead entrenching Google’s monopolies and raising rates for developers, all under the guise of compliance with the new regulations. Specifically, in response to the new measures, Google introduced a brand new “service fee” of 26-27% of all in-app sales of digital goods, which Google imposes on transactions processed through payment solutions *other than* GPB—*i.e.*, transactions Google is not involved with in any way. The result is that sellers of in-app digital goods in these jurisdictions are given an option: they can continue paying Google its typical 30% fee if they utilize GPB, or they can

² The UK Competition and Markets Authority (CMA) is currently considering accepting commitments by Google to permit developers to use alternative payment solutions to resolve its investigation into Google’s practices. See “App developers on Google Play store offered payment choices following CMA probe”, Competition and Markets Authority (Apr. 19, 2023), available at <https://www.gov.uk/government/news/app-developers-on-google-play-store-offered-payment-choices-following-cma-probe>.

elect to pay Google “only” 27% (in the Netherlands)³ or 26% (in Korea and India)⁴ and then on top of that pay an additional fee to another payment solution—one that invariably brings the developer’s total fees to 30% **or more**.

The newly-introduced 26-27% “service fee” in these jurisdictions is set by fiat, not competition; it is simply an exercise in rate setting—by Google, and by any enforcer accepting that rate as satisfactory. Google is able to impose this new fee and unilaterally set its rate because the new measures do nothing to address its monopoly over app distribution, and Google is able to leverage that monopoly power to set rates that far exceed competitive pricing. Google has set the new rate at this particular level because it is well aware that, on average, it costs *more* than 3-4% to process in-app payments and support ancillary related services (such as customer returns and refunds)⁵—meaning that developers are deterred from leaving GPB for an alternative payment solution by the prospect of facing overall fees that, in the aggregate, are even *higher* than the 30% fee Google charges for the use of GPB. Indeed, this “service fee” penalizes developers for opting for a competing payment solution. In short, by addressing only Pillar 2, regulators abroad allowed Google to replace its historic contractual tie between distribution and payment solutions with an equally effective and equally illegal economic tie.⁶

In a similar vein, an injunction such as the one ordered in *Epic v. Apple*, which would require Google only to allow developers to incorporate in their Android apps buttons or “external links” offering users the option to complete their purchases of digital goods in an inconvenient manner outside the app (*e.g.*, in a web browser), would fail to ameliorate the harm

³ See “Offering an alternative billing system for users in the European Economic Area (EEA)”, Play Console Help, available at https://support.google.com/googleplay/android-developer/answer/12348241?hl=en&ref_topic=3452890&sjid=4231795017615233004-NA. Notably, in Europe, game developers are still subject to the tie and have no choice but to pay Google’s 30% tax. *Id.* (“In order to be eligible [to use an alternative billing system in the European Economic Area] [y]our app may not be a gaming app.”).

⁴ See “Changes to Google Play’s billing requirements for developers serving users in South Korea”, Play Console Help, available at <https://support.google.com/googleplay/android-developer/answer/11222040?hl=en>; “Changes to Google Play’s billing requirements for developers serving users in India”, Play Console Help, available at <https://support.google.com/googleplay/android-developer/answer/13306652?hl=en>. In the UK, Google is also planning to charge developers 26-27% for in-app purchases made using alternative payment solutions. See Oliver Bethell, “An update on Google Play billing in the UK” (Apr. 19, 2023), available at <https://blog.google/around-the-globe/google-europe/an-update-on-google-play-billing-in-the-uk/amp/>.

⁵ In internal Google documents, Google estimated that its own break-even cost for payment processing alone (excluding attendant services and any profit margin) was roughly 6%. See GOOG-PLAY-000565541.R at -5553.R.

⁶ See *Aerotec Int’l, Inc. v. Honeywell Int’l, Inc.*, 836 F.3d 1171, 1179 (9th Cir. 2016) (recognizing that “tying conditions need not be spelled out in express contractual terms to fall within the Sherman Act’s prohibitions” and that “implied” or “de facto” tying claims can occur “when a seller ‘adopts a policy that makes it unreasonably difficult or costly to buy the tying product . . . without buying the tied product’” (citation omitted)); see also *Cascade Health Sols. v. PeaceHealth*, 515 F.3d 883, 903 (9th Cir. 2008) (recognizing that antitrust liability can occur where a firm offers “two or more goods or services that could be sold separately . . . for a lower price than the seller charges for the goods or services purchased individually” and uses this “bundled discount to exclude an equally or more efficient competitor and thereby reduce consumer welfare in the long run”).

caused by Google's conduct.⁷ Again, such an injunction addresses only Pillar 2; it would do nothing to open up app distribution, and absent a strong anti-circumvention measure, it would not prevent Google from again introducing a new fee, this time on linked out-of-app transactions, which would replicate the economic tie Google has implemented in Korea and other jurisdictions, as explained above.

In light of the above, we lay out below the principles that we believe ought to be included in a settlement aiming to address the three pillars described above. **Attachment A** then provides a proposed draft injunction implementing these principles. In addition to the specific relief set out in **Attachment A**, the State Plaintiffs should also consider implementing compliance and monitoring provisions in any settlement order.

A. **Principle One:** Prohibit Google From Leveraging Its Control over Android OS to Self-Preference Play and GPB.

A developer should be able to choose to use Google Play and GPB based on the merits of those products and not be coerced by Google's monopoly power over Android ecosystem participants. Prohibiting Google from leveraging its control over Android OS to self-preference Google Play and GPB—such as by tying Google Play and GPB to any other of its other products or services—will prevent Google from using its dominance over Android, its GMS apps, or any of its other products or services to secure preferential treatment for Google Play, and will permit new entrants to compete freely and fairly in the market.

B. **Principle Two:** Prohibit Google From Discriminating Against Any App, App Developer, Competing App Store or Alternative Payment Solution.

Similar to Principle One above, Google should be prevented from using its power over the Android ecosystem to unfairly discriminate against (i) developers who operate competing app stores or alternative payment solutions; and (ii) developers who distribute their apps directly or through competing app stores, or that implement alternative payment solutions in their own apps. Such discriminatory treatment would foreclose fair and open competition.

Any settlement must prohibit Google from unfairly disadvantaging any third-party app store, or app downloaded through a non-Google Play source, through technical, financial or contractual means. Importantly, given the current dominance of Google Play as compared to other stores, this non-discrimination principle should extend to direct downloading, and not only to distribution through alternative stores. Indeed, the most immediate and effective competitive threat to Google Play may come not from other stores, but from major developers seeking to offer their apps for direct download—a distribution channel often used by major developers (*e.g.*, Activision, Microsoft, Adobe, and Google itself) on Windows and Mac systems. Thus, Google must not be allowed to indiscriminately impose additional downloading frictions such as warning screens for alternative app distribution channels, including direct downloading. Such warnings provide Google Play and GPB with an unfair advantage over competing distribution channels and actively dissuade users from directly downloading apps and app stores, even from sources the user trusts and that Google often recognizes as trustworthy.

⁷ *Epic Games, Inc. v. Apple, Inc.*, 559 F. Supp. 3d 898, 1056-58 (N.D. Cal. 2021), *aff'd in part and rev'd in part on other grounds*, 67 F.4th 946 (9th Cir. 2023).

This prohibition need not undermine the security of the Android ecosystem; it simply means that Google should be able to impose warning screens or other frictions on alternative app distribution channels only when it has a well-founded, good faith basis to believe they are necessary to prevent malware or malicious actors from causing harm to users. For example, Google could institute a “whitelisting” or “notarization” process that removes all downloading frictions for apps that have been vetted and pre-approved by Google and/or other trusted third parties that specialize in reviewing and vetting the safety of apps. Such procedure could be similar to that followed by Apple on macOS, where developers can upload their apps to Apple for vetting; Apple scans the app and issues developers a “notarization token” or “notarization ticket”, which is digitally “stapled” to the app; the developer may then distribute the app through any distribution channel, and MacOS distinguishes between notarized and un-notarized apps, regardless of their source, warning users against installation of the latter but not the former.⁸ This vetting process can be undertaken by Google itself or by trusted third parties and must be made generally available to all developers seeking to distribute Android apps. This process would provide a viable pathway for developers to seamlessly distribute their apps on Android outside of Google Play, enabling competition in app distribution to flourish, while allowing Google to maintain its security warnings against installation of apps that did not undergo the security vetting procedure prior to distribution.

Finally, under this principle, the injunction should also prohibit Google from using distribution channel or choice of payment solution to withhold access to, or charge in a discriminatory manner for access to, Google’s APIs, SDKs, software features or other tools needed to develop Android apps.

C. ***Principle Three:*** Prohibit Google From Entering Into Exclusivity Agreements or Other “Agreements Referencing Rivals” with Carriers, OEMs or Developers.

Given the importance of pre-installation and securing exclusive content in making an app store competitive, Google should be prohibited from entering into exclusivity agreements or similar contracts that reference competing app stores and payment solution providers and require carriers, OEMs or developers to deal with such rivals on no more favorable terms than with Google. This principle would prevent Google from entering into contracts that prohibit OEMs from pre-installing competing app stores, or require OEMs to place Google Play on mobile devices in at least as prominent a location as competing app stores. It would also prevent Google from securing exclusivity or sim-ship requirements for Android apps from developers.

D. ***Principle Four:*** Prohibit Google From Imposing Any New Fees that Increase the Cost of Distributing Apps or App Stores on Android

In order to remedy the anticompetitive effects of its conduct, Google should be prohibited for at least a period of time from imposing on developers or users new fees for access to any Android technology or functionality necessary to develop and distribute apps on Android. In addition, Google must be prohibited from imposing financial penalties or costs that deter developers from integrating alternative in-app payment solutions alongside or instead of GPB. Google must also be prohibited from imposing a financial penalty or cost to access the Android OS on apps and app stores that use alternative in-app payment solutions.

8

Finally, any settlement must also include broad anticircumvention language that prohibits Google from taking steps that violate the settlement's purpose even if not expressly set out in its terms, including imposing disincentives and providing incentives that prevent entry and meaningful competition in the Android app distribution and in-app payment solutions markets.

* * *

I enclose herewith as **Attachment A** a draft injunction that aims to operationalize the above principles. The principles above are consistent with and would not preclude Google from competing on the merits of its product and service offerings, and earning a fair return. For example, under an injunction consistent with these principles, Google could compete with other app developers, distributors and payment processing solution providers by making quality improvements to Android, Google Play and GPB; promoting its Google Play and GPB service offerings; and competing on price. However, such competition must occur on a level playing field, or the platform will remain closed and Google will be able to maintain its monopoly rents. Epic believes that such competition can and must exist, and believes that the above principles set forth a roadmap for bringing truly free and fair competition to the platform.

Very truly yours,



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Attachment A: Proposed Remedies– Specific Relief

The following draft injunctive language is organized with reference to the three pillars Epic believes any settlement must address in order to accomplish the goals of the Google MDL: Part I below includes remedies necessary to open the Android app distribution market, Part II includes remedies necessary to open the Android in-app payment solutions market and Part III includes remedies that would prevent Google from circumventing the terms and purpose of Parts I and II. All three Parts are essential to addressing Google’s anticompetitive behavior, and it is critical that all three Parts be considered and implemented together.

I. Remedies to Open the Android App Distribution Market

Google is enjoined from enforcing contractual provisions, guidelines or policies, or imposing technical restrictions, usage frictions or financial penalties that (i) restrict, prohibit, impede, disincentivize or deter the distribution of Android apps¹ through an Android app distribution channel other than Google Play (an “Alternative Android App Distribution Channel”); (ii) have the effect of impeding or deterring competition among Android app distributors (including competition between third-party Android app distributors and Google Play); and/or (iii) otherwise discriminate against or disadvantage Android app distribution through any Alternative Android App Distribution Channel.

To effectuate the above injunctive relief, the Court orders the following specific remedies addressing Google’s conduct with respect to original equipment manufacturers (“OEMs”), mobile network carriers (“Carriers”), developers of Android apps (“Developers”), users of Android mobile devices (“Consumers”) and developers or would-be developers of any Alternative Android App Distribution Channel (“Competing Distributors”), as well as with respect to its own Android platform.

¹ Distribution includes both supply of apps by Developers and acquisition of apps by Consumers unless otherwise specified.

1 A. Remedies Concerning OEMs and Carriers

2 With respect to OEMs and Carriers, Google is enjoined from:

- 3 1. Prohibiting or disincentivizing the preinstallation of any Android app based on its
4 availability or non-availability on Google Play;
- 5 2. Requiring or incentivizing Google Play to be (i) the exclusive app store preinstalled
6 on Android mobile devices; (ii) the exclusive app store placed on the default home
7 screen of Android mobile devices; (iii) the most prominently or preferentially
8 placed app store on Android mobile devices; and/or (iv) equal to or on par with the
9 placement of any other app store on Android mobile devices, including, but not
10 limited to, enforcing the priority placement requirements for Google's apps in its
11 Mobile Application Distribution Agreements ("MADAs") and enforcing the
12 exclusive preloading requirements of the Premier Tier Terms of its RSA 3.0;
- 13 3. Conditioning or impeding access to, restricting the use of, or conditioning the terms
14 of access to any of Google's products or services, including Android or any of its
15 proprietary apps or APIs, on the placement of Google Play on Android mobile
16 devices, including, but not limited to, enforcing the priority placement requirement
17 for Google Play in its MADAs as a condition of obtaining access to Google Mobile
18 Services ("GMS") core Google apps and APIs; and/or
- 19 4. Prohibiting or disincentivizing the preinstallation or promotion of any Alternative
20 Android App Distribution Channel.

21 B. Remedies Concerning Developers

22 With respect to Developers, Google is enjoined from:

- 23 1. Requiring or incentivizing the distribution of any Android app exclusively on
24 Google Play;
- 25 2. Requiring or incentivizing the distribution of any Android app on Google Play
26 before, or at the same time as, the app's release on an Alternative Android App
27 Distribution Channel, including, but not limited to, enforcing the app release parity
28 requirement in certain of its Project Hug agreements;
- 29 3. Prohibiting or disincentivizing the distribution of any Android app that has different
30 or exclusive app content and/or features when distributed through an Alternative
31 Android App Distribution Channel, as compared to when distributed through
32 Google Play, including, but not limited to, enforcing the in-app content release
33 parity requirement in certain of its Project Hug agreements;
- 34 4. Prohibiting or disincentivizing the distribution of any Android app that has different
35 prices for the app, its content and/or any app features when distributed through an
36 Alternative Android App Distribution Channel, as compared to when distributed
37 through Google Play, including, but not limited to, enforcing the price parity
38 requirement in certain of its Project Hug agreements;
- 39 5. Prohibiting the withdrawal of any Android app from Google Play without Google's
40 consent, including, but not limited to, enforcing the non-removal requirement in
41 certain of its Project Hug agreements;

6. Conditioning or impeding access to, restricting the use of, or conditioning the terms of access to any of Google's products or services (other than its Android app distribution services) on the basis of a Developer's actual or intended use of any Alternative Android App Distribution Channel. For the avoidance of doubt, prohibiting or disincentivizing the inclusion of a link to download or install any Android app through any Alternative Android App Distribution Channel in an advertisement for such an app would be deemed a violation of this Clause 6, including, but not limited to, enforcing the prohibition against linking to Alternative Android App Distribution Channels in Google Ads as part of its App Campaigns program; and/or
7. Prohibiting or disincentivizing the distribution or promotion of a Developer's app through any Alternative Android App Distribution Channel, including, but not limited to, enforcing its promotion parity requirement in certain of its Project Hug agreements that requires Developers to promote apps listed on Google Play in the same or equivalent manner as equivalent apps listed on an Alternative Android App Distribution Channel.

To remedy Google's past misconduct, its unlawfully maintained monopoly power and the anticompetitive effects it has imposed, the Court further orders that from the date of this Order and **for a period of five (5) years**, Google is enjoined from enforcing contractual provisions, guidelines or policies, or imposing technical restrictions, that restrict, prohibit, impede, disincentivize or deter distribution of any Alternative Android App Distribution Channel through Google Play, including, but not limited to, enforcing current Section 4.5 of its Developer Distribution Agreements ("DDAs") against any developer.

C. Remedies Concerning Consumers

With respect to Consumers, Google is enjoined from:

1. Prohibiting or disincentivizing, through any technical, contractual, financial, or other means, the downloading, installation and/or updating of any Android app through any Alternative Android App Distribution Channel, including, but not limited to, requiring users to go through the "Unknown Sources Flow" on Alternative Android App Distribution Channels when users download third-party apps or app stores that have been vetted by generally available review processes; and/or
2. Prohibiting or disincentivizing, through any technical, contractual, financial, or other means, the execution or use of any Android app that was downloaded, installed and/or updated through any Alternative Android App Distribution Channel.

1 D. Remedies Concerning Competing Distributors

2 With respect to Competing Distributors, Google is enjoined from:

- 3 1. Requiring or incentivizing, including through the provision of any pecuniary or in-
4 kind benefits, or through the imposition of any financial penalty or economic loss,
5 any Competing Distributor to scale back, slow down or abandon its distribution of
6 Android apps or its entry into the distribution of Android apps, including, but not
7 limited to, using its monopoly profits to incentivize Developers and OEMs not to
8 invest in Alternative Android App Distribution Channels through the revenue share
9 terms of its Project Hug agreements and RSA 3.0. For the avoidance of doubt, any
10 benefit offered to a Developer to distribute any Android app through Google Play
11 in lieu of, or in parallel with, self-distribution of the same Android app, is prohibited
12 by this Clause 1;
- 13 2. Denying or impeding any Alternative Android App Distribution Channel from
14 having equivalent access to Android functionality that Google Play has, including,
15 for example, the same functionality as Google Play for facilitating the downloading,
16 installation and/or updating of apps, including, but not limited to, by requiring users
17 to go through the “Unknown Sources Flow” on Alternative Android App
18 Distribution Channels when users download third-party apps or app stores that have
19 been vetted by generally available review processes; and/or
- 20 3. Prohibiting or disincentivizing the preinstallation, downloading, distribution, or
21 promotion of any Alternative Android App Distribution Channel, including, but not
22 limited to, using the “sim-ship” parity requirements in its Project Hug Agreements
23 to restrict Competing Distributors’ opportunities to differentiate their Alternative
24 Android App Distribution Channels by offering exclusive content or early access
25 to content.

26 E. Remedies Concerning the Android Platform

27 With respect to the Android platform, Google is enjoined from:

- 28 1. Denying or impeding any Alternative Android App Distribution Channel, or any
29 Android app that was downloaded through any Alternative Android App
30 Distribution Channel, from having equivalent access to Android functionality
31 and/or features that any Android app downloaded through Google Play has access
32 to, including, for example, the same functionality as Google Play for facilitating the
33 downloading, installation and/or updating of apps, including, but not limited to, by
34 enforcing the prohibition against OEMs preloading apps that contain INSTALL-
35 PACKAGES permissions in the Premier Tier Terms of its RSA 3.0; and/or
- 36 2. Denying or impeding the downloading, installation and/or updating of any Android
37 app from or through any Alternative Android App Distribution Channel, including
38 by imposing “warning” screens or other obstructions or deterrents on any Android
39 app distributed through any Alternative Android App Distribution Channel that are
40 not present for apps distributed through Google Play and are not based on a risk
41 assessment of the app itself based on factors other than whether it is sourced from
42 Google Play or an Alternative Android App Distribution Channel, including, but
43 not limited to, requiring users to go through the “Unknown Sources Flow” on
44 Alternative Android App Distribution Channels when users download third-party
45 apps or app stores that have been vetted by generally available review processes.

* * *

Notwithstanding the preceding prohibitions, nothing in this Part I shall prohibit Google from engaging in bona fide competition on the merits with respect to the distribution of apps on Android, such as:

1. Making quality improvements to Google Play to differentiate it from Alternative Android App Distribution Channels;
2. Communicating to OEMs, Carriers, Developers or Consumers regarding any purported quality or price advantages of Google Play over Alternative Android App Distribution Channels, or otherwise publicly promoting Google Play; and/or
3. Competing on price with respect to the distribution of apps on Android, such as through loyalty programs or promotional discounts.

For the avoidance of doubt, nothing herein shall prohibit Google from preventing or warning consumers against the installation of an Android app or app store that has not been submitted to a generally available² vetting (through scanning or review processes) offered by Google itself, by an Alternative Android App Distribution Channel preinstalled on the Android device, or by a third party Google designates for the purpose of reviewing the safety and security of Android apps.

II. Remedies to Open the Android In-App Payment Solutions Market

Google is enjoined from (i) restricting, prohibiting, impeding, disincentivizing or deterring the use of Android in-app payment solutions other than Google Play Billing (“GPB”) (“Alternative In-App Payment Solutions”), and/or (ii) otherwise discriminating against Alternative In-App Payment Solutions, Developers that use Alternative In-App Payment Solutions or any Android app or app store that uses Alternative In-App Payment Solutions.

To effectuate the above injunctive relief, the Court orders the following specific remedies as it relates to Google’s conduct with respect to Developers, Users and to its own Android platform:

² For the avoidance of doubt, “Generally available” means Google may not deny or limit, or attempt to deny or limit, any Developer’s access to a scanning or review process offered by Google, an Alternative Android App Distribution Channel, or a third party Google designates for the purpose of reviewing the safety and security of Android apps, unless Google receives express permission from the Court or the Compliance Monitor (if applicable) to do so based on a good-faith belief that the developer poses a security threat.

1 A. Remedies Concerning Developers

2 With respect to Developers, Google is enjoined from:

- 3 1. Requiring the implementation of GPB in any Android app, including, but not
4 limited to, enforcing Sections 1 and/or 2 of its Google Play Payments Policy.
- 5 2. Rejecting for distribution, or otherwise disadvantaging, any Android app
6 distributed through Google Play on the basis of the app's actual or intended
7 integration of one or more Alternative In-App Payment Solution, whether alongside
8 GPB or to the exclusion of GPB;
- 9 3. Retaliating or threatening to retaliate against any Developer on the basis of such
10 Developer's app's actual or intended integration of one or more Alternative In-App
11 Payment Solutions, whether alongside GPB or to the exclusion of GPB;
- 12 4. Enforcing contractual provisions, guidelines or policies, or imposing technical
13 restrictions or financial penalties, that (i) restrict, prohibit, impede, disincentivize
14 or deter Developers from integrating any Alternative In-App Payment Solution,
15 whether alongside GPB or to the exclusion of GPB, including, but not limited to,
16 charging any fee for in-app purchases of digital content using an Alternative In-
17 App Payment Solution; or (ii) restrict, prohibit, impede, disincentivize or deter
18 Developers from directing or informing users of the existence of payment methods
19 outside of any Android app, including, but not limited to, enforcing the anti-steering
20 clause in Section 4 of its Google Play Payments Policy; and/or
- 21 5. Giving preferential treatment in search to any Android app that uses GPB as an
22 Android in-app payment solution, whether alongside any Alternative In-App
23 Payment Solutions or to the exclusion of any Alternative In-App Payment
24 Solutions.

25 B. Remedies Concerning Users

26 With respect to Users, Google is enjoined from:

- 27 1. Enforcing contractual provisions, guidelines or policies, or imposing technical
28 restrictions or financial penalties, that restrict, prohibit, impede, disincentivize or
29 deter Users from selecting any Alternative In-App Payment Solution for processing
30 in-app purchases of digital content in any Android app.

31 C. Remedies Concerning the Android Platform

32 With respect to the Android platform, Google is enjoined from:

- 33 1. Denying or impeding any Android app or app store that uses any Alternative In-
34 App Payment Solution, whether alongside GPB or to the exclusion of GPB, from
35 having equivalent access to the same Android functionality and/or features as any
36 Android app that uses only GPB for in-app purchases of digital content; and/or
- 37 2. Imposing a financial penalty, technical limitation or otherwise restricting,
38 prohibiting or impeding access to the Android platform for any Android app
39 (including any Android app store) on the basis that such app or app store uses any
40 Alternative In-App Payment Solution, whether alongside GPB or to the exclusion
41 of GPB.

1 Notwithstanding the preceding prohibitions, nothing in this Section II shall prohibit Google
2 from engaging in bona fide competition on the merits with respect to in-app payment solutions for
3 Android apps, such as:

- 4 1. Making quality improvements to GPB to differentiate it from Alternative In-App
5 Payment Solutions;
- 6 2. Charging different fees for transactions processed through GPB on different apps;
7 and/or
- 8 3. Communicating to OEMs, Carriers, Developers or Consumers regarding any
9 purported quality or price advantages of processing in-app purchases of digital
10 content through GPB over Alternative In-App Payment Solutions, or otherwise
11 publicly promoting GPB, advertising GPB, or incentivizing OEMs, Carriers or
12 Developers to communicate the purported benefits to Consumers of GPB through
13 Android apps or Alternative Android App Distribution Channels.

14 Further, nothing in this Section II shall prohibit Google from seeking a modification of the
15 Court's Order regarding the Android In-App Payment Solutions Market on the basis of changed
16 circumstances (*i.e.*, Google's loss of monopoly power in the Android App Distribution Market).

17 **III. Remedies to Prevent Circumvention**

18 For a period of ten (10) years, Google is enjoined from circumventing this Order by taking
19 steps that violate the purpose, even if not expressly the terms, of this Order, including by imposing
20 disincentives or providing incentives that are designed to, or have the effect of, making competitive
21 entry or expansion in the Android App Distribution Market and/or the Android In-App Payment
22 Solutions Market more expensive, slower, harder or otherwise impracticable for Competing
23 Distributors and/or actual or potential providers of Android in-app payment solutions. For the
24 avoidance of doubt, the remedies in this Part III prohibit conduct including, but not limited to, the
25 imposition by Google of fees tied to or calculated on the basis of a Developer's revenues or profits
26 derived from the sales of content, goods, services or subscriptions, whether such sales occur in-
27 app or outside the Developer's Android app, where the developer uses an Alternative In-App
28 Payment Solution to service such sales.

Nothing in this Part III shall prohibit Google from competing on the merits, such as by
making quality improvements to its Google Play and GPB services.