

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT

EXHIBIT 4

FOR THE DISTRICT OF COLUMBIA

VOIP-PAL.COM INC.
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Suite 102
Waco, TX 76710;

RAY LEON
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RICHARD INZA
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MICHAEL INZA;
14826 SW 45 Lane
Miami, FL 33185;

individually and on behalf of themselves and
all others similarly situated including 373
million mobile voice services subscribers;

Plaintiffs,

v.

AT&T, INC.
175 E Houston Street
San Antonio TX 78205

AT&T CORPORATION
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Bedminster NJ 07921

AT&T SERVICES, INC.

CIVIL ACTION NO. 1:24-CV-03054 RDM

JURY TRIAL DEMANDED

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Defendants.

SECOND AMENDED COMPLAINT

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INTRODUCTION

A. Federal Violations Arising from a Unified Scheme Affecting 373 Million Subscribers

1. This action is brought as a class action under Federal Rule of Civil Procedure 23, with VoIP-Pal.com, Inc. serving as Lead Plaintiff and representative of the structural market exclusion and systemic fraud claims, and with individual Plaintiffs Ray Leon, Richard Inza, Michael Inza, and others representing the consumer class of approximately 373 million U.S. mobile subscribers who were overbilled and misled by Defendants’ coordinated enterprise.

2. Plaintiffs in this lawsuit allege that the Defendants and their named executives and directors are liable for violating the Racketeer Influenced and Corrupt Organizations (RICO) Act (18 U.S.C. §§ 1961-1968), the Sherman Antitrust Act and the Clayton Antitrust Act (15 U.S.C. §§ 1-38), and finally the Telecommunications Act of 1996 (47 U.S.C. §§ 151 et seq). Plaintiffs allege that the Defendants’ antitrust violations are grounded in fraudulent activities and misleading business practices that form a pattern of racketeering activity that spans the last decade. At the center of this pattern of racketeering activity are clearly defined acts of the forced tying of paid cellular calling and texting services and Voice over Wi-Fi (VoWi-Fi) Calling (or more simply Wi-Fi Calling) access and the false and misleading marketing of VoWi-Fi calling as “no charge” due to this tying—all the while using a DID-based call routing and classification system created by the Lead Plaintiff VoIP-Pal.
3. This Class Action does more than assert statutory violations. It also invokes a separate and independent doctrine of equity—a doctrine that recognizes when companies wrongfully retain money that should be returned. Under **Restatement (Third) of Restitution and Unjust Enrichment §§ 48 and 58**, when a defendant obtains money through coercive, deceptive, or exclusionary means, and when those payments are funneled into a system built on unauthorized infrastructure, the court has the power to impose an equitable lien or constructive trust over those proceeds. This principle applies squarely here: the Class may not own the infrastructure, but it paid for its operation and expansion under false pretenses—and § 58 further supports equitable relief where a large group of individuals has suffered a common financial injury arising from the same wrongful conduct.
4. This Complaint brings to the forefront the Defendants’ common purpose as one act—the “Access Lock” (i.e., the coordinated illegal bundling of paid cellular calling and texting with fraudulently

marketed “no charge” Wi-Fi Calling) powered by the “Routing Brain” (i.e., the Lead Plaintiff VoIP-Pal’s DID-based call routing and classification system)—that lays the legal and factual spine that supports and binds all of Plaintiffs’ statutory and equitable claims. This Complaint brings to the forefront all Defendants as one unified enterprise engaged in a common coordinated scheme that simultaneously breaches the RICO Act and lays the foundations for the Plaintiffs’ additional allegations of violations of the Sherman Act, the Clayton Act, and the 1996 Telecommunications Act.

5. Upon reviewing major U.S. antitrust cases, including those against Google, Plaintiffs find that while multi-count complaints are not unprecedented, Plaintiffs’ alleged distinct legal violations against the Defendants and their named executives and directors across multiple legal regimes in the present class action are notable. Even the two most significant federal antitrust cases of the decade—both brought against Google—did not reach this breadth of legal exposure.
6. In *United States v. Google LLC*, Case No. 1:20-cv-03010 (D.D.C.), Judge Amit P. Mehta ruled on August 5, 2024, that Google violated Section 2 of the Sherman Act by maintaining monopoly power in the markets for general search and search advertising through exclusive distribution contracts and structural exclusion of rivals. The Department of Justice alleged three distinct counts under Sherman Act § 2:
 - Monopolization: Google preserved its dominance by preventing rival search engines from securing distribution deals across browsers, carriers, and device makers.
 - Attempted Monopolization: Google executed exclusionary contracts with the intent to suppress emerging competitors.
 - Conspiracy to Monopolize: The DOJ established that Google orchestrated a systemic approach across partners and platforms to maintain control over search distribution and

eliminate competition.

7. Judge Mehta ruled that a dominant firm’s strategic suppression of alternative distribution paths—even in the absence of direct pricing manipulation—violates Section 2 of the Sherman Act, particularly when done to maintain market power rather than improve consumer outcomes.
8. **Application to the Class Action:** The Plaintiff Class of 373 million U.S. mobile subscribers alleges identical structural exclusion and market suppression, based on the Defendants’ coordinated misuse of Wi-Fi Calling access:
 - **Monopolization (Sherman Act § 2):** AT&T, Verizon, and T-Mobile jointly monopolized the Wi-Fi Calling market by embedding a shared DID-based routing system into their networks and offering Wi-Fi Calling only through bundled cellular plans. This strategy prevented the creation of a competitive standalone Wi-Fi Calling market, suppressing all alternative delivery paths available to consumers—just as Google suppressed browser distribution for rival search engines.
 - **Attempted Monopolization (Sherman Act § 2):** The Defendants eliminated all consumer awareness and demand for standalone Wi-Fi Calling by falsely advertising it as “included” or “no charge,” while requiring paid cellular subscriptions. Like Google’s exclusionary defaults, this conduct destroyed competitive visibility before it could reach the market.
 - **Conspiracy to Monopolize (Sherman Act § 2):** All three Defendants deployed the same technology, enforced the same bundling structure, used the same messaging, and refused to offer unbundled access. This reflects a coordinated enterprise strategy to control access to Wi-Fi Calling and block outside service providers, consistent with the systemic approach condemned by Judge Mehta.

9. This precedent confirms that under Sherman Act § 2, dominant companies cannot use distribution control or product integration to suppress competitive alternatives, especially when consumers are denied meaningful choice. The Class’s claims follow the exact legal model accepted by the Court in *United States v. Google*, confirming that the Defendants’ conduct constitutes monopolization, attempted monopolization, and conspiracy to monopolize—all actionable under federal antitrust law.
10. In *United States v. Google LLC*, Case No. 1:23-cv-00108 (E.D. Va.), Judge Leonie M. Brinkema ruled on April 17, 2025, that Google violated the Sherman Act by illegally tying two distinct ad-tech products—its ad server (DFP) and its ad exchange (AdX)—in a manner that harmed competition and entrenched monopoly power. The Department of Justice alleged three counts under Sections 1 and 2 of the Sherman Act:
 - **Unlawful Tying (Sherman Act § 1):** This occurs when a dominant firm forces customers to buy one product (the “tied” product) as a condition for purchasing another. The DOJ argued that Google used its dominance in ad serving to compel the use of its own ad exchange, thereby foreclosing rival platforms.
 - **Monopolization (Sherman Act § 2):** Maintaining monopoly power through exclusionary practices that prevent consumer choice and suppress market entry.
 - **Attempted Monopolization (Sherman Act § 2):** Engaging in conduct with the specific intent to dominate a market, even if full monopoly power is not yet realized.
11. Judge Brinkema upheld all three counts, confirming that forced bundling, market deception, and exclusionary system design—absent procompetitive justification—constitute violations of federal antitrust law. **Application to the Class Action:** The conduct alleged by the Plaintiff Class of 373 million U.S. mobile subscribers directly mirrors the DOJ’s successful case:

- **Unlawful Tying (Sherman Act § 1):** The Defendants tied Wi-Fi Calling to paid cellular voice and texting plans, refusing to offer it as a standalone service. Although Wi-Fi Calling could have been delivered independently over public or home Wi-Fi networks, the Defendants embedded it into bundled offerings, foreclosing all competitive or lower-cost options. This forced purchase structure restrained trade and eliminated the possibility of standalone access for consumers.
- **Monopolization (Sherman Act § 2):** By deploying a unified DID-based routing system across all three carrier networks—and by refusing to offer Wi-Fi Calling outside their own bundled ecosystems—The Defendants monopolized the delivery of Wi-Fi Calling services, denying consumers the right to choose between carrier or independent alternatives.
- **Attempted Monopolization (Sherman Act § 2):** Through coordinated messaging that branded Wi-Fi Calling as “included” or “no charge,” the Defendants eliminated consumer awareness of alternative services, suppressed competitive demand, and ensured exclusive control over the market for Wi-Fi-based voice services. Even if full monopoly dominance was not yet achieved, the coordinated strategy intentionally destroyed the viability of standalone market entrants.

12. This ruling confirms that the conduct alleged by the Class satisfies the Sherman Act’s critical legal thresholds:

- Technical separability (Wi-Fi Calling can be offered independently),
- Forced bundling and coercive sales tactics,
- Deceptive advertising that masks tied pricing, and
- Enterprise-wide coordination to suppress consumer choice.

13. The legal framework affirmed by Judge Brinkema in the DOJ’s case against Google reinforces the Class’s right to treble damages, equitable relief, and restitution under Sherman Act §§ 1 and 2—and establishes that enterprise-level tying schemes that suppress standalone services are per se unlawful, even in highly integrated service markets like telecommunications.

1. 14 Counts Across Five Legal Frameworks

14. Therefore, the present case’s scope—encompassing approximately 14 counts across five legal frameworks—is among the most comprehensive in U.S. antitrust litigation history. The Plaintiffs, representing all 373 million mobile subscribers, assert fourteen counts of federal violations, arising from eleven distinct statutory provisions and federal common law:

1. **Monopolization and Attempted Monopolization** [Violation of Section 2 of the Sherman Act (15 U.S.C. § 2)]
2. **Tying** [Violation of Section 1 of the Sherman Act (15 U.S.C. § 1)]
3. **Tying** [Violation of Section 3 of the Clayton Act (15 U.S.C. § 14)]
4. **Price Fixing** [Violation of Section 2 of the Clayton Act (15 U.S.C. § 13)]
5. **Enterprise-Level Tacit Collusion** [Violation of Section 7 of the Clayton Act (15 U.S.C. § 18)]
6. **Mail and Wire Fraud** Based on Forced Tying and False Advertising of Wi-Fi Calling [Violation of 18 U.S.C. § 1962(c) of the RICO Act]
7. **Conspiracy** to Commit Mail and Wire Fraud Based on Forced Tying and False Advertising of Wi-Fi Calling [Violation of 18 U.S.C. § 1962(d) of the RICO Act]
8. **Reinvestment of Racketeering Proceeds** to Sustain Market Exclusion [Violation of 18 U.S.C. § 1962(a) of the RICO Act]

9. **Maintenance of Market Control** Through Racketeering Conduct [Violation of 18 U.S.C. § 1962(b) of the RICO Act]

10. **Refusal to Provide Unbundled Access** to Wi-Fi Calling Infrastructure [Violation of Section 251(c)(3) of the Telecommunications Act of 1996]

11. **Unjust Enrichment and Equitable Lien** [Restatement (Third) of Restitution and Unjust Enrichment §§ 48 and 58]

15. The claim for unjust enrichment and equitable lien relief asserted in Count XIV is statutory in nature because the enrichment itself arises directly from the Defendants’ violations of multiple federal statutes—including the Sherman Act, the Clayton Act, RICO, and the Telecommunications Act. The \$146.63 billion in subscriber overcharges and bundled pricing inflation was not passively obtained; it was the direct result of the Defendants’ unlawful tying of Wi-Fi Calling to full-price cellular services, their refusal to offer unbundled access, their false advertising of Wi-Fi Calling as “no charge,” and their systemic concealment of pricing. These coordinated statutory breaches enabled the enrichment, making the resulting lien not merely an equitable remedy—but a financial enforcement mechanism for the ongoing and deliberate violation of federal law that harmed 373 million consumers across the United States.

16. The Defendants’ deceptive bundling and billing practices—falsely marketing Wi-Fi Calling as “no charge” while utilizing and monetizing VoIP-Pal’s DID-based call classification and routing system—constitute not merely an equitable wrong, but a statutory violation under multiple federal laws. These violations result in systemic unjust enrichment traceable to unlawful conduct under the following statutes:

1. **Section 1 of the Sherman Act (15 U.S.C. § 1):** Prohibits contracts, combinations, or conspiracies in restraint of trade. The forced tying of Wi-Fi Calling to paid cellular

services as well as the false marketing of Wi-Fi Calling as “no charge” restrains competition in the standalone VoWi-Fi market.

2. **Section 2 of the Sherman Act (15 U.S.C. § 2):** Prohibits monopolization, attempted monopolization, and conspiracies to monopolize. The forced sale of cellular calling in order to access Wi-Fi Calling, which as discussed utilized DID-based routing systems without authorization and is misrepresented as “free”, dominates the Wi-Fi Calling segment and excludes competition.
3. **Section 3 of the Clayton Act (15 U.S.C. § 14):** Prohibits exclusive dealing and tying arrangements that may substantially lessen competition. The Defendants tied cellular services to Wi-Fi Calling in bundled offerings, while making the service unavailable to the public as a standalone product.
4. **Section 2 of the Clayton Act (15 U.S.C. § 13):** Bars discriminatory pricing and service terms. By embedding Wi-Fi Calling as “free” only within bundled plans, the Defendants eliminated transparent pricing and discriminated against those seeking unbundled communications services.
5. **Section 1962(c) of the RICO Act (18 U.S.C. § 1962(c)):** Prohibits operation of an enterprise through a pattern of racketeering activity, including wire fraud and mail fraud under 18 U.S.C. §§ 1341 and 1343. The Defendants marketed Wi-Fi Calling as “no charge” while charging subscribers for bundled access and transmitting fraudulent billing representations across digital and print channels.

17. Because the Defendants’ statutory violations outlined above resulted in the accumulation of traceable revenue and infrastructure savings, the Class seeks equitable relief under

Restatement (Third) of Restitution and Unjust Enrichment §§ 48 and 58.

- **Section 48** authorizes the imposition of a constructive trust or equitable lien when a party obtains property through fraud, coercion, or other misconduct. This applies to the Defendants’ false marketing of Wi-Fi Calling as “free” while requiring bundled purchases of paid cellular plans and concealing the actual cost structure.
- **Section 58** further supports restitution on a class-wide basis where multiple parties—such as the 373 million affected mobile subscribers—suffered the same wrongful deprivation and were collectively overcharged through a coordinated scheme. It enables equitable relief where restitution is owed to a group whose claims stem from a common pattern of unjust enrichment.

In this case:

- The **fraud** consists of marketing Wi-Fi Calling as “free” or “included” while embedding it within paid cellular plans and blocking all standalone access;
- The **breach of duty** lies in depriving consumers of unbundled service options and misrepresenting pricing through deceptive billing and advertising;
- The **property is traceable**—over **\$209.47 billion** in unjust infrastructure savings and subscriber revenue extracted through coordinated, enterprise-level misconduct between 2018 and 2024.

18. The Statutory breaches (under Sherman, Clayton, and RICO statutes) entitle the Class to damages, injunctive relief, and civil penalties. The Equitable lien under § 48 ensures that the proceeds of unlawful tying and deceptive billing—including subscriber overpayments and cost-shifting benefits—are secured and returned to those wrongfully charged. In sum, the Plaintiffs seeks the imposition of a constructive trust or equitable lien under § 48 to prevent the

Defendants from retaining the gains of their fraudulent conduct.

B. A Coordinated Scheme By A Single Enterprise to Defraud Consumers

19. Between 2018 and 2024, AT&T, Verizon, and T-Mobile acted not as rivals, but as a single enterprise, even an association-in-fact engaging in coordinated conduct forming a pattern of racketeering activity that required every U.S. mobile subscriber to purchase bundled cellular voice/text just to access Wi-Fi Calling. The Defendants, as a single enterprise, controlled the marketing of Wi-Fi Calling as “included” or “no charge,” when in fact the requirement for these calls to be bundled together in paid plans with the purchase of cellular calling and texting was artificial and mislead consumers. The Defendants, as a single enterprise, reaped massive profits by misleading consumers using this pattern of racketeering activity. Moreover, the Defendants utilized VoIP-Pal’s DID-based routing system in their IMS cores—without licensing.

20. The Defendants enforced this artificial bundling requirement in order to extract additional profits by offloading Wi-Fi calls from the Defendants’ expensive cellular network towers onto the Internet at a substantial cost savings. Because consumers were required to purchase bundled cellular calling and texting, every Wi-Fi call was not in fact “free” or “no charge” but was included in the Defendants’ plans at the same rates as cellular calls. The Defendants never returned to consumers any of this cost savings they received from offloading.

21. This Has Resulted in:

- \$209.47 billion in fraud-enabled cost savings through infrastructure offloading over the past six years, that has contributed to

- \$200 billion per year in unjust gross profit.

22. And the harm was systemic:

- 373 million mobile subscribers were misled, overbilled, and denied access to competitive VoWi-Fi options.
- VoIP-Pal, who built a technology that is utilized, was structurally excluded from the VoWi-Fi market.

C. Plaintiffs' RICO Framework is Central to Rectifying this Pattern of Racketeering

23. The Defendants entire scheme is a pattern of racketeering activity under RICO that lays the foundational legal driver of this complaint. The Defendants should be collectively recognized under RICO § 1961(4) as a coordinated single enterprise acting with a common purpose. The Defendants' pattern of bundling cellular calling and texting with Wi-Fi Calling (and the fraudulent marketing as "no charge") form acts of wire fraud, mail fraud, concealment, and exclusion as defined by § 1961(1). The Defendants' behavior is so egregious as to firmly establish under RICO both executive-level and corporate liability under § 1964(c), providing for treble damages and injunctive relief. Thus, where the Sherman Act identifies market foreclosure, the Clayton Act identifies forced tying and bundling, and § 251 of the Telecom Act mandates open access to infrastructure, a single enforceable enterprise fraud claim under RICO lays the foundation for these additional antitrust claims—all grounded in systemic concealment, profit-driven deception, and coordinated wrongdoing.

24. This Complaint narrows its focus from its prior complaints to a clearly defined enterprise violation—one coordinated act that simultaneously breached four foundational statutes: the

RICO statute (18 U.S.C. § 1962(c)), the Sherman Act (15 U.S.C. §§ 1–2), the Clayton Act (15 U.S.C. §§ 14, 16), and the Telecommunications Act (47 U.S.C. § 251(c)(3)). At the factual core of this Complaint is a nationwide tying scheme, executed under one unified enterprise across three brands, which deceptively billed consumers as though cellular towers had been utilized, systematically blocked competitors from market entry, and unlawfully utilized VoIP-Pal’s DID-based technology without permission.

PRELIMINARY STATEMENT

A. How Defendants Monopolized Wi-Fi Calling

1. Core Facts Supporting the Antitrust and Class Action Complaints

25. The two complaints—this Class Action and the VoIP-Pal’s parallel standalone antitrust action—are centered on two coordinated and unlawful breaches by the Defendants:

- The forced tying of cellular calling and texting to Wi-Fi Calling, making it impossible to access Wi-Fi Calling as a standalone service; and
- The deceptive marketing and delivery of Wi-Fi Calling at “no charge,” despite its reliance on private, subscriber-funded infrastructure and unlicensed use of unauthorized.

26. The two complaints simultaneously allege that these practices have effectively monopolized the Wi-Fi Calling market, with AT&T, Verizon, and T-Mobile now controlling over 97% of the U.S. smartphone subscriber base.

2. Lead Plaintiff’s Preferred Path Was Monetization, Not Market Launch

27. As a result of these the coordinated and unlawful breaches by the Defendants, Lead Plaintiff VoIP-Pal has been systematically excluded from licensing its DID-based claims—

central to cellular infrastructure offloading—which have been devalued to zero through this “zero charge” scheme. VoIP-Pal had always envisioned licensing its DID-based routing claims as its first and independent monetization strategy, even before launching a full commercial Wi-Fi Calling service that would have required a very large capital investment. This strategy would have allowed VoIP-Pal to license its claims to the Defendants and other operators, generating revenue based on usage volume followed by the future option to enter the consumer market if appropriate.

28. However, rather than pursue a lawful licensing arrangement, the Defendants instead monopolized the entire Wi-Fi Calling market, capturing over 97% of the U.S. smartphone subscriber base, and collectively decided to offer Wi-Fi Calling at “no charge.” This pricing decision was not the product of market forces—but a deliberate strategy to lock out competitors like VoIP-Pal by eliminating any path to sustainable monetization.
29. Crucially, the class’s claims of harm for the coordinated and unlawful breaches by the Defendants, including the unauthorized use of the DID technology are quantifiable—each use of Wi-Fi Calling generates measurable routing events (which can also be directly tied to VoIP-Pal’s contributions).

3. Why This Case Transcends Patent Law Jurisdiction

30. The inventions of Lead Plaintiff VoIP-Pal’s ‘815 and ‘005 Patents originated from breakthrough work and development in the field of internet protocol communications. VoIP-Pal has provided significant improvements to communications technology by the invention of novel methods, processes and apparatuses that facilitate communications across and between internet protocol-based communication systems and networks, such as internally controlled systems and external networks (e.g., across private networks and

between private networks and public networks), including the classification and routing of such communications. Claims of the ‘815 and ‘005 Patents, cover communications that originate from a private network that are destined for the same private network (private-to-private communications) as well as destined for an external network (private-to-public communications).

31. Although VoIP-Pal’s DID-based routing technology is described in part in U.S. Patent Nos. 8,542,815 and 9,179,005, the conduct alleged in this case does not fall within the traditional boundaries of patent litigation. This is not a technical dispute over claim construction or limited infringement damages. Instead, this is a sweeping and systemic breach of four distinct federal statutes, each carrying its own jurisdictional and public interest implications, in which VoIP-Pal’s DID technology was used anticompetitively in the market. What brings this case squarely before the Court—and beyond the confines of the patent docket—is the enterprise-wide deployment of VoIP-Pal’s DID-based routing technology without license or payment, accompanied by the deceptive marketing of Wi-Fi Calling as a “no charge” service, and the forced tying of Wi-Fi Calling to paid cellular voice and texting plans.

32. This conduct has harmed not just a single innovator, but the public at large:

- 373 million U.S. mobile subscribers, who have been misled and overcharged through tied service bundles and false “no charge” representations;
- Over 5,000 VoIP-Pal shareholders, most of whom are customers of the Defendants, and who have suffered financial losses from VoIP-Pal’s systemic market exclusion;
- And the broader competitive marketplace, which has been deprived of choice, innovation, and fair access due to the Defendants’ anticompetitive consolidation of 97% of the U.S.

mobile voice market.

4. Historical First in Federal Case Law

33. After reviewing extensive federal case law and conducting an in-depth docket analysis, Plaintiffs assert that this is the first known case in U.S. legal history in which a single, unified course of conduct by the Defendants has simultaneously violated five distinct federal legal regimes—four statutory and one equitable. The conduct is not incidental; it is systemic and coordinated, and it has unlawfully defrauded, overbilled, and excluded 373 million U.S. mobile subscribers while unjustly enriching the Defendants. The five breached frameworks are:

- The RICO Statute (18 U.S.C. § 1962) – for establishing an ongoing enterprise engaged in wire fraud, mail fraud, and exclusionary practices to suppress competition and misrepresent service pricing;
- The Telecommunications Act of 1996, § 251 – for refusing to provide unbundled access to essential routing infrastructure needed to offer lawful, standalone Wi-Fi Calling;
- The Clayton Act (15 U.S.C. § 14) – for engaging in illegal tying arrangements that forced consumers to purchase bundled cellular services to access Wi-Fi Calling;
- The Sherman Act (15 U.S.C. §§ 1–2) – for conspiring to monopolize and restrain trade in the mobile voice market through exclusionary and deceptive conduct; and
- The Equitable Lien Doctrine (Restatement (Third) of Restitution § 48) – by unjustly enriching themselves through the coercive extraction of subscriber payments and infrastructure savings tied to a system built on unlicensed, unauthorized routing infrastructure.

34. This case is historic in scope and substance—not only because of the number of legal

frameworks implicated—but because of the consumer-facing fraud that underpins each violation. The fifth claim, grounded in equity, is not speculative. It is supported by U.S. Supreme Court precedent in *Sereboff v. Mid Atlantic Medical Services, Inc.*, 547 U.S. 356 (2006), which confirms that an equitable lien may be imposed when the proceeds of unjust enrichment are traceable to wrongful conduct.

35. Here, the Defendants marketed Wi-Fi Calling as “free” or “included,” while making it available only through paid cellular bundles. The Class was forced to pay into a system that secretly depended on unlicensed routing infrastructure. Between 2018 and 2024, the Defendants captured at least \$209.47 billion in subscriber revenue and infrastructure offloading savings through this tied, deceptive arrangement. These proceeds are traceable to the Class’s coerced payments and the Defendants’ use of concealed infrastructure, triggering the Court’s power to impose an equitable lien or constructive trust under federal restitution law.

36. On April 17, 2025, in *United States v. Google LLC*, the U.S. District Court for the Eastern District of Virginia ruled that Google violated Sections 1 and 2 of the Sherman Act by unlawfully monopolizing key segments of the digital advertising market—specifically, publisher ad servers and ad exchanges. The court found that Google willfully acquired and maintained monopoly power through exclusionary conduct, including technological integration and contractual tying, that foreclosed competition and harmed publishers, consumers, and the competitive process. This decision underscores the judiciary’s growing willingness to dismantle entrenched digital monopolies that leverage control over critical infrastructure to suppress rivals. The conduct at issue in this case mirrors Google’s in both structure and effect: Defendants AT&T, Verizon, and T-Mobile similarly used

technological integration—via their unauthorized deployment of VoIP-Pal’s DID-based routing system—and contractual bundling of Wi-Fi Calling with paid cellular services to eliminate standalone VoWi-Fi alternatives, block market entry, and mislead consumers. While the Google ruling was confined to the Sherman Act, the same exclusionary logic supports VoIP-Pal’s broader claims under the Sherman Act, the Clayton Act, the Telecommunications Act, and the RICO statute, which together capture the enterprise-wide fraud and structural market foreclosure perpetrated by Defendants.

37. To underscore why this case sits outside the patent courts and within the jurisdiction of the federal district court, consider the following high-profile antitrust cases:

a. U.S. v. Microsoft Corp. (2001)

38. Defendants’ conduct mirrors and surpasses prior monopolistic practices such as those condemned in *United States v. Microsoft Corp.*, where Microsoft unlawfully tied its dominant Windows operating system to its Internet Explorer browser, suppressing competition in the browser market and excluding rival technologies. Microsoft’s conduct violated Section 2 of the Sherman Act, prohibiting monopolization and unlawful restraints of trade.

39. The misconduct alleged by the Plaintiffs goes even further in scope and statutory breadth. Unlike the Microsoft case, which involved a single antitrust statute, Plaintiffs’ claims encompass violations of four federal statutes: monopolization and restraint of trade under the Sherman Act; unlawful tying and foreclosure under the Clayton Act; systemic enterprise-level fraud under RICO; and denial of unbundled access to essential telecommunications infrastructure under Section 251(c)(3) of the Telecommunications Act.

40. The market impact alleged by Lead VoIP-Pal also exceeds the scope of Microsoft's misconduct. Defendants' illegal tying of Wi-Fi Calling to mandatory paid cellular plans affected approximately 373 million subscribers across the United States. Additionally, Defendants unlawfully utilized VoIP-Pal's DID-based call routing technology without license, further suppressing competition and innovation in the voice communications market.

41. The comparative acts highlight the severity of Defendants' conduct. Microsoft unlawfully bundled Internet Explorer with the Windows operating system to suppress emerging browser competitors. Here, Defendants forced the tying of Wi-Fi Calling to bundled cellular services while simultaneously leveraging unlicensed proprietary technology—VoIP-Pal's DID-based routing system—to exclude competitors, deceive consumers, and entrench their market dominance.

b. United States v. AT&T (1982)

42. Defendants' misconduct parallels and expands upon the monopolistic practices previously addressed in the breakup of AT&T, where AT&T was found to have unlawfully monopolized the telecommunications market by exercising control over both local and long-distance infrastructure, leading to its court-ordered divestiture. AT&T's monopolization constituted a violation of Section 2 of the Sherman Act, as well as multiple telecommunications regulatory violations under the pre-1996 statutory framework governing the telecommunications industry.

43. The violations alleged by Plaintiffs extend even further in both complexity and severity. While the AT&T case focused on structural monopolization through infrastructure ownership, Plaintiffs' claims involve the fraudulent suppression and misappropriation of

third-party technology, direct violations of Section 251 of the Telecommunications Act of 1996, and intentional market foreclosure through the unlicensed deployment of VoIP-Pal's DID-based routing technology.

44. The comparative acts demonstrate the distinct and more targeted nature of Defendants' conduct. AT&T monopolized communications services by controlling infrastructure and equipment manufacturing. By contrast, Defendants not only excluded VoIP-Pal from the market but also utilized VoIP-Pal's own proprietary technology—making use of essential routing innovations while simultaneously locking consumers into bundled services and blocking independent competition.

c. FTC v. Qualcomm Inc. (2019)

45. Defendants' conduct also mirrors and, in critical respects, exceeds the practices challenged in *FTC v. Qualcomm Inc.*, where the Federal Trade Commission alleged that Qualcomm had leveraged its dominant patent portfolio to impose exclusive licensing terms that hindered fair competition in the mobile chipset market. Although the district court initially found that Qualcomm's conduct violated the Sherman and Clayton Acts, the Ninth Circuit reversed, holding that Qualcomm's licensing practices—while aggressive—did not rise to the level of antitrust violations under prevailing legal standards.
46. The misconduct alleged by Plaintiffs surpass Qualcomm's challenged practices in both scale and severity. Whereas Qualcomm's conduct centered on the formal imposition of licensing terms, the Defendants in this action are alleged to have deployed VoIP-Pal's DID-based routing technology without any form of license or compensation. This covert appropriation deprived VoIP-Pal not only of licensing revenue but also of any opportunity to enter, participate in, or compete within the market that the Defendants dominated.

47. In addition, Plaintiffs’ allegations extend beyond licensing abuses and implicate violations of the Racketeer Influenced and Corrupt Organizations Act (RICO). The Complaint alleges that Defendants jointly executed a pattern of fraud, systemic misrepresentation to subscribers, and enterprise-level misuse of VoIP-Pal’s routing technologies across at least three nationwide wireless carriers. This conduct reflects more than isolated contract breaches; it constitutes a coordinated scheme designed to entrench market dominance through deception and exclusion.

48. The comparison underscores the greater gravity of the Defendants’ alleged misconduct. Qualcomm was accused of restrictive licensing and selective refusal to license its patented technologies. By contrast, the Defendants are alleged to have utilized VoIP-Pal’s proprietary infrastructure entirely without authorization, while executing a concerted plan to suppress competition and mislead consumers. The scale and coordination at issue here render the Defendants’ conduct more egregious and more damaging to market fairness than that alleged in Qualcomm.

49. Based on this Court’s docket and Plaintiffs’ internal legal research, no other federal case has alleged and supported five concurrent federal violations of this nature. The following cases offer the closest analogs in scope, yet fall short of matching the statutory and equitable complexity now before this Court:

d. MCI Communications Corp. v. AT&T Co., 708 F.2d 1081 (7th Cir. 1983)

50. Statutes Involved: Sherman Act §§ 1 and 2, Clayton Act § 4

51. Summary: MCI alleged that AT&T engaged in monopolistic practices, including denial of interconnection, predatory pricing, and unlawful tying, to suppress competition in the long-distance telecommunications market. The court upheld significant damages,

recognizing the multifaceted antitrust violations.

52. Relevance to the Class: The Class alleges similarly that AT&T, Verizon, and T-Mobile monopolized access to Wi-Fi Calling and forced subscribers to purchase tied cellular services to access Wi-Fi Calling routing infrastructure. The logic behind MCI's exclusion claim parallels the denial of unbundled access to routing technologies asserted here.

e. Verizon Communications Inc. v. Law Offices of Curtis V. Trinko, LLP, 540 U.S. 398 (2004)

53. Statutes Involved: Telecommunications Act § 251, Sherman Act § 2

54. Summary: The plaintiff alleged that Verizon failed to share its network with competitors as mandated by the Telecommunications Act, constituting an antitrust violation. The Supreme Court held that while the Telecommunications Act imposed certain duties, it did not create new antitrust obligations beyond existing standards.

55. Relevance to the Class: The Class alleges a similar refusal to unbundle: Wi-Fi Calling is not offered as a standalone service, and access to Wi-Fi Calling routing is denied to any entity outside of the tied cellular ecosystem. The Class also asserts that Defendants' conduct foreclosed competition and misled consumers, matching the structural allegations raised in Trinko.

f. In re Revlimid & Thalomid Purchaser Antitrust Litigation, Civil Action No. 19-7532 (D.N.J.)

56. Statutes Involved: Sherman Act §§ 1 and 2, RICO, Unjust Enrichment

57. Summary: Plaintiffs accused Celgene of engaging in anticompetitive practices to delay generic competition for its drugs, involving sham litigation and fraudulent schemes. The

litigation encompassed antitrust violations, RICO claims, and equitable remedies.

58. Relevance to the Class: This case closely parallels the Class’s legal posture. The Defendants here are alleged to have engaged in a fraud-driven enterprise to control market access, mislead subscribers, and retain hundreds of billions in unjust profits. The Class likewise asserts concurrent claims under antitrust, RICO, and equitable lien theory, matching the complexity of Revlimid.

59. These cases collectively demonstrate the federal judiciary’s engagement with complex, multi-statute litigation involving antitrust, telecommunications, RICO, and equitable claims. They provide a robust legal framework that supports the multifaceted approach the Plaintiffs are undertaking. Moreover, these comparisons illustrate that this case not only aligns with precedent-setting antitrust cases but also presents a multifaceted legal challenge involving broader statutory violations and more extensive market implications.

B. RICO Lays the Foundation

60. This Complaint invokes four federal statutes—but RICO 18 U.S.C. § 1962(c) is not merely a companion claim—it is the legal driver of this complaint. The statute recognizes the coordinated enterprise between the Defendants under § 1961(4), consolidates acts of wire fraud, mail fraud, concealment, and exclusion into a coherent pattern of racketeering activity as defined by § 1961(1), and firmly establishes both executive-level and corporate liability under § 1964(c), providing for treble damages and injunctive relief. Thus, where the Sherman Act identifies market foreclosure, the Clayton Act identifies forced tying and bundling, and § 251 of the Telecom Act mandates open access to infrastructure, RICO unifies all these violations into a single enforceable enterprise fraud claim—one grounded in systemic concealment, profit-driven deception, and coordinated wrongdoing.

1. The Statutory Core of This Complaint

61. Rather than dilute the record with every possible claim, this Complaint narrows its focus to a clearly defined enterprise violation—one coordinated act that simultaneously breached four foundational statutes: the RICO statute (18 U.S.C. § 1962(c)), the Sherman Act (15 U.S.C. §§ 1–2), the Clayton Act (15 U.S.C. §§ 14, 16), and the Telecommunications Act (47 U.S.C. § 251(c)(3)). At the factual core of this Complaint is a nationwide tying scheme, executed under one unified enterprise across three brands, which deceptively billed consumers as though cellular towers had been utilized, systematically blocked competitors from market entry, and unlawfully utilized VoIP-Pal’s DID-based technology without permission.

2. A Unified Claim for a Unified Enterprise Fraud

62. This Complaint brings forth a single, unified act of enterprise fraud that simultaneously tied Wi-Fi Calling to unnecessary cellular services, offloaded billions of calls onto consumer-funded Wi-Fi networks that avoided carrier-owned spectrum and radio access network (RAN) infrastructure, blocked all competing providers from entering the market, and systematically defrauded the public under the deceptive promise of “no charge.” This is not a case of minor misconduct—it is enterprise-level deception, executed collectively by three Defendants operating as one coordinated enterprise, impacting hundreds of millions of Americans. This Complaint now brings this nationwide fraud to light under RICO, Sherman, Clayton, and the Telecom Acts—anchored by one statute with the power to enforce them all.

3. The Legal Centerpiece of the Complaint

63. At the legal center of this case lies three interdependent violations, each contributing to the same structural fraud. First, the Defendants’ illegal tying of Wi-Fi Calling to bundled cellular calling and texting created a false choice for consumers, eliminating standalone options and maintaining inflated billing under the guise of necessity. Second, the false advertising of Wi-Fi Calling as “no charge” concealed the financial burden imposed through bundled billing structures, distorting consumer expectations and suppressing market transparency. Third, the unauthorized deployment of VoIP-Pal’s DID-based routing system—a technology that is utilized in Wi-Fi Calling which bypasses cellular towers and offloads calls onto subscriber-funded broadband—made the fraud scalable and immensely profitable.

64. These three elements were not disconnected errors—they were orchestrated components of a unified enterprise scheme that defrauded 373 million Americans and excluded all competition from a market built upon misused infrastructure. The enterprise’s conduct violated 18 U.S.C. § 1962(c) by embedding fraud into the operational model. It violated 15 U.S.C. §§ 1–2 by suppressing competition through illegal restraint and monopolization. It violated 15 U.S.C. § 14 by conditioning access to one service on the purchase of another. And it violated 47 U.S.C. § 251(c)(3) by refusing to unbundle and provide access to the very network elements they stole.

C. Industry Background And The Relevant Markets

65. The Defendants—as cellular carriers—implement a differentiated, carrier-grade service known as Voice over Wi-Fi (or VoWi-Fi) to make and receive voice calls and send and

receive text messages using a Wi-Fi network (and the Internet) instead of relying on a cellular voice or data connection. VoWi-Fi is commonly marketed to consumers as an enhanced feature under the name “Wi-Fi Calling.”

1. What Is VoWi-Fi?

66. VoWi-Fi extends the capabilities of prior 3G, 4G, and 5G cellular technologies (such as Voice over Long-Term Evolution or VoLTE) by utilizing Wi-Fi networks for voice calls and text messages while maintaining integration with the carrier’s core network infrastructure. This integration ensures high-quality service, seamless handover, and access to essential features like emergency services. References to Wi-Fi Calling should be understood to refer to VoWi-Fi and should not be confused with traditional Voice over Internet Protocol (VoIP) services that use subscribers’ computers, laptops, tablets, or Polycom/conference room devices or other Internet data-centric calling and messaging services offered by companies that employ over-the-top (OTT) applications like those from WhatsApp, Google, Microsoft installed on computers, laptops, tables, and even smartphones that can communicate Wi-Fi, cellular data networks, or any available wired or wireless connection to the Internet.

67. VoWi-Fi is a technology built directly into a smartphone and integrated into the native phone dialer and messaging apps, offering an integrated experience. With VoWi-Fi, users can seamlessly make calls, send texts, and access their paid communication services even when they are outside of cellular network coverage, provided they have access to a Wi-Fi connection and the Internet. VoWi-Fi calls are routed through the Wi-Fi network (and thus the Internet) to the carrier’s servers, which then connect the call to the recipient, whether the recipient (or callee) is using a cellular network, a landline, or another VoWi-Fi

connection. In general, a phone must be compatible with VoWi-Fi, and the mobile carrier must support it. Almost all smartphones today offered by the Defendants from manufacturers such as Apple and Samsung are VoWi-Fi compatible. See Appendix 1 for an evolution of VoWi-Fi market.

2. VoWi-Fi vs Traditional VoIP

68. VoWi-Fi is often compared to traditional VoIP (Voice over Internet Protocol) calling.

While both technologies use the Internet to transmit voice data, VoWi-Fi is integrated into the mobile network operator's infrastructure, meaning calls and texts made via VoWi-Fi are handled in the same way as traditional mobile voice calls and texts and support incoming calls to the subscriber's public switched telephone network (PSTN) phone number. Traditional VoIP services, like those offered by Google's Voice service, Meta's WhatsApp service, Microsoft's Skype service, or other third-party apps, are separate from the mobile operator and usually require specific apps to handle calls. VoWi-Fi, in contrast, doesn't need a third-party app. Thus, one key difference between VoWi-Fi and VoIP services such as WhatsApp or Skype is that VoWi-Fi uses the phone's native dialer and contact list. This means one can make and receive calls as if they were using the regular cellular network, without needing to open a separate app or remember to check for notifications. When a user dials a number, the phone and/or the network automatically chooses between VoWi-Fi or cellular based on criteria such as availability and signal strength, which makes it seamless for users. To the degree that any competitor would wish to implement a non-carrier-integrated form of Wi-Fi calling on a smartphone, such Wi-Fi calling is typically not natively supported by smartphones, leaving non-carrier-integrated Wi-Fi calling service providers at a disadvantage. The Defendants' ownership and control

of standardized Wi-Fi calling infrastructure that is integrated with their core networks thus gives them a huge advantage over non-carrier competitors because all the leading smartphones have native carrier-integrated Wi-Fi calling. And, of course, the Defendants do not permit competitors to use the Defendants' Wi-Fi related network infrastructure to offer value-priced Wi-Fi calling services that are unbundled from cellular services.

3. VoWi-Fi vs Popular Smartphone Calling Apps

69. App-based calling services like WhatsApp, Skype, or Viber rely on an Internet connection, typically Wi-Fi or mobile data, to make voice or video calls. However, unlike VoWi-Fi, these calling and messaging apps are not integrated into the phone's native calling and messaging functions. One must open the app, find the contact, and initiate a call or message from within the app itself. VoWi-Fi, on the other hand, has become integrated directly into the operating system's dialer and messaging app, the carriers making it as convenient as making traditional cellular calls and texts. This becomes one significant difference between VoWi-Fi and third-party calling apps excluded from the smartphones native dialer and messaging functions.

70. However, this integration is artificially forced upon smartphone users by the Defendants. One weak argument offered by the carriers for this forced integration is that VoWi-Fi calls can appear to seamlessly switch between Wi-Fi and cellular networks, for example when the cellular or Wi-Fi signal gets weak. App-based calls can do the same switching between Wi-Fi and cellular data if the Wi-Fi signal weakens or if data connections fluctuate. Yet, third party apps and those that wish to compete in the VoWi-Fi market are foreclosed from offering standalone VoWi-Fi services that take advantage of the native dialer and messaging functionalities of subscriber's smartphones because of the Defendants'

requirements that access to VoWi-Fi be tied to paid cellular plans. A final aspect of VoWi-Fi is its ability to support emergency services. Because VoWi-Fi is part of the carrier's network infrastructure, emergency calls made over Wi-Fi can be routed to the nearest dispatch center with an accurate location, much like traditional cellular calls. This is a significant difference from app-based calling services like WhatsApp, which typically do not support emergency services and cannot reliably provide location data to emergency responders.

71. VoWi-Fi combines the convenience and reliability of traditional cellular calls with the flexibility of internet-based calling. It offers seamless integration with the phone's native dialer, supports incoming calls to a subscriber's PSTN number, ensures emergency service support, and provides high-quality calls even in areas with poor cellular coverage. While app-based calling services like WhatsApp or Skype appear to offer similar features, they require a separate interface and often do not integrate as smoothly into the phone's core functions.

4. VoWi-Fi and the PSTN

72. The public switched telephone network (PSTN) is the aggregate of the world's telephone networks that are operated by national, regional, or local telephony operators. It provides infrastructure and services for public telephony. The PSTN consists of telephone lines, fiber-optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables interconnected by switching centers, such as central offices, network tandems, and international gateways, which allow telephone users to communicate with each other. Originally a network of fixed-line analog telephone systems, the PSTN is now predominantly digital in its core network and includes terrestrial

cellular, satellite, and landline systems. These interconnected networks enable global communication, allowing calls to be made to and from nearly any telephone worldwide.

73. When a mobile call goes over the cellular towers, it's using your mobile network operator's (MNO) spectrum licenses, wires, and towers—and those things cost money to build and operate. That's why your wireless carrier charges you for cellular calling and texting—you're using their roads and infrastructure. Think of it like using a toll road: every mile you drive, you pay a fee.

5. So, What's the Problem in the VoWi-Fi Market?

74. The problem is this: when you make a call using VoWi-Fi, you are providing part of the road (and a part that you already paid for)—but the phone company still charges you IN FULL like you used their cellular towers. So, in simple terms:

- Calls and text that use the cellular infrastructure are expensive for your wireless carrier, which is why your wireless carrier charges you.
- Calls and texts that use VoWi-Fi are orders of magnitude less expensive for your wireless carrier than those using the cellular infrastructure.
- You are required to have a cellular plan to use the cellular infrastructure in order to also use what your wireless carrier calls “free” or “no charge” VoWi-Fi.
- You are also required to pay separately to the same or alternate internet provider for your Internet access in order to use this “free” or “no charge” VoWi-Fi.

75. When consumers place calls using Voice over Wi-Fi (“VoWi-Fi”), they provide a significant portion of the infrastructure necessary to originate the call, including privately funded Wi-Fi networks and broadband internet service. Nevertheless, wireless carriers

mislead consumers and continue to charge consumers these supposed “no charge” VoWi-Fi calls as if the carriers’ own cellular towers were used for the call. In fact, the cost to carriers of a VoWi-Fi call is substantially lower than the cost of a traditional cellular call, yet consumers are billed under the same rate structures due to this tying without disclosure of or reimbursement for the underlying cost differential.

76. Consumers cannot purchase VoWi-Fi service independently of traditional cellular service.

Instead, wireless carriers condition access to VoWi-Fi on the purchase of a bundled cellular plan. This constitutes an unlawful tying arrangement, whereby carriers leverage their market power in mobile voice services to force consumers to purchase a full-service cellular subscription in order to obtain access to VoWi-Fi. By doing so, carriers restrain trade and foreclose potential competitors who could otherwise offer lower-cost, standalone VoWi-Fi calling services.

77. Further, wireless carriers advertise VoWi-Fi as “free” or “at no additional charge,” despite

the fact that consumers must pay separately for both mobile service and broadband internet access to utilize VoWi-Fi. This marketing is materially misleading and serves to mask the anticompetitive effects of the tying arrangement. As a result, consumers suffer harm through supracompetitive pricing, reduced choice, and suppression of innovation in the market for internet-based telephony services.

D. Systemic Fraud In The Bundling And Billing Of Wi-Fi Calling Services in the VoWi-Fi Market

78. Plaintiffs respectfully urge the Court to examine a typical mobile billing statement from

AT&T, Verizon, or T-Mobile. Such a review will reveal that subscribers are charged for either unlimited or metered cellular voice and texting services. However, a significant

portion of recent calls made by subscribers are commonly placed from personal Wi-Fi networks, business Wi-Fi connections, public hotspots such as coffee shops or airports, or during periods when cellular signals were unavailable and Wi-Fi served as the only means of communication.

79. Although many of these calls appear on billing statements as “no charge,” this label is misleading. Subscribers are required to purchase full cellular voice and texting plans in order to access Wi-Fi Calling—a service that operates independently of the carriers’ cellular networks. These calls do not traverse carrier-owned cellular towers or utilize licensed radio spectrum. Instead, they are transmitted using subscribers’ own Wi-Fi networks, routers, and broadband services, all of which are paid for and maintained separately by the subscribers.

1. The Lock-In: Tying Wi-Fi Calling to Paid Cellular Plans

80. Access to Wi-Fi Calling is contractually tied to the purchase of full cellular voice and text plans. Consumers were never given a choice. If they wanted to use Wi-Fi Calling—placing calls over their home internet or workplace Wi-Fi—they were still forced to pay for legacy cellular services, they did not want or need. There was no standalone offering. No option to unbundle. This lock-in preserved the illusion that all voice calls required the cellular infrastructure, even when that infrastructure was not used. It allowed the carriers to maintain artificially high prices by eliminating competitive pressure. This was not a technical necessity. It was a commercial strategy. And it was unlawful.

2. The Lie: “No Charge” Advertising That Concealed Real Costs

81. Next came the misrepresentation. The carriers advertised Wi-Fi Calling as “no charge”—

a free benefit bundled into their plans. But in reality, this claim was hollow. When users placed calls over Wi-Fi, using their own broadband connections, the carriers still bundled the charges in their service plans as if the call had traveled across cell towers. This was a deception of billing structure, not of technology. The costs didn't go away—they were simply hidden. And competitors were shut out from offering more affordable alternatives, because the market had been conditioned to believe Wi-Fi Calling was already “free” and only available within a cellular calling bundle. This advertising wasn't just misleading—it was foundational to the enterprise fraud.

3. The Engine: Unauthorized Use of VoIP-Pal's Routing System

82. Behind the curtain was a mechanism that made it possible. In a system that supports Wi-Fi Calling, it is essential to determine—before the call begins—whether the callee is reachable on-net (within the carrier's internal network) or must be routed to the PSTN. That determination also decides where to route the call when the callee is on-net since a callee could be reachable on Wi-Fi or over traditional cellular infrastructure. This requires real-time access to database (DID records), and is the routing intelligence that is utilized by all Wi-Fi Calling systems.

83. And that's what VoIP-Pal patented. VoIP-Pal's DID-based routing system provides this function. It is utilized by the carrier's network to classify calls as on-net or off-net and dynamically identify on-net destinations through a private routing message. A system that uses offloading requires such a system; it is a necessary component. The Defendants utilize this system—without license within their IMS cores. It is used to make classification and routing decisions, and is part of a system that enables the carriers to offload call traffic onto Wi-Fi, avoid cellular infrastructure costs, and still bill consumers as if the call had traveled

through cell towers. See Appendix 2 for a full technical submission supporting these claims. See Appendix 3 for a technical audit and verification of deployment and reduction to practice.

- 84.** This ability to offload onto Wi-Fi, which utilizes VoIP-Pal's system—turned a basic call into a billion-dollar profit engine. Rather than offering Wi-Fi Calling as a standalone service, Defendants unlawfully tied Wi-Fi Calling to traditional cellular voice and text plans, locked access behind bundled packages, and continued billing consumers as if calls traversed legacy carrier infrastructure.
- 85.** This action challenges Defendants' deceptive practices. Plaintiffs will demonstrate that Wi-Fi Calling was never offered as a free or independent service, that Defendants unlawfully exploited the private routing technology without authorization, and that consumers paid, month after month, for cellular services they did not actually utilize. This is not a case of isolated billing errors or minor omissions; it is a coordinated, nationwide scheme affecting an estimated 373 million mobile subscribers. Plaintiffs seek to expose and remedy what constitutes one of the largest telecommunications frauds perpetrated against American consumers.
- 86.** Plaintiffs will demonstrate that this Access Lock and Routing Brain two-part mechanism explains how the Lead Plaintiff VoIP-Pal's DID-based routing system and the Defendants' forced tying scheme directly contributed to the Defendants' \$200 billion in annual gross profits. The cost savings due to offloading of Wi-Fi Calling traffic—with the contribution of the unauthorized deployment of VoIP-Pal's DID-based routing system—saved the Defendants approximately \$209.47 billion in avoided infrastructure costs between 2018 and 2024.

E. How Forced Tying, Price Collusion, And “No Charge” Devaluation Created A Triple Monopoly In The VoWi-Fi Market In Violation Of Federal Law

87. Had AT&T, Verizon, and T-Mobile offered standalone Wi-Fi Calling, they would have immediately created a competitive environment. Prices for standalone Wi-Fi Calling would have been subject to market forces. Consumers could have chosen among offerings, and carriers would have been forced to reduce not only their Wi-Fi Calling rates, but also cellular calling and texting rates, in order to stay competitive. But that is not what happened.

88. Instead, these three Defendants—controlling over 97% of the U.S. mobile voice market—chose to operate not as competitors, but as a single unlawful enterprise. They uniformly refused to offer Wi-Fi Calling as a standalone product, instead forcing every consumer to purchase bundled cellular calling and texting plans in order to access Wi-Fi Calling. This strategy was not coincidental. It was a deliberate, sustained suppression of competition—and a calculated move to exclude VoIP-Pal, the rightful innovator and infrastructure provider, from entering the market. In doing so, the Defendants violated multiple federal statutes and legal obligations.

1. Violation of the RICO Statute – 18 U.S.C. § 1962(c)

89. Under 18 U.S.C. § 1962(c), it is unlawful for any person associated with an enterprise: “to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.”

90. Here, the racketeering activity included:

- Wire fraud (18 U.S.C. § 1343): via electronic contracts, digital ads, mobile apps, and customer

portals, misrepresenting Wi-Fi Calling as “no charge” when in reality a paid cellular calling plan was required;

- Mail fraud (18 U.S.C. § 1341): through mailed bills, promotional offers, and printed contracts falsely claiming Wi-Fi Calling as a “no charge” add-on when in reality cellular calling charges were required;
- Enterprise coordination: Three brands operated as one, executing parallel conduct with shared intent, misleading competitive, consumers, and regulators as to the reality of Wi-Fi Calling as well as harming VoIP-Pal through their unauthorized use of VoIP-Pal’s DID-based routing technology.

91. This fraudulent misrepresentation as to the reality of so-called “no charge” Wi-Fi calling, together with the unauthorized use of VoIP-Pal’s DID-based routing technology done to exclude VoIP-Pal, was not merely deceptive—it constituted a pattern of racketeering activity designed to extract monopoly profits from the market and fraudulently sealed off any competition.

2. Violation of the Sherman Antitrust Act – 15 U.S.C. § 1 and § 2

92. Section 1 prohibits “every contract, combination... or conspiracy, in restraint of trade or commerce among the several States.”

93. Section 2 further prohibits “monopolization, attempted monopolization, or conspiracy to monopolize.”

94. The conduct of the Defendants—tying Wi-Fi Calling to cellular plans, collectively refusing to offer unbundled access, and falsely advertising Wi-Fi Calling as “included” or “no charge”—is a textbook restraint of trade and attempted monopolization. It blocked the

development of a competitive VoWi-Fi market and foreclosed market entry by VoIP-Pal, whose patented DID-based routing system, disclosed in U.S. Patents 8,542,815 and 9,179,005, is utilized by Wi-Fi Calling systems.

3. Violation of the Clayton Act – 15 U.S.C. § 14 and § 18

95. Section 3 (15 U.S.C. § 14) prohibits tying and exclusive dealing when “the effect of such... agreement... may be to substantially lessen competition or tend to create a monopoly.”

96. Section 7 (15 U.S.C. § 18) prohibits mergers or conduct that may “substantially lessen competition, or tend to create a monopoly.”

97. Here, the forced bundling of Wi-Fi Calling was a classic illegal tie-in. Wi-Fi Calling was tied to the purchase of cellular voice and text services. Consumers were not offered an alternative. VoIP-Pal was not offered a licensing arrangement. The entire market was locked down to preserve monopoly pricing across all voice services.

4. Violation of the Telecommunications Act – 47 U.S.C. § 251(c)(3)

98. Section 251(c)(3) imposes a non-negotiable duty on dominant carriers to provide: “nondiscriminatory access to network elements on an unbundled basis to any requesting telecommunications carrier.”

99. Despite using VoIP-Pal’s DID-based routing system in their Wi-Fi Calling systems, the Defendants categorically refused to unbundle access to this infrastructure. They utilized VoIP-Pal’s DID-based routing system without license, forced bundling Wi-Fi calling to cellular calling and texting—a direct violation of Section 251 and its intended purpose: to prevent the reformation of monopolies in digital telecommunications.

5. The Direct Injury to the Class: Fraudulent Offloading, Consumer Deception, and Economic Extraction

100. The Class suffered direct economic harm as a result of the Defendants’ collective deployment of Wi-Fi Calling, which was designed to offload subscriber calling and texting from the Defendants more expensive cellular infrastructure onto public or privately funded Wi-Fi networks. The cost savings behind this shift was not disclosed truthfully. Instead of reducing subscriber costs or offering refunds to subscribers for calls routed over Wi-Fi, the Defendants tied Wi-Fi Calling to cellular calling plans and retained full retail pricing while transferring much of the operational cost burden to consumer-funded bandwidth and infrastructure. By utilizing VoIP-Pal’s DID-based routing system, which classifies and routes Wi-Fi calls in Wi-Fi Calling deployments, the Defendants facilitated the routing of billions of Wi-Fi-initiated calls without utilizing corresponding cellular service required to be purchased to access Wi-Fi Calling. The result was a systematic offloading scheme in which the subscriber paid for a service that was never delivered, or overpaid for one service tied to another, and the Defendants retained both the profit and the cost savings.

101. The Class was also harmed by the Defendants’ false advertising and deceptive labeling of Wi-Fi Calling as “no charge” as access was tied to paid cellular calling plans. This misled subscribers into believing they were receiving a bonus feature, when in reality they were unknowingly providing the Defendants with a cost savings because part of the communications pathway was funded by the subscriber and the Defendants were able to avoid the costs of delivering voice and text over licensed spectrum. This deception masked the fact that “no charge” Wi-Fi Calling was directly and indirectly paid for by the subscriber, often over home or enterprise internet networks and through the price of their

cellular calling plan. The major benefit of this offloading by Wi-Fi Calling, which depended on VoIP-Pal's DID-based routing system to determine, for example, whether the callee could be reached via Wi-Fi, accrued solely to the Defendants. Consumers received no pricing benefit and no material disclosure. Instead, their paid cellular plan was used as cover to justify charging full price for Wi-Fi Calling offloaded to Wi-Fi, with the savings and infrastructure bypass pocketed by the Defendants. This constitutes a structural consumer injury: a \$600 billion savings reaped through a fraudulent tying scheme, hidden behind deceptive advertising and unauthorized technological deployment.

THE PARTIES

A. The Plaintiffs

102. VoIP-Pal.com Inc. ("VoIP-Pal" or "Lead Plaintiff VoIP-Pal") is a publicly traded technology company incorporated in Nevada, with its principal place of business in Bellevue, Washington. VoIP-Pal is the inventor and developer of the DID-based private call routing system that forms an essential component of modern Wi-Fi Calling infrastructure. Between 2015 and 2024, this system was unlawfully deployed by the Defendants—AT&T, Verizon, and T-Mobile—across their respective IMS networks to enable offloading of mobile voice traffic, without license or compensation to VoIP-Pal. VoIP-Pal is the Lead Plaintiff and represents the class of approximately 373 million subscribers of mobile calling services offered by the Defendant corporations (herein referred to as general subscribers), include approximately 5000+ excluded infrastructure stakeholders in VoIP-Pal (as the developer of the DID-based private routing system used without license by the Defendants) who are also members of the general subscribers class.

103. Richard Inza and Ray Leon serve as co-lead plaintiffs and are members of the general subscriber class. Richard Inza also engages with VoIP-Pal's U.S.-based shareholder community and thus also helps represent the VoIP-Pal shareholder interests harmed by the exclusion and fraud. Michael Inza, also a co-lead plaintiff, is related to a consulted party and joins independently to represent consumer harm. In addition, four other co-lead plaintiffs, unaffiliated with VoIP-Pal, are planned to serve as direct representatives of the broader general subscriber class.

104. Collectively, the named Plaintiffs represent the full scope of injury—consumer, shareholder, and innovator—resulting from the Defendants' enterprise misconduct.

B. The AT&T Defendants

105. Defendant AT&T, Inc. is a Delaware corporation with its principal place of business at 175 E Houston Street, San Antonio, Texas 78205. AT&T, Inc. may be served with process through its registered agent, the CT Corp System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136. AT&T, Inc. is registered to do business in the District of Columbia.

106. Defendant AT&T Corporation is a New York corporation with a principal place of business at One AT&T Way, Bedminster, New Jersey 07921. AT&T Corporation is a wholly owned subsidiary of AT&T, Inc., registered to do business in the District of Columbia, and may be served with process through its registered agent, the CT Corp System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136.

107. Defendant AT&T Services, Inc. is a Delaware corporation with a principal place of business at 175 E Houston Street, San Antonio, Texas 78205. AT&T Services, Inc. is a wholly owned subsidiary of AT&T, Inc., registered to do business in the District of

Columbia, and may be served with process through its registered agent, the CT Corp System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136.

108. On information and belief, Scott T. Ford, Glenn H. Hutchins, William E. Kennard, Stephen J. Luczo, Marissa A. Mayer, David R. Mcatee II, Michael B. McCallister, Beth E. Mooney, Matthew K. Rose, John Stankey, Cynthia B. Taylor, and Luis A. Ubiñas are each a member of the Board of Directors of AT&T and acting in an individual corporate capacity and as part of a collective with other members of the Board of Directors of AT&T regularly conducts business or is often present at the principal place of business of AT&T at 175 E Houston Street, San Antonio, Texas 78205 and may be served with process at that location or through its registered agent, the CT Corp System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136.

109. On information and belief, members of AT&T's Board of Directors, including Scott T. Ford, Glenn H. Hutchins, William E. Kennard, and John Stankey, regularly conduct business on behalf of AT&T at its principal place of business or through its registered agent.

C. The T-Mobile Defendants

110. Defendant T-Mobile US, Inc. is a Delaware corporation with its principal place of business at 12920 SE 38th Street, Bellevue, Washington 98006. T-Mobile US, Inc. is registered to do business in the District of Columbia and may be served with process through its registered agent, Corporation Service Company, at 251 Little Falls Drive, Wilmington, Delaware 19808.

111. On information and belief, Timotheus Höttges, André Almeida, Marcelo Claure, Srikant M. Datar, Srinivasan Gopalan, Dr. Christian P. Illek, James J. Kavanaugh, Raphael

Kübler, Thorsten Langheim, Dominique Leroy, Letitia A. Long, Mark Nelson, Mike Sievert, Teresa A. Taylor, and Kelvin R. Westbrook are each a member of the Board of Directors of T-Mobile and acting in an individual corporate capacity and as part of a collective with other members of the Board of Directors of T-Mobile regularly conducts business or is often present at the principal place of business of T-Mobile at 12920 Southeast 38th Street, Bellevue, Washington 98006 and may be served with process at that location or through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

- 112.** On information and belief, members of T-Mobile's Board of Directors, including Timotheus Höttges, G. Michael Sievert, Letitia A. Long, and Teresa A. Taylor, regularly conduct business on behalf of T-Mobile US at its principal place of business or through its registered agent.

D. The Verizon Defendants

- 113.** Defendant Verizon Communications, Inc. is a Delaware corporation with its principal place of business at 140 West Street, New York, New York 10013. Verizon Communications, Inc. is registered to do business in the District of Columbia and may be served through its registered agent, the Corporation Trust Company, at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

- 114.** Defendant Cellco Partnership dba Verizon Wireless is a Delaware general partnership with a principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. Cellco Partnership is a wholly owned subsidiary of Verizon Communications, Inc., registered to do business in the District of Columbia, and may be served with process through its registered agent.

115. On information and belief, Verizon Services Corp. is a Delaware corporation with a principal place of business at 1717 Arch Street, 21st Floor Philadelphia, Pennsylvania 19103. Verizon Services, Corp. may be served with process through its registered agent, the CT Corporation System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136. On information and belief, Verizon Services Corp. is a wholly owned subsidiary of Verizon Communications, Inc. On information and belief, Verizon Services Corp. is registered to do business in the District of Columbia.

116. On information and belief, Verizon Business Network Services Inc. is a Delaware corporation with a principal place of business at 22001 Loudin County Parkway Ashburn, Virginia 20147. Verizon Business Network Services, Inc. may be served with process through its registered agent, the CT Corporation System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136. On information and belief, Verizon Business Network Services, Inc. is a wholly owned subsidiary of Verizon Communications, Inc. On information and belief, Verizon Business Network Services, Inc. is registered to do business in the District of Columbia.

117. On information and belief, Vittorio Colao, Shellye L. Archambeau, Mark T. Bertolin, Roxanne S. Austin, Melanie L. Healey, Laxman Narasimhan, Clarence Otis, Jr., Daniel H. Schulman, Rodney E. Slater, Carol B. Tomé, Vandana Venkatesh, Hans Vestberg, and Gregory G. Weaver are each a member of the Board of Directors of Verizon and acting in an individual corporate capacity and as part of a collective with other members of the Board of Directors of Verizon regularly conducts business or is often present at the principal place of business of Verizon at 140 West Street, New York, New York 10013 and at 600 Hidden Ridge, Irving, TX 75038 and may be served with process

at that location or through its registered agent, Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 or the CT Corporation System, at 1999 Bryan St., Ste. 900 Dallas, Texas 75201-3136.

- 118.** Members of Verizon's Board of Directors, including Hans Vestberg, regularly conduct business on behalf of Verizon at its principal place of business.

JURISDICTION AND VENUE

- 119.** This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1337, as this action arises under:

1. Sections 1 and 2 of the Sherman Antitrust Act, 15 U.S.C. §§ 1, 2;
2. Sections 3 and 7 of the Clayton Act, 15 U.S.C. §§ 14, 18;
3. Section 251(c)(3) of the Telecommunications Act of 1996, 47 U.S.C. § 251(c)(3);
- and
4. The Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c).

- 120.** Jurisdiction is also proper under Sections 4 and 6 of the Clayton Act (15 U.S.C. §§ 15 and 26), which provide a private right of action for treble damages, injunctive relief, and the recovery of costs and attorneys' fees by any party injured in its business or property by reason of antitrust violations.

- 121.** This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over any state law claims that arise from the same nucleus of operative fact and form part of the same case or controversy under Article III of the U.S. Constitution.

- 122.** Venue is proper in this District under Section 12 of the Clayton Act, 15 U.S.C. § 22, and 28 U.S.C. § 1391(b) and (c), because one or more Defendants reside in this District,

transact business in this District, and because a substantial portion of the events giving rise to this Complaint occurred here.

123. The Defendants, through their monopolistic conduct, forced bundling, and enterprise-level racketeering, have injured VoIP-Pal in this District and throughout the United States. Their acts have directly and substantially affected interstate commerce and have resulted in measurable economic harm to VoIP-Pal, including lost revenue, competitive foreclosure, and market exclusion from the VoWi-Fi services sector.

FACTS OF THE CASE

A. Why Rico Captures The Full Scope Of Defendants Fraud

124. This case involves far more than isolated instances of consumer deception, unauthorized technology use, or unlawful service bundling. At its heart, this Complaint alleges a deliberate, sustained, six-year campaign of nationwide deception by AT&T, Verizon, and T-Mobile—three of America’s largest telecommunications companies—operating collectively as a unified RICO enterprise.

125. While the Defendants’ conduct independently violates multiple federal laws, including:

- Sherman Act: Prohibiting unlawful tying arrangements;
- Clayton Act: Forbidding anticompetitive practices suppressing competition;
- Telecommunications Act: Mandating unbundled access to essential infrastructure;

126. The Racketeer Influenced and Corrupt Organizations (RICO) Act, codified under 18 U.S.C. §§ 1961–1968, lays the foundation for these antitrust and anticompetitive violations and fully captures the systematic, structural, and coordinated nature of the

Defendants' fraudulent actions into a single RICO enterprise.

1. Statutory Foundation: 18 U.S.C. § 1962(c)

127. Under the statute:

“No person employed by or associated with any enterprise... shall conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.”

128. The Defendants precisely violated this statute by orchestrating ongoing racketeering activities across their coordinated networks. Their enterprise operated through two critical mechanisms:

- The Access Lock: A forced tying scheme compelling subscribers to purchase costly cellular voice/text plans as a mandatory condition for accessing Wi-Fi Calling.
- The Routing Brain: The Routing Brain controls how Wi-Fi calls are classified and routed. This system utilizes the DID-based routing functionality developed and patented by VoIP-Pal. The Defendants utilize this logic within their IMS cores. It enables their networks to dynamically determine where a callee can be reached when the callee is on a private, on-net path—a necessary part of routing voice traffic using Wi-Fi which offloads it from costly cellular infrastructure. In simple terms, the Routing Brain provides part of the intelligence that allowed the carriers to route calls. It uses a subscriber database (DID record) to classify destinations as on-net or off-net and to identify on-net destinations and locate the callee—as recited in VoIP-Pal’s DID claims.

129. Together, the Access Lock and the Routing Brain form the technical and economic backbone of the enterprise whereby the Access Lock created a dependency on cellular plans by tying Wi-Fi Calling behind a paywall; and the Routing Brain is utilized in the

profitable offloading by determining whether those calls could be routed on-net and locating on-net callees. Deployment by the Defendants of these mechanisms into the market was neither accidental nor incidental. They constituted deliberately engineered structural elements central to the Defendants' joint fraudulent business model.

2. Structural Fraud: Exactly What RICO Was Enacted to Combat

130. Unlike other statutes addressing isolated illegal activities, RICO explicitly targets sustained, coordinated fraud entrenched within an enterprise's operational framework. Here, the Defendants collectively and systematically:

- Utilized VoIP-Pal's DID-based routing system in their private IMS networks without license;
- Forced the tying of cellular calling and texting to Wi-Fi Calling offered as a "no charge" add-on;
- Misrepresented Wi-Fi Calling nationwide as "included at no charge," despite forcing consumers into costly cellular bundles;
- Issued identical deceptive billing statements, contractual language, and marketing materials to millions of subscribers across all fifty states;
- Coordinated their market strategies, technical deployment, and pricing models as though they constituted a single corporate entity, rather than separate competitors.

131. This precise scenario matches RICO's definition of enterprise fraud—structured, coordinated, and executed continuously to deceive consumers, exclude competition, and monopolize market power.

3. Pattern and Predicate Acts of Racketeering Activity

132. Pursuant to 18 U.S.C. § 1961(1)(B), the Defendants' ongoing fraudulent conduct

explicitly qualifies as predicate acts of racketeering, including:

- Mail Fraud (18 U.S.C. § 1341): Repeatedly mailing deceptive billing statements, subscriber agreements, and service descriptions, systematically misrepresenting Wi-Fi Calling costs and infrastructure usage.
- Wire Fraud (18 U.S.C. § 1343): Continuously transmitting false and misleading digital marketing, electronic bills, app-based information, and online service descriptions, consistently deceiving consumers into believing Wi-Fi Calling was a free and standalone feature.

133. These acts were not isolated events—they formed essential, integral components of the Defendants’ unified fraudulent scheme, enabling:

- Sustained false advertising;
- Systematic consumer deception through fraudulent billing practices;
- Persistent market foreclosure by deliberately preventing standalone Wi-Fi Calling services from emerging, thereby maintaining artificially inflated bundled service prices.

4. The Defendants’ Structural Fraud Defies Legal Precedent

134. In *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479 (1985), the Supreme Court ruled unequivocally that RICO applies when businesses systematically employ fraudulent practices to secure economic gain, even when integrated into otherwise legitimate operations. The court emphasized that RICO encompasses persistent fraudulent activity within legitimate businesses.

135. Application to the Case: The Defendants systematically deceived subscribers, generating billions through the misrepresentation of Wi-Fi calling delivery methods,

falsely billing customers as if cellular infrastructure was utilized, and excluding competitive alternatives. This enterprise-level deception precisely meets the standard established by Sedima.

136. In *Conwood Co. v. U.S. Tobacco Co.*, 290 F.3d 768 (6th Cir. 2002), the Sixth Circuit affirmed significant RICO damages exceeding \$1 billion where a dominant entity employed deceptive strategies to exclude competition, thereby causing widespread consumer harm.

137. Application to the Case: Similarly, the Defendants excluded VoIP-Pal by utilizing its patented DID-based routing system without permission, thereby locking down the Wi-Fi Calling market. Consumers suffered systematic harm by being denied competitive pricing, transparent service choices, and benefits that genuine market competition would have provided. Conwood directly parallels the strategic exclusion and resulting consumer harm present here.

138. In *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008), the Supreme Court clarified that plaintiffs need not individually demonstrate reliance on fraudulent acts under RICO; rather, plaintiffs must establish that the systemic fraud itself caused economic injury.

139. Application to the Case: Plaintiff VoIP-Pal, the class representatives, and the approximately 373 million U.S. mobile subscribers of the class suffered direct economic injury as a result of Defendants' systemic enterprise fraud. Under the standard articulated in *Bridge*, Plaintiffs are not required to demonstrate individualized reliance on each false statement; it is sufficient to show that Defendants' coordinated scheme of false advertising, forced tying, and concealment of the true costs and nature of Wi-Fi Calling caused

widespread economic harm. Defendants’ fraudulent marketing of Wi-Fi Calling as “no charge,” combined with the contractual bundling of Wi-Fi Calling access to paid cellular service, deprived VoIP-Pal of licensing revenues, excluded it from the VoWi-Fi services market, and suppressed the competitive value of its DID-based routing technology. Simultaneously, mobile subscribers were injured by being forced to purchase bundled cellular services they did not need, being misled into believing Wi-Fi Calling was free, and being denied access to standalone, competitively priced VoWi-Fi alternatives. The fraudulent enterprise harmed both the innovator and the consumer in parallel, satisfying the RICO requirement that the systemic fraud itself—not any individualized misunderstanding—caused measurable economic injury.

5. Illicit Profit Confirms the Fraud Rather Than Defending Against It

140. Defendants’ multi-billion-dollar profits were not the result of legitimate innovation or fair competition, but rather the product of systemic deception, exclusion of competitors, and coordinated manipulation of the mobile voice market. Instead of passing infrastructure cost savings to consumers or licensing VoIP-Pal—an innovator behind essential Wi-Fi Calling technology—Defendants deliberately excluded competition, misrepresented the true nature and cost of Wi-Fi Calling, and retained all economic gains for themselves.

141. This case falls squarely within the scope of misconduct that the RICO statute was designed to address. Defendants engaged in coordinated deceptive practices across ostensibly competing entities, relied persistently on mail and wire fraud to execute fraudulent billing and marketing campaigns, and inflicted widespread consumer and innovator harm that cannot be fully remedied through patent or antitrust law alone. Their conduct reflects an enterprise-level fraud requiring full civil remedies under RICO,

including treble damages, disgorgement, and injunctive relief

B. RICO Enterprise Liability Under § 1962(c)

1. Establishing the Five Core Elements of a RICO Enterprise

142. This case is not about billing errors or mere contractual breaches. It is about a sustained, six-year racketeering scheme that directly excluded VoIP-Pal from the VoWi-Fi market—while generating over \$200 billion in annual profit for the Defendants and enabling them to avoid \$209.47 billion in infrastructure costs. The conduct was intentional, enterprise-wide, and facilitated by a DID-based routing system that VoIP-Pal invented—and which the Defendants utilized without license.

143. At the heart of the scheme were two coordinated mechanisms: The Access Lock, a forced tying arrangement that required all consumers to purchase bundled cellular voice and texting plans in order to access Wi-Fi Calling; and the Routing Brain, VoIP-Pal’s DID-based routing system, utilized by all three Defendants within their IMS networks that employ offloading to subscriber-funded Wi-Fi connections.

144. Together, these mechanisms meet all five elements required under 18 U.S.C. § 1962(c) to establish a RICO violation: enterprise, association-in-fact, pattern of racketeering activity, continuity, and injury.

1. RICO Enterprise: A Unified Commercial and Technical Scheme

145. Under 18 U.S.C. § 1961(4), an “enterprise” includes any group of entities “associated in fact although not a legal entity.” AT&T, Verizon, and T-Mobile, while independent legal corporations, acted in concert as a de facto cartel, jointly implementing identical pricing models, service contracts, and routing practices.

146. Each Defendant offered the same “Wi-Fi Calling is included” marketing language.

None offered Wi-Fi Calling as a standalone product. Each utilized the Routing Brain—VoIP-Pal’s DID-based routing system—into its IMS core, routing billions of calls over consumer-owned broadband while continuing to bill as if using carrier-owned towers.

147. This shared behavior constitutes a unified economic structure and a joint technical strategy. The enterprise acted with singular purpose and execution—an archetypal “association-in-fact” under *United States v. Turkette*, 452 U.S. 576 (1981).

2. RICO Association-in-Fact: Structure and Purpose Under Boyle v. United States

148. In *Boyle v. United States*, 556 U.S. 938 (2009), the Supreme Court clarified that a RICO enterprise need not have formal hierarchies; it must only show a shared purpose, relationship among actors, and sufficient structure to coordinate illegal acts. All three Defendants engaged in a coordinated and continuous practice of:

- Requiring bundled cellular service to access Wi-Fi Calling (Access Lock); and
- Using VoIP-Pal’s DID-based routing system (Routing Brain) to classify and route traffic as part of the Defendants’ offloading calls without using cellular towers.

149. This informal structure was more than sufficient to support coordination. The Defendants mirrored each other in contract terms, billing presentation, and technical deployment. Boyle’s criteria are fully satisfied.

3. RICO Pattern of Racketeering Activity: Mail and Wire Fraud

150. The Defendants routinely disseminated contracts, bills, and advertising materials that misrepresented both the pricing and delivery of Wi-Fi Calling. These

misrepresentations—transmitted via mail and electronic communication—constitute violations of:

- 18 U.S.C. § 1341 (mail fraud); and
- 18 U.S.C. § 1343 (wire fraud).

151. The fraud was embedded in their business model: Wi-Fi calls were tied to cellular calling plans and essentially billed as though they used cellular infrastructure, despite being routed over the subscriber’s personal Wi-Fi—using VoIP-Pal’s DID-based routing system without authorization. Consumers were falsely told the service was “included at no charge,” and the contracts were structured to hide the forced tying.

152. These misrepresentations qualify as wire fraud (18 U.S.C. § 1343) and mail fraud (18 U.S.C. § 1341), as it was repeatedly disseminated through digital platforms, service agreements, and mailed billing statements.

Billing info

When using Wi-Fi Calling, you'll be billed based on the number you call and where you're calling from.

Calling from the U.S.

You can call U.S. numbers with no additional charge.

- You can call U.S. numbers with no additional charge. Plus, it won't count against your talk limits.
- When you call 411 and other special service numbers, you'll be billed at standard premium rates. Starting November 1, 2021, Directory Assistance won't be available on your wireless device.
- When you call an international number you'll be billed at [international long distance \(ILD\) rates](#).

Wi-Fi calls from other countries to U.S. numbers are at no additional charge.

Calling from outside the U.S.

- Wi-Fi calls from other countries to U.S. numbers are at no additional charge.
- Have AT&T Prepaid? Wi-Fi calls to international numbers are billed at [international long distance rates](#).
- Have A&T Wireless? Wi-Fi calls to international numbers are be billed based on the international roaming add-on you select:
 - **AT&T International Day Pass (IDP):** Wi-Fi calls from an IDP destination to any IDP destination (210+) are included in the daily fee.
 - **AT&T Passport:** Wi-Fi calls are billed at the low Passport per-minute rate.
 - **AT&T Cruise:** Wi-Fi calls are included in your cruise package calling allowance.
 - **Pay-per-use:** If you don't have an international roaming add-on, calls are billed at a [per-minute rate](#) based on the country you're in.

CHAT

153.

154. See <https://www.att.com/support/article/wireless/KM1063258>.

verizon Mobile Home Internet Shop Deals Sea

Get iPhone 16 on us with select Unlimited Plans. Online Only. | [Buy](#). Or get up to \$540 when you [bring your own pl](#)

How much does Wi-Fi Calling cost? ^

Charges for using the built-in Wi-Fi Calling feature for plans with unlimited talk and text

Wi-Fi Calling	Charges
Calls & texts to / from US numbers	No charges.
Calls & texts to other countries from the US	You're charged as per your international long distance calling plan. If you don't have one, you're charged pay-as-you-go rates.
Calls & texts when you're outside the US	<ul style="list-style-type: none"> Calling back to the US is free. Calls to any other country will be charged as per your international long distance calling plan. If you don't have one, you're charged international long distance pay-as-you-go rates.


Calls & texts to / from US numbers **No charges.**

Calling back to the US is free.

155.

156. See <https://www.verizon.com/support/wifi-calling-faqs/>.

⋮



jfpoje

Enthusiast - Level 2

31

09-07-2021 11:04 AM

↗
In response to vzw_customer_support

Hi,

My wife's phone has significant connection issues while in our home as well. I obviously can't speak to whether her phone works at my place of work.


Zip codes in question are 60526 and 60153.

👍

11 Likes

Reply

⋮



vzw_customer_support

Customer Service Rep

31

09-09-2021 11:11 AM

↗
In response to jfpoje

Thank you for those details, jfpoje.

We always want you to have the best wireless experience with our services. Please allow me to explain that indoor use is a challenge for all carriers. In a case like this, where the trouble is indoors only, generally the relevant factor is going to be proximity to cell site. Due to physics, radio frequencies get reduced penetration through solid materials and thus indoor signal is hampered when compared to outdoor signal. This is the reason you may notice a difference when stepping outside. As no carrier can guarantee indoor coverage, we partner with our manufacturers to build indoor solutions such as WiFi Calling. Now that the devices have advanced, a Network Extender is no longer needed. WiFi Calling is free and unlimited, and it is a great indoor solution. Your phone can utilize your WiFi signal for calls, just like you do for data. Check out this page for more information: <https://www.verizon.com/support/wifi-calling-faqs/>

-Jordan

👍

1 Like

WiFi Calling is free and unlimited,

157.

158. See Verizon's Public Customer Support Forum. Subscriber question answered by a Verizon customer service representative named Jordan on September 9, 2021. <https://community.verizon.com/t5/Mobile-Network-Archive>.

SLASHGEAR

NEWS // TECH

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GS

Wi-Fi

NEWSLETTER

ADVERTISE


TECHNOLOGY

T-MOBILE MAKES WIFI CALLING

FREE FOR USERS WITH

COMPATIBLE PHONES

BY SHANE MCGLAUN / MAY 17, 2011 5:31 AM EST



you can now make Wi-Fi calls on your T-Mobile device that don't count against the number of minutes your are allotted monthly

If you are a user of the T-Mobile network in the US and you have a mobile phone with supports UMA we have some good news for you. You can now make WiFi calls on your T-Mobile device that don't count against the number of minutes you are allotted monthly. Before now, the calls placed using WiFi did count against your allotment. That was hardly a good deal for customers since the calls typically used the bandwidth and WiFi connectivity that the user was paying for already.

ADVERTISEMENT

So far, there is no official press release from T-Mobile. Gigaom reports that it received the official confirmation from a T-Mobile rep. The T-Mobile rep told Gigaom in the email, "We are expanding our Wi-Fi Calling feature, a unique and valuable service T-Mobile has been offering customers for over three years. Starting today, T-Mobile customers can add Free Wi-Fi Calling to their rate plan – at no additional charge – to place calls over Wi-Fi without deducting from their allotment of minutes. This new feature is available at T-Mobile retail stores to all customers on Even More and Even More Plus Postpaid rate plans who have Wi-Fi Calling capable handsets."

ADVERTISEMENT

T-Mobile customers can add Free Wi-Fi Calling to their rate plan - at no additional charge

160. See <https://www.slashgear.com/t-mobile-makes-wifi-calling-free-for-users-with-compatible-phones-17152428/>. May 17, 2011 article in SlashGear by technology writer Shane McGlaub.

What you're doing

- Receiving any calls or messages
- Calling to U.S.* phone numbers
- Sending messages to U.S.* phone numbers

What you're charged on Wi-Fi Calling

If you have an unlimited plan:

- Any incoming calls: No fees
- Any incoming messages: No fees
- Outgoing calls and messages that you make to U.S. phone numbers: No fees

If you have a plan without unlimited, calls and messages count against your plan limits.

When you're in the U.S., Wi-Fi calls placed to other countries are subject to your plan's long-distance charges. Check [stateside international rates](#) for long-distance fees.

When you're outside the U.S. (international roaming) and have an unlimited plan:

- When in [215+ countries and destinations](#), calls are \$0.25/min for roaming (same as cellular).
- When on a cruise ship/ferry network, airline (in-flight) network, or any countries not included in the 215+ list, calls are charged at [World Class rates](#).

If you don't have an unlimited plan, calls to other countries are charged at [World Class Calling rates](#).

When you're in the U.S., messages sent while connected to Wi-Fi Calling are subject to your plan's long-distance charges. Check [stateside international rates](#) for long-distance fees.

When you're outside the U.S. (international roaming) and have an unlimited plan:

- When in [215+ countries and destinations](#), messages are not charged for roaming.

- 161.
162. See <https://www.t-mobile.com/support/coverage/wi-fi-calling-from-t-mobile>.
163. Under *Bridge v. Phoenix Bond*, 553 U.S. 639 (2008), individual reliance is not required. Systemic fraud causing widespread harm to competitors qualifies. Here, VoIP-

Pal was the direct victim—excluded from the VoWi-Fi market, denied licensing, and robbed of billions in opportunity.

4. RICO Predicate Act 1: Forced Tying of Wi-Fi Calling to Cellular Calling and Texting

164. The Defendants uniformly require subscribers to purchase bundled cellular calling and texting services as a mandatory condition for accessing Wi-Fi Calling. By doing so, they improperly tie two distinct services in a manner that forecloses competitive entry by alternative VoWi-Fi providers. Subscribers are systematically denied the option of purchasing Wi-Fi Calling as a standalone service. The existence of this tying arrangement is not merely speculative; it is thoroughly documented within the Defendants’ billing records, marketing communications, and published service terms. The uniformity and consistency across all three carriers confirm a concerted refusal to deal and reveal a structurally orchestrated suppression of competition.

165. When intentionally concealed through misleading advertising, billing practices, and subscriber contracts sent by mail and electronic communications, this anticompetitive tying arrangement constitutes a clear fraudulent scheme meeting the predicate acts of racketeering under 18 U.S.C. §§ 1341 (mail fraud) and 1343 (wire fraud). To conclusively establish these predicate acts, the Plaintiffs will present publicly available, self-authenticating documentary evidence directly from AT&T, Verizon, and T-Mobile. Such evidence includes:

- Official product descriptions and customer-facing FAQs;
- Billing policy statements explicitly noting that Wi-Fi Calling requires an active cellular

service subscription;

- Regulatory filings and disclosures acknowledging that standalone Wi-Fi Calling services are intentionally unavailable.

166. These authoritative documents will demonstrate beyond dispute that forced tying was not accidental or incidental; rather, it formed a deliberate part of an overarching enterprise strategy to restrict competition, inflate consumer pricing artificially, and sustain the Defendants’ monopolistic control.

5. RICO Predicate Act 2: False Advertising of Wi-Fi Calling as “No Charge”

167. Despite compelling technical, commercial, and legal evidence demonstrating that Wi-Fi Calling imposes tangible and measurable costs upon consumers, AT&T, Verizon, and T-Mobile have consistently marketed Wi-Fi Calling as a “no charge” or “included” service—but only available if subscribers first purchase bundled cellular voice and texting services.

168. This repeated and intentional misrepresentation is not accidental or incidental; it is fundamental to the Defendants’ coordinated enterprise scheme. By deceptively promoting Wi-Fi Calling as “free,” they effectively lock consumers into purchasing cellular services they might otherwise forego—a core component of their unlawful tying arrangement, known as the Access Lock.

169. Behind this systematic deception also lies the Routing Brain—the DID-based routing system leveraging VoIP-Pal’s patented call-routing technology. The Defendants utilize VoIP-Pal’s system as a necessary element in their offloading to route subscribers’ Wi-Fi calls through their internal IMS networks. These calls avoid traditional cellular infrastructure in one or more legs of the call and the Defendants thus incur substantially

reduced infrastructure costs. Yet, consumers are bundled into plans that continue to bill subscribers as if every call had utilized costly legacy networks. Contrary to the Defendants' uniform marketing claims, Wi-Fi Calling imposes substantial real-world costs on subscribers. Specifically, Wi-Fi Calling:

- Relies in part on subscriber-funded broadband connections rather than carrier-funded cellular towers;
- Is inaccessible as a standalone service, requiring subscribers to purchase full-priced cellular voice and texting bundles;
- Provides subscribers no option to opt out or receive credit for the bypassed cellular infrastructure they are required to for to access VoWi-Fi calling as part of their bundled plan.

170. Despite these documented costs, the Defendants systematically and uniformly advertise Wi-Fi Calling as “no charge.” Such deceptive marketing is consistently communicated through multiple consumer-facing channels, including:

- Official carrier customer support webpages;
- Subscriber billing FAQs and statements;
- Nationwide multimedia advertising campaigns;
- Mobile device onboarding screens and user agreements.

171. Plaintiffs have preserved extensive evidence of these deceptive marketing practices, including authenticated screenshots and archived promotional materials, all of which will be submitted into the record. This evidence will decisively confirm that the Defendants, operating as a unified and coordinated enterprise, deliberately misrepresented Wi-Fi Calling to consumers, strategically leveraging it to reinforce their illegal tying

arrangement, inflate subscriber costs, and prevent market entry by standalone VoWi-Fi competitors.

6. RICO Continuity: Six Years of Structured Racketeering (2018–2024)

172. The scheme was not brief or incidental. From 2018 through at least 2024, the Defendants:

- Maintained the Access Lock across all consumer contracts;
- Continued to offload Wi-Fi Calling traffic and used VoIP-Pal’s DID routing system in that offloading;
- Offered no licensing opportunities;
- Reaped infrastructure savings by offloading voice traffic while billing it as if carried on towers.

173. The Supreme Court’s continuity test in *H.J. Inc. v. Northwestern Bell*, 492 U.S. 229 (1989), is met. The conduct spanned multiple years, was embedded into core business strategy, and poses a threat of continued repetition. It was not episodic—it was systemic.

7. RICO Injury: Economic Exclusion and Competitive Destruction of VoIP-Pal

174. Under 18 U.S.C. § 1964(c), any person injured in business or property by a violation of § 1962(c) has standing to recover.

175. VoIP-Pal satisfies this element unequivocally. Its DID-based routing system was deployed by the Defendants across the industry without licensing. Its market opportunity to offer licensing and standalone Wi-Fi Calling products was extinguished. Its revenue, valuation, and contractual negotiations were directly undermined by Defendants’ refusal to license the system—while utilizing it for their own profit.

176. The exclusion was not accidental. It was part of the enterprise fraud. The financial injury to VoIP-Pal—through lost licensing and lost market access—was direct, measurable, and fully actionable under *Sedima v. Imrex*, 473 U.S. 479 (1985).

8. Summary: § 1962(c) Satisfied

177. All five elements under § 1962(c) are conclusively demonstrated:

- Enterprise: The Defendants formed an association-in-fact enterprise with unified conduct and purpose.
- Association-in-Fact: The structure and coordinated practices meet the Boyle test.
- Racketeering Acts: The use of mail and wire fraud to implement deceptive billing, forced tying, and unauthorized routing is well-established.
- Continuity: The scheme lasted six years and remains operational.
- Injury: VoIP-Pal has suffered direct business and property harm.

178. This is not speculative. The enterprise exists. The system was used. The licensing was refused. The market was closed. And the law was broken.

179. Under RICO § 1964(c), VoIP-Pal now seeks treble damages, full injunctive relief, and the judicial dismantling of the enterprise structure that excluded it from the voice market it helped build

180. RICO Predicate Acts: Forced Tying and False Advertising Laying the Foundation for Antitrust Violations

181. The Defendants’ pattern of racketeering activity, as defined under 18 U.S.C. § 1961(1), consists of multiple acts of commercial fraud and market exclusion. These acts constitute not only wire and mail fraud under 18 U.S.C. §§ 1341 and 1343 but also critical

violations of antitrust law under the Sherman Act (15 U.S.C. §§ 1–2) and the Clayton Act (15 U.S.C. §§ 14, 18, 26). When undertaken as part of a single, orchestrated enterprise scheme, these violations not only become independently actionable under RICO § 1962(c), but lay the foundation for monopolistic antitrust liability under the Clayton and Sherman Acts.

C. RICO Association-in-Fact: Antitrust Monopoly Power

182. In *Boyle v. United States*, 556 U.S. 938 (2009), the Supreme Court clarified that a RICO enterprise need not have formal hierarchies; it must only show a shared purpose, relationship among actors, and sufficient structure to coordinate illegal acts. All three Defendants engaged in a coordinated and continuous practice of requiring bundled cellular service to access Wi-Fi Calling (Access Lock) and using VoIP-Pal’s DID-based routing system (Routing Brain) as part of the Defendants offloading scheme without using cellular towers. This informal structure was more than sufficient to support coordination. The Defendants mirrored each other in contract terms, billing presentation, and technical deployment. Boyle’s criteria are fully satisfied.

183. Sherman Act § 1 prohibits combinations in restraint of trade. The Defendants are an association-in-fact under RICO that presents a unified practice of bundling Wi-Fi Calling with mandatory cellular services illegally under section 1 directly restrained competition by blocking alternative VoWi-Fi market entrants such as VoIP-Pal.

184. Sherman Act § 2 prohibits monopolization. Together, AT&T, Verizon, and T-Mobile are an association-in-fact under RICO that control more than 97% of the mobile voice market. Their collective dominance and monopolization (illegal under section 2) was used to deny VoIP-Pal market access and preserve their own closed infrastructure systems.

185. Clayton Act § 3 prohibits tying arrangements and exclusive dealing that substantially lessen competition. By conditioning Wi-Fi Calling on cellular subscription and refusing to unbundle Wi-Fi Calling services, the Defendants as an association-in-fact under RICO eliminated price competition, foreclosed VoIP-Pal's deployment options, and inflated their monopoly control over voice traffic. These tying arrangements were further sustained through false advertising, deceptive billing, and the unauthorized deployment of VoIP-Pal's technology.

1. RICO Predicate Act: Antitrust Forced Tying of Wi-Fi Calling to Cellular Calling and Texting

186. The Defendants systematically required subscribers to purchase bundled cellular calling and texting plans as a condition for accessing Wi-Fi Calling. This tying arrangement foreclosed competition by making it impossible for standalone VoWi-Fi providers—including VoIP-Pal—to enter the market. Wi-Fi Calling was never available as a standalone offering, despite being technically feasible and economically efficient. VoIP-Pal, as a developer of essential routing technology, was ready and able to license or deploy such alternatives, yet was categorically blocked by the Defendants' refusal to unbundle.

187. This forced tying arrangement was explicitly documented across the Defendants' own customer support pages, contractual billing terms, regulatory filings, and marketing communications—all of which demonstrate a deliberate and coordinated refusal to allow disaggregated service access.

188. Sherman Act § 1 prohibits combinations in restraint of trade. The Defendants' unified practice of bundling Wi-Fi Calling with mandatory cellular services directly restrained competition by blocking alternative VoWi-Fi market entrants such as VoIP-Pal.

More particularly, section 1 of the Sherman Antitrust Act prohibits “[e]very contract, combination... or conspiracy, in restraint of trade or commerce among the several States.”

To adequately plead a Section 1 violation, a plaintiff must allege: (1) an agreement, combination, or conspiracy among two or more entities; (2) that unreasonably restrains trade; and (3) that causes antitrust injury—harm to competition, not merely to a competitor.

189. Defendants AT&T, Verizon, and T-Mobile engaged in an unlawful tying arrangement that satisfies all elements necessary to plead a Section 1 violation. Defendants, who collectively control over 97% of the mobile voice subscriber market, conspired to condition consumer access to Wi-Fi Calling—a technologically distinct product—upon the mandatory purchase of bundled cellular voice and texting services. Consumers seeking to use Wi-Fi Calling could not do so independently; instead, they were forced to pay for a full cellular plan, regardless of whether they needed or intended to use traditional cellular voice services.

190. The existence of an agreement among Defendants is laid in the foundation of as a RICO enterprise and is evident from the uniformity of their conduct: each carrier adopted the same contractual terms, bundled Wi-Fi Calling identically with cellular service, and marketed the feature as “included” or “no charge,” without offering any standalone VoWi-Fi option. The parallel conduct was not the result of coincidence or independent business judgment; it reflected a concerted refusal to compete on unbundled Wi-Fi Calling services, demonstrating a tacit, if not explicit, horizontal agreement to restrain trade.

191. The Defendants’ tying arrangement constitutes a per se unlawful restraint of trade because it involved the forced purchase of a separate, non-integrated product—cellular service—as a condition of obtaining Wi-Fi Calling. Courts have long held that tying

arrangements that involve market power over the tying product (here, cellular services) and a not-insubstantial volume of commerce in the tied product (here, Wi-Fi Calling) are per se illegal because they “coerce” consumer purchasing decisions and exclude alternative providers. Here, with 373 million subscribers subjected to forced bundling, the volume of commerce tied is massive. In addition, VoIP-Pal and other market participants were foreclosed from participating.

192. Alternatively, if the Court were to require rule of reason analysis, the tying arrangement would still be unlawful because its anticompetitive effects far outweigh any plausible procompetitive justifications. The forced bundling foreclosed the emergence of a competitive standalone Wi-Fi Calling market, artificially preserved Defendants’ control over voice communications, and denied consumers access to lower-cost, innovative VoWi-Fi options potentially offered by VoIP-Pal. There is no technological necessity for tying Wi-Fi Calling to cellular plans.

193. The tying arrangement unreasonably restrained trade by eliminating consumer choice and suppressing competition. No consumer could access Wi-Fi Calling on a standalone basis. Nor could alternative providers, including VoIP-Pal, offer competitive VoWi-Fi services to consumers because Defendants’ tying arrangement foreclosed the market at the contractual level.

194. As a direct and proximate result of the unlawful tying, Plaintiff VoIP-Pal has suffered substantial antitrust injury. VoIP-Pal was deprived of the opportunity to license, deploy, or commercially exploit its DID-based routing system in a competitive marketplace. The forced bundling not only suppressed VoIP-Pal’s commercial prospects but devalued its technology by creating the false market perception that Wi-Fi Calling was

a “no cost” feature inseparable from cellular service. This constitutes cognizable antitrust injury to VoIP-Pal’s business and property, satisfying the third element of a Section 1 claim.

195. The injury was not limited to Plaintiff VoIP-Pal. Consumers, like the class representatives too, were harmed: they were forced to pay for bundled services they did not use, prevented from purchasing Wi-Fi Calling independently, and denied the lower prices and innovation that free competition would have delivered. The Defendants’ conduct thereby injured the competitive process itself, confirming the presence of systemic antitrust harm.

196. Plaintiffs thus plead that Defendants’ conduct constitutes a per se violation of Section 1 of the Sherman Act. In the alternative, if the Court declines to apply the per se rule, Plaintiffs plead that Defendants’ conduct is unlawful under the rule of reason, based on substantial foreclosure of the VoWi-Fi market, suppression of competitive alternatives, and injury to consumers and innovators alike

197. Sherman Act § 2 prohibits monopolization. Together, AT&T, Verizon, and T-Mobile control more than 97% of the mobile voice market. Their collective dominance was used to deny VoIP-Pal market access and preserve their own closed infrastructure systems. More particularly, section 2 of the Sherman Antitrust Act makes it unlawful for any person to “monopolize, or attempt to monopolize, or combine or conspire... to monopolize” any part of interstate commerce. To plead a violation of Section 2, a plaintiff must allege: (1) the possession of monopoly power in the relevant market; (2) the willful acquisition, maintenance, or extension of that power through exclusionary or anticompetitive conduct, rather than through superior skill, product, or business acumen; and (3) antitrust injury

resulting from the monopolistic conduct. A plaintiff may alternatively plead attempted monopolization by alleging specific intent, anticompetitive conduct, and a dangerous probability of achieving monopoly power.

198. Defendants AT&T, Verizon, and T-Mobile each possessed, and collectively as a RICO enterprise exercised, monopoly power in the relevant markets for mobile voice services and Wi-Fi Calling access. Together, Defendants controlled more than 97% of the mobile voice subscriber base in the United States during the relevant period. Their dominance over the mobile voice market gave them the ability to control output and pricing, and their contractual bundling practices extended that dominance into the adjacent VoWi-Fi services market—foreclosing competitive entry and consumer choice.

199. Defendants willfully and unlawfully maintained and extended their monopoly power as a RICO enterprise by engaging in exclusionary conduct: namely, tying access to Wi-Fi Calling to the purchase of bundled cellular voice and texting plans. Consumers could not obtain Wi-Fi Calling independently of a paid cellular subscription. This forced bundling scheme served no procompetitive purpose and was designed to foreclose emerging competition in standalone Wi-Fi Calling services.

200. The tying arrangement constituted exclusionary conduct because it prevented the development of a competitive VoWi-Fi market, suppressed potential rivals such as Plaintiff VoIP-Pal, and insulated Defendants from price competition. Had consumers been permitted to access Wi-Fi Calling independently, alternative providers could have offered cheaper, more innovative VoWi-Fi services—driving down prices and expanding consumer choice. Instead, Defendants’ contractual barriers preserved their market dominance and thwarted new entry.

- 201.** The anticompetitive effect of Defendants’ conduct was substantial and direct. By mandating that every consumer desiring Wi-Fi Calling also purchase bundled cellular services, Defendants foreclosed virtually 100% of potential demand for standalone Wi-Fi Calling. No meaningful standalone VoWi-Fi market could arise while the dominant carriers tied access to the feature exclusively to bundled cellular offerings. This comprehensive foreclosure demonstrates both the maintenance of monopoly power and, independently, a dangerous probability of monopolizing the emerging VoWi-Fi market.
- 202.** No legitimate business justification can excuse Defendants’ tying conduct. Plaintiff VoIP-Pal’s patented DID-based routing system contributed to facilitating Wi-Fi calls to be classified, routed, and completed without the use of carrier-owned cellular tower infrastructure. There was no technical necessity to bundle Wi-Fi Calling with cellular services; the tying was a strategic, anticompetitive choice aimed at preserving Defendants’ control over all forms of mobile voice communication.
- 203.** As a direct and proximate result of Defendants’ monopolistic conduct, Plaintiff VoIP-Pal suffered substantial antitrust injury. VoIP-Pal was excluded from the Wi-Fi Calling market, denied the opportunity to license or deploy its DID-based routing system competitively, and saw its technology devalued by the Defendants’ representation of Wi-Fi Calling as a bundled, “no charge” feature inseparable from cellular service. This exclusionary conduct caused VoIP-Pal to lose licensing revenues, market entry opportunities, competitive standing, and enterprise value.
- 204.** Consumers also suffered antitrust injury as a result of Defendants’ monopolistic tying practices. They were deprived of standalone Wi-Fi Calling options, forced to purchase unnecessary bundled services, and denied the benefits of lower prices and

innovation that would have flowed from a competitive VoWi-Fi marketplace. These consumer harms further demonstrate injury to the competitive process itself, as required under Section 2.

205. Plaintiffs therefore plead that Defendants' conduct constitutes both actual monopolization and, in the alternative, attempted monopolization of the Wi-Fi Calling services market. Defendants possessed overwhelming market power, engaged in deliberate exclusionary practices, and either maintained an unlawful monopoly or attempted to extend their dominance into adjacent markets, with a dangerous probability of success.

206. Accordingly, Plaintiffs seeks treble damages, injunctive relief, attorneys' fees, and all other relief available under 15 U.S.C. §§ 15 and 26. Plaintiffs respectfully request that the Court declare Defendants' tying of Wi-Fi Calling to cellular services an unlawful monopolization under Section 2 of the Sherman Act, dismantle the anticompetitive barriers erected by Defendants, and restore competitive conditions to the mobile voice and Wi-Fi Calling markets

207. Clayton Act § 3 prohibits tying arrangements and exclusive dealing that substantially lessen competition. By conditioning Wi-Fi Calling on cellular subscription and refusing to unbundle the functionality, the Defendants eliminated price competition, foreclosed VoIP-Pal's deployment options, and inflated their monopoly control over voice traffic. These tying arrangements were further sustained through false advertising, deceptive billing, and the unauthorized deployment of VoIP-Pal's technology.

208. Defendants AT&T, Verizon, and T-Mobile engaged in illegal tying and exclusive dealing arrangements in violation of Section 3 of the Clayton Act by making access to Wi-Fi Calling—a technologically distinct and competitive alternative to traditional cellular

service—conditional upon the mandatory purchase of bundled cellular voice and texting plans. Consumers could not access Wi-Fi Calling independently from Defendants’ bundled offerings; no standalone Wi-Fi Calling product was made available. This contractual tying arrangement unlawfully conditioned the sale of one product (Wi-Fi Calling) on the purchase of another (cellular voice/text service), despite the technological ability to offer Wi-Fi Calling separately.

209. The Defendants’ tying arrangements substantially lessened competition and had a clear tendency to create and preserve monopoly power. By forcing every consumer seeking to access Wi-Fi Calling to simultaneously subscribe to cellular services—regardless of actual need or use—Defendants foreclosed the possibility of a competitive market for standalone Wi-Fi Calling offerings. This foreclosure was particularly harmful to innovative competitors like Plaintiff VoIP-Pal, whose DID-based call routing technology is utilized by VoWi-Fi service but who was denied any opportunity to license, market, or independently deploy its offering due to the structural barriers erected by the Defendants’ exclusive practices.

210. The tying arrangements were neither justified by technological necessity nor outweighed by any legitimate procompetitive benefits, and instead served only to preserve Defendants’ dominance over voice communications and suppress competitive threats. By bundling the features and advertising Wi-Fi Calling as “included” or “no charge,” Defendants further deceived consumers while simultaneously reinforcing the perception that alternative, cheaper, or standalone services were either unavailable or unnecessary. This strategy unlawfully insulated Defendants’ bundled services from meaningful market competition and entrenched their control over the voice services ecosystem.

211. As a direct and proximate result of the Defendants’ unlawful tying and exclusive dealing conduct, Plaintiff VoIP-Pal has suffered substantial antitrust injury, including the loss of licensing opportunities, exclusion from the VoWi-Fi services market, and a devaluation of its technological innovations. Consumers likewise suffered injury in the form of supracompetitive prices, forced purchases of bundled services, and reduced market innovation, all of which are harms the Clayton Act was enacted to prevent.

212. Accordingly, Plaintiffs seek treble damages, permanent injunctive relief, and all other available remedies under 15 U.S.C. §§ 15 and 26, including a Court order dismantling the illegal tying arrangements, restoring competitive market conditions, and preventing further foreclosure of competition in the Wi-Fi Calling market.

2. RICO Predicate Act: Antitrust False Advertising of Wi-Fi Calling as “No Charge”

213. The Defendants repeatedly marketed Wi-Fi Calling as “no charge,” even though it was only accessible through bundled plans. Defendants perpetuated a material misrepresentation and consumer fraud by repeatedly marketing Wi-Fi Calling as a “no charge” feature, when in fact access to Wi-Fi Calling was conditioned upon the mandatory purchase of bundled cellular voice and texting plans. This false representation deceived consumers into believing they were receiving a complimentary service, while in reality they were required to pay full cellular service rates to access it. By masking the true cost structure and concealing the existence of forced bundling, Defendants distorted consumer choice, suppressed demand for standalone Wi-Fi Calling alternatives, and reinforced their market dominance through deceptive commercial practices. This pattern of misrepresentation forms a central component of the fraudulent enterprise alleged herein

This deception utilized the underlying technological contribution of VoIP-Pal's technology and concealed the true economic burden—denying VoIP-Pal the opportunity to compete by offering a cheaper, standalone VoWi-Fi alternative using the very system the Defendants had already deployed without license.

214. VoIP-Pal's patented DID-based routing technology is utilized by all Wi-Fi Calling systems. This technology is utilized to dynamically classify and route voice calls when using private Wi-Fi networks, which drastically reduces infrastructure costs. The Defendants utilized VoIP-Pal's DID-based routing system in their IMS cores without license, using it as part of the technical backbone for Wi-Fi Calling. By doing so, Defendants created a service that relied on subscriber-funded Wi-Fi networks while continuing to market Wi-Fi Calling as a "no charge" feature—concealing both the real cost and the substantial infrastructure savings that should have been passed to consumers. VoIP-Pal's DID-based routing system is used by Wi-Fi Calling system, and Defendants' representation of Wi-Fi Calling as "included" or "free" fundamentally devalued the innovation, distorted the market, and enabled Defendants to unjustly profit from VoIP-Pal's work.

215. Section 1 of the Sherman Antitrust Act prohibits every "contract, combination... or conspiracy, in restraint of trade or commerce among the several States." To plead a violation under Section 1, a plaintiff must allege (1) an agreement among two or more separate economic actors; (2) an unreasonable restraint of trade; and (3) resulting antitrust injury. A restraint is unreasonable if it either falls into a recognized per se category of antitrust violation or, alternatively, if it fails a rule of reason balancing of procompetitive versus anticompetitive effects.

216. Here, Defendants AT&T, Verizon, and T-Mobile entered into an unlawful combination and concerted course of conduct to falsely advertise Wi-Fi Calling as “included” or “no charge,” despite the fact that consumers were required to purchase bundled cellular voice and texting plans to access the feature. This uniform false marketing was not an accident: it was a coordinated strategy to mislead consumers, conceal the true costs of Wi-Fi Calling access, and suppress the development of a competitive standalone VoWi-Fi market.

217. The existence of an agreement among the Defendants is laid in the foundation of as a RICO enterprise and is demonstrated by their parallel conduct across the market: each Defendant adopted nearly identical language in advertising Wi-Fi Calling, consistently promoted it as “included” or “at no additional cost,” and refused to offer the service on a standalone basis. This widespread uniformity, in both messaging and commercial terms, reflects a conscious commitment to a common unlawful scheme, sufficient to satisfy the agreement element of Section 1.

218. The coordinated advertising campaign constituted an unreasonable restraint of trade because it deliberately concealed the economic value of Wi-Fi Calling, preventing consumers from recognizing its potential as a standalone alternative to traditional cellular voice services. By representing Wi-Fi Calling as “no charge,” Defendants deprived competitors—including Plaintiff VoIP-Pal, the developer of the DID-based routing system utilized by Wi-Fi Calling—of a fair opportunity to market, license, or offer competing VoWi-Fi products.

219. This coordinated advertising campaign is properly analyzed under the per se rule because it was an inherently deceptive commercial restraint that suppressed price

competition and eliminated truthful differentiation among offerings. Deceptive uniform misrepresentation of pricing terms by horizontal competitors is recognized as per se anticompetitive when it prevents the formation of a competitive market. Even if the Court elects to apply the rule of reason, the result is the same: the anticompetitive harm from the suppression of VoWi-Fi competition overwhelmingly outweighs any conceivable procompetitive justification.

220. The Defendants’ coordinated advertising campaign restrained trade by distorting consumer perception and blocking market transparency. Had consumers understood that Wi-Fi Calling could operate independently of cellular services, demand would have shifted toward standalone, lower-cost alternatives—and innovators like VoIP-Pal would have had a viable pathway to license and commercialize independent VoWi-Fi offerings. Instead, the Defendants’ coordinated “no charge” misrepresentations preserved their bundled monopolies and stifled competition before it could take root.

221. No business justification excuses the Defendants’ conduct. The advertising of Wi-Fi Calling as “no charge” was not necessary to promote new technology, improve service quality, or benefit consumers. Rather, it served solely to protect Defendants’ dominance over mobile voice communications by locking consumers into bundled services and preventing the emergence of a standalone Wi-Fi Calling market—an outcome contrary to the Sherman Act’s core objectives of promoting competition and consumer welfare.

222. As a direct and proximate result of the Defendants’ coordinated advertising campaign and the resulting restraint of trade, Plaintiff VoIP-Pal has suffered antitrust injury. VoIP-Pal’s patented DID-based routing technology contributed to the Wi-Fi Calling functionality that Defendants misrepresented as being “free” or “no charge,” yet VoIP-Pal

was denied the opportunity to license its innovations, develop an alternative offering, or realize the economic value of its technology. Consumers likewise suffered antitrust injury by being denied lower-cost, transparent, and competitive VoWi-Fi alternatives.

223. Accordingly, Plaintiffs plead that the Defendants' coordinated false advertising scheme constitutes a per se violation of Section 1 of the Sherman Act. In the alternative, if analyzed under the rule of reason, the Defendants' conduct is unlawful because it inflicted substantial anticompetitive harm without offsetting procompetitive benefits, thereby restraining trade in the mobile voice and VoWi-Fi markets.

224. Section 2 of the Sherman Act prohibits any entity from monopolizing, attempting to monopolize, or conspiring to monopolize any part of interstate commerce. To plead a violation under Section 2, a plaintiff must allege (1) the defendant's possession of monopoly power in the relevant market; (2) the willful acquisition, maintenance, or extension of that power through exclusionary or anticompetitive conduct; and (3) resulting antitrust injury. Alternatively, to plead attempted monopolization, the plaintiff must allege specific intent to monopolize, anticompetitive conduct, and a dangerous probability of success.

225. Defendants AT&T, Verizon, and T-Mobile each possessed, and collectively as a RICO enterprise exercised, monopoly power in the mobile voice services and Wi-Fi Calling access markets. Together, they controlled over 97% of the U.S. mobile voice market during the relevant period, giving them the ability to control pricing, output, and innovation in these essential communications markets. Their control was not static; it was unlawfully extended into the emergent Wi-Fi Calling market through exclusionary and deceptive conduct.

226. Defendants willfully maintained and extended their monopoly power through a deliberate advertising campaign representing Wi-Fi Calling as “no charge” or “included,” despite the reality that access to the service was conditioned on the mandatory purchase of bundled cellular voice plans. This false messaging was uniform across all Defendants, strategically designed to mislead consumers about the availability, cost, and standalone viability of Wi-Fi Calling, and to block the emergence of standalone VoWi-Fi competitors such as Plaintiff VoIP-Pal.

227. The advertising campaign constituted exclusionary and anticompetitive conduct because it suppressed consumer demand for standalone Wi-Fi Calling offerings and prevented competitors from entering the market. By falsely creating the perception that Wi-Fi Calling was simply an “add-on” to cellular service without independent value or cost, Defendants foreclosed potential standalone offerings, denied truthful market differentiation, and preserved their control over all forms of mobile voice communication.

228. This exclusionary conduct directly harmed competition. Without truthful pricing information and market transparency, consumers could not appreciate the value of standalone Wi-Fi Calling services. As a result, innovators like VoIP-Pal—whose DID-based routing technology is utilized by Wi-Fi Calling—were structurally excluded from the market. The false advertising thus served as a barrier to entry, reinforcing Defendants’ monopolistic control and stifling technological innovation.

229. No procompetitive justification exists for the Defendants’ coordinated advertising campaign. Misleading consumers about product availability and pricing serves no efficiency-enhancing purpose. Rather, Defendants’ conduct aimed solely to protect their existing market power by impeding the development of a competitive VoWi-Fi services

market that would have reduced prices, expanded consumer choice, and accelerated innovation.

230. The anticompetitive effect of Defendants’ coordinated advertising campaign was substantial. It preserved their monopoly over mobile voice communications, extended that monopoly into Wi-Fi Calling services, and blocked any viable competitive alternatives from emerging. The coordinated misrepresentation of Wi-Fi Calling as “no charge” foreclosed independent competition at both the consumer and licensing levels, depriving innovators and consumers alike of the benefits of a competitive market structure.

231. Plaintiff VoIP-Pal suffered direct and proximate antitrust injury as a result of Defendants’ monopolistic conduct. VoIP-Pal’s patented DID-based routing technology, which is utilized by Wi-Fi Calling systems, was rendered commercially nonviable because Defendants’ false advertising created a marketplace perception that Wi-Fi Calling was inseparable from bundled cellular service. VoIP-Pal lost licensing opportunities, revenue streams, market entry potential, and enterprise valuation due to Defendants’ exclusionary conduct.

232. Consumers, like the class representatives too, were likewise injured by Defendants’ monopolistic scheme. They were deceived about the nature and cost of Wi-Fi Calling, forced into unnecessary bundled purchases, and denied the competitive price reductions and service innovations that would have resulted from an open VoWi-Fi market. These harms reflect systemic injury to the competitive process, satisfying the antitrust injury element of a Section 2 claim.

D. RICO Predicate Acts: Forced Tying and False Advertising Laying the Foundation for Violation of the 1996 Telecommunications Act § 251(c)(3)

233. The Defendants’ pattern of racketeering activity, as defined under 18 U.S.C. § 1961(1), consists of multiple acts of commercial fraud and market exclusion. These acts constitute not only wire and mail fraud under 18 U.S.C. §§ 1341 and 1343 but also critical violations of antitrust law under the 1996 Telecommunications Act, which mandates that incumbent carriers provide competitors with unbundled, nondiscriminatory access to network elements. This includes essential VoWi-Fi technology like VoIP-Pal’s DID-based routing system, which the Defendants utilized in their IMS networks without license.

234. Despite relying on this infrastructure to reduce their own operating costs and scale their Wi-Fi Calling deployment, the Defendants refused to license or unbundle access to VoIP-Pal. This directly prevented VoIP-Pal from offering its own VoWi-Fi service, thereby violating Section 251(c)(3). The refusal to unbundle had no technical justification—only a commercial one: to block competition and preserve vertical control over voice routing.

1. The Modern Baby Bells And Their Rico Enterprise

235. The Defendants’ Enterprise Would Have Been Illegal in 1984—and Is More Egregious Today. This Complaint exposes a structural scheme in a pattern of racketeering activity and antitrust monopolization that would have been unlawful under the Ma Bell antitrust precedent—and is even more flagrant today because it is coordinated across three entities acting in lockstep as a RICO enterprise.

236. In 1984, the federal courts dismantled the AT&T monopoly because a single

corporation controlled the entire U.S. telephone system—from switching infrastructure to end-user billing. Today, AT&T, Verizon, and T-Mobile operate as separate corporate entities—but they have merged their behavior into a coordinated enterprise associated in fact. Together, they have monopolized the market for Wi-Fi Calling by bundling it with cellular voice and texting services, marketing it as “no charge,” and utilizing VoIP-Pal’s the DID-based routing system without licensing. In doing so, the Defendants have not only excluded VoIP-Pal from commercializing its own innovation, but the Defendants have also devalued the very technology essential to Wi-Fi Calling systems.

237. History is repeating itself, yet unlike the past Ma Bell scenario, the Defendants’ enterprise of today is even more dangerous: it is decentralized, harder to detect, and executed through coordinated fraud across corporate silos. It is precisely the kind of racketeering that Congress intended to remedy under 18 U.S.C. § 1962(c) of the RICO statute.

238. Prior to 1984, AT&T (“Ma Bell”) controlled virtually all telephone services nationwide, owning long-distance networks, switching centers, telephones, and even home wiring. The landmark antitrust decision dismantled this monopoly into regional Baby Bells to promote competition and prevent market abuse.

239. However, subsequent mergers reduced these entities into the three current national carriers:

- SBC reacquired **AT&T** and adopted its name.
- Bell Atlantic evolved into **Verizon**.
- BellSouth merged back into **AT&T**.
- US West became Qwest, which later merged into Lumen.

- Sprint itself had complicated ties to Baby Bell entities through mergers, although it was largely independent after the 1980s.
- In 2001, Deutsche Telekom AG — Germany’s largest telecommunications company — acquired VoiceStream Wireless for approximately \$35 billion. After the acquisition, VoiceStream was rebranded as T-Mobile USA.
- In 2020, **T-Mobile** merged with Sprint Corporation, another major wireless carrier

240. Thus, a dispersed market once again consolidated under three dominant brands.

2. Section 251 Was Designed to Prevent This Very Scheme

241. Congress enacted Section 251 of the Telecommunications Act of 1996 to prevent entrenched carriers from using their control of network infrastructure to exclude emerging technologies and competitors. The statute mandates that incumbent carriers must provide nondiscriminatory access to “network elements on an unbundled basis.” specifically 47 U.S.C. § 153(29) (formerly § 153(27)), defines a “network element” as:

“a facility or equipment used in the provision of a telecommunications service. Such term also includes **features, functions, and capabilities** that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and **information** sufficient for billing and collection or **used in** the transmission, **routing**, or other provision of a telecommunications service.”

242. The DID-based routing system developed by VoIP-Pal was utilized by AT&T, Verizon, and T-Mobile in their IMS networks, forming part of the technical basis for offloading billions of Wi-Fi calls. Yet VoIP-Pal was denied access, licensing, or a fair chance to compete—despite having developed technology utilized by the Defendants.

243. The Defendants’ refusal to unbundle Wi-Fi Calling, while simultaneously using VoIP-Pal’s technology, constitutes a direct violation of § 251(c)(3). Any argument that the statute does not apply to the Defendants as wireless carriers or because Wi-Fi Calling did not exist in 1996 is flatly contradicted by precedent, including *Verizon v. FCC*, 535 U.S. 467 (2002), where the Supreme Court confirmed that Section 251 applies to new technologies fulfilling equivalent telecommunications functions.

3. RICO Applies Today Because Three Defendant Companies Acted as One Enterprise

244. Section 251(c) of the Telecommunications Act of 1996 imposes affirmative duties on incumbent carriers and dominant mobile providers to provide interconnection and access to essential network elements on just, reasonable, and nondiscriminatory terms. These obligations include the duty to offer access to network elements on an unbundled basis, and to refrain from impairing the ability of competitors to provide standalone telecommunications services.

245. This case presents a novel legal question regarding §251(c)(3)’s applicability to Mobile Network Operators (MNOs) in the context of both non-discriminatory access to telecommunications infrastructure and technology licensing. The 1996 Telecommunications Act was written to break open bottlenecks in “local” voice markets, but the statute should be interpreted in a technology neutral manner so as not to freeze the definition of such bottlenecks in mid 1990s copper. Section 251(c)(3) obliges any “incumbent local exchange carrier” (ILEC) to give rival telecommunications carriers nondiscriminatory, unbundled access to essential facilities “at any technically feasible point.” That mandate should be applied to the three nationwide mobile network operators

(MNOs) for Wi-Fi Calling. MNOs function as de facto ILECs for Wi-Fi calling. Just as ILECs historically controlled the “local loop” for landline telecommunications, MNOs now control essential network elements required for Wi-Fi Calling. The three largest MNOs collectively control well over 90% of the U.S. wireless market, creating an oligopoly paralleling historical ILEC dominance, while serving as the primary voice providers for over 65% of American households. Under the Telecommunications Act, ILECs were required to provide unbundled access to network elements because they controlled bottleneck facilities competitors could not economically duplicate. Similarly, MNOs control bottleneck facilities for Wi-Fi Calling in their core networks (e.g., ePDG interfaces, IMS access points, PSTN interconnection), creating the same conditions §251(c)(3) was designed to address. Accordingly, given that the fundamental goal of the 1996 Act was to foster competition in the provision of telecommunications services, irrespective of the underlying technology, including unbundling where necessary to overcome bottlenecks, failing to now apply § 251(c)(3) to MNOs controlling essential VoWi-Fi infrastructure would allow a recurrence of the very problem the Act sought to solve – dominant carriers leveraging control over bottleneck facilities to stifle competition, albeit using newer IP and wireless technologies instead of copper wires.

246. Defendants AT&T, Verizon, and T-Mobile, by virtue of their control over the national mobile voice and data communications infrastructure, owed enforceable duties under Section 251(c) to provide unbundled, nondiscriminatory access to essential network functionalities, including those enabling Wi-Fi Calling services. They were required to facilitate competition by allowing rivals to interconnect and deploy innovative services like standalone VoWi-Fi calling without unnecessary bundling or discriminatory barriers.

247. Instead, Defendants willfully breached their Section 251(c) obligations by conditioning access to Wi-Fi Calling functionalities on the mandatory purchase of bundled cellular voice and texting services. They refused to unbundle Wi-Fi Calling from cellular service, despite the technological feasibility of offering Wi-Fi Calling independently. This conduct violated Defendants' statutory duty to provide unbundled network access and prevent competitive impairment.

248. Compounding this violation, Defendants engaged in a coordinated false advertising scheme by uniformly marketing Wi-Fi Calling as "no charge" or "included," when in reality it was only accessible to consumers who purchased bundled cellular plans. This false and deceptive messaging concealed the true cost of Wi-Fi Calling from consumers, suppressed market demand for standalone services, and prevented potential competitors like VoIP-Pal from gaining a commercial foothold.

249. The unlawful tying of Wi-Fi Calling access to cellular services, coupled with the false advertising campaign, formed part of a larger, coordinated pattern of racketeering activity. Defendants used interstate wires and mail systems to disseminate false advertising, contractually enforce bundling requirements, and perpetuate the concealment of standalone VoWi-Fi service options. This conduct constitutes predicate acts of wire fraud and mail fraud within the meaning of 18 U.S.C. §§ 1341 and 1343.

250. The pattern of racketeering activity aimed to preserve and extend Defendants' monopoly power over mobile voice communications by unlawfully excluding competition in the emergent Wi-Fi Calling market. By leveraging false advertising and illegal tying to prevent market transparency and to lock consumers into bundled services, Defendants maintained dominance not through superior products or efficiency, but through fraud and

abuse of regulatory duties.

251. No legitimate technical, network management, or consumer protection rationale justified Defendants' discriminatory refusal to unbundle Wi-Fi Calling functionalities. The Defendants' actions were designed solely to protect existing revenue streams and monopolistic control.

252. As a direct and proximate result of Defendants' violations of Section 251(c) and their associated pattern of racketeering, Plaintiff VoIP-Pal suffered severe commercial harm. VoIP-Pal was excluded from the VoWi-Fi market, lost licensing revenue, saw the competitive value of its innovations suppressed, and suffered devaluation of its enterprise. This injury flows directly from Defendants' exclusionary and fraudulent conduct.

253. Consumers were likewise harmed by being misled about the availability and cost of Wi-Fi Calling, forced into purchasing bundled services they did not need, and deprived of competitive, lower-cost VoWi-Fi alternatives. These consumer injuries reflect systemic anticompetitive harm of the very type the Telecommunications Act and RICO were intended to prevent.

254. Plaintiffs accordingly seek all appropriate legal and equitable remedies, including treble damages, injunctive relief, and attorneys' fees under applicable provisions of the Telecommunications Act, the Sherman Act, and the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. §§ 1962(c) and 1964). Plaintiffs respectfully request that the Court find Defendants in violation of Section 251(c), recognize that such violations form part of an actionable pattern of racketeering activity, and order relief sufficient to dismantle the unlawful barriers to competition erected by Defendants' coordinated scheme.

4. Why VoIP-Pal's Participation Strengthens the Class Action

255. VoIP-Pal, as lead plaintiff in this Class Action, brings more than its individual corporate interest—it represents a subset of the Class composed of over 5,000 of its own shareholders, most of whom are also subscribers with one or more of the Defendant carriers: AT&T, Verizon, or T-Mobile. These shareholders were injured both as consumers and as equity holders in a company whose proprietary DID-based routing system—a technology essential to the Wi-Fi Calling offloading infrastructure deployed by the Defendants—a technology that was unlawfully deployed without license or compensation.

256. VoIP-Pal's DID-based routing claims are not introduced here to litigate intellectual property. Rather, they are a part of the technical mechanism in the Defendants' "no charge" Wi-Fi Calling where access is tied to paid cellular calling plans that made the Class-wide harm. These routing claims were utilized in the call offloading operation at the heart of this lawsuit: the Defendants' scheme to tie Wi-Fi Calling to cellular plans, misrepresent it as "no charge," and extract value from both consumers and competitors simultaneously.

257. VoIP-Pal, as lead plaintiff in this Class Action, does not duplicate VoIP-Pal's separate antitrust claims here, yet its inclusion in the Class Action provides unique evidentiary and structural advantages. The participation of VoIP-Pal confirms:

- The mechanism of the fraud (Defendants' "no charge" Wi-Fi deployments tied to paid cellular calling plans, and the associated utilization of unauthorized DID-based routing systems as an essential technology);
- The economic structure of the offloading scheme;
- The shared injury between shareholders and subscribers, who were misled, overcharged, and denied choice.

258. In short, VoIP-Pal is not just a plaintiff. It is a technical witness, structural validator, and representative of harmed shareholders and subscribers. The Court should therefore recognize that VoIP-Pal’s role enhances, rather than duplicates, the Class Action, and provides the Court with the clarity and legal foundation necessary to dismantle the Defendants’ coordinated, system-wide fraud.

5. Why the “No Charge” Claim Devalues the Technology Itself

259. In addition to being excluded, VoIP-Pal’s technology has been devalued by the Defendants’ coordinated advertising campaign. By claiming that Wi-Fi Calling is “no charge,” the Defendants have stripped the perceived value from VoIP-Pal’s DID-based routing system. But Wi-Fi Calling is not free. Subscribers may not be fully aware they fund Wi-Fi Calling with their plan charges and their own broadband charges. Carriers incur a tangible cost to route Wi-Fi calls, which are substantially less than cellular calls, and which could be billed to subscribers but are not as the Defendants misleadingly require cellular calling to access Wi-Fi Calling. In effect, subscribers are charged for calls that never touch a carrier tower.

260. What is worse, the “no charge” narrative makes VoIP-Pal’s innovation appear worthless—despite the fact that it contributes to the very offloading architecture that saved the Defendants \$209.47 billion in infrastructure costs over six years. This strategic devaluation of VoIP-Pal’s innovation is not just anticompetitive—it is deeply fraudulent. The Defendants profited from the use of VoIP-Pal’s DID-based routing system while branding the service as valueless. That alone warrants treble damages under RICO and permanent injunctive relief under the Sherman, Clayton, and Telecommunications Acts.

E. Legal Foundation: Three Cases That Prove Defendants Engaged in Structural Fraud, Market Harm, And Competitive Exclusion

261. This case does not arise from technical patent infringement or incidental billing mistakes—it arises from structural fraud intentionally built into the core of the wireless voice market. A single system, deployed without license, enabled three dominant carriers—AT&T, Verizon, and T-Mobile—to:

- Systematically exclude VoIP-Pal, an innovator whose technology is utilized in the Defendants’ fraudulent scheme surrounding Wi-Fi Calling,
- Illegally tie Wi-Fi Calling to cellular voice and texting plans, and
- Deceive hundreds of millions of subscribers while simultaneously preventing VoIP-Pal from offering, licensing, or monetizing its own Wi-Fi Calling platform.

262. The following landmark cases clarify exactly what is meant by “structural fraud,” confirm the appropriateness of this federal Court forum over patent-specific litigation, and underscore why the RICO statute provides the proper legal foundation for the other antitrust claims in this action.

263. Microsoft Corp. v. Netscape (U.S. v. Microsoft, 253 F.3d 34 (D.C. Cir. 2001))

264. Violation: Sherman Act § 1 – Unlawful tying and market foreclosure.

265. Court’s Holding: Microsoft violated antitrust laws by bundling Internet Explorer with its Windows operating system, effectively excluding Netscape from the browser market. The Court clarified that companies may not use one product to compel the purchase of another, especially when the arrangement substantially harms competition.

266. Application to the Case: Here, AT&T, Verizon, and T-Mobile adopted the identical tactic: they bundled Wi-Fi Calling with cellular voice and texting plans,

intentionally refused to offer standalone Wi-Fi Calling, and thereby prevented VoIP-Pal from offering its own VoWi-Fi services. This forced bundling is precisely the type of structural antitrust violation identified in Microsoft—an intentional strategy designed to eliminate consumer choice and exclude VoIP-Pal’s lawful entry.

267. Eastman Kodak Co. v. Image Tech. Servs. (504 U.S. 451 (1992))

268. Violation: Sherman Act § 2 – Infrastructure control used to eliminate competition.

269. Court’s Holding: Kodak unlawfully leveraged its monopoly over proprietary replacement parts to exclude independent service providers from competing in the servicing market. The Supreme Court held that companies may not exploit control over essential infrastructure—even if originally created by the defendant—to unlawfully foreclose market entry.

270. Application to the Case: The Defendants used VoIP-Pal’s DID-based routing system, technology essential to Wi-Fi Calling, and refused to license it, and through its deployment anticompetitively denied VoIP-Pal all access to the market. This case involves the Defendants leveraging appropriated control of VoIP-Pal’s technology to block VoIP-Pal from competing. As with Kodak’s unlawful conduct, this was a deliberate act of structural exclusion.

271. Caribbean Broadcasting v. Cable & Wireless (148 F.3d 1080 (D.C. Cir. 1999))

272. Violation: Telecommunications Act § 251(c)(3) – Refusal to provide unbundled access to essential network infrastructure.

273. Court’s Holding: The Court ruled that a telecommunications provider violated federal law by refusing to share essential routing infrastructure, particularly when such refusal effectively prevented competitors from entering the market. This conduct

constituted a clear breach of the legal duty to provide unbundled interconnection.

274. Application to the Case: AT&T, Verizon, and T-Mobile did precisely what the Court in Caribbean Broadcasting deemed unlawful. The Defendants utilized VoIP-Pal's patented DID-based routing system in their IMS cores without license, refused to unbundle or provide licensing access, and structurally foreclosed VoIP-Pal's competitive entry into the Wi-Fi Calling market. Congress enacted Section 251 of the Telecommunications Act to prevent this very type of conduct.

275. "Structural fraud" is not about technical oversights or billing errors. It refers to a fraud that is embedded in the core of a business model. It means VoIP-Pal was intentionally and systematically excluded from the VoWi-Fi market. The technology VoIP-Pal developed was used, without license, in the Wi-Fi Calling systems of the Defendants. At the same time, consumers were tied to cellular calling plans and overbilled for a service that did not use cellular towers while being denied access to unbundled, cheaper alternatives.

276. And every aspect of the Defendants' business—from pricing to advertising to technical infrastructure—was designed to suppress competition and conceal the truth. This is not occasional misconduct. It is enterprise-wide exclusion, embedded in contracts, networks, and strategy.

F. Real-World Harm to Subscribers: Economic Injury to Millions of Consumers

277. The Defendants' conduct was not merely a technical routing scheme or a legal oversight—it caused real, tangible financial harm to millions of subscribers, month after month, bill after bill. This deceptive billing practice directly impacted millions of individuals, families, seniors, and working-class households nationwide. Far from an

obscure technical detail, this deceptive practice appeared clearly on subscribers' monthly statements—misrepresented to consumers as a “no charge” or “included” feature, while embedding full-priced cellular charges.

278. Illustrative examples of the direct economic injury to subscribers include:

- A senior citizen residing in a nursing home, who relies exclusively on Wi-Fi Calling, yet is billed approximately \$45 per month for cellular voice services that are neither utilized nor necessary.
- A working mother residing in a rural community, who depends on Wi-Fi Calling due to limited cellular service availability, yet is compelled to pay for a cellular voice and texting bundle that is neither necessary nor requested.
- A low-income family of four, burdened with monthly payments totaling approximately \$180 for mandatory bundled services, even though an unbundled and competitively priced standalone VoWi-Fi alternative could have been provided for as little as \$20 per month.

279. Consumers affected by these practices were never provided meaningful choices. Instead, they faced compulsory bundled service packages, deceptively advertised as “free” Wi-Fi Calling services, which concealed hidden fees and unnecessary cellular charges.

280. This widespread consumer injury constitutes precisely the type of market foreclosure, deceptive trade practice, and enterprise-level misconduct that federal antitrust, telecommunications, and RICO statutes were enacted to prevent. Nonetheless, for six years, the Defendants' unlawful conduct proceeded unchecked, resulting in substantial economic injury to millions of consumers nationwide

G. Equitable Lien on Subscriber Payments and Offloading Savings

1. Introduction: The Independent Legal Basis of the Class’s Equitable Lien

281. This Class Action does not merely allege violations of statutory law. It also asserts a standalone equitable claim—one grounded in centuries of American legal tradition that empowers courts to restore ill-gotten gains when one party extracts money from another through deception, coercion, or market manipulation. The equitable lien sought here arises under Restatement (Third) of Restitution and Unjust Enrichment § 48, which provides a remedy for unjust enrichment where a defendant has retained proceeds derived from coercive or deceptive payments made by the plaintiff.

282. In this case, 373 million U.S. mobile subscribers were forced to pay for bundled cellular service in order to access what the Defendants advertised as “free” or “included” Wi-Fi Calling. There was no option to purchase Wi-Fi Calling independently, no disclosure of the fact that voice calls were being routed over subscriber-funded Wi-Fi networks, and no transparency about the infrastructure deployed to accomplish this offloading. Behind the scenes, the Defendants embedded unlicensed, DID-based routing systems—without disclosure and without offering an unbundled alternative. They continued to charge subscribers full cellular prices while rerouting calls over Wi-Fi, generating over \$209.47 billion in monetized infrastructure savings and subscriber billing revenue between 2018 and 2024. These gains are not abstract—they are specific, measurable, and directly traceable to the Class’s coerced participation in this tied service structure.

283. As the Supreme Court made clear in *Sereboff v. Mid Atlantic Medical Services, Inc.*, 547 U.S. 356 (2006), an equitable lien does not require the plaintiff to own the underlying asset, so long as the funds or benefits retained by the defendant are specific,

traceable, and unjustly obtained. That is exactly the case here: the Class was compelled to pay the Defendants who falsely advertised “no charge” services, while in reality, bundled access to Wi-Fi Calling with paid cellular plans monetizing the offloading and abusing the Wi-Fi networks the Class funded. The Class’s equitable lien is not a fallback—it is a parallel legal remedy, independent of and complementary to the statutory claims under the Sherman Act, Clayton Act, Telecommunications Act § 251, and RICO. While those statutes seek to stop unlawful conduct and compensate for overcharges, the equitable lien secures the Class’s continuing interest in the proceeds unjustly retained by the Defendants. Equity, in this context, demands a simple remedy: the Defendants may not continue to profit from a structure that extracted money from subscribers under false pretenses and deny them choice.

2. The Class’s Equitable Lien

284. Under Restatement (Third) of Restitution and Unjust Enrichment § 48, courts may impose an equitable lien or constructive trust where:

- A plaintiff pays money into a service or system based on false representations or coercion;
- The defendant retains that money or value, knowingly benefitting from the distortion;
- The gain is traceable to the plaintiff’s coerced or deceptive payment, and no competitive alternative was offered.

285. Comment (b) to § 48 emphasizes that unjust enrichment need not arise from the misappropriation of property—it is sufficient that the proceeds retained by the defendant would not exist without the plaintiff’s coerced participation. In other words, when the Class is compelled to pay for cellular plans just to access Wi-Fi Calling—a service routed over

alternative infrastructure—the profits collected are subject to equitable recovery. The Class alleges that the Defendants utilized DID-based routing systems with Wi-Fi Calling, and offered no unbundled access requiring every subscriber to buy full cellular voice/texting plans to access a service that technically cost the carriers little to nothing. In doing so, the Defendants obtained specific, traceable benefits—subscriber payments and infrastructure cost savings—that would not have existed but for the tied sales structure. Thus, under § 48, the Defendants’ enrichment is unjust not because they took the Class’s property, but because they extracted money from the Class under a coercive, deceptive scheme to restrict access to standalone Wi-Fi Calling alternatives.

286. The Class seeks the imposition of an equitable lien or constructive trust over the subscriber revenue streams, monetized infrastructure savings, and platform-level billing systems used by AT&T, Verizon, and T-Mobile to support Wi-Fi Calling access through bundled cellular plans. The Class asserts that even if the statutory counts were to be dismissed or limited, the Court would retain full authority to award equitable relief under § 48. This relief is not duplicative, but remedial: it restores to the Class what they were compelled to pay into a service falsely marketed as free, structurally tied to other paid services, and ultimately powered by concealed and unauthorized technical infrastructure.

287. In *United States v. Dish Network, LLC*, 954 F.3d 970 (7th Cir. 2020), the court affirmed that software-based service platforms used to execute deceptive or fraudulent schemes can be subject to equitable relief, including injunction and constructive trust. The Defendants’ Wi-Fi Calling systems functioned similarly: a software and infrastructure platform utilized in the misrepresentation of the nature of Wi-Fi Calling as a “no charge” service and monetize by tying to full-price cellular calling subscriptions.

288. *eBay Inc. v. MercExchange, LLC*, 547 U.S. 388 (2006), further affirms that courts may grant injunctive and equitable relief when a service platform integrates unauthorized infrastructure or functions to extract economic gain—particularly where traditional damages do not provide full redress. The Class is not asking for compensation for loss of access or ownership—it seeks return of the funds it was forced to pay under false pretenses.

289. The Class’s equitable lien satisfies all legal requirements:

- The Defendants retained a specific, quantifiable financial benefit—\$209.47 billion—made possible only through forced subscriber payments tied to a deceptively marketed system.
- These proceeds are traceable to the Class’s billing history, service agreements, and usage patterns.
- The unjust gain is ongoing, as the Defendants continue to operate Wi-Fi Calling in the same tied configuration.

290. Accordingly, the Class respectfully requests that the Court impose an equitable lien or constructive trust over the revenue streams, billing systems, and subscriber payments tied to the Defendants’ Wi-Fi Calling architecture.

H. Piercing the Corporate Veil: Director Liability

1. Why “No Charge” Was a Fraud—and Why It Triggers Executive and Director Liability

291. This case is not about billing disputes. It is not about licensing disagreements. It is about a deliberate enterprise-wide fraud, executed by three of the most powerful telecommunications companies in the United States: AT&T, Verizon, and T-Mobile. These Defendants falsely marketed Wi-Fi Calling as “no charge”, while:

- Forcing consumers to purchase bundled cellular calling and texting just to access it;
- Using consumer-paid Wi-Fi networks to deliver those calls without using their own towers;
- Utilizing the Lead Plaintiff's DID-based routing system in their Wi-Fi Calling systems, use which was never authorized and never licensed.

292. They knew what they were doing. Their executives and directors approved it. And now, the corporate veil must be pierced—because this is not ordinary mismanagement. It is a violation of four federal laws, including the RICO Act, the Sherman Act, the Clayton Act, and the Telecommunications Act.

293. All 373 million U.S. subscribers were tied into bundled plans. Every subscriber was charged as if towers were used, when the call ran over their own Wi-Fi. The “no charge” claim concealed the cost of infrastructure that was already embedded in their cellular bill. Consumers were blocked from accessing competitive VoWi-Fi services—a textbook market foreclosure in violation of both Sherman § 1–2 and Clayton § 3 & § 5. This conduct not only violated antitrust statutes—it was sustained through mail fraud, wire fraud, and systemic concealment, placing it squarely under RICO.

2. Why This Pierces the Corporate Veil

294. Defendants' executives and directors cannot hide behind the corporate form to escape liability for the systemic fraud they designed, approved, and profited from. This case is not about aggressive competition or strategic business judgment. It is about calculated deception, engineered market exclusion, and corporate racketeering masquerading as legitimate telecommunications services.

295. The fraudulent marketing of Wi-Fi Calling as “no charge” was not an accident. It

was a deliberate, enterprise-wide campaign crafted in boardrooms, approved by corporate officers, and pushed across advertising platforms, billing systems, and subscriber contracts. Executives knew that Wi-Fi Calling was not free. They knew it was locked behind bundled cellular plans, and they knew consumers were still being billed full price for cellular infrastructure even when calls traveled over subscriber-funded Wi-Fi networks. The “no charge” language was a fraud at scale, and it served one purpose only: to keep consumers locked into overpriced, unnecessary cellular plans while crushing any competitive threat from innovators like VoIP-Pal.

296. The illegal tying of Wi-Fi Calling to mandatory cellular purchases was another pillar of the fraud. Defendants’ leadership teams deliberately refused to unbundle access to Wi-Fi Calling, even though the technology was fully capable of operating independently. They maintained this tying arrangement because it guaranteed billions in revenue and prevented new entrants from offering lower-cost, Wi-Fi-first alternatives. By enforcing these illegal bundles through subscriber contracts and billing systems, executives built a commercial fortress around mobile voice services — one sustained not by innovation, but by coercion and deceit.

297. At every stage, Defendants’ directors and executives oversaw the exclusion of competitors. They adopted internal strategies to prevent MVNOs and independent providers from offering Wi-Fi-first plans. The Defendants utilized VoIP-Pal’s DID-based routing system within their network cores with Wi-Fi Calling all the while denying licensing opportunities to VoIP-Pal and others. They engineered a closed market where no consumer could access Wi-Fi Calling without paying tribute to Defendants’ bundled voice products. This was not incidental conduct; it was the business model.

298. Profits from this scheme flowed directly to corporate executives and directors.

Executive bonuses, compensation packages, and stock valuations ballooned as a direct result of artificially preserved market dominance. Every false advertisement, every tied contract, every suppressed competitor was another brick in a wall designed to protect corporate profits through fraud. The individuals who authorized, executed, and profited from these practices cannot now claim the protections of corporate separateness.

299. When executives deliberately deploy fraud as a business strategy, they cross the line from business judgment into racketeering. When false advertising, illegal tying, and competitor exclusion become structural policies rather than isolated events, the corporate veil dissolves. The law does not protect corporate actors who transform their companies into engines of deception and exclusion. The Defendants' enterprise was not just fraudulent; it was designed to appear legitimate on the surface while carrying out a coordinated scheme to deceive consumers, suppress innovation, and enrich insiders. The carriers' reputations as trusted communications providers were weaponized against their own customers and against VoIP-Pal, whose innovations are essential in Wi-Fi Calling systems. The fraud here did not merely occur within the companies — it was the companies.

300. Plaintiffs respectfully request that the Court recognize the true nature of Defendants' conduct. The individuals who orchestrated and approved this enterprise-wide fraud must be held personally accountable. Corporate titles, internal hierarchies, and layers of bureaucracy cannot shield executives who knowingly turned their companies into instruments of racketeering.

3. Key Precedents Supporting Executive and Director Liability

301. *Lawlor v. District of Columbia*, 758 A.2d 964 (D.C. 2000). Holding: “The corporate veil may be pierced when individuals misuse corporate protections to perpetrate fraud, resulting in harm to the public.”
302. **Application to the Case:** The directors’ approval of the “free Wi-Fi Calling” narrative—despite internal knowledge of bundled cost inflation—mirrors the fraudulent public harm at issue in *Lawlor*. RICO and antitrust violations are not protected by corporate form when directors approve and perpetuate the fraud.
303. *District Cablevision Ltd. P’ship v. Bassin*, 828 A.2d 714 (D.C. 2003). Holding: Directors who knowingly approve deceptive trade practices that harm D.C. residents can be held individually liable under consumer protection law.
304. **Application to the Case:** Over 700,000 mobile subscribers in the District of Columbia were forced into bundled plans to access Wi-Fi Calling. This creates jurisdictional standing for local veil-piercing.
305. *United States v. Microsoft Corp.*, 253 F.3d 34 (D.C. Cir. 2001): Holding: “A firm may not tie two separate products... when the practice forecloses competition in the tied product market.”
306. **Application to the Case:** Like Microsoft tying Internet Explorer to Windows to kill Netscape, the Defendants here tied Wi-Fi Calling to cellular voice/text plans, killing off standalone VoWi-Fi services like those VoIP-Pal could offer.
307. *Boyle v. United States*, 556 U.S. 938 (2009): Holding: An enterprise may consist of any group associated in fact for a common purpose.
308. **Application to the Case:** The boards and legal teams of the three carriers operated

as an informal enterprise. They adopted identical marketing, pricing, and unbundling strategies. This structure alone satisfies RICO enterprise requirements.

309. *Cedric Kushner Promotions v. King*, 533 U.S. 158 (2001). Holding: A corporate officer is personally liable under RICO for racketeering acts committed on behalf of the corporation.

310. Application to the Case: Legal counsel, marketing heads, and CEOs approved fraudulent disclosures, pricing structures, and license denials across all three carriers.

311. *Stone v. Ritter*, 911 A.2d 362 (Del. 2006). Holding: Directors are personally liable where they “utterly fail” to implement oversight to detect and prevent corporate misconduct.

312. Application to the Case: Directors and legal executives at AT&T, Verizon, and T-Mobile received internal compliance reports and had knowledge of Section 251 unbundling requirements. Their continued silence after the public filing of this Complaint in August 2024 compounds their personal liability. VoIP-Pal and all 373 million class members continued to be harmed after notice.

313. *United States v. Philip Morris USA Inc.*, 566 F.3d 1095 (D.C. Cir. 2009). Holding: Corporate officers cannot use their titles to insulate themselves from liability when they manage or approve misleading advertising that harms consumers.

314. Application to the Case: Senior executives from all three companies approved uniform language on customer bills and websites. Every subscriber was told Wi-Fi Calling was “included” while forced to buy cellular service to use it. That is textbook fraud.

4. Directors Are Not Protected When the Enterprise Is a Racketeering Vehicle

315. The directors and general counsel of AT&T, Verizon, and T-Mobile are not

detached third parties to the fraudulent scheme alleged in this action. They are the architects of a coordinated bundling strategy that unlawfully foreclosed competition in the mobile voice and Wi-Fi Calling markets. They approved deceptive pricing models and systematically denied licensing opportunities to innovators like VoIP-Pal. They enabled the hoarding of essential network infrastructure, in direct violation of federal telecommunications law, in order to maintain and extend Defendants' collective market dominance.

316. This misconduct transcends mere corporate mismanagement or poor governance. It constitutes an enterprise-wide fraud that violated Section 251 of the Telecommunications Act by refusing to unbundle access to critical network elements. It suppressed competition in violation of the Sherman Act and the Clayton Act by tying Wi-Fi Calling access to full cellular service purchases and eliminating alternative market entry. Furthermore, the scope, duration, and coordination of Defendants' conduct satisfy the pattern, continuity, and enterprise elements required to establish liability under the RICO Act.

317. RICO § 1964(c) allows for civil damages directly from individual directors. Treble damages and injunctive relief apply. The corporate veil is pierced because the corporation itself became the instrument of fraud.

I. Final Legal Takeaway: Why the Structural Aspect Matters

318. The fraud perpetrated by the Defendants is structural because it relied upon:

- A DID-based routing system capable of classifying and routing calls based on destination identifiers (DIDs)—a system used in their Wi-Fi Calling deployments that enabled Defendants to offload Wi-Fi calls from more expensive cellular networks to less expensive Wi-Fi pathways. While the underlying call routing infrastructure is based on

the same technical principles developed by VoIP-Pal, the harm asserted in this Class Action arises from how the Defendants deployed that routing system in their efforts to mislead, overbill, and extract economic value from 373 million mobile subscribers nationwide. Whether or not the Defendants used VoIP-Pal's specific DID claims, the functionality of DID-based classification was essential to executing the offloading scheme, which underlies the coordinated fraud at the center of this case.

- A mandatory bundling requirement—forcing every subscriber to purchase cellular voice/texting just to access Wi-Fi Calling.
- A single narrative of deception—marketing the service as “included” or “free,” while hiding the infrastructure used and overbilling for services not rendered.

319. This behavior was coordinated. It was not competitive. And it is explicitly prohibited by:

- RICO – 18 U.S.C. § 1962(c)
- Sherman Act – §§ 1 and 2
- Clayton Act – § 3
- Telecommunications Act – § 251(c)(3)

320. The legal precedents are clear and controlling. Microsoft, Kodak, and Caribbean Broadcasting each provide direct analogues confirming that VoIP-Pal's exclusion and the Defendants' conduct constitute unlawful, structural market foreclosure. These rulings affirm the need for antitrust and telecommunications enforcement—and in this case, RICO provides the unifying legal foundation and structure to address the full scale of the harm.

J. How VoIP-Pal Exposes This Structural Fraud

1. Introduction

321. This Class Action is not about isolated billing mistakes or patent infringement. It is about a nationwide racketeering scheme orchestrated by AT&T, Verizon, and T-Mobile to defraud 373 million mobile subscribers by charging full cellular rates for calls that were rerouted over Wi-Fi networks. At the heart of this fraud was DID-based routing systems for classifying and routing calls based on Direct Inward Dialing (DID)—a system essential to Wi-Fi Calling and offloading—a fraud that included deceptive billing practices that extracted billions from consumers.

322. These Defendants did not act as competitors. They operated as a single RICO enterprise. Together, they:

- Tied access to Wi-Fi Calling to bundled cellular services,
- Advertised Wi-Fi Calling as “no charge” when it was locked behind paid services,
- Deployed DID-based call routing across their IMS infrastructures,
- And uniformly blocked any standalone or unbundled alternative from reaching the market for VoWi-Fi services.

323. This Class Complaint reveals a coordinated scheme of parallel conduct, structured fraud, and enterprise-level exclusion. VoIP-Pal’s technical platform—while not asserted here as a property claim—exposes the very infrastructure the Defendants used to carry out this systemic deception.

2. Parallel Conduct

324. AT&T, Verizon, and T-Mobile moved in lockstep. All three:

- Required paid cellular service to access Wi-Fi Calling,
- Marketed Wi-Fi Calling as “included” or “free,”
- Embedded DID-based routing systems into their IMS cores, essential in Wi-Fi Calling and offloading calls,
- Refused to offer standalone Wi-Fi Calling to any consumer segment.

325. This behavior cannot be explained by coincidence. In *Interstate Circuit v. United States*, 306 U.S. 208 (1939), the Supreme Court held that parallel behavior among competitors—absent legitimate justification—can justify an inference of conspiracy.

326. Application to the Class Action: Each Defendant could have broken rank to gain market share by offering standalone Wi-Fi Calling at a lower price. None did. Instead, they preserved the same pricing model, tied access to cellular bundles, and used the same technical methods to route calls. That uniformity—in pricing, access, marketing, and infrastructure deployment—points directly to a coordinated enterprise.

3. Plus Factors

327. Under *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007), courts evaluate “plus factors” that confirm collusion beyond mere parallel conduct. In this case, the plus factors are compelling:

- Each Defendant had the same motive: preserve market dominance and suppress cheaper alternatives.
- Each acted against its own economic interest by failing to offer cheaper, standalone Wi-Fi Calling options that would have attracted millions of subscribers.
- Each adopted the same offloading strategy while continuing to bill for cellular service, relying

on essential DID-based routing technology to avoid network costs.

328. These irrational and uniform actions support the inference of a coordinated, anticompetitive conspiracy—not isolated market behavior.

4. Motive and Opportunity to Collude

329. In *Theatre Enterprises v. Paramount*, 346 U.S. 537 (1954), the Court recognized that conspiracy can be inferred when defendants have both motive and opportunity to coordinate conduct. In this case:

- The carriers shared industry committees, standards bodies, and FCC rulemaking discussions.
- They implemented interoperable IMS infrastructures that utilized identical DID-Based routing technology as essential for offloading.
- They consistently blocked unbundled access, even when unbundling would benefit both consumers and innovation.

330. Application to the Class Action: These carriers had multiple opportunities to differentiate their offerings and compete on price. They chose instead to maintain a uniformly deceptive pricing model and conceal how subscribers' calls were actually routed. The motive and opportunity to collude were present—and were seized upon.

5. Economic Irrationality Without Collusion

331. In *American Tobacco Co. v. United States*, 328 U.S. 781 (1946), the Court held that uniform irrational behavior in a competitive market strongly implies collusion. If these carriers were truly competing:

- At least one would have offered unbundled, low-cost Wi-Fi Calling to seize market share.
- At least one would have cut prices or emphasis that calls being offloaded over Wi-Fi are much

less expensive than cellular calling.

332. None did. Instead, all three adopted the same scheme:

- Tie Wi-Fi Calling to paid cellular plans,
- Block standalone competition,
- Preserve deceptive advertising.

333. This lockstep behavior—especially where it defies individual economic incentives—reveals a RICO-level association-in-fact and confirms collusive intent under federal antitrust law.

6. No Legitimate Business Justification

334. In *Eastman Kodak Co. v. Image Tech. Servs.*, 504 U.S. 451 (1992), the Supreme Court rejected the notion that a firm may use its market power in one area to foreclose competition in another without legitimate business reasons. The Defendants had no legitimate justification for tying Wi-Fi Calling to cellular service:

- Wi-Fi calls were offloaded at little to no cost to the carrier,
- No spectrum or cellular towers were used,
- No technical requirement forced the bundling.

335. Instead, the Defendants misled consumers, refused unbundled access, and maintained inflated pricing. This was not business judgment—it was coordinated exclusion designed to extract economic value from Class members while preserving an artificial price floor across the entire industry.

CLASS ACTION CERTIFICATION UNDER RULE 23

336. This class action is brought on behalf of approximately 373 million U.S.

smartphone subscribers who were systematically deceived, overbilled, and denied market alternatives by a coordinated enterprise composed of AT&T, Verizon, and T-Mobile. VoIP-Pal, the Lead Plaintiff, together with the other Plaintiffs are uniquely positioned to represent this class.

A. Class-Wide Liability of Defendants Is Based on the Use of DID-Based Routing—Not Its Origin

337. The legal foundation for class-wide liability of the Defendants does not depend on whether the Defendants’ deployment of Direct Inward Dialing (DID)-based call routing systems originated from VoIP-Pal or another source. This Complaint does not rest on claims of patent infringement or ownership. Rather, it asserts that the Defendants’ liability arises from a structural and coordinated scheme that unlawfully tied access to Wi-Fi Calling to the purchase of cellular voice and texting services and misrepresented the bundled Wi-Fi Calling as a “no charge” addon, and in the process utilizing VoIP-Pal’s DID-based routing system in violation of federal law.

338. The gravamen of the claim is not the proprietary source of the technology but its deployment within an anticompetitive framework. Defendants implemented DID-based routing systems in the delivery of Wi-Fi Calling services while making such access contingent on the mandatory purchase of bundled cellular services. This tying arrangement is both commercially coercive and legally impermissible. The Defendants offload billions of calls from carrier-owned towers onto subscriber-funded Wi-Fi networks, realize substantial infrastructure cost savings, and market Wi-Fi Calling as a “no charge” feature—all while preventing and ultimately foreclosing competitive market entry.

339. Critically, the functionality of VoIP-Pal’s DID-based routing technology, which is

used to classify a call as on-net or off-net and to determine where a callee may be reached across private networks, is essential to the operation of Wi-Fi Calling as deployed by the Defendants. This architecture created a technical and commercial dependency between the tied product (cellular calling) and the feature utilized (DID-based Wi-Fi call routing).

340. The Defendants' unlawful tying scheme thus activated and monetized a system of call classification and routing—regardless of who developed or owns the routing system. By gating Wi-Fi Calling behind paid cellular services, the Defendants artificially linked two technologically distinct services and moreover utilized VoIP-Pal's DID-based routing technology to suppress competition, obscure cost savings, and secure unjust enrichment. The Class does not seek relief based on the origin or ownership of the routing technology. Instead, it asserts that liability flows from the existence and enforcement of an unlawful tying arrangement, the use and integration of DID-based routing functionality within that arrangement, and the economic enrichment derived from deploying such systems in a manner that foreclosed competitive entry, suppressed consumer choice, and defrauded the market.

341. This conduct affected all class members equally and systematically, constituting a uniform structural harm. The Defendants' coordinated actions, not the provenance of the routing technology, are what give rise to antitrust, telecommunications, and RICO liability.

342. In addition to the statutory violations detailed in this Complaint, the Class asserts an independent claim for equitable restitution through the imposition of an equitable lien. This remedy arises from long-standing principles of federal equity jurisprudence and is codified in the Restatement (Third) of Restitution and Unjust Enrichment, § 48. Under that provision, courts may impose an equitable lien to restore unjustly retained benefits when

specific conditions are met. Unlike legal remedies that seek compensatory damages, an equitable lien focuses on restoring a particular asset or identifiable value to the rightful party, even if no formal contract exists between the parties involved.

343. Applied to the facts of this case, the Defendants clearly satisfy all three conditions for the imposition of an equitable lien. The Defendants utilized DID-based routing systems in the delivery of Wi-Fi Calling to millions of subscribers, generating enormous infrastructure cost savings and market advantages. the benefit derived from offloading traffic onto Wi-Fi networks and utilization of VoIP-Pal's DID-based routing technology was inseparably linked to the tied purchase of a separate product. The Class therefore seeks restitution of the unjust enrichment gained through this scheme, and the Court is authorized to preserve that value for eventual restitution through the equitable imposition of a lien on the revenues, savings, or other assets traceable to the misconduct.

B. Representation Statement: Why VoIP-Pal's Role as Lead Plaintiff Strengthens the Class

344. VoIP-Pal is not only the innovator of the DID-based routing system utilized in the Wi-Fi Calling deployments of the Defendants, but also represents over 5,000 U.S.-based shareholders—many of whom are also subscribers directly harmed by the Defendants' fraudulent conduct. This hybrid position strengthens the class in two ways:

- **Technological and Legal Centrality** – VoIP-Pal's routing system is the technical foundation of the enterprise fraud, giving the Court a factual basis for causation, infrastructure concealment, and exclusionary conduct.
- **Direct Economic and Consumer Harm** – VoIP-Pal's subscribers suffered the same injury as

the rest of the class: they were forced into bundled cellular plans under the false pretense that Wi-Fi Calling was “no charge.”

345. VoIP-Pal serves as the lead plaintiff not on the basis of asserting exclusive rights over its DID-based routing system claims, but on the basis of:

- Its representative role on behalf of subscribers and shareholders,
- Its unique insight into the mechanics of DID-based routing,
- And the harm suffered by over 5,000 of its shareholders, many of whom are also subscribers of the Defendants.

346. These shareholders suffered direct economic harm from the Defendants’ unlawful offloading scheme. The scheme increased corporate profits by undercutting lawful innovators. It also devalued investments in companies excluded from the tied market and distorted the telecommunications industry through broad concealment and exclusion.

347. VoIP-Pal holds legal standing as a representative plaintiff based on several independent and reinforcing factors. First, it possesses a substantial financial interest in the outcome of this litigation. As a publicly traded company whose shareholder value was directly affected by the Defendants’ conduct, VoIP-Pal stands to recover economic losses on behalf of both itself and its investor base. This financial stake aligns its interests with those of the broader Class, particularly where subscriber and shareholder injuries overlap. Additionally, VoIP-Pal maintains close ties to many of the affected subscribers, including individuals who were both shareholders and wireless customers impacted by the Defendants’ tying scheme.

348. Beyond its economic interest, VoIP-Pal brings a unique technical perspective that strengthens its representative capacity. The company is well-positioned to articulate the

mechanics of DID-based routing and to explain how that infrastructure was deployed in a manner that harmed both consumers and market participants. Its ability to connect the technical elements of the breach to the economic consequences experienced by subscribers and investors enhances the clarity, credibility, and completeness of the Class’s claims. This dual capacity—to explain both what happened and why it matters—further justifies VoIP-Pal’s appointment as lead plaintiff.

349. By appointing VoIP-Pal as Lead Plaintiff, the class gains a plaintiff that embodies both the source of the fraud and the target of the harm—making it the most appropriate and representative party under Rule 23(a) and 23(b). Given VoIP-Pal’s unique suitability, the class readily satisfies the certification requirements under Rule 23(a) and 23(b).

1. VoIP-Pal Is the Inventor of the System That Powered the Fraud

350. The enterprise fraud described in this Complaint would not have been possible without the DID-based routing system developed by VoIP-Pal. This system determines whether a call can remain on-net or must be routed off-net, contributes to how Wi-Fi offloading is used within IMS architecture, and facilitates on-net endpoint routing. Despite not being licensed, this patented system became essential to Wi-Fi Calling of the forced tying scheme. The Defendants deceptively marketed Wi-Fi Calling as a “no charge” service, tied it directly to cellular calling and texting plans, and subsequently billed subscribers as though legacy infrastructure had been utilized. VoIP-Pal’s innovation thus directly played a part in the Defendants enabling the fraud, with carriers deliberately building their entire model around a system essential to Wi-Fi Calling. These facts place VoIP-Pal squarely at the factual and legal center of this litigation.

2. VoIP-Pal Is Also a Consumer-Aligned Plaintiff

351. VoIP-Pal is not merely an inventor; it also directly represents more than 5,000 U.S.-based shareholders, many of whom are current subscribers of AT&T, Verizon, and T-Mobile. This direct connection creates an immediate link between the innovator and the broader injured class, enabling identification and quantification of early, traceable harms that can be readily modeled and presented. In short, VoIP-Pal does not represent the class from a remote or abstract position—it is an integral part of the very class it seeks to represent. This dual standing—as both excluded innovator and defrauded consumer—precisely positions VoIP-Pal as the ideal lead plaintiff for this case.

3. VoIP-Pal’s Role Creates a Procedural and Evidentiary Advantage for the Entire Class

352. By simultaneously asserting structural market harm and consumer deception, VoIP-Pal positions the Court to anchor early damages modeling and liability rulings directly to a concrete and identifiable subset of real subscribers. This dual approach also sets the stage for a RICO-driven foundation in liability and restitution, enabling the expedited resolution of fundamental issues regarding routing, bundling, and pricing deception applicable to all class members. Should the Court rule in VoIP-Pal’s favor on these core issues in its individual case, that decision becomes the foundation in this case upon which mass restitution, subsequent claims, and comprehensive injunctive relief can efficiently proceed. In short, VoIP-Pal’s role ensures procedural efficiency and represents strategic class-action litigation executed effectively.

C. Representation Statement: Additional Co-Plaintiffs Supporting the Class

1. Two Co-Plaintiffs—VoIP-Pal Consultants Who Are Also Carrier Subscribers

353. These two individuals have served as advisors and consultants to VoIP-Pal and possess extensive firsthand knowledge of the company’s operations, business model, market strategies, and competitive positioning. As direct subscribers of either AT&T, Verizon, or T-Mobile, they uniquely embody the perspective of affiliated stakeholders who have simultaneously experienced consumer harm by paying for bundled cellular plans under false representations. Their dual standing enhances the Court’s ability to evaluate both the unauthorized commercial exploitation of VoIP-Pal’s business innovations and the deceptive service practices inflicted upon all class members.

2. Four Co-Plaintiffs—Individual Subscribers Representing All Three Carriers

354. These four individuals are ordinary wireless consumers drawn from diverse regions across the United States, including urban, suburban, and rural communities. Each is a current or former subscriber of AT&T, Verizon, or T-Mobile. All were similarly compelled to purchase full cellular voice and texting plans in order to access Wi-Fi Calling, which the Defendants falsely advertised as being available at “no charge.” None of these consumers had the option to select Wi-Fi Calling as a standalone service. Consequently, despite most of their calls being routed through their personal Wi-Fi connections, each was billed under full cellular rates and subjected to the Defendants’ concealed pricing structure and service practices.

355. Collectively, these co-plaintiffs ensure that all three Defendant carriers are

adequately represented from the consumer perspective, that the class's geographic and economic diversity is accurately reflected, and that the Court is presented with concrete examples of consumer deception occurring across all networks. The addition of these six co-plaintiffs fulfills critical procedural and evidentiary objectives by linking the class directly to all three Defendant networks and providing robust support through personal testimony, billing records, and factual validation.

D. Certification Criteria with Direct Legal Support

1. Numerosity: The Overwhelming Scale of the Affected Class

356. The proposed Class satisfies the numerosity requirement of Rule 23(a)(1) because it consists of millions of individuals who were subjected to Defendants' fraudulent and exclusionary practices related to Wi-Fi Calling. Specifically, the Class includes approximately 373 million U.S. mobile subscribers who, during the relevant period, were required to purchase bundled cellular voice services as a condition of accessing Wi-Fi Calling and were misled by Defendants' false marketing that Wi-Fi Calling was "no charge." Given the sheer size of the Class, joinder of all members would be impracticable, satisfying the standard recognized by courts where far smaller classes have been certified.

357. The impracticability of joinder is further reinforced by the systemic nature of the harm, which affected all subscribers in a substantially identical manner through uniform service agreements, billing practices, and deceptive advertising. Numerosity is plainly satisfied because the class members' claims arise from common conduct affecting a vast number of individuals simultaneously, making a class action not only appropriate but necessary to efficiently adjudicate the widespread injuries caused by Defendants' unlawful

enterprise.

358. Relevant precedent further supports numerosity. In *Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997), the Supreme Court upheld class certification in mass tort litigation, specifically emphasizing the overwhelming size of the class and their common exposure to harm. Similarly, the present class includes approximately 373 million subscribers who face identical harm—being uniformly overcharged for Wi-Fi Calling deceptively tied to mandatory cellular bundles. As with *Amchem*, the vast scale of affected subscribers here clearly necessitates collective adjudication.

359. The Second Circuit’s decision in *In re Visa Check/MasterMoney Antitrust Litigation*, 280 F.3d 124 (2d Cir. 2001), likewise supports a finding of numerosity. There, certification was appropriate because millions of merchants were uniformly subjected to identical fees and deceptive practices. The subscribers here similarly experienced uniform treatment through the Defendants’ shared infrastructure, standardized billing, and consistent misrepresentations about Wi-Fi Calling being “included” at no additional charge. Thus, both the scale and uniformity of the harm further confirm numerosity.

2. Commonality: Shared Legal and Factual Questions Across the Class

360. The commonality requirement is readily satisfied here because every subscriber experienced the same fundamental facts: Wi-Fi Calling was uniformly advertised as “no charge,” yet subscribers were required to purchase mandatory cellular plans to access it, and calls were routed utilizing the unauthorized DID-based routing system using Plaintiff VoIP-Pal’s technology.

361. The Supreme Court clarified the standard for commonality in *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011), holding that commonality exists when the class’s claims

depend upon a common set of questions capable of generating class-wide answers. The core questions in this case—whether Wi-Fi Calling was falsely marketed and unlawfully tied to cellular services—are precisely the type of uniform questions envisioned in Wal-Mart.

362. Similarly, in *In re Hydrogen Peroxide Antitrust Litigation*, 552 F.3d 305 (3d Cir. 2008), the Third Circuit emphasized that commonality in antitrust cases is present when defendants’ conduct uniformly impacts the class. Here, Defendants employed identical plans, standardized pricing, and uniform network practices to consistently misrepresent and conceal the true costs of Wi-Fi Calling from every subscriber. This uniformity clearly satisfies the commonality requirement.

3. Typicality: Uniform Experience of Harm Across the Class

363. The typicality requirement is also clearly satisfied. The harm suffered by the class representatives—including VoIP-Pal’s shareholders—is precisely the same as that experienced by all other class members. All were uniformly charged for services advertised as “free” and systematically denied the option to access standalone VoWi-Fi services.

364. In *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013), the Supreme Court stated that typicality is met when the same unlawful conduct injures all plaintiffs in essentially the same way. Here, every subscriber was similarly routed utilizing VoIP-Pal’s DID-based routing system, fraudulently charged the full-tied cellular rate, and denied access to competitive market alternatives.

365. Moreover, the Supreme Court’s decision in *General Tel. Co. v. Falcon*, 457 U.S. 147 (1982), further supports typicality, holding that typicality is satisfied when the lead plaintiff’s claims arise from the same conduct impacting the class as a whole. Here,

Defendants' coordinated enterprise uniformly affected all subscribers and concurrently suppressed VoIP-Pal's ability to compete in the market and offer the class a standalone alternative. Such unified harm and coordinated misconduct firmly establish typicality.

4. Adequacy: Capable Representation for the Class

366. The adequacy requirement is clearly satisfied by VoIP-Pal and its co-plaintiffs, who collectively represent a broad spectrum of subscriber interests across diverse geographic regions and all three major carriers. Both the plaintiffs and their counsel are fully committed to vigorously representing the interests of the entire class without conflict.

367. The Supreme Court explained in *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442 (2016), that adequacy is met when plaintiffs share aligned interests with the class and can establish facts that apply class-wide. Here, VoIP-Pal's shareholders and the additional co-plaintiffs have experienced precisely the same harms as all class members—fraudulent overbilling, economic loss, and loss of competitive alternatives due to VoIP-Pal's market exclusion—demonstrating complete alignment of interests.

368. Moreover, under *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985), representative plaintiffs must adequately protect the interests of absent class members. VoIP-Pal uniquely represents both consumer and infrastructure stakeholder harm through its shareholders, while the six co-plaintiffs provide direct, firsthand consumer experience. Together, these plaintiffs fully satisfy the adequacy standard and ensure robust representation for the class.

5. Superiority: The Most Efficient Legal Remedy

369. The superiority requirement is plainly met, as individual litigation is neither

feasible nor efficient given the sheer scale of affected subscribers. A class action provides the only practical mechanism to ensure a unified, coherent adjudication of this widespread fraud.

370. In *In re Nexium Antitrust Litigation*, 777 F.3d 9 (1st Cir. 2015), the First Circuit recognized that a class action is superior when numerous individuals suffer widespread harm resulting from uniform conduct. Here, millions of subscribers have been identically harmed by the Defendants’ deceptive billing practices, rendering individual litigation impractical and inefficient. A collective approach via class action is thus clearly superior.

371. Additionally, the Supreme Court in *Amgen Inc. v. Connecticut Retirement Plans and Trust Funds*, 568 U.S. 455 (2013), affirmed class certification as appropriate when common issues predominate, even if individual damages differ. In this case, the shared questions—concerning DID deployment, billing deception, and forced tying—clearly dominate over any minor individual differences, further demonstrating the superiority of proceeding as a class action.

6. Predominance: Common Issues

372. The predominance requirement is easily satisfied, as the central legal and factual questions at issue overwhelmingly outweigh any potential individual differences. Specifically, this case hinges on common questions: whether Wi-Fi Calling was deceptively marketed as a “no charge” service; whether Defendants intentionally bundled this service to suppress competition; and whether Defendants utilized VoIP-Pals DID-based routing system in the operation of their enterprise-wide misconduct.

373. The Supreme Court clarified in *Bridge v. Phoenix Bond & Indem. Co.*, 553 U.S. 639 (2008), that under RICO, a fraud-based class action does not require proof of

individual reliance but instead hinges on systemic harm affecting the class as a whole. Here, every class member suffered from the same overarching misrepresentation and was uniformly denied access to potentially superior, lower-cost standalone VoWi-Fi services, clearly demonstrating systemic harm and establishing predominance.

E. Proposed Class Definition

374. The General Subscriber Class consists of all U.S. mobile subscribers between 2018 and 2024 who were required to purchase bundled cellular voice and texting services as a condition of accessing Wi-Fi Calling. These subscribers placed “no charge” calls or text via the Defendants’ Wi-Fi Calling offering, which were offloaded from the cellular network and routed using VoIP-Pal’s DID-based routing system at a substantially lower cost to the Defendants. Despite this offloading incurring substantial cost savings for the Defendants, these subscribers were required to pay for cellular network access due to this tying and pricing fraud, without being fully informed or provided reimbursement by the Defendants for the infrastructure they personally supplied.

375. Within the General Subscriber Class, a defined subclass exists consisting of approximately 5,000+ U.S.-based shareholders of VoIP-Pal who, between 2018 and 2024, were also mobile subscribers subject to the Defendants’ forced bundling and pricing scheme. These individuals suffered dual harm: first, as overbilled subscribers of mobile services, and second, as investors in VoIP-Pal, whose enterprise value, licensing opportunities, and public market standing were materially harmed by the Defendants’ unauthorized use of VoIP-Pal’s DID-based routing system.

376. This shareholder subclass is not presented as a distinct party or separate legal class but is expressly included within the General Subscriber Class. It is adequately and directly

represented through Lead Plaintiff VoIP-Pal and named shareholder co-plaintiffs Richard Inza, Michael Inza, and Ray Leon, each of whom are aligned with both consumer and investor interests. Their inclusion ensures that the unique economic injury suffered by this shareholder subclass—stemming from exclusionary conduct, market suppression, and reputational damage—is properly accounted for in this action.

F. Final Statement on Certification

377. VoIP-Pal, as Lead Plaintiff, uniquely provides essential technological expertise, compelling factual evidence, and direct representation of the harm experienced by all class members. Supported by six co-plaintiffs who offer carrier-specific and geographically diverse consumer experiences, the proposed class fully satisfies all requirements under Rule 23(a) and 23(b). Specifically, the class clearly meets numerosity (373 million subscribers affected), commonality (shared factual and legal questions), typicality (uniform harm from coordinated deception), adequacy (vigorous and capable representation), superiority (class action as the only practical remedy), and predominance (core issues dominating over individual concerns).

378. Accordingly, the Plaintiffs respectfully request that the class be certified, VoIP-Pal confirmed as Lead Plaintiff, and the action permitted to proceed promptly toward resolution.

1. How VoIP-Pal Anchors Both Sides of the Class Harm

379. This class action isn't merely about overbilling. It's about an innovation that was utilized with neither license nor authorization, and which was exploited anticompetitively against VoIP-Pal in a scheme that also overcharged 373 million subscribers. The

Defendants' unlawful tying scheme—forcing subscribers to purchase bundled cellular services in order to access Wi-Fi Calling—was dependent on VoIP-Pal's DID-based routing system. Without VoIP-Pal's patented technology enabling dynamic call classification and routing, Defendants could not have offered Wi-Fi Calling.

380. Every class member, from dense urban centers like Los Angeles to the most remote areas of rural Montana, was billed as if each Wi-Fi Call consumed traditional cellular infrastructure, despite the fact that calls were transmitted over subscriber-funded Wi-Fi networks and avoided the Defendants' cellular infrastructure. This systematic overbilling, enabled by the use of VoIP-Pal's technology, inflicted uniform financial harm across the entire class.

381. VoIP-Pal is essential to the class's claims because it is not merely another injured party; it is an innovator behind a technological component upon which the Defendants' fraudulent scheme was constructed. VoIP-Pal is uniquely positioned to expose the unauthorized routing system utilized in Wi-Fi Calling, operational policies, and deceptive billing practices that formed the enterprise. It is uniquely capable of demonstrating causation, competitive exclusion, and the precise mechanisms that facilitated Defendants' coordinated overbilling of hundreds of millions of subscribers.

2. Supporting Case Law

382. *MCI Communications Corp. v. AT&T*, 708 F.2d 1081 (7th Cir. 1983). This case established that a network control scheme can simultaneously create two classes of harm: injury to the infrastructure provider excluded from the market, and injury to the consumers who are overcharged due to suppressed competition. In MCI, AT&T was found liable for refusing to license or interconnect with MCI, even as it continued to benefit from MCI's

innovations. The Seventh Circuit explicitly recognized that excluding a key routing system provider while denying fair market access justified damages for both competitor and consumer classes.

383. Application to the Case: The Defendants utilized VoIP-Pal’s DID-based routing system without authorization, foreclosed market access to standalone Wi-Fi Calling services, and charged consumers inflated prices for services offloaded and routed using unauthorized infrastructure.

384. *Conwood Co. v. U.S. Tobacco Co.*, 290 F.3d 768 (6th Cir. 2002). This case upheld significant structural damages where a competitor was deliberately and systematically excluded, resulting in inflated consumer prices due to reduced competition. In *Conwood*, U.S. Tobacco abused its dominant market position to eliminate Conwood’s market visibility and consumer access—analogous to how AT&T, Verizon, and T-Mobile systematically blocked VoIP-Pal from the digital voice market, despite utilizing its technology in Wi-Fi Calling. The Sixth Circuit confirmed that excluding competition harms both the innovator and consumers simultaneously, as diminished competition inflates consumer costs.

385. Application to the Case: VoIP-Pal was prevented from entering the market with standalone Wi-Fi Calling. Consumers were locked into forced cellular bundles without alternatives. The same offloading and unauthorized use of VoIP-Pal’s infrastructure was central to both forms of harm.

3. VoIP-Pal’s Subclass of 5,000 Shareholder Subscribers as Structural Support

386. VoIP-Pal is not merely a corporate plaintiff—it directly represents over 5,000 U.S.-based shareholders, many of whom are current or former subscribers of AT&T, Verizon,

or T-Mobile. This dual role—as both excluded innovator and affected consumer—gives VoIP-Pal unique credibility and strategic significance within the class action structure. These 5,000 subscribers form an early co-representative subclass within the broader class of 373 million members.

387. These shareholders were simultaneously investors and consumers, experiencing firsthand the same forced tying, deceptive marketing, and overbilling as the larger class. VoIP-Pal’s unique position as both innovator and harmed subscriber gives concrete legitimacy to the class claims. This identifiable group of subscribers offers immediate, tangible evidence to the Court—facilitating early-stage damages modeling, contractual review, and testing of enterprise liability under RICO and antitrust statutes. The existence of this subclass removes hypothetical scenarios; the Court can assess actual harm and causation immediately. Early judicial findings based on VoIP-Pal’s shareholder subscribers can be extended class-wide, establishing a clear roadmap for subsequent restitution. Rulings favoring this subgroup will set precedents applicable to the entire class, ensuring efficiency in this and related future proceedings.

388. In *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011), the Supreme Court recognized that representative plaintiffs must share common harm with the broader class, but allowed that smaller representative subgroups could establish early liability or causation, provided they were directly connected to overall class claims. Here, VoIP-Pal’s shareholder-subscriber subclass shares precisely the same injury—overbilling, deceptive marketing, and market exclusion—as the broader class. Their specific claims offer a practical basis to test and prove enterprise conduct and to anchor future class-wide judgments.

389. In *In re Nexium Antitrust Litigation*, 777 F.3d 9 (1st Cir. 2015), the First Circuit upheld class certification where a smaller, verifiable subgroup of class members provided concrete proof of economic harm, which helped validate the broader class claim. VoIP-Pal’s known, identifiable shareholder-subscribers constitute exactly this type of subgroup—offering early, quantifiable proof of harm. Their presence simplifies and accelerates judgments regarding pricing deception, market exclusion, and misuse of DID infrastructure.

ARTICLE III AND STATUTORY STANDING

390. This class action is brought on behalf of two lead plaintiff groups:

1. A subscriber class of approximately 373 million U.S. mobile users who have been systematically overcharged and denied service options due to the Defendants’ bundled pricing scheme;
2. A shareholder subclass of over 5,000 VoIP-Pal investors, many of whom are also subscribers of the Defendants, who suffered economic harm due to the suppression of a competitive product category in which VoIP-Pal held a valid and monetizable interest.

391. The class alleges both constitutional standing under Article III and statutory standing under the Sherman Act, Clayton Act, Telecommunications Act §251(c)(3), and RICO §1964(c). These claims arise from concrete, particularized, and legally recognizable injuries sustained by subscribers and shareholders alike—not speculative harm or generalized consumer grievances, but the measurable consequences of a coordinated exclusionary strategy.

392. Classwide injuries resulting from Defendants’ unlawful conduct include loss of

consumer value and systemic overpayment, caused by Defendants’ refusal to offer Wi-Fi Calling independently from bundled cellular voice services. Independent providers and investors were foreclosed from market opportunities due to Defendants’ strategic control of infrastructure and bundling practices. In addition, shareholders suffered devaluation of their investments as Defendants’ false representation of Wi-Fi Calling as a “free” feature undermined VoIP-Pal’s licensing opportunities and business model, cutting off its ability to compete in the emerging Wi-Fi Calling marketplace.

393. These harms are not abstract or speculative. They are concrete, measurable, and fairly traceable to Defendants’ collective refusal to unbundle access to Wi-Fi Calling, their suppression of standalone market options, and their utilization of VoIP-Pal’s DID-based routing system. The injuries suffered by consumers, independent innovators, and shareholders alike are redressable through a favorable judicial determination awarding injunctive, declaratory, and monetary relief.

394. The exclusionary conduct challenged herein was not isolated, accidental, or random. It was the product of a coordinated, industry-wide strategy executed by Defendants, who collectively control over 97% of the U.S. mobile subscriber market. Defendants adopted parallel pricing structures, uniformly marketing Wi-Fi Calling as a “free” feature while requiring consumers to maintain full cellular service plans to access it. Simultaneously, they refused to offer Wi-Fi Calling as a standalone product or allow independent resale, thereby foreclosing competition across the market.

395. The result was an enterprise-level elimination of an entire product market, inflicting dual harms: consumers were denied lower-priced and independent alternatives, and shareholders were deprived of the financial returns associated with VoIP-Pal’s rightful

commercialization of its technology. By orchestrating this foreclosure, Defendants not only excluded a promising innovation from the competitive landscape, but also abused their market dominance to conceal true pricing structures, mislead consumers, and suppress the commercialization of disruptive technological advances.

396. This case thus challenges more than isolated instances of anticompetitive conduct; it confronts the systemic abuse of market power to eliminate competition, entrench deceptive pricing practices, and erase the commercial future of an independent innovator critical to the evolution of mobile communications.

A. INJURY-IN-FACT

397. The subscriber and shareholder classes have suffered real and measurable injuries due to the Defendants' coordinated strategy to eliminate the standalone Wi-Fi Calling market:

- Subscribers were forced to pay for bundled cellular plans in order to access Wi-Fi Calling—despite the proven availability of lower-cost, standalone alternatives.
- Shareholders suffered financial harm due to the destruction of a product category in which their investment—VoIP-Pal—held a valid and monetizable interest. The Defendants' exclusionary conduct suppressed the market opportunities upon which that investment was based.

398. These injuries are concrete and particularized: subscribers experienced direct economic loss through inflated pricing and the elimination of affordable alternatives, while shareholders saw the devaluation of their investments tied to a suppressed product category. The harms are traceable to the Defendants' coordinated conduct, including their

refusal to unbundle Wi-Fi Calling, their false representation of it as a “free” service, and their systemic exclusion of competitive distribution channels. These injuries are also ongoing, as the Defendants continue to maintain exclusive control over the Wi-Fi Calling market through bundled pricing and denial of market access—ensuring that the structural exclusion of both classes persists.

399. The Supreme Court’s decision in *Eastman Kodak Co. v. Image Technical Services, Inc.*, 504 U.S. 451 (1992), is directly on point. There, the Court held that a dominant firm’s refusal to provide essential replacement parts to independent service providers—despite consumer ownership of the primary product—could violate antitrust law if it foreclosed competition in the dependent aftermarket. Crucially, the Court rejected Kodak’s defense that robust competition in the primary market excused anticompetitive conduct in the follow-on product space.

400. The class plaintiffs—subscribers and shareholders—are similarly situated. As in *Kodak*, the Defendants exercised exclusive control over a secondary market: standalone Wi-Fi Calling services that relied on infrastructure already present in consumer devices and networks. Although consumers already owned smartphones fully capable of supporting standalone Wi-Fi Calling, the Defendants ensured that no provider could deliver that service independently. Instead, they restricted access to Wi-Fi Calling by tying it to full cellular bundles and denying any unbundled service pathway.

401. As a result, subscribers were forced to overpay for unnecessary services, and shareholders—specifically those invested in VoIP-Pal—lost out on the monetization and growth of a product category that was deliberately erased from the market. The Defendants’ control over pricing and distribution paralleled Kodak’s control over service

parts. Their actions foreclosed competition in a market that had previously functioned, stifled alternatives, and undermined investment value.

402. *Kodak* affirms that a dominant firm’s control over an aftermarket—used to block competition and limit access—creates a concrete and particularized injury-in-fact. The Defendants’ suppression of standalone Wi-Fi Calling harmed consumers by removing choice and harmed investors by destroying a viable commercial opportunity. The class’s resulting injuries fall squarely within the scope of antitrust harm recognized in *Kodak*.

403. The Third Circuit’s decision in *Broadcom Corp. v. Qualcomm Inc.*, 501 F.3d 297 (3d Cir. 2007), reinforces the class plaintiffs’ injury-in-fact under antitrust law. There, the court held that a dominant firm’s refusal to license essential technology—combined with exclusionary conduct in a dependent market—could support standing for a competitor that was blocked from commercializing its innovation. Qualcomm had withheld licensing of critical mobile communication standards and used its infrastructure control to foreclose competition in the CDMA chip market. The court recognized Broadcom’s exclusion from the market as a direct and cognizable antitrust injury.

404. The conduct at issue in this case mirrors that scenario. The Defendants collectively controlled the environment necessary for offering standalone Wi-Fi Calling, and systematically refused to allow independent distribution or access—even though prior standalone offerings had proven viable. They positioned Wi-Fi Calling as “free,” but only inside bundled cellular plans, and refused to open up pricing channels or consumer access that would have allowed fair competition:

- Subscribers were denied access to cost-effective, standalone Wi-Fi Calling plans—even though a market for those services had existed for years.

- Shareholders—particularly those invested in VoIP-Pal—were prevented from realizing returns on technologies and innovations that were effectively shut out of the marketplace.

405. Just as in *Broadcom*, this exclusionary conduct reflects more than competitive behavior—it demonstrates the deliberate use of market power to suppress alternatives and neutralize emerging competitors. *Broadcom* confirms that refusal to support or distribute alternative technologies, when coupled with downstream exclusion, results in a concrete injury-in-fact. In this case, the Defendants’ conduct injured both the subscriber class (through price and service suppression) and the shareholder class (through market value destruction), supporting antitrust standing for both groups.

406. The Supreme Court’s decision in *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.*, 472 U.S. 585 (1985), provides direct support for the injury-in-fact suffered by both subscriber and shareholder class plaintiffs. In *Aspen*, the Court held that a dominant firm’s refusal to continue a cooperative arrangement with a viable market participant—absent any legitimate business justification—constituted unlawful exclusion under the Sherman Act. The refusal to deal was not based on efficiency or cost but was motivated by a desire to eliminate a competitor from the market.

407. The conduct of the Defendants in this case presents a parallel scenario. Between 2013 and 2016, standalone Wi-Fi Calling services existed and functioned competitively in the U.S. market. These offerings provided lower-cost, flexible alternatives to traditional voice plans and were supported by broad consumer adoption. Rather than compete on price or service quality, the Defendants chose to eliminate the category entirely by refusing to continue any form of open access, pricing separation, or third-party enablement of Wi-Fi Calling:

- Subscribers were denied the ability to purchase Wi-Fi Calling as a standalone service, despite its proven viability and historical availability.
- Shareholders, particularly those invested in VoIP-Pal and similar firms, were deprived of any opportunity to benefit from licensing, entry, or market-based growth because the Defendants shut down the commercial viability of the product itself.

408. This was not a passive market transition—it was a strategic decision to preserve the Defendants’ bundled billing structure and to eliminate any product configuration that could challenge their core voice revenue. *Aspen Skiing* confirms that when a dominant firm suppresses an established, consumer-facing product not for economic or technological reasons, but to exclude competition, the resulting injury is legally cognizable. The Defendants’ conduct inflicted real harm on both subscribers (through the forced purchase of bundled plans) and shareholders (through the destruction of market value). That harm supports injury-in-fact and antitrust standing for both classes.

409. These injuries are not speculative. **Subscribers** were economically harmed by the forced bundling of services and the suppression of standalone Wi-Fi Calling—despite the known feasibility and historical availability of independent offerings. **Shareholders** were injured by the destruction of a viable product category and the loss of licensing value in a company positioned to commercialize that technology. These harms are measurable, ongoing, and directly traceable to the Defendants’ concerted conduct. Together, they satisfy the constitutional requirement for injury-in-fact under Article III.

B. CAUSATION

410. The collapse of the standalone Wi-Fi Calling market was not a natural development

or the result of evolving consumer preferences. It was the direct result of coordinated market conduct by the Defendants—AT&T, Verizon, and T-Mobile—who collectively control more than 97% of the U.S. mobile subscriber base. Their conduct included:

- Tying Wi-Fi Calling to full-price cellular bundles, so that no consumer could access Wi-Fi Calling without purchasing an expensive plan;
- Blocking MVNOs and third-party providers from offering Wi-Fi-first or unbundled voice services;
- Falsely advertising Wi-Fi Calling as “free”, while only making it available to those purchasing bundled voice/text service;
- Refusing to provide licensing opportunities or distribution pathways for companies offering competitive technologies, such as VoIP-Pal.

411. These coordinated actions eliminated a viable product category that previously offered millions of consumers affordable voice communication and simultaneously destroyed a competitive channel in which shareholders had invested legitimate commercial expectations. Had the Defendants not engaged in this scheme, consumers would still have access to standalone Wi-Fi Calling services—as they did between 2013 and 2016—and VoIP-Pal’s shareholders would have had the opportunity to benefit from the market value of a competitive, deployable innovation.

412. This chain of causation is direct. It is not dependent on third-party conduct. It mirrors the exclusionary practices condemned in:

413. The Supreme Court’s ruling in *Northern Pacific Railway Co. v. United States*, 356 U.S. 1 (1958), underscores the antitrust harm caused by tying arrangements that foreclose

competitive alternatives. In *Northern Pacific*, the Court held that tying is per se unlawful under the Sherman Act §1 when a company with market power conditions the sale of one product on the purchase of another, thereby foreclosing a substantial portion of commerce. The defendant in that case required buyers of its land to agree to ship freight exclusively on its rail lines—denying access to other transportation providers and thereby restricting competition.

414. The Defendants here employed an analogous strategy. By tying access to **Wi-Fi Calling** to the purchase of bundled **cellular voice and text plans**, they conditioned the ability to use one service (Wi-Fi Calling) on the consumer’s agreement to take another, more expensive one (cellular service). This tying arrangement foreclosed nearly the entire U.S. mobile subscriber market—97% of which is controlled by the Defendants—from standalone Wi-Fi Calling options that had previously existed and proven commercially viable. As a result:

- **Subscribers** were denied the ability to purchase Wi-Fi Calling independently, forced instead into bundled plans they did not need or want.
- **Shareholders**, including those invested in VoIP-Pal, lost the opportunity to realize returns on innovations that were effectively excluded from the market—not because of lack of demand or technological failure, but due to a structural tying scheme designed to eliminate competition.

415. *Northern Pacific* affirms that when dominant firms use market power to enforce tying arrangements that eliminate alternatives, the resulting exclusion constitutes a direct and cognizable injury under federal antitrust law. Both subscriber and shareholder classes

were harmed by this conduct, and that harm is traceable, measurable, and sufficient to satisfy Article III standing and antitrust statutory injury.

416. The Supreme Court’s decision in *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008), confirms that a plaintiff may establish standing under RICO §1964(c) even when the fraudulent conduct was directed at third parties—so long as the plaintiff was foreseeably and intentionally harmed by the scheme. In *Bridge*, the defendants submitted fraudulent bids in a public tax lien auction. Although the deception targeted the government entity conducting the auction, the Court held that the plaintiffs—who were competing bidders—suffered direct and actionable economic injury as a foreseeable consequence of the fraud.

417. That principle applies directly to the facts here. The Defendants falsely marketed Wi-Fi Calling as “free,” when in reality the service was only accessible through the purchase of bundled cellular plans. The deception was directed at consumers, but its intended and foreseeable consequence was to eliminate competition from standalone Wi-Fi Calling providers and to maintain a coordinated pricing structure that preserved Defendants’ market control. This scheme inflicted harm on two fronts:

- Subscribers were misled into believing they were receiving a free service, when in fact they were being charged through the required purchase of expensive bundled voice/text plans. They were denied the ability to choose affordable, standalone Wi-Fi Calling options.
- Shareholders, particularly those invested in VoIP-Pal, were economically harmed by the collapse of a viable product market in which their investment was positioned to succeed.

The deceptive marketing campaign ensured that alternative providers—including those seeking to license or commercialize lawful innovations—could not gain entry.

418. Like the plaintiffs in *Bridge*, neither class was the direct target of the misrepresentations. But both were the direct victims of its market effects. The Defendants’ fraudulent campaign was not incidental to the exclusion—it was central to it. By conditioning Wi-Fi Calling on full-service purchases and presenting it as “free,” they structurally foreclosed competition while maintaining a misleading public narrative about consumer benefit.

419. *Bridge* affirms that a plaintiff need not be the direct target of fraud to suffer legally cognizable injury. When a deceptive scheme is deliberately structured to suppress competition and eliminate market participants, and when the plaintiffs’ harm flows directly from that scheme, RICO standing is satisfied. Both the subscriber and shareholder classes were foreseeably and intentionally harmed by the Defendants’ fraudulent marketing and exclusionary conduct.

420. In *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999), the Supreme Court affirmed that dominant telecommunications carriers are subject to a statutory duty under the Telecommunications Act of 1996 to provide nondiscriminatory, unbundled access to essential network elements. The Court upheld the FCC’s authority to compel such unbundling under §251(c)(3) and recognized that the refusal to provide access—where such infrastructure is necessary for competition—can have the same exclusionary effect as traditional anticompetitive conduct.

421. This holding squarely supports the claims asserted by both the subscriber and shareholder classes in this action. The Defendants exercised exclusive control over the

infrastructure necessary to deliver Wi-Fi Calling at scale and refused to make that functionality available on fair or independent terms. They did not offer unbundled access to Wi-Fi Calling or permit any lawful third-party platform or provider to enter the market. The consequences of this statutory violation were widespread and classwide:

- Subscribers were denied the benefit of service-level competition. They had no access to affordable, standalone Wi-Fi Calling—despite the demonstrated technical feasibility and prior market success of such offerings.
- Shareholders, particularly those invested in VoIP-Pal, lost the opportunity to capitalize on an emerging product category that was structurally foreclosed—not by market failure, but by the Defendants’ decision to suppress access and maintain exclusive control over the channel.

422. This denial of access was not inadvertent—it was a calculated decision to preserve the Defendants’ bundled pricing model and prevent competitors from deploying lawful alternatives. As in *Iowa Utilities Board*, this conduct served to entrench incumbent control and stifle competition by undermining the unbundling obligations that were designed to promote open telecommunications markets.

423. *Iowa Utilities Board* confirms that the refusal to unbundle access to essential infrastructure—when mandated by federal law—constitutes a direct and traceable injury to both consumers and investors. The subscriber class suffered economic harm from inflated pricing and suppressed choice, while the shareholder class was deprived of market participation and investment value through the deliberate closure of a regulated product segment. These injuries satisfy both Article III causation and statutory standing under

§251(c)(3).

424. These precedents collectively demonstrate that the injuries to the subscriber and shareholder classes are not only foreseeable—they are legally cognizable under multiple theories of causation. In *Northern Pacific*, the use of tying arrangements by a dominant firm was sufficient to foreclose a market and trigger antitrust liability. In *Kodak*, the denial of aftermarket access—even where consumers owned the underlying product—was recognized as exclusionary conduct. In *Iowa Utilities Board*, the Supreme Court held that refusal to unbundle essential service infrastructure creates direct statutory harm. And in *Bridge*, a fraudulent scheme aimed at third parties was still actionable when its intended effect was to eliminate competition.

425. Together, these cases confirm that whether through tying, denial of access, statutory breach, or enterprise-level fraud, the Defendants’ conduct caused direct and measurable harm to both classes. The subscriber class was injured through suppressed service options and forced overpayment, and the shareholder class was harmed by the destruction of investment value in a foreclosed product category. These injuries are not speculative or derivative—they are the but-for result of the Defendants’ coordinated actions. This satisfies the causation prong of Article III standing for the class.

1. Tying and Restraint of Trade (Sherman Act §1 / Clayton Act §3)

426. The Supreme Court’s ruling in *Northern Pacific Railway Co. v. United States* remains a foundational precedent for identifying unlawful tying arrangements under both Sherman Act §1 and Clayton Act §3. The Court held that when a firm with market power conditions the sale of one product on the purchase of another, and that arrangement forecloses a substantial portion of commerce, it constitutes a per se violation of federal

antitrust law. Such conduct is inherently anticompetitive because it coerces consumer behavior, restricts choice, and suppresses market access for rivals.

427. These principles apply directly to the claims asserted by the subscriber and shareholder classes. The Defendants tied access to Wi-Fi Calling to the purchase of bundled cellular voice and text services—despite the known feasibility of offering Wi-Fi Calling independently. Consumers were not given the option to purchase Wi-Fi Calling separately, and independent providers were systematically excluded from the opportunity to distribute or compete.

428. This tying arrangement foreclosed over 97% of the U.S. mobile voice market from standalone offerings. The subscriber class was denied lower-cost, unbundled service options, while the shareholder class—invested in companies like VoIP-Pal—lost access to a commercial segment that had previously been available and monetizable.

429. The Defendants’ conduct represents exactly the type of exclusionary market strategy condemned in *Northern Pacific*. By leveraging market dominance to force bundled purchases and foreclose rivals, they distorted competitive dynamics and eliminated alternatives that benefited both consumers and investors.

2. Attempted Monopolization (Sherman Act §2)

430. In *Eastman Kodak*, the Supreme Court reaffirmed that a dominant firm’s control over infrastructure in a dependent or secondary market—when used to block competition—is a form of attempted monopolization actionable under Sherman Act §2. The Court rejected arguments that competition in the primary market could excuse exclusionary conduct in a follow-on product category.

431. This framework is directly applicable to the Defendants’ exclusion of standalone

Wi-Fi Calling services. Although mobile subscribers already owned devices capable of supporting Wi-Fi Calling, and the necessary infrastructure existed, the Defendants refused to make that service independently available. Instead, they exerted market control to ensure that Wi-Fi Calling could only be accessed through full-service cellular bundles.

432. This conduct was not rooted in efficiency or cost considerations. It was a deliberate use of market power to suppress emerging competition and protect the Defendants' traditional billing structures. As in *Kodak*, the denial of commercial pathways for independent entry reflects monopolistic intent—not technological constraint or consumer preference.

433. For the subscriber class, the result was forced overpayment and the loss of pricing alternatives. For the shareholder class, the market suppression eliminated value in a legitimate technology that had a proven market presence before the Defendants' coordinated action.

434. *Kodak* confirms that this type of strategic market exclusion supports a claim for attempted monopolization and satisfies Article III causation for both consumer and investor plaintiffs.

3. Telecommunications Act §251(c)(3) Violation

435. The Supreme Court's ruling in *AT&T Corp. v. Iowa Utilities Board* affirmed that dominant carriers are legally obligated to provide nondiscriminatory, unbundled access to essential network elements under §251(c)(3) of the Telecommunications Act. The Court recognized that a refusal to provide such access constitutes a statutory breach that causes concrete harm to competitors and market participants.

436. This framework applies directly to the subscriber and shareholder classes in this

case. By refusing to offer Wi-Fi Calling as a standalone service, and by failing to open up distribution channels to MVNOs and independent service providers, the Defendants blocked consumers from lower-cost options and eliminated licensing or partnership opportunities that would have allowed investors in companies like VoIP-Pal to realize returns:

- Subscribers were denied the ability to access Wi-Fi Calling except through bundled cellular plans, even though standalone offerings had been commercially viable from 2013 to 2016.
- Shareholders were harmed by the structural foreclosure of a market category where their investment—VoIP-Pal’s technology—was ready to compete.

437. This refusal to facilitate competition and diversity in the voice services market is exactly the kind of conduct the Telecommunications Act was designed to prevent. As in *Iowa Utilities Board*, the denial of lawful market access inflicted real, traceable harm on both consumer classes and investor classes. That harm supports statutory and Article III standing.

4. RICO §1962(c) – Enterprise-Driven Exclusion

438. In *Bridge v. Phoenix Bond*, the Supreme Court held that plaintiffs may recover under RICO §1962(c) even if the fraudulent conduct targeted third parties—so long as the plaintiff was foreseeably and intentionally injured by the scheme. The Court emphasized that standing under RICO does not require direct deception, only that the injury resulted “by reason of” the enterprise’s conduct.

439. This holding directly supports the claims brought here on behalf of subscribers and

shareholders:

- The Defendants falsely marketed Wi-Fi Calling as “free,” while in reality making it available only to customers who purchased full-price cellular bundles.
- This deception was aimed at consumers but was intended to eliminate competitive threats—namely, standalone service providers and those, like VoIP-Pal, who were prepared to license viable alternatives.
- As a result, subscribers overpaid for bundled services under false pretenses, and shareholders saw the commercial viability of their investment suppressed by a coordinated scheme.

440. The result is a textbook example of enterprise-level fraud. The Defendants jointly misled the public, prevented lawful competition, and ensured that no market entrant—no matter how viable—could disrupt their bundled pricing model. Under *Bridge*, this injury is exactly the type that supports RICO standing for both classes.

C. REDRESSABILITY

441. To satisfy the third prong of Article III standing, plaintiffs must demonstrate that their injuries are likely to be redressed by a favorable court decision. The standard does not require that the relief eliminate the harm entirely—it need only meaningfully address the injury through legally or practically enforceable remedies. (*See Cargill, Inc. v. Monfort of Colorado, Inc.*, 479 U.S. 104 (1986); *Massachusetts v. EPA*, 549 U.S. 497, 517 (2007)).

1. Class-Based Redressability: Consumers and Shareholders

442. The injuries suffered by the subscriber class and the shareholder class are not

hypothetical—they are legally remediable through statutory and equitable relief under the Sherman Act, Clayton Act, Telecommunications Act, and RICO. These remedies include:

- Treble damages for economic loss, including overpayments and suppressed market value;
- Injunctive relief to prohibit the continued tying of Wi-Fi Calling to bundled cellular plans and to restore fair access to the market;
- Declaratory relief affirming that the Defendants’ conduct was unlawful and that independent competition must be permitted.

443. Each of these forms of relief would meaningfully reduce the harm caused by the Defendants’ conduct and restore a path for competition, consumer choice, and shareholder recovery.

2. Sherman Act §4 – Damages for Monopolistic Conduct

444. Under §4 of the Sherman Act, any person injured by monopolistic conduct may sue for treble damages. This provision is not only compensatory—it is designed to deter dominant firms from using their market power to exclude competition and consolidate control through exclusionary conduct. In this case, the subscriber class was injured through overpayment for bundled voice services and the loss of access to lower-cost, standalone Wi-Fi Calling alternatives that had previously been available. At the same time, the shareholder class was harmed by the destruction of a product market in which their investments—particularly in VoIP-Pal—were positioned to grow. Their losses stemmed not from market rejection or technological failure, but from the deliberate suppression of competitive access by the Defendants. These harms—market foreclosure, pricing distortion, and the elimination of viable alternatives—are precisely what §4 of the Sherman

Act is designed to remedy. A favorable ruling would both restore competitive conditions and authorize full recovery for the class members injured by the Defendants' monopolistic scheme.

3. Clayton Act §4 – Damages for Tying and Foreclosure

445. The Clayton Act prohibits tying arrangements that substantially lessen competition or have the effect of creating or maintaining market dominance. Under §4, any person injured by such conduct is entitled to treble damages. This remedy applies when a firm uses control over one product or service to coerce the purchase of another—thereby eliminating market alternatives and suppressing competition.

446. In this case, the Defendants tied access to Wi-Fi Calling to the purchase of full-service cellular plans. Wi-Fi Calling was offered at a nominal price of \$0.00, but only if the subscriber agreed to purchase bundled voice and text services. At no point did the Defendants offer a standalone version of Wi-Fi Calling to consumers, MVNOs, or third-party distributors.

447. This conduct inflicted measurable harm on both classes:

- Subscribers were forced to pay for full cellular service in order to access a feature that could—and previously did—exist independently. They were deprived of consumer choice, subjected to inflated pricing, and denied the benefits of price competition.
- Shareholders were harmed by the foreclosure of a viable product category in which the Lead Plaintiff and others held an economic interest. By eliminating the standalone Wi-Fi Calling market, the Defendants destroyed licensing, partnership, and monetization opportunities for technologies that had proven commercial viability.

448. The tying arrangement foreclosed meaningful access to 97% of the mobile subscriber market, leaving no room for lawful competition. This behavior squarely violates the Clayton Act’s prohibition on exclusionary tying, and both classes are entitled to seek treble damages for the resulting economic injuries.

4. RICO §1964(c) – Damages for Fraudulent Enterprise Exclusion

449. While often associated with organized crime, the RICO Act applies broadly to business enterprises that engage in patterns of fraud and exclusionary conduct to dominate a market. Under §1964(c), any party injured “by reason of” a RICO violation is entitled to treble damages and legal fees when that injury results from a coordinated scheme involving fraud, deception, or the exclusion of legitimate competitors. The subscriber and shareholder classes fall squarely within this framework. The Defendants executed a coordinated enterprise scheme that combined false marketing, structural foreclosure, and suppression of competition to maintain control over the voice services market:

- Defendants falsely marketed Wi-Fi Calling as “free,” misleading consumers into believing it was independently available, while in fact requiring full cellular bundle purchases.
- Simultaneously, they prevented third-party distribution, including by refusing to license or support alternative standalone offerings—even though such services had proven viable between 2013 and 2016.
- Consumers paid inflated prices under deceptive conditions.
- Shareholders, particularly investors in VoIP-Pal, were deprived of a market entry opportunity due to the Defendants’ orchestration of artificial scarcity and price distortion.

450. This behavior was not incidental—it was a deliberate and enterprise-driven scheme to exclude independent service models, restrict market participation, and preserve monopoly control. The injuries to the class include:

- For subscribers: overpayment, loss of service alternatives, and economic harm resulting from deceptive pricing strategies;
- For shareholders: loss of equity value in a product category that was forcibly removed from the market by the Defendants’ coordinated conduct.

451. Under RICO §1964(c), these harms are compensable by treble damages and attorney’s fees. The statute’s reach applies to both classes, as each was injured by a predictable and intentional exclusion strategy executed through fraud and suppression. Appropriate remedies include:

- Monetary damages: For subscriber overcharges and shareholder investment losses;
- Injunctive relief: To terminate the \$0.00 pricing scheme unless Wi-Fi Calling is also offered as a standalone product;
- Declaratory relief: Confirming that Wi-Fi Calling is a distinct product market; that the Defendants’ conduct was exclusionary and coordinated; and that members of the class are entitled to pursue future licensing, enforcement, or competitive access.

452. Together, these remedies will not only compensate the injured classes but also restore structural fairness to the voice services market—consistent with the objectives of RICO, antitrust, and telecommunications law.

5. Expanded Case Law for Redressability

453. Courts have consistently affirmed that redressability under Article III does not require a complete or perfect remedy. It is sufficient that the relief sought would meaningfully address the injury in a manner that is legally cognizable and realistically enforceable. Two key Supreme Court decisions—*Cargill, Inc. v. Monfort of Colorado, Inc.*, 479 U.S. 104 (1986), and *Massachusetts v. EPA*, 549 U.S. 497 (2007)—establish that partial relief and forward-looking remedies are adequate to support standing.

454. In *Cargill, Inc. v. Monfort of Colorado, Inc.*, 479 U.S. 104 (1986), the Supreme Court held that a competitor threatened by exclusionary pricing may seek injunctive and monetary relief under antitrust law—even if monopolization has not yet been completed. The Court emphasized that the injury need not be irreversible; it need only be **actionable and preventable**. This principle applies directly to the class members in this case. **Subscribers** seek relief from zero-pricing and tying practices that eliminated affordable Wi-Fi Calling options and foreclosed competition from independent providers. **Shareholders**, including investors in VoIP-Pal, seek recovery for suppressed equity value and the elimination of market access that resulted from the Defendants’ bundling scheme and coordinated pricing distortion. A favorable ruling mandating unbundling, enforcing standalone pricing, or restoring licensing pathways would directly reduce these harms. *Cargill* supports standing for the class even where the requested relief is **forward-looking and partial**, so long as it meaningfully corrects an exclusionary structure that continues to inflict injury.

455. In *Massachusetts v. Environmental Protection Agency*, 549 U.S. 497 (2007), the Supreme Court reaffirmed that a plaintiff may establish standing even when the court’s

intervention would only partially mitigate the harm. The Court rejected the notion that full reversal of injury is required, holding instead that redressability is satisfied when judicial relief would materially improve the plaintiff's position.

456. This principle applies directly to the claims brought by the subscriber and shareholder classes. Even if the Court does not fully recreate a functioning standalone Wi-Fi Calling market, partial relief—such as judicial recognition of licensing rights, the imposition of unbundling obligations, or declaratory findings that exclusionary conduct violated federal law—would substantially reduce the harm suffered by both groups. For subscribers, such relief would restore lost service options and pricing competition. For shareholders, it would reopen pathways to commercialization, monetization, and long-term valuation recovery.

457. *Massachusetts v. EPA* confirms that complete remediation is not a prerequisite for redressability under Article III. Where, as here, the requested remedies would correct structural distortions in the marketplace and improve the financial position of both consumer and investor plaintiffs, the constitutional standard for redress is satisfied.

6. Redressability for the Subscriber and Shareholder Classes

458. The injuries alleged by the subscriber and shareholder classes are neither abstract nor speculative. They stem from a coordinated strategy by the Defendants to exclude competition from the Wi-Fi Calling market. This strategy forced consumers to overpay for bundled services, blocked distribution channels for lawful alternatives, suppressed shareholder value in a viable product category, and eliminated opportunities for market participation. The remedies available—including treble damages, injunctive relief, and declaratory findings of statutory violation—are expressly authorized under the Sherman

Act, Clayton Act, Telecommunications Act, and RICO. These forms of relief are tailored to the nature of the harm suffered: they address consumer injury by restoring access and prohibiting coercive pricing structures, and they address shareholder injury by reopening licensing and commercialization pathways.

Under the standards articulated in *Cargill* and *Massachusetts v. EPA*, the relief sought by the class is more than sufficient to satisfy the redressability prong of Article III standing. A favorable ruling would compensate the class for past exclusionary harm, restore the possibility of lawful market participation, and deter future coordination among dominant carriers to suppress emerging technologies and competitive alternatives.

D. STATUTORY STANDING

1. The Class's Article III Standing Is Rooted in Market Exclusion and Legal Injury

459. The subscriber class and shareholder class each satisfy the elements of Article III standing. Both groups have suffered concrete and particularized injuries: subscribers experienced overcharges and the loss of access to competitively priced voice services, while shareholders incurred financial harm through the devaluation of investments in a product market that was systematically foreclosed. These injuries are fairly traceable to the Defendants' coordinated conduct, which included tying arrangements, exclusionary pricing, the refusal to offer unbundled or competitive access, and enterprise-level misrepresentation. The harms are also redressable through legally recognized remedies, including treble damages, injunctive relief, and declaratory findings authorized under the Sherman Act, Clayton Act, Telecommunications Act, and RICO.

460. These injuries are not hypothetical. They result from a deliberate and coordinated strategy by AT&T, Verizon, and T-Mobile to suppress the standalone Wi-Fi Calling market—a strategy that violates four distinct federal statutory frameworks, each of which independently supports class standing.

2. Violation 1: Sherman Act §1 and §2 – Restraint of Trade and Attempted Monopolization

461. The Defendants—AT&T, Verizon, and T-Mobile—collectively control more than 97% of the U.S. mobile subscriber market. Acting in parallel, they adopted a coordinated strategy to **tie Wi-Fi Calling to full-service cellular plans**, block all access to standalone alternatives, and price Wi-Fi Calling at \$0.00—but only within those bundled offerings. This pricing structure was not designed to compete on the merits. Instead, it was engineered to eliminate an entire service category. The standalone Wi-Fi Calling market had proven economically viable and previously served millions of users. Yet the Defendants intentionally collapsed the pricing floor and removed all commercial pathways for independent service providers. This conduct satisfies the requirements of both **§1**, by restraining trade through horizontal coordination and tying, and **§2**, by attempting to monopolize the voice services market through predatory pricing and exclusionary control.

462. Standing Basis (Sherman Act §§1–2): The class’s injuries—including market exclusion, pricing distortion, and the elimination of consumer and shareholder value—are the foreseeable result of unlawful restraints of trade and monopolistic conduct. These harms are precisely what §§1 and 2 are intended to redress.

3. **Violation 2: Clayton Act §§3 and 4 – Tying and Private Right of Action**

463. The Defendants violated §3 of the Clayton Act by tying access to Wi-Fi Calling to the purchase of bundled cellular services, even though Wi-Fi Calling is a technically and commercially distinct product. At no point did the Defendants offer it as a standalone option; instead, they conditioned access on the purchase of full-service cellular plans, effectively eliminating lawful alternatives. This tying scheme foreclosed the product category entirely, leaving no avenue for consumer access or third-party distribution.

464. Under §4 of the Clayton Act, both subscribers and shareholders are entitled to treble damages. Subscribers were economically harmed through inflated costs and the forced bundling of services they did not need. Shareholders were injured through the destruction of monetizable licensing pathways and investment value in technologies—such as those developed by VoIP-Pal—that had already proven viable in the market. These harms flow directly from the Defendants’ use of tying arrangements to eliminate competition and suppress innovation in violation of the Clayton Act.

465. Standing Basis (Clayton Act §§3–4): The subscriber class lost access to affordable options and the shareholder class lost investment value in a product market deliberately foreclosed. This conduct falls squarely within the scope of prohibited tying practices under the Clayton Act.

4. **Violation 3: Telecommunications Act §251(c)(3) – Denial of Unbundled Access**

466. Section 251(c)(3) of the Telecommunications Act imposes a duty on incumbent carriers to offer nondiscriminatory, unbundled access to essential service-enabling

infrastructure. The Supreme Court’s ruling in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999), confirms that failure to comply causes actionable harm. The Defendants breached this duty by refusing to make Wi-Fi Calling available as an independent product or to support distribution by third-party platforms, including MVNOs.

467. Standing Basis (Telecom Act §251(c)(3)): Subscribers were deprived of competitive service options that would have lowered costs and expanded consumer choice. Shareholders were similarly harmed by Defendants’ conduct, as they were prevented from realizing the value of their investments tied to VoIP-Pal’s lawful entry into a market that Defendants intentionally closed through exclusionary practices. Defendants’ refusal to unbundle essential Wi-Fi Calling infrastructure constitutes a deliberate and targeted statutory violation of Section 251(c)(3) of the Telecommunications Act, directly foreclosing competition and denying access to alternative providers—thereby establishing VoIP-Pal’s standing to seek relief.

5. Violation 4: RICO §1964(c) – Pattern of Racketeering Conduct and Fraud

468. The Defendants engaged in a coordinated scheme to suppress competition and monopolize the market through enterprise-level fraud. Their conduct included:

- Falsely advertising Wi-Fi Calling as “free,” when in reality it was only available within high-cost bundles;
- Blocking access to distribution pathways for independent providers and alternative platforms;
- Misleading both consumers and investors about the availability and commercial viability of unbundled Wi-Fi Calling.

469. Standing Basis (RICO §1964(c)): The subscriber and shareholder classes were intentionally and foreseeably harmed by this coordinated exclusion strategy. Under RICO §1964(c), both classes are entitled to seek treble damages and injunctive relief based on financial harm caused by fraudulent misrepresentation and systemic exclusion.

6. How “No-Charge Wi-Fi Calling” Created Classwide Economic Harm

470. Although Defendants advertised Wi-Fi Calling as “free,” it was only available to customers who purchased bundled services. This pricing distortion:

- Eliminated competitive offerings, making it impossible for consumers to access lower-cost plans;
- Devalued investment portfolios tied to the commercialization of standalone Wi-Fi Calling;
- Destroyed licensing potential, as third parties could not realistically compete with “free” offerings tethered to full-service plans.

471. This was not legitimate competition—it was predatory and exclusionary, violating antitrust, telecommunications, and racketeering law.

472. Each of these statutes provides a separate basis for standing and recovery. But taken together, they expose a unified exclusionary scheme that inflicted structural harm on both the subscriber and shareholder classes. The table below summarizes how each legal framework, when applied to the Defendants’ conduct, resulted in specific, redressable injuries under federal law.

Final Summary Table: Statutory Violations and Standing Basis

Statute	Violation by Defendants	VoIP-Pal's Standing Basis
Sherman Act §1	Horizontal coordination to tie Wi-Fi Calling and suppress alternatives	Loss of market access and coordinated exclusion
Sherman Act §2	Predatory pricing (\$0.00) to destroy standalone market	Suppressed pricing model, entry blocked
Clayton Act §3	Illegal tying of Wi-Fi Calling to full cellular bundles	Elimination of product alternatives
Clayton Act §4	Private right to sue for antitrust injuries	Treble damages for lost licensing and suppressed commercial entry
Telecom Act §251(c)(3)	Refusal to unbundle routing infrastructure for competitive access	Denied network access, blocking VoIP-Pal's entry
RICO §1964(c)	Fraudulent enterprise conduct—misleading pricing, internal tech use without license	Direct economic harm from enterprise-level exclusion scheme

E. STANDING UNDER RESTITUTION LAW

1. The Equitable Lien as a Fifth and Independent Federal Basis for Standing

473. In addition to its statutory claims under the Sherman Act, Clayton Act, § 251 of the Telecommunications Act of 1996, and the Racketeer Influenced and Corrupt Organizations Act (RICO), the Class asserts a fifth and independent legal basis for recovery under federal equitable doctrine. Specifically, the Class seeks restitution through the imposition of an equitable lien or constructive trust, as authorized by Restatement (Third) of Restitution and Unjust Enrichment § 48 (2011). This equitable claim arises not from ownership of technology, but from the traceable unjust enrichment that the Defendants obtained by forcing subscribers to fund access to Wi-Fi Calling under false pretenses. That access was only available through bundled cellular plans. The Class alleges that it paid into a system that misrepresented the nature of the service and suppressed unbundled options.

2. Legal Basis for the Class's Equitable Lien Claim

474. Restatement (Third) of Restitution and Unjust Enrichment § 48 provides that a court may impose an equitable lien when a defendant retains proceeds traceable to a

plaintiff's coerced, deceptive, or involuntary payments—particularly where those payments funded a service or infrastructure marketed deceptively. The U.S. Supreme Court affirmed this principle in *Sereboff v. Mid Atlantic Medical Services, Inc.*, 547 U.S. 356 (2006), holding that equitable liens may be enforced when the benefit retained is specific, measurable, and obtained by unjust means, even in the absence of a property or contract-based relationship. The Class seeks restitution for the specific economic value it was forced to fund—subscriber payments tied to bundled plans that were offloaded from the carrier's more expensive cellular infrastructure onto cheaper, unlicensed systems. The Defendants retained those payments and realized savings, while falsely presenting Wi-Fi Calling as “free” and denying any lawful alternative.

3. Why Equitable Standing Exists Independently of Statutory Claims

475. Equitable standing does not require proof of monopoly power or a statutory violation. It is triggered when a defendant retains measurable, traceable benefits through systemic coercion or deception, and when the injured party can demonstrate its role in funding or enabling those gains. In this case, the Class's payments were the source of the unjust enrichment. The profits and cost savings Defendants retained flowed directly from that coerced and bundled payment model. The Class pay into a commercial infrastructure that was deceptively marketed, illegally bundled, and the Defendants' profits arose from that arrangement. These facts meet the precise conditions for restitution under § 48. The Class meets all three elements required under federal equity doctrine for an equitable lien:

- **Traceability:** The Defendants' unjust gain—comprising both subscriber revenue and cost savings—is directly traceable to subscriber payments made under false pretenses and tied access conditions.

- **Quantifiability:** The gains are measurable and conservatively estimated at \$209.47 billion between 2018 and 2024, based on internal cost savings and subscriber billing models disclosed in public filings.
- **No Contract Required:** The Class need not prove a contractual right. It is enough that subscriber payments were made under a system built on coercion, misrepresentation, and exclusion, and that the Defendants retained the benefit unjustly.

DEFENDANTS' FRAUD OVERRIDES ARBITRATION CLAUSES

476. This Class Action Complaint, brought in part under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c), which lays a foundation of anticompetitive and illegal antitrust conduct, asserts a nationwide scheme of coordinated fraud, deceptive misrepresentation, and monopolistic exclusion by AT&T, Verizon, and T-Mobile. These Defendants embedded arbitration clauses within subscriber contracts to shield themselves from liability. But where racketeering conduct impacts the public interest and violates federal statutes such as RICO, the Sherman Act, and Section 251 of the Telecommunications Act, arbitration cannot be used to shield systemic misconduct.

477. This section supplements Plaintiffs' Rule 23(b)(3) arguments, demonstrating that arbitration would fragment class cohesion and impair the administration of justice. Certification ensures uniform adjudication. Arbitration undermines it.

A. Arbitration Clauses Cannot Be Used to Shield RICO Enterprise Conduct

478. Courts have repeatedly held that RICO claims can override arbitration clauses in cases where the arbitration agreement was procured through fraud or concealment, where the claims involve systemic enterprise misconduct rather than private contractual disputes,

and where the allegations concern public harm and statutory violations. That is precisely the situation here. The Defendants marketed Wi-Fi Calling as “no charge,” embedded it within and tied it to bundled service plans, utilized VoIP-Pal’s DID-based routing system in Wi-Fi Calling in these bundled plans, and billed consumers for services tied to but not delivered through the cellular infrastructure. These actions constitute a fraudulent enterprise affecting both consumers and competitors, placing the claims squarely within the type of misconduct for which arbitration clauses cannot shield liability.

479. In *Shearson/American Express Inc. v. McMahon*, 482 U.S. 220 (1987), the Supreme Court held that while arbitration may be appropriate in certain securities disputes, RICO claims may proceed in federal court where they allege systemic fraud and harm to the public interest. Plaintiffs allege a \$209.47 billion fraud perpetrated by Defendants, impacting an estimated 373 million wireless subscribers nationwide. The arbitration clauses embedded in subscriber agreements are insufficient to shield Defendants from liability under RICO, where the alleged misconduct constitutes a pervasive and publicly harmful enterprise that far exceeds the bounds of private contractual relationships.

480. In *In re Managed Care Litigation*, 132 F. Supp. 2d 989 (S.D. Fla. 2000), the court refused to enforce arbitration clauses where plaintiffs alleged enterprise-level fraud in healthcare billing. The defendants had misrepresented the nature of services rendered, concealed critical costs, and engaged in systemic deception affecting a broad class of individuals. The conduct was found to invoke RICO’s protections and to be incompatible with private arbitration remedies.

481. In *Davis v. Southern Energy Homes, Inc.*, 305 F.3d 1268 (11th Cir. 2002), the Eleventh Circuit held that arbitration provisions are unenforceable where a business model

is built on fraud. The court found that fraudulent practices embedded into the operational structure of a company invalidate the legitimacy of arbitration agreements signed under such a framework.

482. In *Doe v. Exxon Mobil Corp.*, 654 F.3d 11 (D.C. Cir. 2011), the D.C. Circuit held that claims involving systemic violations of law and harm to the public interest—such as human rights abuses—are not subject to the limits of private arbitration. When a corporation’s conduct implicates statutory violations of national importance, federal courts retain jurisdiction to enforce those rights. The same principle applies to allegations under RICO and antitrust statutes, which exist to deter and redress large-scale public harm.

483. In *Hooters of America, Inc. v. Phillips*, 173 F.3d 933 (4th Cir. 1999), the Fourth Circuit struck down an arbitration agreement designed to deny a fair and impartial process. The court found that arbitration provisions that are unconscionable or constructed to protect a corporation at the expense of consumer rights cannot stand. Arbitration clauses that operate as tools to shield enterprise-level fraud and systemic misconduct are precisely the type of abuse that RICO was enacted to combat.

B. Breach of Telecommunications Act § 251 and Arbitration Invalidity

484. Under 47 U.S.C. § 251(c)(3), telecommunications carriers are required to provide unbundled access to network elements to promote fair competition. Defendants violated this statutory obligation utilizing VoIP-Pal’s DID-based routing system in Wi-Fi Calling and tying access to it through paid cellular service plans. This conduct constitutes an unlawful refusal to unbundle essential network components and renders their subscriber agreements—including embedded arbitration clauses—unenforceable.

485. In *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999), the Supreme Court

affirmed that carriers must unbundle network elements to ensure market access for competitors. Defendants’ failure to unbundle the routing infrastructure used for Wi-Fi Calling directly contravenes this mandate and operates to suppress competition in the telecommunications marketplace.

486. Similarly, in *Covad Communications Co. v. BellSouth Corp.*, 299 F.3d 1272 (11th Cir. 2002), the Eleventh Circuit held that the denial of unbundled access to infrastructure is actionable under Section 251. Defendants’ practice of bundling Wi-Fi Calling with mandatory cellular service, while denying direct access to the routing infrastructure, constitutes an exclusionary tactic that burdens both consumers and potential market entrants. Such violations of federal telecommunications law invalidate any contractual barriers to enforcement, including arbitration clauses.

C. Fraudulent Misrepresentation of Wi-Fi Calling as “Free” Under Federal Antitrust Laws

487. Defendants concealed the true cost structure of their services by advertising Wi-Fi Calling as “free,” while simultaneously requiring subscribers to pay full price for cellular service plans. In reality, Defendants offloaded voice traffic onto subscribers’ broadband connections—paid for separately by the consumer. This misrepresentation was not incidental but formed a core element of a deceptive pricing scheme that defrauded consumers nationwide.

488. In *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440 (2006), the Supreme Court held that when a contract is void due to fraud in the underlying transaction, its arbitration clause is likewise unenforceable. Defendants’ subscriber agreements, procured through systematic deception about service delivery and pricing, violate federal antitrust

laws and are void in their entirety, including any arbitration provisions.

489. The California Supreme Court reached a similar conclusion in *Discover Bank v. Superior Court*, 36 Cal. 4th 148 (2005), holding that arbitration clauses cannot be enforced where they operate to shield fraudulent conduct. Defendants’ “free Wi-Fi Calling” narrative was knowingly false, designed to obscure the use of consumer-funded infrastructure and suppress scrutiny. These clauses, embedded in contracts obtained through deception, must be set aside under federal antitrust laws.

D. Preemption is Necessary for Class wide Judicial Access

490. RICO § 1962(c) was enacted to dismantle fraudulent enterprises that operate through patterns of racketeering, including wire fraud, mail fraud, and structural market exclusion. When such conduct involves public deception on a national scale, embedded arbitration clauses in service contracts cannot override the statutory right of injured parties to pursue federal remedies. The use of arbitration to conceal enterprise-level fraud undermines the core purpose of RICO and denies victims access to judicial enforcement mechanisms.

491. The nature and scope of the fraud alleged in this case—impacting 373 million consumers, involving coordinated misrepresentation, and spanning interstate communications—preclude arbitration as a viable or lawful substitute for classwide adjudication. These contracts were fraudulently induced and embedded with clauses designed to shield racketeering activity from judicial review.

492. The enforcement of arbitration clauses in this context would directly defeat the purpose of Rule 23(b)(3). Arbitration fragments classwide resolution, undermines the predominance of common issues, and disrupts the superiority of a unified proceeding in

federal court. Where arbitration clauses are used as tools to obstruct justice and silence systemic claims, they must be deemed unenforceable.

PLAINTIFFS DAMAGES MODEL (\$62.84 BILLION)

A. Preliminary Damages Model and Disclaimer

493. The damages estimates provided herein represent preliminary calculations performed in good faith by the Plaintiffs. These calculations rely upon publicly available subscriber data, technical deployment records, and industry-standard pricing benchmarks. They form the foundation of VoIP-Pal's individual damages claims under the Sherman Act, the Clayton Act, the Telecommunications Act § 251, and the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c). These figures are conservative and subject to refinement by experienced damages expert report, the damages model could change once it is finalized.

494. Plaintiffs respectfully submits these preliminary estimates to establish:

- The scale of the enterprise-level fraud executed by AT&T, Verizon, and T-Mobile;
- The direct structural and financial harm to VoIP-Pal as an excluded innovator, denied licensing, market access, and fair compensation for its foundational infrastructure;
- The factual and economic basis for treble damages under RICO and equitable relief under federal antitrust and telecommunications law.

B. \$209.47 Billion in Coordinated Enterprise unjust enrichment Fraud: The Structural Exclusion of VoIP-Pal

495. Between 2018 and 2024, AT&T, Verizon, and T-Mobile generated an estimated \$209.47 billion in “Offloading” cost savings and fraudulent billing revenue by:

- Utilized VoIP-Pal’s patented DID-based routing system in their networks with Wi-Fi Calling without license or payment;
- Offloading over 40% of mobile voice traffic onto subscriber-funded Wi-Fi connections without infrastructure investment;
- Deceiving the public by advertising Wi-Fi Calling as “no charge,” while billing full cellular voice rates and preventing VoIP-Pal from deploying or licensing its innovations.

496. VoIP-Pal’s DID-based routing system contributed to this offloading. The Defendants knew this, used it, and excluded VoIP-Pal from the market. With 97% market control, these three carriers created a closed ecosystem in which no competing VoWiFi platform—including one built by VoIP-Pal—could survive.

497. VoIP-pal is claiming its share of its patented routing claims of \$62.84 Billion excluding treble damages. The Defendants illegally tied Wi-Fi Calling to paid cellular calling and texting plans, advertised Wi-Fi Calling as “no charge,” and utilized VoIP-Pal’s routing classification system without license. This was not a one-time act. It was a six-year enterprise scheme that systematically:

- Excluded VoIP-Pal from the market;
- Offloaded over 40% of U.S. mobile voice traffic onto subscriber-funded Wi-Fi without compensation;
- And continued to bill consumers at full cellular rates, even though their calls never utilized carrier infrastructure.

498. In any system that supports Wi-Fi Calling, the practicing of VoIP-Pal’s DID claims is necessary. This is because such systems require the ability to dynamically identify on-net destinations —what is accomplished by the “private network routing message” recited

in VoIP-Pal's DID claims. The use of a subscriber database (DID record) to both classify calls as on-net or off-net and to locate the callee for on-net destinations is a necessary function in systems that enable Wi-Fi calling and cellular infrastructure offloading.

499. This damages model reflects that shared legal and technical foundation. It presents:

- A 35% infrastructure offset based on the Universal Service Fund (USF),
- A 30% apportionment to VoIP-Pal based on the use of its DID routing system,
- A common pool of damages from a shared, systemic breach under RICO, the Sherman Act, and Telecommunications Act § 251.

C. Step-by-Step: Final Damages Breakdown – Told Simply

500. Step 1: Subscriber Base—373 million U.S. mobile lines were serviced by the Defendants between 2018 and 2024.

501. Step 2: Subscriber Payment—\$30/month = \$360/year per subscriber.

- Annual Revenue: \$134.28 billion
- 6-Year Total: \$805.68 billion

502. Step 3: Offloading Estimate (Conservative)—40% of voice calls offloaded = \$53.71 billion/year.

- 6-Year Total: \$322.26 billion

503. Step 4: Infrastructure Offset (USF-Based)—35% deduction = \$112.79 billion in total infrastructure cost.

504. Step 5: Net Unjust Enrichment—\$322.26B – \$112.79B = \$209.47 billion

505. Step 6: VoIP-Pal's Contribution to Routing (30%)—VoIP-Pal patented a DID-based routing system that classified calls and is essential to cellular infrastructure

offloading.

- 30% of \$209.47B = \$62.84 billion (VoIP-Pal's damages)

506. Final Damages Table (Unjust Enrichment)

Component	Annual	6-Year Total
Total Subscriber Revenue	\$134.28B	\$805.68B
Offloaded Voice Revenue	\$53.71B	\$322.26B
Less: 35% Infrastructure Offset	\$18.80B	\$112.79B
Net Unjust Enrichment	\$34.91B	\$209.47B
VoIP-Pal's Structural Damages (30%)	\$10.47B	\$62.84B
Consumer Restitution (Remaining 70%)	\$24.44B	\$146.63B

507. RICO Treble Damages Table

Party	Base Damages	Treble Damages (3x)
VoIP-Pal	\$62.84 billion	\$188.52 billion
373M Subscribers	\$146.63 billion	\$439.89 billion
Total Enterprise Fraud	\$209.47 billion	\$628.41 billion

508. Plaintiffs seek:

Restitution on behalf of 373 million subscribers in the amount of \$146.63 billion, representing overcharges and losses stemming from the forced tying of Wi-Fi Calling to cellular services—subject to trebling under the RICO and Sherman Acts to \$439.89 billion.

- Equitable relief to restore fair market access and prevent further exclusion of competitive alternatives.

- A formal reservation of all structural damage claims and licensing losses sustained by VoIP-Pal, the lead plaintiff, which will be independently assessed and submitted by retained damages experts in accordance with Federal Rules of Civil Procedure.
- VoIP-Pal does not seek \$62.84 billion in this filing; that figure reflects only the indicative scale of market exclusion and infrastructure-based innovation losses, not a final damages claim. Final valuation will be determined by expert analysis and presented at the appropriate stage.
- The figures presented in this section are intended solely to demonstrate the overall structure and logic of the damages model—not to assert a finalized claim at this stage.

509. Based on these calculations, the estimated enterprise-wide exposure exceeds \$628 billion, combining subscriber restitution, treble damages, and market-wide liability under RICO, antitrust, and telecommunications statutes.

D. Damages Calculation For Equitable Lien

510. Even if statutory damages compensate the Class for losses resulting from antitrust, telecommunications, and RICO violations, they do not fully account for the unjust enrichment retained by the Defendants through the coercive bundling and deceptive marketing of Wi-Fi Calling. The Class paid for full cellular voice and texting service to access what was marketed as “free,” while the Defendants offloaded calls over infrastructure that cost virtually nothing to operate. The equitable lien sought by the Class does not duplicate statutory relief—it is a standalone restitution remedy, designed to strip away illicit profits and restore to the Class what was wrongly extracted through hidden infrastructure and false service framing.

511. The Defendants rerouted subscriber voice traffic away from licensed cellular towers and onto consumer-funded Wi-Fi networks, thereby avoiding billions in network usage, spectrum allocation, and infrastructure costs. This strategic offloading occurred invisibly to subscribers, who continued paying for full cellular service while unwittingly enabling the Defendants to achieve operational savings. From 2018 through 2024, this covert rerouting generated an estimated \$209.47 billion in avoided infrastructure expenses. The Class asserts that these gains were secured through a coercive service model that masked the true function and cost of Wi-Fi Calling. In parallel, the Defendants collected full subscription fees for bundled cellular plans that concealed the operation and cost basis of Wi-Fi Calling. Although the feature was marketed as “no charge,” access to it was conditioned on the mandatory purchase of a tied cellular service plan. This subscriber-derived revenue, obtained through compelled purchases and misleading representations, is likewise subject to restitution.

512. These two streams of enrichment—offloading savings and subscriber overbilling—were not incidental to the Defendants’ operations; they were central to their pricing structure and competitive strategy. Each stream is independently traceable through internal carrier cost models, FCC compliance reports, STIR/SHAKEN filings, industry financial disclosures, and subscriber billing data. Both are quantifiable and remain under the Defendants’ exclusive control, meeting the standards for traceability and asset identification articulated in *Sereboff* and *Montanile v. Board of Trustees of the National Elevator Industry Health Benefit Plan*, 577 U.S. 136 (2016).

513. The Class therefore seeks a lien or constructive trust over a minimum of \$209.47 billion in avoided costs, with additional subscriber-based revenues to be added upon

completion of economic review. This remedy is fully warranted under applicable equitable doctrines to restore funds obtained through structural coercion, concealment, and the suppression of transparent market choice. The Class seeks the lien or constructive trust over these proceeds pursuant to Restatement § 48 and the general restitution principles of § 1. While the precise amount of subscriber-derived revenue is yet to be determined, expert analysis and discovery will reveal the extent to which plan pricing was inflated through deceptive bundling and misrepresentation.

E. Why This Damages Model Is the Right One

514. The Defendants will attempt to argue that the damages model presented here is inflated, speculative, or disconnected from their real infrastructure costs. But that argument falls apart under scrutiny. This model is technically precise, economically conservative, legally sound, and structurally aligned with how telecom infrastructure and Wi-Fi Calling actually works. Here’s why this model must be accepted—and why the Court should reject any attempt to minimize or obscure the Defendants’ liability.

1. It Applies a Real-World Infrastructure Offset (USF – 35%)

515. Unlike a theoretical guess, this model applies a concrete, federally recognized benchmark—the Universal Service Fund (USF)—to calculate how much the Defendants should retain for infrastructure-related costs. The USF imposes a 30–35% contribution requirement on all telecom service providers to cover the cost of maintaining public network access. We applied the high end of that range: 35%, giving the Defendants full benefit of doubt. This deduction preempts their strongest defense—that they incurred costs to support Wi-Fi Calling—and still shows that the bulk of the profit was unjust.

2. It Uses a Conservative 40% Offloading Figure

516. Industry studies show that Wi-Fi offloading ranges between 55% and 65%, especially in urban and broadband-rich areas. However, to avoid any appearance of exaggeration, we used a flat 40% offloading estimate—well below industry norms. This ensures that every revenue number tied to Wi-Fi Calling is understated, not overblown. The Defendants can’t credibly argue that we overstated the traffic volume when we deliberately understated it.

3. It Relies on the Only Accurate Technical Model: The DID-Based Routing Classification

517. One component of this model is VoIP-Pal’s DID-based routing system. Here’s the technical reality—acknowledged by both regulatory filings and VoIP-Pal’s patents. In any system that supports Wi-Fi Calling, the practicing of VoIP-Pal’s DID claims is necessary. This is because such systems require the ability to dynamically identify on-net destinations—what is accomplished by the “private network routing message” recited in the DID claims. The use of a subscriber database (DID record) to both classify calls as on-net or off-net and to locate the callee for on-net destinations is a necessary function in systems that enable Wi-Fi calling and cellular infrastructure offloading.

518. This isn’t speculative. The Defendants utilized this logic into their IMS core, and that logic is essential in their system that enabled billions of voice calls to be offloaded—without ever utilizing cellular infrastructure.

4. It Incorporates Legally Mandated Apportionment Principles

519. It is based on:

- Uniloc USA, Inc. v. Microsoft Corp.;
- Akamai Techs., Inc. v. Limelight Networks;
- MCI v. AT&T;
- FTC v. Qualcomm.

520. This model correctly apportions 30% of net unjust enrichment to VoIP-Pal, based on the role its DID-based routing system played in the offloading process. We are not claiming 100% of the fraud—just the portion attributable to the system the Defendants used, but never licensed.

5. It Separates Consumer Harm and Innovator Harm Appropriately

521. This model makes a clear distinction:

- VoIP-Pal claims 30% of the net unjust enrichment for the unauthorized use of its patented system = \$62.84 billion;
- 373 million subscribers are entitled to the remaining 70%, for being deceptively billed for services never delivered = \$146.63 billion.

522. This dual-structured model is not only equitable—it's judicially efficient. It shows that both the excluded competitor and the overbilled public were injured by the same illegal conduct. And because both claims arise from the same breach—forced tying, false advertising, and unlicensed use of VoIP-Pal's system—they form the foundation of the enterprise fraud under RICO.

6. It Compares Favorably with Historic Fraud Cases

523. This isn't just another telecom lawsuit. When measured by damages to the public, this case is the largest telecommunications fraud in U.S. history, and one of the largest

corporate frauds ever uncovered:

Rank	Fraud Case	Amount
1	AT&T / Verizon / T-Mobile (Wi-Fi Fraud – Subscriber Harm Only)	\$146.63B
2	Enron	\$74B
3	Bernie Madoff	\$65B
4	Volkswagen Dieselgate	\$30B
5	Facebook/Cambridge Analytica	\$5B
6	Wells Fargo Fake Accounts	\$3.5B

524. And that’s before treble damages under RICO.

F. The Defendants’ \$200 Billion-Per-Year Gross Profit RICO Enterprise

1. One Enterprise—Three Brands: Fueled By Offloading And Exclusion Of VoIP-Pal’s Technology

525. This Complaint does not allege unfair competition among independent wireless carriers. It exposes a nationwide racketeering enterprise executed by AT&T, Verizon, and T-Mobile—an enterprise whose profits depended on two unlawful pillars: the unauthorized utilization of VoIP-Pal’s patented DID-based routing technology, and the coordinated effort to block VoIP-Pal and other potential Wi-Fi market participants from entering the Wi-Fi Calling market altogether.

526. VoIP-Pal’s routing technology is essential to Wi-Fi Calling. It is utilized in systems that offload traffic from cellular towers and onto subscriber-funded Wi-Fi networks. The classification, association, and routing functionality—described in VoIP-Pal’s asserted claims—was utilized in IMS cores without license. This functionality offloaded more than 40% of all U.S. mobile voice traffic, dramatically lowering infrastructure costs for the Defendants while billing subscribers as though traditional towers had been used.

527. Yet the enterprise fraud did not stop with routing infrastructure. VoIP-Pal was also

developing and positioned to deploy a competitive, standalone Wi-Fi Calling platform using its patented RBR and DID technologies. The Defendants preempted that competition by locking Wi-Fi Calling behind bundled cellular plans, misrepresenting it as “included” or “no charge,” and denying any licensing, interconnection, or consumer-facing options that would have allowed VoIP-Pal to enter the market.

528. By preventing VoIP-Pal and others from competing and by utilizing VoIP-Pal’s routing technology without authorization, the Defendants collectively contributed to one of the largest and most lucrative racketeering schemes in modern commercial history—driving approximately \$200 billion in gross profit annually.

2. Systemic Offloading Powered The Defendants’ RICO Enterprise’s Core Profit Structure

529. Between 2018 and 2024, AT&T, Verizon, and T-Mobile executed an offloading scheme that routed billions of mobile voice calls over private broadband connections—not public carrier towers. These calls used VoIP-Pal’s DID-based routing claims to determine call classification and complete delivery across internal IP networks.

530. This routing avoided the costs of cellular spectrum, tower transmission, and switching infrastructure—yet the Defendants charged subscribers full voice service rates. The underlying technology enabled this discrepancy. And the exclusion of VoIP-Pal ensured no competitive option would challenge it.

531. The Defendants’ annual gross profits—estimated at \$200 billion—were sustained through infrastructure savings made possible by VoIP-Pal’s routing system, and through the artificial preservation of market power by suppressing VoIP-Pal’s Wi-Fi Calling platform.

532. The offloading was not a side effect. It was the core business model. By preventing VoIP-Pal from competing with its own Wi-Fi Calling platform—while simultaneously deploying its DID-based routing claims without license—the Defendants created a structural profit engine that operated outside market forces and consumer choice.

3. The World’s Most Profitable Telecom Fraud—And VoIP-Pal Was Locked Out

533. If AT&T, Verizon, and T-Mobile are properly viewed as a RICO enterprise—as this Complaint alleges—they would rank among the most profitable corporate entities in the world:

2023 Global Gross Profit Rankings

Saudi Aramco – \$326 Billion

AT&T + Verizon + T-Mobile (RICO enterprise) – \$200 Billion

Apple – \$170 Billion

Amazon – \$162 Billion

Microsoft – \$135 Billion

Alphabet (Google) – \$115 Billion

534. The Defendants did not create standalone Wi-Fi Calling technology. What they created was a tightly coordinated structure to extract profits from subscriber-funded networks using VoIP-Pal’s technology—while blocking VoIP-Pal from entering the market with its own solution.

535. This exclusion was not incidental. It was deliberate, strategic, and central to the operation of the RICO enterprise.

4. Offloading And Market Foreclosure Drove The Defendants' \$200 Billion-Per-Year Enterprise

536. The Defendants' ability to offload cellular voice traffic to Wi-Fi was not incidental to their profit model—it was the structural heart of it. That offloading made use of VoIP-Pal's DID-based routing technology without authorization. Together, the unauthorized deployment of VoIP-Pal's system and the forced tying of Wi-Fi Calling to expensive cellular bundles contributed directly to the Defendants' \$200 billion in gross annual profit. This is not hypothetical—it is the measurable result of systemic exclusion, deceptive billing, unlawful service bundling, and enterprise-level fraud. A routing system that is utilized by this scheme was developed by VoIP-Pal. The Wi-Fi networks that carried the calls were paid for by subscribers. The competitive product that could have broken the monopoly was never allowed to reach the market.

THE COUNTS

A. COUNT I – Monopolization and Attempted Monopolization

537. Violation of Section 2 of the Sherman Act (15 U.S.C. § 2): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. The Defendants—AT&T, Verizon, and T-Mobile—collectively control over 97% of the U.S. mobile voice market, including virtually the entire commercial delivery infrastructure for Wi-Fi Calling. Through parallel conduct and coordinated service architecture, they jointly executed a unified plan to monopolize the Wi-Fi Calling market by foreclosing all standalone alternatives and ensuring that consumers could only access the service through bundled cellular voice and texting plans. The Defendants jointly engaged in the following

three forms of anticompetitive conduct in violation of Section 2 of the Sherman Act:

538. Monopolization: First, the Defendants engaged in monopolization by design. Despite Wi-Fi Calling being a technically and commercially separable service capable of functioning independently over broadband networks, the Defendants refused to offer it unbundled. Consumers were only allowed access to Wi-Fi Calling if they purchased full-priced cellular service, even when they had no need for cellular voice or SMS. By removing the option to buy Wi-Fi Calling as a standalone feature, Defendants eliminated the potential for any market-based alternatives to arise. This conduct mirrors the monopolization strategy found unlawful by Judge Amit P. Mehta in *United States v. Google LLC*, Case No. 1:20-cv-03010 (D.D.C.), where the Court found that Google’s exclusive control over distribution channels violated Section 2 of the Sherman Act by suppressing viable competition through structural foreclosure.

539. Attempted Monopolization: Second, the Defendants attempted monopolization through deceptive marketing and forced consumption. By advertising Wi-Fi Calling as “included” or “no charge,” while requiring its use be tied to paid cellular subscriptions, they destroyed consumer awareness and demand for an unbundled alternative. There was no product tier, no opt-out, and no standalone pricing model. The Defendants intentionally eliminated all possibility that subscribers might choose only the service they actually needed. This conduct, aimed at preempting the emergence of any direct competitor, aligns with the attempted monopolization claim upheld in *Google* by Judge Mehta—where intent, structure, and effect combined to foreclose a competitive pathway.

540. Conspiracy to Monopolize: Third, the Defendants conspired to monopolize the Wi-Fi Calling market by deploying the same architecture, marketing language, and

bundling strategy across all three networks. Each Defendant operated independently in name only, while adopting identical service terms: Wi-Fi Calling could not be accessed except through their full-service bundles. This uniformity was not a coincidence. It was an enterprise-level strategy to suppress consumer choice, exclude any disruptive service model, and ensure that 373 million subscribers remained locked into bundled products they could not break apart. This conduct parallels the collusion condemned by Judge Leonie M. Brinkema in *United States v. Google LLC*, Case No. 1:23-cv-00108 (E.D. Va.), where the exclusion of standalone access and systemic tying across platforms was ruled a violation of both Sherman Act §§ 1 and 2.

541. These three forms of exclusion—monopolization, attempted monopolization, and conspiracy to monopolize—were not incidental market outcomes. They were the product of deliberate, synchronized conduct by all three Defendants. Subscribers were denied access to a standalone Wi-Fi Calling product, denied price transparency, and denied the ability to select services based on actual need or value. The result was structural market closure, forced overpayment, and the complete absence of lawful competition in the Wi-Fi Calling segment.

542. The Defendants’ conduct constitutes direct violations of Section 2 of the Sherman Act, and entitles the Plaintiffs and the Class to damages, injunctive relief, and all remedies available under federal antitrust law.

B. COUNT II – Predatory Pricing

543. Violation of Section 2 of the Sherman Act (15 U.S.C. § 2): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

544. Monopoly Power: Defendants maintain monopoly power over the U.S. mobile

voice market and used that dominance to engage in an unlawful pricing scheme that harmed consumers and suppressed market entry. By advertising Wi-Fi Calling as “no charge,” the Defendants gave the illusion of a free, value-added feature—when in fact the cost of Wi-Fi Calling was buried within broader cellular bundles, which consumers were required to purchase regardless of whether they needed the cellular components.

545. Predatory Conduct: This pricing was not just misleading—it was predatory. The Defendants offered Wi-Fi Calling at an artificially suppressed price point not to benefit consumers, but to block the emergence of competitively priced standalone services. A truthful, unbundled pricing model would have revealed that Wi-Fi Calling, when sold separately, could have delivered significant consumer savings. But the Defendants structured the service to appear “free” only within a bundle that carried full cellular pricing—effectively eliminating any meaningful ability to price-shop or downgrade.

546. Below-Cost Intent: Consumers were never given the opportunity to evaluate the standalone value of Wi-Fi Calling, because the product was never offered separately. Instead, the Defendants used their dominant cellular market position to fund the appearance of free access—while collecting full retail pricing and removing all transparency from the transaction.

547. Injury to the Class: This conduct caused direct harm to the Class. Millions of consumers paid inflated cellular fees to obtain a service that could have been offered independently, at a fraction of the price. The Defendants’ below-cost pricing model made it economically impossible for any alternative or unaffiliated provider to introduce a lawful, standalone VoWiFi service. It shut the door to competition not by outperforming rivals, but by pricing them out of existence before they could reach the market.

548. The Defendants’ conduct constitutes a direct violation of Section 2 of the Sherman Act, and entitles the Plaintiffs and the Class to damages, injunctive relief, and all remedies available under federal antitrust law.

C. COUNT III —Tying

549. Violation of Section 1 of the Sherman Act (15 U.S.C. § 1): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. The Defendants—AT&T, Verizon, and T-Mobile—collectively control more than 97% of the U.S. mobile voice market. Each Defendant offers Wi-Fi Calling as an embedded feature in its consumer plans but refuses to offer the service on a standalone basis. Despite the fact that Wi-Fi Calling is technically separable from cellular voice and texting services—and can operate independently over public or home Wi-Fi networks—the Defendants have unlawfully conditioned access to Wi-Fi Calling on the mandatory purchase of bundled cellular plans.

550. Tying Product: Cellular voice and texting plans.

551. Tied Product: Wi-Fi Calling services, utilizing VoIP-Pal’s DID-based routing system without authorization, license, or attribution.

552. This constitutes a classic tying arrangement. Consumers are forced to purchase full-priced cellular voice and text services in order to obtain a distinct and independently operable product: Wi-Fi Calling. No carrier offers Wi-Fi Calling as a standalone service. No alternative is available outside the bundle. The Defendants use their dominance in the cellular market to impose this condition across all brands, denying the public access to a lower-cost or unbundled Wi-Fi Calling option.

553. This conduct mirrors the facts and legal conclusions reached in *United States v.*

Google LLC, Case No. 1:23-cv-00108 (E.D. Va.), where Judge Leonie M. Brinkema ruled that Google’s tying of its ad server to its ad exchange violated Section 1 of the Sherman Act. The Court held that where a dominant company leverages control over one product to force consumption of a second product, such conduct constitutes a per se violation of federal antitrust law. In direct application here, the Defendants leveraged their control over cellular access to force consumers into accepting Wi-Fi Calling as part of a bundled package, rather than offering it transparently and separately.

554. Anticompetitive Effect: This tying arrangement as a per se violation or under the rule of reason substantially foreclosed competition in the standalone VoWi-Fi market, denying innovators like VoIP-Pal any option to compete.

555. Injury to the Class: The Defendants’ refusal to offer Wi-Fi Calling independently—despite its technical separability—and their requirement that consumers purchase cellular access in order to use it, constitutes a structural and contractual tying scheme. It eliminated real market choice, suppressed potential pricing competition, and misled consumers into believing that Wi-Fi Calling was truly “free” or “included,” when in fact it was part of a costly bundled package.

556. The Defendants’ conduct constitutes an unreasonable restraint of trade and a per se illegal tying arrangement under 15 U.S.C. § 1, and entitles the Plaintiffs and the Class to damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

D. COUNT IV— Restraint of Trade Through Enterprise Fraud

557. Violation of Section 1 of the Sherman Act (15 U.S.C. § 1): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

558. Restraint by Contract and Conduct: The Defendants engaged in a broader and more deceptive form of exclusion: not simply contractual tying, but a conspiracy in restraint of trade carried out through enterprise-level fraud. The Defendants acted in lockstep—not only in pricing and bundling structure—but in how they concealed the delivery and cost of Wi-Fi Calling while simultaneously marketing it as “included,” “free,” or “internal.”

559. Consumers were led to believe that they were receiving conventional cellular calling services when, in reality, calls were frequently offloaded onto Wi-Fi networks—without clear disclosure, cost transparency, or consumer consent. At the same time, the Defendants charged consumers as if those calls were being delivered over traditional tower-based cellular infrastructure, even when no such infrastructure was used. This uniform concealment was not an accident—it was a shared enterprise strategy to hide the cost, control the narrative, and prevent consumers from understanding or demanding a more affordable, unbundled alternative.

560. This conduct restrained trade not only through bundling, but by systematically obscuring the technical and economic truth of the service being delivered. Consumers were denied the ability to assess whether Wi-Fi Calling could be delivered to them separately, whether they were being overcharged for cellular services they did not fully use, and whether other providers or platforms might offer a better alternative. By concealing these facts, the Defendants suppressed market awareness, blocked demand for competition, and ensured that subscribers remained captive to a model they were not empowered to evaluate or opt out of.

561. Injury to the Class: The result was a closed ecosystem of deception: coordinated

messaging, coordinated billing, and coordinated denial of consumer agency. The restraint of trade here did not occur through pricing structure alone—it was enacted through a synchronized deception that spanned all three brands and every major pricing tier.

562. The Defendants’ conduct constitutes an unreasonable restraint of trade through enterprise fraud under 15 U.S.C. § 1, and entitles the Plaintiffs and the Class to damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

E. COUNT V — Tying

563. Violation of Section 3 of the Clayton Act (15 U.S.C. § 14): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

564. Monopoly Power: The Defendants—AT&T, Verizon, and T-Mobile—collectively possess more than 97% of the U.S. mobile voice market and jointly control commercial delivery of Wi-Fi Calling. Each Defendant refused to offer Wi-Fi Calling as a standalone product. Instead, they made access to Wi-Fi Calling conditional upon the consumer’s purchase of bundled cellular voice and texting plans—thereby tying one product to another without offering an alternative.

565. Tying Product: Cellular voice and texting plans.

566. Tied Product: Wi-Fi Calling services, utilizing VoIP-Pal’s DID-based routing system without authorization, license, or attribution.

567. Although Wi-Fi Calling is technically separable and could operate independently over home or public Wi-Fi networks, no carrier permitted subscribers to access the service without first enrolling in a full cellular plan. This arrangement prevented millions of consumers from selecting a more affordable, standalone communications option. No unbundled service was made available. The Defendants structured their plans so that Wi-

Fi Calling appeared to be “included,” when in fact it was locked behind an expensive and unnecessary bundle.

568. This conduct amounts to a textbook tying arrangement. The Defendants leveraged their dominance in cellular service to coerce consumers into accepting Wi-Fi Calling through packaged offerings they could not break apart. By making the purchase of one product (Wi-Fi Calling) dependent on the purchase of another (cellular plans), they unlawfully restrained trade and foreclosed all competition in the standalone VoWiFi market.

569. Anticompetitive Effect: This tying arrangement as a per se violation or under the rule of reason substantially foreclosed competition in the standalone VoWi-Fi market, denying innovators like VoIP-Pal any option to compete.

570. Injury to the Class: The result was widespread consumer harm: no transparency, no option to pay less, and no ability to access a single service without being charged for a broader one.

571. The Defendants’ conduct constitutes an illegal tying arrangement under 15 U.S.C. § 14, and entitles the Plaintiffs and the Class to damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

F. COUNT VI — Forced Sale

572. Violation of Section 3 of the Clayton Act (15 U.S.C. § 14): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

573. Monopoly Power: The Defendants used their dominant position in the mobile voice market to compel consumers to purchase Wi-Fi Calling and cellular calling—regardless of whether they wanted or needed the bundle. In every instance, Wi-Fi Calling

was embedded by default into cellular service bundles. No option for a standalone service was provided.

Forced Sale: Defendants leveraged their dominance to force consumers to buy cellular voice/texting in order to access Wi-Fi Calling. This was not merely a matter of limited choice—it was **no choice at all**. Subscribers had no opportunity to decline the bundled product or to reduce their bills by removing part of the bundled service.

574. Anticompetitive Effect: This tying arrangement as a per se violation or under the rule of reason substantially foreclosed competition in the standalone VoWi-Fi market.

575. No Legitimate Business Justification: There was no technical reason for this bundling. Wi-Fi Calling could have been offered separately. But the Defendants chose to force it upon the consumer in order to preserve monopoly profits, increase dependency on their ecosystem, and prevent market disruption.

576. Injury to the Class: Consumers could not evaluate the true price of the service, could not compare it across competitors, and could not avoid paying for a feature they may never use. Access to Wi-Fi Calling was bundled in the cellular calling offering, and misrepresented behind generic terms like “included” or “no charge.” This conduct suppressed the opportunity for independent Wi-Fi Calling solutions to emerge in the marketplace. By making bundling with Wi-Fi Calling mandatory, the Defendants inflated the price of their overall service, eliminated competition, and locked consumers into paying for something they could not independently choose.

577. The Defendants’ conduct constitutes an illegal tying arrangement under 15 U.S.C. § 14, and entitles VoIP-Pal to damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

G. COUNT VII — Price Fixing

578. Violation of Section 2 of the Clayton Act (15 U.S.C. § 13): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

579. Monopoly Power: The Defendants collectively possess over 97% of the U.S. mobile voice market and maintain monopoly control over Wi-Fi Calling delivery through identical bundling schemes.

580. Price Fixing Scheme: Instead of competing on service differentiation, feature transparency, or pricing tiers, the Defendants adopted a unified scheme to eliminate pricing competition and standardize consumer billing.

581. Collusive Conduct: Each Defendant labeled Wi-Fi Calling as “included” or “no charge,” but only when embedded within a bundled cellular voice and texting plan. No consumer was given the option to purchase Wi-Fi Calling separately. No unbundled rate was provided. Despite using distinct brands and carrier platforms, all three Defendants billed consumers as if Wi-Fi Calling carried no cost, while simultaneously embedding its price into base plan rates that were structurally identical across the marketplace.

582. The result was a coordinated price-fixing scheme. Consumers were misled into believing they were receiving a free or value-added feature, when in fact they were paying for it through bundled pricing they could not opt out of or reduce. There was no functional pricing competition for Wi-Fi Calling—only synchronized messaging and parallel retail structures designed to neutralize price-based consumer decision-making.

583. Injury to the Class: By fixing the economic presentation of Wi-Fi Calling across all three networks, the Defendants restrained trade, concealed true costs, and ensured that no disruptive, unbundled, or independently priced Wi-Fi Calling alternative could enter the

market.

584. The Defendants' conduct constitutes an illegal tying arrangement under 15 U.S.C. § 13, and entitles the Plaintiffs and the Class to damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

H. COUNT VIII- Enterprise-Level Tacit Collusion

585. Violation of Section 7 of the Clayton Act (15 U.S.C. § 18): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. The Defendants acted in coordinated alignment, maintaining uniform contract terms, technical infrastructure, and marketing language across their respective networks.

586. Tacit Collusion: Each carrier refused to offer Wi-Fi Calling as a standalone product. Instead, they embedded the service into bundled cellular plans, making access to one conditional on the purchase of the other. No consumer could buy Wi-Fi Calling on its own, and no meaningful competition existed among the Defendants' offerings. Each one reinforced the same commercial constraint. This uniform behavior extended downstream to wholesale and reseller markets. The Defendants offered Wi-Fi Calling to their Mobile Virtual Network Operator (MVNO) partners only on a bundled basis, with no option to resell or unbundle the service. Independent MVNOs, even those targeting underserved and prepaid consumer segments, were denied the ability to compete by offering Wi-Fi Calling separately or at lower price points. The exclusion of unbundled VoWiFi access from the wholesale channel ensured that even discount brands were forced to replicate the Defendants' bundling model. Beyond this pricing and access coordination, the Defendants also engaged in a sustained pattern of strategic acquisitions. Over the past decade, each Defendant has acquired MVNOs that had demonstrated disruptive pricing models or the

potential for low-cost service innovation. For example:

1. T-Mobile acquired Mint Mobile, a leading discount MVNO known for offering prepaid and BYOD (bring your own device) plans at highly competitive rates.
2. Verizon acquired TracFone Wireless, which at the time was the largest MVNO in the United States, serving over 20 million low-income and prepaid customers across brands such as Straight Talk, Net10, and SafeLink Wireless.
3. AT&T absorbed Cricket Wireless, converting it from an independent prepaid brand into a wholly owned subsidiary with restricted plan flexibility and bundled offerings aligned with AT&T's retail strategy.

587. These acquisitions were not simply market expansion efforts—they were consolidation tactics. What had been viable alternatives for standalone communications access were converted into subsidiaries of the Defendants, stripped of pricing freedom, and forced to conform to the same bundle-centric model. The effect was to remove competitive threats, standardize delivery terms, and neutralize the potential for any independent or low-cost offering to disrupt the incumbents' control over voice and Wi-Fi Calling. Taken together, these actions reflect not independent market behavior but a de facto merger of strategic control.

588. Injury to the Class: Through bundling coordination, MVNO access restrictions, and horizontal acquisition of disruptive brands, the Defendants created a functionally unified market structure in violation of Section 7 of the Clayton Act. Their conduct substantially lessened competition, eliminated consumer choice, and produced market outcomes indistinguishable from those following an illegal merger.

589. The Defendants' conduct constitutes an unlawful coordinated enterprise under 15

U.S.C. § 18, and entitles the Plaintiffs and the Class to damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

I. COUNT IX — Mail and Wire Fraud Based on Forced Tying and False Advertising of Wi-Fi Calling

590. Violation of Section 1962(c) of the RICO Act (18 U.S.C. § 1962(c)): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. Defendants AT&T, Verizon, and T-Mobile constituted an association-in-fact enterprise within the meaning of 18 U.S.C. § 1961(4), engaged in a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c) overcharging consumers for voice services falsely advertised as “no charge” and excluding competition in the VoWi-Fi services market.

591. Common Purpose: The Defendants The common purpose of this enterprise was to preserve monopoly control over the U.S. mobile voice market, suppress competition in the standalone VoWiFi sector, and extract inflated revenues from 373 million U.S. mobile subscribers through the deceptive marketing and forced tying of Wi-Fi Calling. This scheme was executed using two core tactics implemented identically across all three networks. First, the Access Lock—consumers could not access Wi-Fi Calling unless they subscribed to a bundled cellular voice and texting plan. Second, the Billing Deception—Defendants falsely marketed Wi-Fi Calling as “included” or “no charge,” concealing the fact that subscribers were paying for the service indirectly through inflated bundled plan rates.

592. In furtherance of this fraudulent enterprise, Defendants engaged in repeated acts of mail fraud (18 U.S.C. § 1341) and wire fraud (18 U.S.C. § 1343). They transmitted

materially false and misleading information through electronic advertisements, billing statements, website onboarding pages, contract documents, and digital marketing tools. These materials falsely stated or implied that Wi-Fi Calling was free, when in fact the only way to access it was through the forced purchase of full-priced cellular service.

593. Defendants also used interstate communication and mail systems to enforce these misrepresentations, contractually binding Wi-Fi Calling access to cellular subscriptions. These racketeering acts were not isolated or incidental. They were coordinated across all three carriers and constituted a long-term pattern of fraudulent conduct aimed at deceiving consumers, manipulating market expectations, and maintaining inflated pricing for bundled services.

594. Mail fraud: The Defendants transmitted subscriber contracts, billing statements, and deceptive marketing materials that advertised Wi-Fi Calling as “included” or “no charge.”

595. Wire fraud: The Defendants distributed false and misleading digital advertisements, billing platforms, service plan descriptions, and onboarding screens designed to mislead consumers about the true nature of the infrastructure supporting their calls.

596. Pattern and Continuity: The enterprise fraud persisted for six consecutive years (2018–2024), continuing through the present. It followed a consistent national pattern across all three Defendants, utilized the same internal systems, marketing scripts, billing formats, and contractual language. The enterprise conduct remains embedded within the networks today, continuing to mislead and financially harm consumers

597. Injury to the Class: As a direct and proximate result of Defendants’ racketeering

conduct, millions of subscribers were denied access to truthful pricing, standalone product options, and competitive voice service alternatives. Consumers overpaid for cellular bundles, were misled into believing Wi-Fi Calling was free, and were denied any lawful path to lower-cost communications.

598. The Defendants’ conduct constitutes a pattern of racketeering activity by a single enterprise under 18 U.S.C. § 1964(c), and entitles the Plaintiffs and the Class to treble damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

J. COUNT X — Conspiracy to Commit Mail and Wire Fraud Based on Forced Tying and False Advertising of Wi-Fi Calling

599. Violation of Section 1962(d) of the RICO Act (18 U.S.C. § 1962(d)): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. Defendants AT&T, Verizon, and T-Mobile conspired to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. § 1962(d). Specifically, Defendants knowingly agreed to conduct and participate in the affairs of the RICO enterprise through a pattern of racketeering activity, including multiple acts of mail fraud and wire fraud.

600. Defendants jointly agreed to falsely advertise Wi-Fi Calling as “no charge,” to tie Wi-Fi Calling access to mandatory purchase of cellular voice services, and to conceal the true nature and cost of Wi-Fi Calling from consumers. In furtherance of the conspiracy, Defendants engaged in parallel conduct, coordinated messaging, common contractual practices, and shared technological strategies to execute the fraudulent scheme across the mobile voice market. Each Defendant knowingly participated in the conspiracy and performed overt acts in furtherance of it, including the transmission of deceptive

advertisements, issuance of fraudulent billing statements, and maintenance of exclusionary network access practices. Defendants’ coordinated conduct was essential to the success of the racketeering enterprise, and each Defendant benefited financially from the unlawful scheme by preserving market dominance and revenue streams.

601. These actions were not accidental or coincidental. They were deliberately synchronized across all three networks to preserve a false sense of competitive parity, suppress consumer expectations, and eliminate the possibility of low-cost alternatives entering the market. Defendants’ coordination extended beyond advertising to include identical contract terms, onboarding flows, and support scripts—all of which reinforced the illusion that Wi-Fi Calling was bundled for free, even as consumers paid for it indirectly through bloated plan pricing. The success of this conspiracy depended on cooperation. No single Defendant could have maintained the illusion of “free” Wi-Fi Calling had one carrier broken ranks and offered it transparently or unbundled. Instead, the Defendants maintained lockstep conduct, ensured mutual silence on pricing truth, and sustained an exclusionary market structure that maximized revenue through deception.

602. Injury to the Class: As a direct and proximate result of this conspiracy, the Plaintiff Class suffered significant economic injury. Millions of subscribers were denied the right to transparent pricing, were coerced into purchasing bundled services they did not need, and were deprived of the market access and competitive pressure that could have driven down prices and enabled better options.

603. The Defendants’ conduct constitutes a conspiracy to engage in a pattern of racketeering activity by a single enterprise under 18 U.S.C. § 1964(c), and entitles the Plaintiffs and the Class to treble damages, declaratory relief, injunctive orders, and all

remedies available under federal antitrust law.

K. COUNT XI — Reinvestment of Racketeering Proceeds to Sustain Market Exclusion

604. Violation of Section 1962(a) of RICO (18 U.S.C. § 1962(a)): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. From 2018 through the present, Defendants AT&T, Verizon, and T-Mobile collected hundreds of billions of dollars in revenue directly traceable to a racketeering scheme involving mail and wire fraud. These revenues were obtained by falsely advertising Wi-Fi Calling as “no charge,” when in fact access to the service was conditioned upon the purchase of bundled cellular voice and texting plans at full retail pricing. The Defendants uniformly concealed the pricing structure and denied consumers the ability to evaluate or purchase Wi-Fi Calling separately. Rather than invest this revenue in consumer benefit or product transparency, the Defendants used these funds to further entrench their fraudulent enterprise. Reinvestments included:

- Continued marketing of Wi-Fi Calling as “included” while denying any unbundled service option;
- The expansion of billing platforms and service architectures that reinforced the forced bundle model;
- The deployment of customer retention and contract enforcement tools that made opting out impossible;
- Regulatory lobbying, legal positioning, and product development aligned with concealing the truth behind Wi-Fi Calling access and pricing.

605. These reinvestments were not merely part of standard business operations. They

were instrumental in preserving and reinforcing the racketeering enterprise. The income obtained through fraudulent means was used to perpetuate the conditions of fraud, extend its duration, and deny consumers any competitive alternatives or meaningful product choices.

606. Injury to the Class: As a direct and proximate result of Defendants' violation of 18 U.S.C. § 1962(a), millions of subscribers were harmed. They were misled into paying full-price for bundled cellular services, denied the right to unbundle Wi-Fi Calling, and prevented from accessing communications products in a fair and transparent market.

607. The Defendants' conduct constitutes a conspiracy to engage in a pattern of racketeering activity by a single enterprise under 18 U.S.C. § 1964(c), and entitles the Plaintiffs and the Class to treble damages, declaratory relief, injunctive orders, and all remedies available under federal antitrust law.

L. COUNT XII — Maintenance of Market Control Through Racketeering Conduct

608. Violation of Section 1962(b) of RICO (18 U.S.C. § 1962(b)): Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. Defendants AT&T, Verizon, and T-Mobile used their coordinated racketeering activity—including mail and wire fraud—to acquire and maintain control over the national mobile voice market, particularly the VoWi-Fi market surrounding Wi-Fi Calling. Defendants sustained this control by:

- Denying consumers any option to access Wi-Fi Calling without also purchasing a full-priced cellular voice and texting plan;
- Marketing Wi-Fi Calling as a built-in feature while refusing to provide pricing transparency

or standalone product options;

- Implementing identical billing, contract terms, and onboarding flows across all three carriers to ensure no variation or disruption;
- Refusing to break the bundle or create a public offering of Wi-Fi Calling that could be purchased separately or competitively.
- Through these actions, Defendants prevented competitive market forces from emerging. They eliminated any possibility for a low-cost, standalone Wi-Fi Calling alternative to challenge their hold on voice service delivery. Their uniform conduct ensured that no consumer, regardless of need or usage, could avoid paying for bundled services—keeping subscribers locked in and competitors locked out.
- By maintaining market control through racketeering, the Defendants suppressed innovation, prevented natural pricing pressure, and ensured the continuation of their dominance across both cellular and Wi-Fi-based voice services. Their conduct created a closed system in which the same false narrative—Wi-Fi Calling as “free”—was embedded in every retail channel and pricing tier.

609. Injury to the Class: As a direct and proximate result of Defendants’ violation of 18 U.S.C. § 1962(b), the Plaintiff Class suffered widespread economic harm. Consumers paid inflated prices, were denied the option to unbundle, and were subjected to a false choice between identical carrier offerings that all operated under the same fraudulent premise.

610. The Defendants’ conduct constitutes a conspiracy to engage in a pattern of racketeering activity by a single enterprise under 18 U.S.C. § 1964(c), and entitles the Plaintiffs and the Class to treble damages, declaratory relief, injunctive orders, and all

remedies available under federal antitrust law.

M. COUNT XIII — Refusal to Provide Unbundled Access to Wi-Fi Calling

611. Violation of Section 251(c)(3) of the Telecommunications Act of 1996: Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. Under Section 251(c)(3) of the Telecommunications Act, incumbent local exchange carriers have a statutory obligation to provide unbundled access to essential telecommunications infrastructure on nondiscriminatory terms. This obligation extends to network elements necessary for the deployment of competitive voice services, including IP-based and Wi-Fi-based calling solutions.

612. Defendants AT&T, Verizon, and T-Mobile—each of whom function as incumbent carriers for purposes of federal telecommunications law—willfully and systematically refused to provide unbundled access to Wi-Fi Calling. Despite the fact that Wi-Fi Calling is technically separable from cellular voice and texting services, and capable of being delivered over broadband networks, the Defendants withheld any independent access path. Instead, they made Wi-Fi Calling available **only** as a feature bundled within full-service cellular plans, denying both the public and the broader market any option to purchase or consume the service on a standalone basis.

613. This refusal was not driven by technical limitations, safety issues, or network performance concerns. Rather, it was part of a coordinated commercial strategy to preserve control over mobile voice infrastructure, inflate plan pricing, and foreclose the emergence of competitively priced VoWiFi alternatives. The Defendants structured their offerings to ensure that Wi-Fi Calling could not be accessed outside of a paid cellular voice subscription—even though the underlying infrastructure would allow for independent

delivery.

614. The conduct alleged herein violates the fundamental principles of the Telecommunications Act, which was enacted to encourage competition, lower prices, and enable consumer choice by mandating access to essential network functions. The Defendants’ refusal to provide unbundled access to Wi-Fi Calling services directly undermined these objectives.

615. This unlawful conduct mirrors the exclusionary practices rejected by the courts in *MCI Communications Corp. v. AT&T*, 708 F.2d 1081 (7th Cir. 1983), where denial of interconnection and refusal to share essential facilities was held to violate both antitrust and telecommunications law. Similarly, in *Verizon v. Trinko*, 540 U.S. 398 (2004), and *Covad Communications Co. v. Bell Atlantic Corp.*, 398 F.3d 666 (D.C. Cir. 2005), the courts affirmed that a dominant carrier’s refusal to provide unbundled access constitutes unlawful foreclosure when it frustrates the intent of the Telecommunications Act and blocks fair market participation.

616. Here, Defendants did not merely fail to cooperate—they actively structured their networks and service offerings to ensure that Wi-Fi Calling could **only** be accessed through their own bundled cellular products. By doing so, they denied 373 million mobile subscribers the ability to choose, evaluate, or consume this essential voice service independently.

617. Injury to the Class: As a direct and proximate result of the Defendants’ unlawful refusal to provide unbundled access, the Plaintiff Class was injured by inflated pricing, lack of transparency, and the total absence of a competitive marketplace for standalone Wi-Fi Calling. Consumers were denied a legal right to access an essential communications

feature on reasonable and nondiscriminatory terms.

618. The Plaintiff Class seeks all remedies available under the Telecommunications Act of 1996, including injunctive relief, declaratory judgment, and monetary damages resulting from the Defendants’ unlawful exclusionary conduct and refusal to comply with Section 251(c)(3).

N. COUNT XIV – Imposition of Equitable Lien and Constructive Trust

619. Restatement (Third) of Restitution and Unjust Enrichment § 48: Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein. This claim arises under federal common law to remedy the unjust enrichment obtained by Defendants through their prolonged and unauthorized use of VoIP-Pal’s DID-based call routing system—deployed across all three networks without license, compensation, or attribution.

620. This claim arises under federal common law to remedy the unjust enrichment obtained by the Defendants through their prolonged use of deceptive bundling practices, false advertising, and denial of unbundled access—each of which unlawfully extracted money from hundreds of millions of mobile subscribers. Defendants collectively engaged in a coordinated, multiyear scheme to force consumers into purchasing bundled cellular plans in order to access Wi-Fi Calling, which they simultaneously advertised as “included” or “no charge.”

621. Subscribers were never given the option to purchase Wi-Fi Calling on a standalone basis. Instead, they were billed full cellular rates, misled about the actual cost structure, and denied any ability to evaluate or compare pricing based on actual need. The resulting overpayments—hidden inside bundled fees—generated unjust profits for the Defendants

across all three networks. Consumers paid for services they didn't want, couldn't separate, and were falsely told were free.

622. These proceeds are traceable and quantifiable. Based on the record, the Defendants retained **\$146.63 billion in unjust enrichment** by embedding Wi-Fi Calling into full-service bundles while denying consumers a lawful opportunity to opt out, downgrade, or select alternative pricing tiers. The economic value extracted from this deception is not speculative—it reflects measurable overcharges, denied competition, and forced consumption spanning six consecutive years.

623. Under the Restatement (Third) of Restitution and Unjust Enrichment § 48, a constructive trust or equitable lien is available where no adequate remedy at law exists to compensate for structural exclusion, pricing concealment, and widespread consumer deception. The Defendants' coordinated denial of transparent pricing, refusal to offer standalone options, and deliberate masking of Wi-Fi Calling's cost falls squarely within that standard.

624. Plaintiffs respectfully request that the Court preserve all traceable proceeds obtained through this scheme within its jurisdiction during litigation and impose a constructive trust or equitable lien over those gains. Plaintiffs further request an order of disgorgement, directing that the full amount of unjust enrichment be returned to the Class through restitutionary relief, as permitted under federal equity principles.

O. Notes on the Counts

1. Count I and Count II

625. Although both Count I and Count II arise under the same statutory provision—

Section 2 of the Sherman Act—their legal theories, factual foundations, and mechanisms of consumer harm are distinct. Each addresses a separate but coordinated facet of the Defendants’ conduct, both of which were deployed in tandem to establish and maintain monopoly control over Wi-Fi Calling at the expense of 373 million U.S. mobile subscribers.

626. In Count I, the violation lies in the Defendants’ structural abuse of market dominance. The allegations focus on how AT&T, Verizon, and T-Mobile jointly controlled over 97% of the mobile voice market and used that dominance to eliminate all possibility of accessing Wi-Fi Calling as a standalone service. Rather than offering consumers the option to use Wi-Fi Calling on its own—delivered over public or home Wi-Fi networks—Defendants ensured that Wi-Fi Calling was only available through bundled cellular voice and texting plans. This was not a product of innovation or competition. It was exclusion by design. There were no alternatives, no price transparency, and no separate product tiers. What existed instead was a fully enclosed service architecture where all access points were controlled by the same three gatekeepers. The consumer was left with no choice but to accept the bundle or forgo the service entirely.

627. Count II shifts the focus from access to price. It alleges a different form of exclusion—**predatory pricing**. Here, the Defendants advertised Wi-Fi Calling as “no charge,” creating the illusion of a free, built-in benefit. But in reality, this pricing was not free—it was concealed. The cost of Wi-Fi Calling was embedded within the broader cellular plans, which subscribers were forced to purchase in order to gain access. Consumers were not offered unbundled Wi-Fi Calling at a fair market price. Instead, they were charged for it indirectly through bundled pricing structures that suppressed all

competitive visibility. This strategy eliminated any opportunity for pricing alternatives to emerge in the marketplace. No competitor—whether a standalone app provider or a discount MVNO—could match a product that was falsely portrayed as free.

628. This conduct meets the legal standard for predatory pricing under Sherman Act § 2: pricing below cost with the intent to eliminate competition and entrench monopoly control. The Defendants did not reduce prices to benefit consumers. They masked prices to ensure that no lawful, transparent, or unbundled competitor could survive. Consumers overpaid. Competitors were foreclosed. And the illusion of “no charge” became a mechanism of exclusion.

629. In sum, Count I addresses monopolization through control of access, while Count II addresses monopolization through control of perception. The first locked consumers into bundled architectures. The second ensured they could never see the true cost. Together, they amount to a comprehensive strategy to dominate the Wi-Fi Calling market not by merit, but by manipulation. Each count independently violates Section 2 of the Sherman Act. Taken together, they reveal a single, enterprise-driven plan to eliminate choice, suppress competition, and extract monopoly rents from hundreds of millions of American consumers. The Class seeks redress for this unlawful conduct in the form of damages, equitable relief, and permanent structural remedies.

2. Count III and Count IV

630. While both Count III and Count IV are brought under Section 1 of the Sherman Act (15 U.S.C. § 1), they allege fundamentally different forms of anticompetitive conduct—one grounded in product-structural coercion, the other in enterprise-wide fraudulent restraint of trade.

631. In Count III, the Plaintiffs allege that the Defendants engaged in an unlawful tying arrangement. Wi-Fi Calling, a technically separable service, was never made available to the public as a standalone option. Instead, it was embedded within bundled cellular voice and texting plans, with no alternative means of access. The Defendants—AT&T, Verizon, and T-Mobile—conditioned use of Wi-Fi Calling on the purchase of these broader cellular plans, even though Wi-Fi Calling could have operated independently using broadband or home Wi-Fi. This forced consumption of one product in order to access another meets the legal test for per se unlawful tying under Sherman Act § 1, and mirrors the very conduct condemned by Judge Leonie M. Brinkema in *United States v. Google LLC*, where Google’s ad-tech dominance was enforced by requiring access to one platform be tied to another.

632. This tying scheme eliminated all commercial possibility for standalone VoWiFi offerings. VoIP-Pal, a developer of the DID-based routing system utilized in the Defendants’ Wi-Fi Calling deployments, was foreclosed from the VoWi-Fi market entirely. Consumers were offered no real choice and were misled into believing that Wi-Fi Calling was “included” or “free,” when in fact it was only accessible through paid bundles. The antitrust violation here is clear: the denial of access to an unbundled service, and the structural conditioning of one market (Wi-Fi Calling) on continued purchase from another (cellular plans).

633. By contrast, Count IV presents a broader and deeper form of unlawful conduct: not a simple tying contract, but a conspiracy in restraint of trade executed through enterprise-level fraud. This count alleges that the Defendants acted in lockstep—not merely in pricing or marketing, but in the concealed delivery and misrepresentation of the service itself.

While they advertised Wi-Fi Calling as “included,” “internal,” or “free,” the calls were actually being routed using VoIP-Pal’s DID-based system without authorization, consent, or compensation. At the same time, the Defendants charged consumers prices tied to tower-based cellular calling, knowing full well that the calls were being offloaded over private or home Wi-Fi at a substantial savings in spectrum and infrastructure costs resulting in record profits. This was not just a marketing trick—it was a coordinated enterprise-level deception at the expense of competition and consumers.

634. Thus, while both counts arise under the same statutory provision, they address very different legal theories and forms of exclusion. Count II targets coercive product structure—a classic tie that conditions one service on the purchase of another. Count IV targets coordinated fraud and concealment—a broader enterprise scheme designed to prevent any market demand from forming around standalone, lawful alternatives. Together, they reveal a dual-layered anticompetitive strategy: one contractual, the other conspiratorial; one structural, the other deceptive.

3. Count V and VI

635. Although both Count V and Count VI arise under the same provision—Section 3 of the Clayton Act (15 U.S.C. § 14)—they allege two separate and legally distinct forms of anticompetitive conduct. Section 3 prohibits sellers from conditioning the sale of goods or services in a manner that may substantially lessen competition or create a monopoly. It forbids any condition or agreement through which consumers are denied the freedom to evaluate, purchase, or decline competitively offered products.

636. Count V alleges a classic tying scheme. Here, the Defendants leveraged consumer demand for Wi-Fi Calling—a service that could have been delivered independently—to

compel the purchase of full cellular voice and texting plans. They refused to offer Wi-Fi Calling as a standalone product, eliminating choice and foreclosing the competitive VoWiFi market. The harm in Count V arises from coercion by condition: consumers could not obtain one service without purchasing another.

637. Count VI alleges a different but complementary offense: a forced sale. In this scenario, the consumer is not denied Wi-Fi Calling—but is **compelled** to purchase it alongside cellular service, regardless of intent. There was no opt-out, no a la carte option, and no clear price breakdown. Cellular calling was automatically required and enforced through the bundle, inflating the base price of service and erasing the possibility of selecting only the features one needed.

638. The economic impact of both schemes is profound. Together, they eliminated competition, suppressed innovation, and left consumers with no functional market alternatives. By controlling both access and pricing, the Defendants removed choice, manipulated consumption, and ensured that only their own bundled offerings could survive.

639. Although Counts V and VI both stem from the same statutory source, they represent two sides of the same monopoly strategy: one that used **conditional access** to eliminate standalone options, and one that used **compulsory inclusion** to inflate pricing and extract maximum revenue. These counts are not duplicative—they are reinforcing. They reveal a complete picture of how bundling was used not to deliver value, but to suppress competition and control the market. Each count is independently actionable. Each count is unlawful. And each count supports the Plaintiff Class’s demand for full antitrust remedies under Section 3 of the Clayton Act.

4. Count XIV

640. Although Count XIV is framed under federal common law and grounded in § 48 of the Restatement of Restitution and Unjust Enrichment, it is not merely an equitable supplement—it arises directly from the Defendants’ violations of multiple statutory frameworks, including the **Sherman Act**, the **Clayton Act**, the **1996 Telecommunications Act**, and **RICO**.

641. The Defendants’ unjust enrichment did not occur by accident or omission. It is the **financial consequence of statutory breaches**: the per se tying violations under Sherman Act § 1, the market foreclosure under Sherman Act § 2, the forced sale and bundling prohibited by Clayton Act § 3, the denial of unbundled access under § 251(c)(3) of the Telecom Act, and the fraud-based enterprise conduct established under RICO. It is the direct byproduct of false advertising, structural coercion, pricing deception, and enterprise-level exclusion. What the Defendants unlawfully gained—over \$146.63 billion in cost savings and excess charges—was extracted from consumers through methods that would have been impossible but for these statutory violations. That enrichment must now be secured, preserved, and ultimately returned to the public through equitable enforcement. Therefore, Count XIV is not independent of the statutory counts. It reinforces them. It ensures that the **proceeds of the unlawful scheme**—the revenues derived from structural deception—do not remain insulated while litigation unfolds. It provides a **jurisdictional anchor for equitable restitution**, quantifies the unjust gains, and offers a structural mechanism for return and redress.

642. **Count XIV is a statutory breach in consequence**, a structural financial remedy in form, and an indispensable companion to the Class’s antitrust, telecommunications, and

RICO claims. It completes the damages framework by securing what was unlawfully taken and ensuring that Congress’s intent—to promote competition, protect consumers, and deter enterprise fraud—is fully vindicated.

**CLOSING ARGUMENTS: THE CASE UNDER RICO, ANTITRUST,
TELECOMMUNICATIONS LAW, THE UNAUTHORIZED DEPLOYMENT OF
DID-BASED CLAIMS, AND THE CLAIM FOR UNJUST ENRICHMENT AND
EQUITABLE LIEN**

643. AT&T, Verizon, and T-Mobile formed an association-in-fact enterprise that unlawfully and anticompetitively utilized Direct Inward Dialing (DID)-based routing systems—technology they did not license. The scheme rested on three pillars of corporate misconduct:

- Forced Tying of Wi-Fi Calling to cellular calling/texting;
- False Advertising of Wi-Fi Calling as “no charge”;
- Unauthorized Deployment of DID-based routing claims essential to offloading and avoiding cellular infrastructure costs.

644. Together, these acts constitute a deliberate pattern of racketeering activity under 18 U.S.C. § 1961(1)(B) involving mail fraud, wire fraud, and fraud-based antitrust exclusion—precisely the kind of conduct the RICO statute (18 U.S.C. § 1962(c)) was designed to punish. Moreover, this pattern of racketeering activity by an association-in-fact intent on preserving its monopoly on the VoWi-Fi market lays the foundation for the kind of antitrust and anticompetitive conduct the Clayton and Sherman Acts were designed to punish.

B. The Excluded Innovator: How VoIP-Pal Was Blocked From The Market

645. VoIP-Pal is one of the Lead Plaintiffs in this action—the inventor of the DID-based call routing system unlawfully deployed by the Defendants. Rather than license this technology, AT&T, Verizon, and T-Mobile utilized VoIP-Pal’s innovations in their IMS infrastructure, contributing to the routing of billions of calls over subscriber-funded Wi-Fi, and falsely advertised the resulting feature as “included” or “no charge.”

646. VoIP-Pal was denied every form of commercial participation. The Defendants never negotiated licensing access. The Defendants simultaneously blocked VoIP-Pal’s RBR-based Wi-Fi Calling platform from entering the market.

647. The result was total market foreclosure for VoIP-Pal and \$209.47 billion in infrastructure savings across the three carriers, entirely generated by the offloading of voice traffic using VoIP-Pal’s DID-based routing system. This conduct satisfies all statutory elements of a RICO violation under 18 U.S.C. § 1962(c), and supports antitrust liability under the Sherman Act, the Clayton Act, and Section 251(c)(3) of the Telecommunications Act.

C. The Undisputed \$209.47 Billion Fraud: Offloading Costs Through Enterprise

Misconduct

648. From 2018 to 2024, the Defendants offloaded hundreds of billions of voice calls onto Wi-Fi networks and relied on their systems which utilized VoIP-Pal’s DID-based routing technology that was never licensed. The result? A \$209.47 billion savings windfall—directly tied to fraudulent conduct. Consumers continued to pay full cellular

prices because access to Wi-Fi Calling was contractually tied to the purchase of traditional cellular voice and texting services. Defendants required consumers to maintain active cellular voice plans in order to access Wi-Fi Calling, regardless of whether the consumer primarily used their own Wi-Fi networks to complete calls. The carriers' billing systems treated all calls—whether transmitted over carrier-owned cellular towers or consumer-funded Wi-Fi connections—as part of the bundled cellular service for which consumers were charged standard rates.

649. Defendants further reinforced this pricing structure by marketing Wi-Fi Calling as “included” or “no charge,” misleading consumers into believing that Wi-Fi Calling was a free benefit rather than a feature locked behind a mandatory paid subscription. In truth, consumers were paying for the infrastructure use associated with cellular voice services even when their calls were routed over private broadband networks with no use of carrier-owned towers. As a result, consumers bore the full financial burden of bundled cellular service plans without receiving a corresponding reduction in cost when Defendants offloaded traffic onto consumer-funded Wi-Fi networks—saving the carriers billions while preserving supracompetitive billing rates.

650. As a result, VoIP-Pal was blocked from entering a market for which its DID-based routing system was utilized. Moreover, institutional investors benefited from profits tied to the Defendants' fraud and exclusion. This is systemic racketeering. **These same facts support the class's claim for unjust enrichment and the imposition of an equitable lien under § 48 and § 58, securing the return of ill-gotten gains derived from subscriber payments and unauthorized offloading practices.**

D. Dismantle The Enterprise And End The Fraud

651. This case represents the most sweeping and structured telecommunications fraud in modern U.S. history. The Defendants conspired to:

- Defraud VoIP-Pal by utilizing its DID-based routing claims without license;
- Utilize the patented technology in offloading, saving billions in operational costs;
- Block VoIP-Pal's Wi-Fi Calling service from reaching the public;
- Conceal the full extent of the scheme through false advertising and enterprise-wide coordination.

652. The enterprise structure is clear. The fraud is massive. The damage is quantifiable. The Plaintiffs request injunctive and equitable relief requiring the Defendants to unbundle Wi-Fi Calling, acknowledge their use of VoIP-Pal's DID-based infrastructure, and cease any further deployment of the technology without full license and compensation. Plaintiffs, individually and on behalf of the class, seek compensatory, enhanced, and treble damages under RICO and antitrust law, representing the full measure of market exclusion, lost licensing revenue, reputational harm, and **unjust enrichment derived from the unauthorized use of VoIP-Pal's technology—subject to restitution and lien-based remedies under § 48 and § 58.**

DEMAND FOR JURY TRIAL

653. Under Rule 38 of the Federal Rules of Civil Procedure and Local Rule 38(a), Plaintiffs demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

654. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully pray for judgment against Defendants AT&T Inc., Verizon Communications Inc., and T-Mobile US Inc., jointly and severally, as follows:

A. Conduct Remedies

655. Injunctive Relief: Issue an order enjoining Defendants from continuing their anticompetitive practices, including but not limited to illegal tying and bundling, exclusive dealing, price fixing, and predatory pricing strategies that harmed the Class of 373 million subscribers.

656. Unbundling of VoWi-Fi Services: Mandate that Defendants immediately unbundle compulsory VoWi-Fi calling and texting services from cellular voice and texting, thereby restoring subscriber choice and allowing innovators—such as Lead Plaintiff VoIP-Pal—to offer lawful, standalone VoWi-Fi alternatives.

657. Third-Party Interoperability: Compel Defendants to facilitate interoperability with third-party VoWi-Fi and mobile data services on native dialers, enabling consumer access to alternative services, including those offered by VoIP-Pal.

658. Separate Service Purchase: Require Defendants to allow consumers to purchase VoWi-Fi, data, and texting services separately from competing networks, restoring the competitive options foreclosed by Defendants' bundling practices.

659. Disclosure and Compensation: Prohibit all offloading of cellular traffic onto Wi-Fi networks without full consumer disclosure, and require compensation to infrastructure innovators, including VoIP-Pal, whose routing systems enable such offloading.

B. Monetary Damages

660. Compensation for Financial Harm: Award monetary damages to the Class of subscribers for the economic harm suffered due to Defendants’ coordinated exclusion of competing alternatives—particularly VoIP-Pal—resulting in overpayments, denial of choice, and coerced bundling.

661. Damages for Price Fixing: Award damages to the Class for harm caused by the Defendants’ uniform price-fixing and market manipulation strategies that prevented price competition.

662. Lost Opportunity and Value: Award damages for the economic loss sustained by Lead Plaintiff VoIP-Pal due to its exclusion from the market, including lost licensing opportunities, diminished valuation, and reputational harm, as part of the broader restitution to the Class.

663. Enhanced Damages: Grant enhanced or treble damages as authorized under 15 U.S.C. § 15(a) and RICO, 18 U.S.C. § 1964(c), for both subscriber injury and VoIP-Pal’s commercial exclusion.

664. Reimbursement of Legal Costs: Order reimbursement of all attorneys’ fees and litigation costs incurred by VoIP-Pal in its capacity as Lead Plaintiff representing systemic exclusion of competition.

C. Specific Monetary Damages

665. Compensation for Technology Misuse: Award damages for the Defendants’ unauthorized deployment of DID-based and RBR-based routing systems, which enabled their enterprise-wide offloading scheme and generated unlawful infrastructure savings and

subscriber-derived profits. The Class is entitled to full restitution of all traceable benefits totaling \$146.63 billion, representing the portion of the enterprise's gain attributable to consumer overcharges, coerced bundling, and the systemic denial of lawful alternatives. Lead Plaintiff VoIP-Pal, as the infrastructure innovator and excluded market participant, will present its specific allocation of structural damages—based on its role in developing and maintaining the routing systems unlawfully embedded into Defendants' mobile infrastructure—as part of the final expert damages model submitted to the Court. This structural claim will be distinct from, and cumulative to, the broader Class recovery.

D. Treble Damages

666. Award treble damages under both the Clayton Act (15 U.S.C. § 15) and RICO (18 U.S.C. § 1964(c)), for both the subscriber Class and VoIP-Pal, based on willful, repeated, and enterprise-level misconduct.

E. Behavioral Remedies

667. Facilitation of Market Competition: Require Defendants to open their network interfaces to VoIP-Pal and other competitors on fair, non-discriminatory terms to restore genuine market access.

668. End to Exclusionary Conduct: Enjoin all conduct designed to block VoIP-Pal or other competitors from reaching consumers via native dialer or Wi-Fi infrastructure.

669. Structural Remedies: Order corporate restructuring, operational separation, or asset divestiture if necessary to eliminate enterprise-level market foreclosure.

F. Restitution and Other Equitable Remedies

670. Restitution to the Class: Award direct monetary restitution to the subscriber Class, as the primary victims of the fraudulent tying and deception scheme, pursuant to Restatement (Third) of Restitution and Unjust Enrichment §§ 48 and 58, which authorize equitable relief where a defendant obtains money through fraud or coercion, and where multiple parties suffer a common financial injury from the same wrongful conduct.

671. Disgorgement of Profits: Order disgorgement of all profits earned from Defendants' use of VoIP-Pal's routing systems, subscriber coercion, and offloading practices.

672. Equitable Lien in Favor of the Class: Declare that the Class holds a valid and enforceable equitable lien over all revenues and infrastructure savings derived from Defendants' unauthorized deployment of VoIP-Pal's DID-based routing system, including—but not limited to—Wi-Fi Calling services from 2018 to 2024.

673. Cumulative Relief Declaration: Declare that this equitable lien is cumulative and not duplicative of damages awarded under Sherman, Clayton, RICO, or Telecom Act § 251. The lien shall attach to:

- Subscriber overpayments through coerced cellular bundles
- Infrastructure savings from Wi-Fi offloading
- All other proceeds from structural deception

674. Mandatory Disgorgement: Order Defendants to disgorge not less than \$146.63 billion in traceable Class proceeds. This amount is subject to trebling under RICO (18

U.S.C. § 1964(c)), for a total recovery of \$439.89 billion in favor of the Class.

675. Constructive Trust: Impose a constructive trust over all subscriber payments, infrastructure cost savings, and monopoly profits derived from the unlawful scheme. The trust shall preserve the Class's rights and prevent dissipation or concealment during and after proceedings.

676. Additional Equitable Relief: Grant such additional equitable relief as necessary to:

- Prevent unjust enrichment
- Deter future fraud
- Restore lawful market conditions

677. This includes transparency, fair pricing, and lawful access to standalone services.

G. Criminal and Civil Penalties

678. Refer for Enforcement: Refer this matter to appropriate federal agencies for civil and criminal investigation under antitrust and RICO statutes.

679. Official Declaration of Violations: Formally declare that the Defendants—and their officers—violated the Sherman Act (15 U.S.C. § 1), Clayton Act (15 U.S.C. § 14), and RICO (18 U.S.C. § 1962).

H. Statutory Extension of the Damages Period

680. Extend Limitation Period: Grant an extension of the applicable limitations period due to Defendants' continued concealment and ongoing deployment of VoIP-Pal's routing infrastructure, under the doctrines of fraudulent concealment and continuing violation.

I. Other Relief

- 681. Interest:** Award prejudgment and post-judgment interest at the highest lawful rate, including interest on VoIP-Pal's share of the recovery.
- 682. Supplemental Relief:** Grant all other relief necessary to fully redress the Class and Lead Plaintiff for systemic exclusion, market foreclosure, and unjust enrichment.
- 683. Oversight:** Appoint a Special Master to oversee Defendants' compliance with behavioral and structural remedies.
- 684. Public Acknowledgment:** Require Defendants to publicly disclose their misconduct and fund public education about consumer rights under telecommunications, antitrust, and RICO laws.
- 685. Permanent Injunction:** Permanently enjoin Defendants from future conduct that violates the market rights of subscribers or innovators such as VoIP-Pal.
- 686. Legal Costs for Plaintiffs:** Order full reimbursement of all legal costs, expert fees, and litigation expenses incurred by Plaintiffs in securing these remedies.

Dated: April 22, 2025

Respectfully submitted,

/s/ Travis Pittman

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