IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

INZA, et al.,	)	
Plaintiffs,	)	
v.	)	Civil Action No. 1:25-cv-01970(RDM)
	)	
APPLE INC., et al.,	)	
Defendants.	)	
	)	

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR EXTENSION OF TIME TO ANSWER OR MOVE IN RESPONSE TO THE COMPLAINT

COMES NOW Plaintiffs Ray Leon, Richard Inza, Michael Inza, and VoIP-Pal.com, Inc. ("VoIP-Pal") in opposition to Defendants' Motion for Extension of Time to Answer or Move in Response to the Complaint, stating:

INTRODUCTION

Defendants Apple, Google, and Samsung (collectively the "Platform Defendants") seek to defer all responsive pleadings until sixty days after the Court rules on a motion to dismiss in a different case (specifically Plaintiffs' case against AT&T, T-Mobile, and Verizon referred to herein as the "Carrier Defendants")—an open-ended delay tethered to an unscheduled ruling. The Platform Defendants' premise for their request rests on a mischaracterization of the Complaint and Plaintiffs filing a notice of related cases.

Plaintiffs' Complaint in this Action targets the Platform Defendants engaged in **platform conduct** in **platform markets**. Plaintiffs have identified as related two cases in which the complaints target the Carrier Defendants engaged in **carrier conduct** in **carrier markets**. While the related cases do describe related competitive harms, they are essentially different cases with different parties and different facts. The issues raised in responsive pleadings in this case will not be identical to the issues raised in the related cases.

Although styled as an extension, the request operates as a *de facto* stay: it contains no date certain and it would unfairly suspend Plaintiffs' right in this Action indefinitely to have the Platform Defendants response to the Complaint. The Platform Defendants only desire with this request appears to be to await this Court's analysis in other litigation before committing to their arguments. This is mere strategic positioning and not good cause for granting the motion.

BACKGROUND

By January 16, 2026, Defendants will have had approximately 116 days to answer Plaintiffs' complaint, now well more than the standard 21-day response period under Rule 12(a)(1)(A)(i). The following chronology illustrates the litigation strategy of the Platform Defendants to simply delay proceedings in this case.

Date	Event
Sept. 22, 2025	Platform Defendants served in this Action
Oct. 23, 2025	Joint motion granted; deadline extended to Jan. 16, 2026
Oct. 31, 2025	Samsung waives service
Dec. 11, 2025	Defendants request further extension
Jan. 16, 2026	Current response deadline (116 days post-service)

On December 4, 2025, Plaintiffs informed Defendants that they would agree to a short extension of the current deadline to accommodate the holidays, and would be willing to extend further if the Defendants provided a statement of the anticipated overlap with the pending decision in the related cases. The Defendants provided a brief list of common causes of action and suggested Samsung would seek arbitration. On December 8, 2025, Plaintiffs responded by identifying specific allegations of platform conduct in the Complaint that Plaintiffs believe is different and distinct from any carrier conduct in the related cases. Plaintiffs further responded that the monthly service contract type arbitration provisions in the related cases involve different issues than what Samsung might raise here. That correspondence is included at Exhibit 1.

B. This Platform Action Is Distinct From the Carrier Cases

As alleged, the foreclosure of competition operates through two independent chokepoints:

- The *Carrier Chokepoint*: **Carrier conduct** where the Carriers refuse to provision Wi-Fi Calling service unless the consumer purchases bundled cellular voice and text. This is a service-level restriction enforced through carrier billing and provisioning systems.

- *The Platform Chokepoint*: **Platform conduct** where Android and iOS reserve "native telephony" integration to carrier-privileged pathways (e.g., OS-level control over the primary number, telephony stack, and OS-integrated Wi-Fi Calling and messaging features). Independent VoIP providers are locked out because they lack a carrier "key" (e.g., iOS entitlements, carrier bundles/privileges, private APIs, proprietary configuration and IMS hooks), such that OTT VoIP apps cannot achieve parity with carrier telephony in either features or performance. These restrictions are enforced by platforms, not carriers.

This Action specifically targets **platform conduct** by **platform defendants**. The Carrier Cases target **carrier conduct** by **wireless carriers**. These are different defendants engaged in different conduct in different markets. A ruling in the Carrier Cases related to **carrier conduct** of bundling and provisioning will not resolve whether **platform conduct** such as Apple's entitlement system, Google's telephony stack privileges, or Samsung's carrier-configuration architecture also violate, for example, Section 2 of the Sherman Act.

LEGAL STANDARD

The existence of pending related cases with "common facts and legal issues ... does not alone establish the fairness or need for halting" litigation. *United States v. Honeywell International, Inc.*, 20 F.Supp.3d 129, 133 (2013).

"'The proponent of a stay bears the burden of establishing its need.'" *Serv. Emps. Int'l Union Nat'l Indus. Pension Fund v. UPMC McKeesport*, No. 22-cv-249, 2022 WL 3644808, at *3 (2022) (quoting) *Clinton v. Jones*, 520 U.S. 681, 706 (1997). "'[I]f there is even a fair possibility that the stay ... will work damage to someone else,' the movant 'must make out a clear case of

hardship or inequity in being required to go forward.'" *Id.* (quoting *Landis v. N. Am. Co.*, 299 U.S. 248, 255 (1936)).

"[I]n deciding whether to grant a stay, courts generally consider three factors: '(1) harm to the nonmoving party if a stay does issue; (2) the moving party's need for a stay—that is, the harm to the moving party if a stay does not issue; and (3) whether a stay would promote efficient use of the court's resources.'" *OCA – Asian Pacific American Advocates v. Rubio*, No. 25-cv-287, 2025 WL 1393153, at *1 (D.D.C. 2025) (quoting *Ctr. for Biological Diversity v. Ross*, 419 F. Supp. 3d 16, 20 (D.D.C. 2019)).

"The D.C. Circuit has recognized that plaintiffs have a 'right to maintain their case.'" *OCA,* WL 1393153 at *1 (quoting *Dellinger v. Mitchell*, 442 F.2d 782, 787 (D.C. Cir. 1971)). "Ordering a stay of 'indefinite duration in the absence of a pressing need' would amount to an abuse of discretion." *Serv. Emps. Int'l,* WL 3644808 at *2 (quoting *Hulley Enters. Ltd. v. Russian Fed'n*, No. 14-cv-1996, 2022 WL 1102200, at *4 (D.D.C. 2022)).

ARGUMENT

The Defendants seek an extension of time pursuant to Fed. R. Civ. P. 6(b), permitting the Court to extend the time for parties to complete any action for "good cause." The sole justification is that deferring briefing to "respond to the Amended Complaint (whether by moving to dismiss or filing an answer) based upon the Court's resolution of similar issues in the Carrier Cases" will conserve party and judicial resources. Good cause requires a legitimate need—such as a concrete impediment preventing timely filing—not convenience or tactical preference.

This delay would not save time or resources for the Court or the Plaintiffs. It only works to the benefit of the Defendants. If the Court's decision in the related cases does not resolve all issues in this case, Plaintiffs will suffer significant needless delay in moving its case past the

pleadings stage. Beyond the indefinite period of the extension, the Defendants' proposal would also add an additional 150 days of briefing – 60 days for the Defendants to file their motion, 45 days for the Plaintiffs to respond in opposition, and another 45 days for the Defendants to reply. This additional five months of delay on the back end of the extension will vitiate any efficiency that is created. On the other hand, even if the Court's decision in the related cases does resolve all issues in this case, the Court will still have to expend resources issuing the opinion and order deciding this case between these parties. The efficient path vis-à-vis the Court's resources would be to get all briefing in all four related cases before the Court now.

I. The Defendants' Specific Examples of Overlap are Not Point.

Paragraph 9 of the Defendants' motion sets forth six separate examples of issues they argue are common between the related cases and this case. Each example misstates the allegations being made in this case. The examples are set forth below in bold, with a response underneath.

- **The alleged tying arrangement between Wi-Fi calling services and carrier services is economically implausible and legally deficient. See AT&T Motion to Dismiss at 11-15. Plaintiffs allege the same tie here, without any additional factual support, and it fails for at least the same reasons. See Inza Am. Compl. ¶ 147.**

Plaintiffs' do not allege the "same tie" and provide extensive factual support regarding how the operating systems (e.g., Android and iOS) and smartphone platforms (e.g., Apple iPhone, Google's Pixel, and Samsung Galaxy smartphones) reserve "native telephony" integration to carrier-privileged pathways using, for example, OS-level control over the primary number, telephony stack, and OS-integrated Wi-Fi Calling and messaging features. Inza Am. Compl. ¶ 61.

The operating systems (e.g., Android and iOS) and smartphone platforms (e.g., Apple iPhone, Google's Pixel, and Samsung Galaxy smartphones) reserve "native telephony" integration to carrier-privileged pathways using, for example, OS-level control over the primary number, telephony stack, and OS-integrated Wi-Fi Calling and messaging features. Independent VoIP

providers are locked out the Platform Defendants' smartphone operating systems and hardware because they are foreclosed access to a carrier "key" (e.g., iOS entitlements, carrier bundles/privileges, private APIs, proprietary configuration and IMS hooks). In this Action, the alleged market foreclosure prevents VoIP apps, forced to run on the Platform Defendants' operating systems and hardware as second-class to native telephony, from achieving parity with carrier telephony in either features or performance.

This issue is not before the Court in the related cases, and a decision in those cases will not resolve the issue in this case. The Carrier Defendants' arguments in the related cases do not address Plaintiffs' factual allegations that the Platform Defendants possess market power in mobile operating systems and smartphones. Additionally, the Carrier Defendants' arguments do not address whether the allegations of technical restrictions alleged against the Platform Defendants prevent Over-the-Top VoIP apps from achieving parity with the access allowed to the Carriers in either features or performance state a claim for monopolization. Finally, the Carrier Defendants do not address whether reserving "native telephony" integration to carrier-privileged pathways—and locking out independent VoIP providers who lack a carrier "key" (e.g., iOS entitlements, carrier bundles/privileges, private APIs, proprietary configuration and IMS hooks)—constitutes exclusionary conduct under the Sherman Act.

- **Plaintiffs' theory of a multi-firm monopoly is not cognizable under Section 2 of the Sherman Act, which requires that a single firm have monopoly power or a dangerous probability of obtaining it to state a claim. See AT&T Motion to Dismiss at 15-17. Plaintiffs allege the same joint monopoly power here, and their claim fails for the same reason. See Inza Am. Compl. ¶ 3.**

Section 2 prohibits monopolization and attempts to monopolize by any person or "persons." Courts recognize liability for a single firm's monopoly or for coordinated or collective conduct by multiple firms that achieves monopoly power. This Action alleges specific **platform**

conduct by the Platform Defendants that achieves monopoly power separate from the **carrier conduct** alleged in the Carrier Cases. Inza Am. Compl. ¶ 108 ("On approximately 97 percent of U.S. **smartphones**, the **operating system** determines whether a service is treated as 'native'" (emphasis added)). The analysis of Platform Defendant conduct in their market is not the same.

- **Plaintiffs failed to adequately allege an agreement as required to state a claim under Section 1 of the Sherman Act, instead alleging only parallel conduct. See AT&T Motion to Dismiss at 17-18. Plaintiffs' complaint here suffers from the same defect. See Inza Am. Compl. ¶ 32.**

This Action alleges specific **platform conduct** by the Platform Defendants that achieves such an agreement, which would be different from the **carrier conduct** alleged in the Carrier Cases. See Inza Am. Compl. ¶ 141. "Defendants combined and conspired to restrain trade in violation of Section 1 of the Sherman Act by … implementing exclusive-dealing restrictions **at the operating system and device level**." (emphasis added).

- **Plaintiffs' claim that defendants violated Section 3 of the Clayton Act fails because that statute only applies to commodities, not services like those at issue in both complaints. See AT&T Motion to Dismiss at 18-19. Plaintiffs allege the same flawed claim here. See Inza Am. Compl. ¶ 148.**

Without even needing to touch on the merit of this argument, it is axiomatic that this case involves commodities, and is based on specific allegations of **platform conduct** by the Platform Defendants with **smartphones and operating systems**. Inza Am. Compl. ¶ 148 ("[n]ear-total **device base** foreclosed at the native lane." (emphasis added)).

- **The RICO claims, which are premised on allegedly fraudulent statements about "free" Wi-Fi calling, fail because the complaint failed to allege fraudulent conduct. See AT&T Motion to Dismiss at 22-24. Plaintiffs' claims here are likewise premised on allegations of fraudulent promotion of "free" calling without any additional factual allegations. See Inza Am. Compl. ¶ 125.**

This is a straightforward misrepresentation of the case against the Platform Defendants. The Platform Defendants functioning as an enterprise-in-fact for the purpose of carrying out the

alleged illegal activities "by designing, shipping, or enforcing gating mechanisms" in their **operating systems and smartphones** that foreclose access to native telephony by independent VoIP providers. Inza Am. Compl. ¶ 200. The Platform Defendants also transmitted uniform half-truth messaging concealing these gating mechanisms and their use in the bundle conditions of wireless carriers. Inza Am. Compl. ¶ 200. These allegations have nothing to do with free calling.

- **The Carrier defendants moved to stay claims in favor of arbitration, Inza v. AT&T Inc., No. 1:24-cv-03054-RDM, Dkt. No. 70, and Plaintiffs argued that the agreement to arbitrate was unenforceable, id., Dkt. No. 76, for reasons that Samsung anticipates Mr. Inza may raise here.**

Again, this Action alleges specific **platform conduct** by the Platform Defendants for the purpose of carrying out the alleged illegal activities "by designing, shipping, or enforcing gating mechanisms" in their **operating systems and smartphones** that foreclose access to native telephony by independent VoIP providers. Inza Am. Compl. ¶ 200. The arbitration issues raised in the related cases involve each carrier's arbitration clause in monthly service contracts, irrespective of the device used by the Plaintiffs. Even if Samsung is able to bring forward an arbitration provision related to the purchase of its hardware and software, the arguments for enforceability are not the same. Defendants' motion does not represent that any plaintiff in this case has executed an arbitration agreement with Samsung. Instead, they only represent that Plaintiff Richard Inza is subject to an unspecified arbitration agreement because he "purchased and used Samsung phones." Nor is it obvious that enforcement of an arbitration provision between one plaintiff and one defendant would be dispositive as to the remaining plaintiffs and defendants.

II. Defendants Have Not Demonstrated Good Cause Under Rule 6(b)(1)

The Platform Defendants fail to articulate good cause due to a concrete impediment preventing timely filing in this Action. *First*, the Platform Defendants will have had 116 days to prepare by the already agreed upon deadline of January 16, 2026—far longer than the standard

period. *Second*, the Platform Defendants identify no specific impediment—no staffing constraints, no document production issues, no scheduling conflicts. *Third*, this is not the first time the Platform Defendants have requested an extension. Even if these cases do raise the same types of claims, that in itself is not good cause for further extension of Court deadlines.

Moreover, the delay does not conserve or eliminate judicial resources in handling the platform-specific work; it merely postpones it. The Court will still need to analyze platform market power, iOS entitlements, and telephony privileges regardless of its ruling in the related cases. Serial adjudication also increases fragmentation. In contrast to having the Court's resolution of similar issues in the Carrier Cases aid the Platform Defendants in filing their response, having the Platform Defendants answer the Complaint now better aids the Court.

III. Defendants Have Improperly Requested a Stay in this Action

Although styled as an extension of time to respond, the Defendants' motion essentially operates as a *de facto* stay: it contains no date certain and would suspend this case indefinitely. However, the Defendants have not "carried their burden of establishing its need." *Serv. Emps. Int'l,* WL 3644808 at *3. Defendants have not demonstrated "the harm to the moving party if a stay does not issue" or that "a stay would promote efficient use of the court's resources." *OCA,* WL 1393153 at *1.

To the contrary, a stay would harm the Plaintiffs and their "right to maintain their case." *Id.* "The movant 'must make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to some one else.'" *United States v. Honeywell International, Inc.*, 20 F.Supp.3d 129, 132 (2013) (quoting *Landis v. N. Am. Co.*, 299 U.S. 248, 255 (1936)).

CONCLUSION

WHEREFORE, Plaintiffs Ray Leon, Richard Inza, Michael Inza, and VoIP-Pal.com, Inc. respectfully request that the Court deny the Defendants' Motion for Extension of Time to Answer or Move in Response to the Complaint, and maintain the current deadline for filing responsive pleadings.

Respectfully submitted,

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Dated and filed: December 17, 2025

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiffs' Opposition to Defendants' Motion for Extension of Time to Answer or Move in Response to the Complaint was served on December 18, 2025 to all counsel of record via the Court's electronic filing system.

/s/ Travis Pittman
Travis Pittman