

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

VOIP-PAL.COM INC.,

Plaintiff,

v.

AT&T, INC., AT&T SERVICES, INC.,
AT&T MOBILITY, LLC, T-MOBILE US,
INC., T-MOBILE USA, INC. VERIZON
COMMUNICATIONS, INC., and CELLCO
PARTNERSHIP D/B/A VERIZON
WIRELESS,

Defendants.

PLAINTIFF'S THIRD AMENDED COMPLAINT

COMES NOW Plaintiff VoIP-Pal.com Inc. (“VoIP-Pal”), by and through undersigned counsel, and makes its Third Amended Complaint against Defendants AT&T, Inc., AT&T Services, Inc., AT&T Mobility, LLC, T-Mobile US, Inc., T-Mobile USA, Inc., Verizon Communications, Inc., and Cellco Partnership d/b/a Verizon Wireless, stating:

INTRODUCTION

1. This case involves exclusionary conduct by the Defendants in violation of the Sherman Act, causing antitrust injury and damages to VoIP-Pal. The challenged conduct concerns competition in Wi-Fi-based telephony, including whether independent providers can offer primary-line service with handset integration comparable to carrier Wi-Fi Calling. The Defendants provide native Wi-Fi calling to qualifying subscribers within their respective cellular calling-and-texting relationships. VoIP-Pal seeks to compete by providing that telephone service in a standalone form, without also requiring customers to purchase conventional cellular service.

2. Voice over Internet Protocol (“VoIP”) is an underlying transmission technology for carrying voice over an internet connection. Wi-Fi Calling uses a Wi-Fi internet connection for the access portion of a telephone call, and Wi-Fi-based telephone calling existed before the Defendants’ later branded Wi-Fi Calling implementations.

3. Native Wi-Fi Calling integrates that calling function into a smartphone’s ordinary telephony environment: the subscriber uses the phone’s native phone application and ordinary telephone number, incoming calls ring normally, calls appear in the ordinary call history without opening a separate application, and it can operate when cellular coverage is unavailable.

4. The Defendants provide native Wi-Fi Calling only to qualifying subscribers. Although consumers own their smartphones and pay for internet connection used for Wi-Fi access, they cannot choose an independent telephone service provider to supply native handset treatment.

5. The Defendants do not offer the same native Wi-Fi Calling telephone service separately. That purchase condition is a commercial decision by the Defendants, and not an inherent technical requirement of carrying a telephone call over Wi-Fi.

6. Consumers have used native Wi-Fi Calling at substantial commercial scale, and the Defendants have promoted its use where cellular coverage is weak or unavailable. Wi-Fi-centered telephone services have also been separately offered and priced in the past. Although earlier Wi-Fi-centered services did not themselves provide the materially equivalent native handset treatment required for VoIP-Pal’s intended service, these facts show actual consumer use and demand.

7. VoIP-Pal seeks to provide that materially equivalent native handset treatment directly to its own subscribers using assigned or ported telephone numbers, PSTN interconnection, and emergency-calling functionality, without requiring consumers to purchase and maintain conventional cellular calling-and-texting service.

8. VoIP-Pal has substantial relevant operating, management, and commercialization experience, and is ready to enter the market. The consumer would supply the smartphone and internet connection, and VoIP-Pal does not need to build or operate a nationwide cellular network.

9. Telephone numbering and portability, PSTN interconnection, hosting, routing, billing, downloadable applications, and other ordinary service-side inputs did not provide materially equivalent native handset treatment. Porting transferred a telephone number; it did not transfer the Carrier-specific authorization and configuration state required for that treatment.

10. Native Wi-Fi calling depends on complementary Carrier and platform/OEM functions. The Carrier controls the subscriber and service state, while the platform/OEM company controls the native handset implementation that recognizes and acts on that state. The ordinary technical, developer, certification, provisioning, and onboarding pathways available to an independent provider did not provide materially equivalent native handset treatment without a qualifying carrier relationship. That missing native-treatment path prevented VoIP-Pal from offering materially equivalent standalone native Wi-Fi Calling merely by lowering price or acquiring ordinary telephone inputs.

11. Each Carrier controls the state applicable to its own subscriber relationships. AT&T controls AT&T-specific authorization, Verizon controls Verizon-specific authorization, and T-Mobile controls T-Mobile-specific authorization. Another carrier cannot provide that authorization. The challenged conduct is the use of these Carrier-specific conditions to prevent or materially impede competing standalone supply.

12. The Carriers implemented those Carrier-specific conditions through separate technical and commercial relationships with platform/OEM counterparties, including Apple, Google, and Samsung. Within those relationships, the Carrier supplies or controls subscriber,

configuration, entitlement, provisioning, certification, authorization, and related inputs, while the corresponding handset operating-system functions recognize and act on that Carrier-specific state.

13. VoIP-Pal alleges two complementary forms of concerted conduct. The Carriers coordinated horizontally through operator meetings, working groups, and implementation programs concerning native all-IP Carrier communications. Defendants also separately implemented the resulting Carrier-controlled model through its own subscriber relationships, networks, and bilateral platform/OEM relationships.

14. As a result of Defendants' foreclosure, Plaintiff and similarly-situated competitors are excluded from offering products and services that include the native dialing, ordinary inbound ringing, integrated emergency-calling workflow, native call history, and Wi-Fi/cellular continuity.

PARTIES

15. VoIP-Pal is a publicly-traded company incorporated under the laws of the state of Nevada, having its principal place of business at 7215 Bosque Blvd., Waco, Texas 76710.

16. AT&T, Inc. ("AT&T") is a publicly-traded company incorporated under the laws of the state of Delaware, having its principal place of business at Whitacre Tower, 208 S. Akard St., Dallas, Texas 75202.

17. AT&T Services, Inc. ("AT&T Services") is a subsidiary of AT&T incorporated under the laws of the state of Delaware, having its principal place of business at 1010 Pine St., St. Louis, Missouri 63101. AT&T Services provides regulatory, technical, contracting, and related services within the AT&T enterprise.

18. AT&T Mobility, LLC ("AT&T Wireless") is a limited liability company organized under the laws of the state of Delaware, having its principal place of business at 1025 Lenox Park Blvd NE, Brookhaven, GA 30319. Upon information and belief, AT&T Wireless operates as the

provider of AT&T wireless service, acting on behalf of its FCC-licensed affiliates, and administers the wireless subscriber relationship through which qualifying lines receive native Wi-Fi Calling.

19. T-Mobile US, Inc. (“T-Mobile”) is a publicly-traded company incorporated under the laws of the state of Delaware, having its principal place of business at 12920 SE 38th Street, Bellevue, Washington 98006. T-Mobile is the parent company of the T-Mobile wireless enterprise.

20. T-Mobile USA, Inc. (“T-Mobile USA”) is a company incorporated under the laws of the state of Delaware, having its principal place of business at 12920 SE 38th Street, Bellevue, Washington 98006. Upon information and belief, T-Mobile USA operates as T-Mobile’s customer contracting counterparty, and is an operating entity through which T-Mobile provides wireless service and maintains customer relationships.

21. Verizon Communications, Inc. (“Verizon”) is a publicly-traded company incorporated under the laws of the state of Delaware, having its principal place of business at 1095 Avenue of the Americas, New York, New York 10036. Verizon is the parent company of the Verizon telecommunications enterprise.

22. Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) is a partnership organized under the laws of the state of Delaware, having its principal place of business at 1 Verizon Way, Basking Ridge, New Jersey 07920. Verizon Wireless operates Verizon’s wireless business and provides wireless service to Verizon subscribers, including the subscriber relationship through which qualifying Verizon lines receive native Wi-Fi Calling.

23. The AT&T, T-Mobile, and Verizon entities named above (collectively the “Carriers”) perform different functions within their respective telecommunications enterprises. The various entities are liable for their own respective participation in, implementation of, or

support for the wireless network, subscriber, technical, contractual and/or platform arrangements described in this Complaint.

24. The precise responsibility among the various entities is particularly within the Defendants' knowledge and control, and their respective roles are alleged upon information and belief based on public records.

25. Apple Inc., Google LLC, and Samsung Electronics Co., Ltd. are not defendants in this action, but they are identified throughout because their conduct and platform/OEM functionality are relevant to the Defendants' conduct.

26. Apple develops the iOS and native telephony functionality on the iPhone, Google develops Android and related native telephony architecture, and Samsung manufactures Android smartphones and implements device and firmware functionality on supported Samsung devices.

JURISDICTION AND VENUE

27. The Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1337, as this action arises under the Sherman Antitrust Act, 15 U.S.C. §§ 1 and 2.

28. Venue is proper in this District under the Clayton Act, 15 U.S.C. § 15, 22, and 26.

29. Venue is also proper under 28 U.S.C. § 1391(b) and (c), because one or more Defendants transact business in this District and because a substantial portion of the events giving rise to this Complaint occurred here.

FACTS COMMON TO ALL COUNTS

I. The Defendants are restraining trade in the Wi-Fi calling market and related systems.

A. the Product, the Relevant Market, and the Competitive Opportunity Foreclosed

30. This case concerns Defendants' alleged foreclosure of competition in the United States retail market for Wi-Fi-primary telephone service ("Wi-Fi-Primary Service"): PSTN-

interconnected mobile telephone service that provides an assigned or portable United States telephone number, is capable of serving as the consumer’s ordinary primary line, is purchasable independently of a conventional full cellular bundle, and is designed to route calls exclusively or by default over Wi-Fi. The market includes both Wi-Fi-only and Wi-Fi-first variants. In a Wi-Fi-only service, cellular calling is absent. In a Wi-Fi-first service, cellular access, if present, is secondary by plan design—such as by being optional, capped, separately priced or metered, or materially limited—rather than the principal service purchased.

31. “Standalone” means available without buying a conventional full cellular bundle. The service runs solely or predominantly over Wi-Fi as the subscriber’s primary mobile line, associated with the main telephone number of the mobile device, used through the handset’s built-in, default, or functionally equivalent “system-integrated” calling and messaging environment. It includes Wi-Fi-only and Wi-Fi-first calling forms. Optional cellular fallback does not remove a Wi-Fi-first service if Wi-Fi stays the default or predominant. Independent providers, including non-carriers, supply the native Wi-Fi Calling service through functionally integrated implementations.

32. The relevant geographic market is the U.S. because the service uses U.S. telephone numbers and connects to Public Switched Telephone Network (“PSTN”) destinations in the U.S., supports U.S. emergency calling, and lawfully follows applicable U.S. regulatory requirements such as lawful intercept.

33. For consumers with tight budget and little need for cellular coverage (e.g., due to continuous, reliable Wi-Fi access), other products—conventional full cellular bundles, over-the-top (OTT) applications lacking the pleaded primary-line features, and fixed VoIP lines—were not interchangeable enough to constrain Wi-Fi-Primary Service’s price or quality. A cellular bundle

forces these consumers to buy unwanted cellular coverage or data and pay materially more. For the principal market, a Wi-Fi capable mobile device functionally offering a fully system-integrated telephony experience qualifies if it services the mobile device's default public telephone number and fully integrates to its default telephony and messaging features; its technical label does not control. A number-bearing app providing the functionality alleged above through a separate interface falls within the principal market. For a narrower system-integrated alternative, Plaintiffs allege separate-application services differ in incoming-call presentation, default controls, background reachability, emergency calling, messaging integration, quality and reliability, and for the consumers alleged here those differences would prevent enough switching to constrain a small worsening of a system-integrated service. A fixed VoIP line fails to meet mobility needs. Thus, partial functional overlap alone does not show that Wi-Fi-Primary customers would switch to constrain a small worsening of price or quality.

34. A number-bearing app providing those functions through a separate interface falls within the first alternative market, not the principal market. Separate-application services differ in incoming-call presentation, default controls, background reachability, emergency calling, messaging integration, quality and reliability, and for consumers those differences would prevent enough switching to constrain a small worsening of a system-integrated service. A fixed VoIP line fails to meet mobility needs. Thus, partial functional overlap alone does not show that native Wi-Fi Calling customers would switch to constrain a small worsening of price or quality.

35. Commercial offerings confirm Wi-Fi-based telephone service has historically been sold and priced apart from a conventional nationwide cellular-service bundle. By 2008, years before the later U.S. entrants, Digifonica offered JustCallMe, a consumer VoIP-over-Wi-Fi service on Nokia Wi-Fi handsets that provided local telephone numbers and calls to ordinary fixed and

mobile numbers, pay-as-you-go or on monthly plans from £5.99, showing the category was established early. This is described in more detail below in Section II.

36. In early 2015, Cablevision sold Freewheel, an all-Wi-Fi talk, text, and data service with no cellular fallback, for \$29.95 monthly (\$9.95 for Optimum Internet customers) on a dedicated Motorola Moto G with no annual contract. Republic Wireless offered a \$5/month plan of unlimited talk, text, and data over Wi-Fi only, with higher-priced cellular-backup tiers. Scratch Wireless offered paid cellular passes as *optional* add-ons to its Wi-Fi based telephony. In January 2015, FreedomPop launched a \$5-per-month, application-based service of unlimited voice, messaging, and data over an automatically joined nationwide Wi-Fi hotspot network, marketed both to consumers keeping reduced cellular service and to phones with no carrier connectivity.

37. Likewise, contemporaneous industry and consumer publications treated these as a recognizable product category and emphasized price. *Time* asked, “Can Wi-Fi Replace Your Cell Phone Plan?” and said “[t]he biggest differentiator would be price.” CNET wrote of Republic Wireless that “[i]n terms of pure bang for the buck, no major carrier offers anything close.” The *Economist* called “Wi-Fi first” technology beneficial for consumers and disruptive for mobile firms. These separately sold offerings, distinct prices, specialized suppliers, and contemporaneous descriptions support public and industry recognition of a distinct low-cost category. Implementations differed: built-in, default, or functionally integrated user experiences supported the principal market, but each relied primarily or solely on Wi-Fi and was marketed as a primary mobile service, supporting at least the first alternative market. A 2015 Amdocs-commissioned Linx-IE survey reported that 77% of U.S. and Canadian respondents would consider replacing their mobile voice-and-data plan with a Wi-Fi-first offering (*Light Reading*, Aug. 31, 2015).

38. The later contraction of standalone Wi-Fi-primary plans does not negate the distinct demand shown by these offerings, prices, purchases, and contemporaneous recognition. VoIP-Pal alleges that demand persisted but that carrier bundling, restricted native enablement, carrier-host dependence (for Wi-Fi-first plans), and the challenged conduct alleged elsewhere, all contributed to impair continued development of standalone supply. Several providers relied on Sprint as an independent wholesale host. The 2020 Sprint-T-Mobile merger removed that host, and the surviving standalone entrants (e.g., FreedomPop) did not persist as Wi-Fi-primary specialists but were absorbed or converted into generic MVNO resellers of the Defendants' cellular service.

39. Wi-Fi-primary calling was historically recognized as a functionally distinct, and even disruptive, product—not merely a lower-priced version of cellular service. It is carried over broadband and Wi-Fi access points rather than licensed spectrum and a cellular radio-access network. The Wi-Fi access leg operates without the cellular radio path once activated: native Wi-Fi calling can place and receive ordinary calls while the cellular radio is disabled in airplane mode. An independent Wi-Fi-only provider need not have licensed spectrum or a cellular radio-access network; a Wi-Fi-first provider may obtain limited cellular fallback through a wholesale host.

40. The service meets distinct needs. Prospective customers have reliable broadband Wi-Fi but limited need or ability to pay for conventional cellular: low-income, price-constrained and homebound consumers (e.g., seniors), persons in poor- or no-reception areas, and travelers disabling cellular to avoid roaming charges. Broadband Wi-Fi's wide availability in homes, coffee shops, and workplaces during the relevant period makes the service practicable.

41. System-integrated Wi-Fi-primary calling has distinct technical and regulatory requirements satisfiable without a facilities-based cellular carrier. Federal law permits eligible, authorized interconnected VoIP providers to obtain U.S. telephone numbers directly from

numbering administrators, interconnect with the PSTN, and meet emergency-calling (E911) and lawful-intercept obligations. Such regulatory qualifications do not by themselves require a carrier's core network, device configuration, or native Wi-Fi Calling entitlements.

42. Native, primary-line calling and messaging on a U.S. industry phone are gated behind carrier credentials, privileged system apps and entitlements, and the Defendants built that gate: through the operator-driven Global System for Mobile Communications Association ("GSMA") and its Network 2020 program, working with the platforms and device makers, they implemented the "Green Button Promise"—that native IP voice and messaging be fully integrated in the handset and appear free within a carrier bundle—to blunt competition from OTT apps.

43. Defendants leverage this by conditioning native, primary-line treatment on carrier affiliation, through device-entitlement agreements and platform rules. Porting illustrates the discrimination: if a number is ported carrier-to-carrier, the receiving carrier re-provisions its own credentials and entitlement, and native primary-line service continues uninterrupted; if ported carrier-to-non-carrier, the number moves without the SIM/eSIM credentials, registration, configuration, or Wi-Fi Calling entitlement, which the non-carrier cannot obtain, and the subscriber loses native, primary-line integration. The number is portable; the native telephony features are not, and they are withheld from non-carriers alone, locking the installed base to the carriers regardless of any Wi-Fi-primary alternative's merits. The lock is a choice, not a technical necessity. Under the EU *Digital Markets Act*, Apple opened EU-only APIs that let eligible third-party apps act as the default cellular dialer and handle carrier SMS, MMS, and RCS messaging, integration that Apple withholds in the U.S. The integration design is not immutable.

44. And the carriers themselves direct platform design rather than passively receive it: in February 2015, at T-Mobile's request that Wi-Fi Calling and Enhanced 4G LTE (VoLTE) mode

be enabled and disabled independently, Google decoupled the two in Android (commit 183af604), confirming the two are technically distinct and separately controllable—and that carriers can and do obtain from platform makers the handset behavior they want. Yet no U.S. carrier offers Wi-Fi calling unbundled. On U.S. industry phones the qualifying, natively integrated service comes from carriers alone and only in a cellular bundle, while a non-carrier can offer at most a non-native, app-level service outside the narrow system-integrated submarket. Carrier-specific control and post-purchase lock-in for separately pleaded aftermarkets are discussed below.

45. A hypothetical monopolist of a native Wi-Fi Calling service could profitably impose a small but significant non-transitory price increase, or an equivalent degradation in integration, reliability, or indoor reachability, because too few of the alleged consumers would switch to separate-app services, cellular bundles, or fixed VoIP to make it unprofitable. This is due to the distinctive product prices, uses, and industry and public recognition alleged above.

46. In the alternative, if separate-app implementations constrain the principal market, the relevant product market is U.S. retail standalone interconnected Wi-Fi-based primary-line smartphone telephone service. It includes native, modified-device, and app-based implementations providing an ordinary public number, PSTN reach, incoming-call presentation, calling and messaging on that number, emergency calling, and comparable primary-line operation, regardless of interface. For the reasons alleged above, it excludes services conditioned on buying a conventional full cellular bundle; optional cellular fallback does not disqualify a service if Wi-Fi stays the default or predominant path and the fallback is not itself primary. In the but-for world, the hypothetical monopolist of this broader market could profitably impose a small but significant nontransitory price increase or equivalent quality reduction, because too few consumers would switch to full cellular bundles, fixed VoIP, or applications lacking primary-line capability to make

it unprofitable, those alternatives lacking the same combination of price, Wi-Fi-primary operation, mobility, public-number reach, emergency calling, and primary-line functionality.

47. In the further alternative, on a broader definition, the relevant market is U.S. retail primary smartphone telephone service, including conventional cellular service, carrier-bundled Wi-Fi Calling, and the native Wi-Fi Calling service VoIP-Pal was prepared to offer. Here, VoIP-Pal was a prepared entrant with a differentiated product whose sole or principal transmission path was Wi-Fi, not a carrier cellular network. The geographic market is likewise the U.S., since consumers seeking a U.S. primary line cannot practicably turn to a service lacking U.S. numbering, PSTN connection, emergency calling, and lawful authority to serve U.S. customers.

48. As alleged in the separate commercialization section, VoIP-Pal and its predecessor Digifonica intended and were prepared to commercialize native Wi-Fi Calling service, took concrete steps, and pursued direct, wholesale, and system implementation channels of commerce.

49. The same restraint affected two adjacent business lines through which VoIP-Pal and Digifonica participated or prepared to participate in commerce: an upstream VoIP-based PSTN network for consumer-facing enterprises/resellers, and system-design and implementation assistance to partners. The commercialization arrangements in Section II below could customize routing, numbering, provisioning, billing, support, customer ownership, and branding differently.

50. These activities can be considered commercialization channels and sources of participation, injury, and lost revenue to the extent that, but for the restraint, a project would have supplied, enabled, or implemented a product alleged in the markets above.

51. A proposal combining product technology, implementation assistance, and patent licensing supports participation to the extent it would have supplied or enabled such a product; for example, VoIP-Pal's patents serve as evidence of innovation, experience, product differentiation,

and add value as a protective “moat.” The same foreclosure narrowed VoIP-Pal’s ability to partner and license. Partnering with others—whether by offering an upstream enterprise or reseller network, or by providing implementation assistance to help build a telephony system—was harmed because potential partners recognized that they too could not reach consumer-facing, natively integrated Wi-Fi telephony on the handset, for the same reasons; that recognition depressed their willingness to join VoIP-Pal’s ventures or take licenses to its technology, costing VoIP-Pal partnerships and licensing revenue.

52. Separately, Plaintiffs allege three carrier-specific aftermarkets, one per carrier: native Wi-Fi Calling for subscribers already committed to AT&T, Verizon, or T-Mobile. Each carrier controls provisioning, account eligibility, SIM/eSIM authentication, device configuration, and network access for native Wi-Fi Calling on its own active lines, and a ported number carries none of that provisioning or entitlement.

53. For a subscriber committed to a carrier and seeking native Wi-Fi Calling on that line, no alternative is a substitute: an OTT app, a browser service, a second number or device, or a port to an independent provider cannot deliver Wi-Fi calling on the subscriber’s existing number and line while providing fully-integrated handset use. Changing carriers is not an equivalent aftermarket purchase and, entails material switching costs, including unpaid device balances or lost promotional credits, device unlocking and compatibility limits, family-plan and bundle consequences, coverage differences, account migration, reconfiguration, and the time and risk of moving multiple lines.

54. Because a subscriber cannot reliably foresee or price a carrier’s later native-feature restrictions at purchase, competition for new customers does not discipline the carrier’s control of native Wi-Fi Calling for those locked-in subscribers.

55. Each carrier thus holds exclusive or near-exclusive control of its aftermarket and can exclude unaffiliated providers from supplying carrier-native Wi-Fi Calling to that installed base; at the but-for benchmark, a hypothetical monopolist of that aftermarket could worsen price, quality, eligibility, or provider access without enough subscribers switching to make it unprofitable. Each carrier possesses monopoly power in its own aftermarket. AT&T, Verizon, and T-Mobile have distinct terms of service, service disparities, provisioning mechanism, unique bundle features, prices, and carrier-specific customer loyalties.

56. In the further alternative, Plaintiffs allege a U.S. market for managed, mobile-integrated enterprise telephony services bought by enterprise and institutional customers, directly or through resellers: provider-operated VoIP and PSTN functions, enterprise numbering, routing, emergency calling, administration, billing, and support, with mobile handsets as the primary enterprise lines.

57. On information and belief, buyers procure this combination at distinct prices, and bare SIP trunks, OTT apps, and nonmobile on-premises systems are not substitutes. On information and belief, AT&T, Verizon, and T-Mobile each compete here through carrier-operated offerings that make a carrier mobile number an enterprise line, including AT&T Cloud Voice with Microsoft Teams Phone Mobile, Verizon Mobile for Microsoft Teams (Operator Connect Mobile), and T-Mobile for Microsoft Teams with Teams Phone Mobile. Separately, AT&T Partner Exchange and T-Mobile's YNOW demonstrate those carriers' experience supporting reseller and branded-wireless distribution. On information and belief, some deployments require carriers to provide VoIP system implementation assistance.

58. These are the types of businesses that Digifonica said it intended to pursue and did pursue and VoIP-Pal later sought to supply or enable but was foreclosed from by the challenged

conduct, including denial of the ability to interconnect mobile handsets with native Wi-Fi telephony to the service. in part because these services rely on native, carrier-controlled Wi-Fi calling integrated into the mobile handset. *See* Clay S. Perreault, *Next Generation Networks—A Migration Path* 3-5, 8 (shows Wi-Fi 2.4 GHz radio interface), 9-10 (Digifonica could use Wi-Fi transport & mobile dialer), 13, 15, 39-40 (Digifonica draft, June 3, 2005), Ex. 2020, No. 1:24-cv-03051-RDM, Dkt. 9-7, ECF 281-325 (“NGN Paper”).

59. The value of Wi-Fi calling derives in substantial part from its deep integration with a mobile phone’s native telephony and messaging features, which minimizes user friction. Once the phone is configured, the user generally need not download or install telephony software, create separate accounts, or learn a special user interfaces: the default phone interface, including messaging, “just works”. The user ordinarily does not provision the underlying telephony service, determine which telephony or messaging features are enabled, or control how a call is routed or handled by the service provider regardless of whether the call goes over Wi-Fi or cellular. Rather, such native telephony features are controlled and implemented by the carrier and platform, including through device firmware, system configurations, carrier settings and entitlements, and preinstalled carrier apps or system-level software.

60. This differs materially from user-installed “over-the-top” (OTT) communication applications, which may not ship with the phone, typically require user-installation and configuration, account setup, and do not receive the same level of integration with the phone’s native telephony features. They cannot compete with native telephony features due to system-level restrictions and limitations related to privileged system APIs, power management, quality of service, location functions, native dialing and messaging interfaces, emergency calling and

location features, call continuity, and other carrier- and platform-controlled features. Third-party apps cannot control the main (default) phone number of a smartphone—only carriers can.

B. The Defendants Move Toward Unified and Aligned Technical Implementation.

61. Historically, functional Wi-Fi calling has been implemented in a variety of ways, but earlier implementations are no longer used in the mobile telephony market, which has shifted to a GSMA-supported, IMS-based (IR.51) version since about 2014-2015. In 2007, Digifonica conducted trials of Wi-Fi calling, and in 2008, launched an integrated Wi-Fi calling product called JustCallMe, using Nokia Wi-Fi enabled phones on the Nokia platform. In 2007, T-Mobile launched handset-integrated Wi-Fi calling technology using UMA/GAN on specially configured GSM handsets. On information and belief, Sprint had a near-native implementation of Wi-Fi calling based on a Kineto/Taqua client in February 2014.

62. However, the current GSMA version of Wi-Fi calling that the Defendants now use is related to the one Apple announced in June 2014 (i.e., native Wi-Fi calling support in iOS 8).

63. In September 2014, T-Mobile was the first U.S. carrier to support the GSMA version of Wi-Fi calling in the iPhone 6. T-Mobile has abandoned UMA/GAN as its Wi-Fi calling architecture and phased out legacy UMA/GAN devices. And in October 2015, AT&T launched the GSMA IR.51 version of Wi-Fi calling, with Verizon following circa December 2015.

64. Thus, the U.S. carriers have all adopted the same GSMA-based (IR.51) version of Wi-Fi calling, and the dominant U.S. smartphone platforms (iOS and Android) have built it into their operating systems. Native telephony features are now tied to a constellation of technical standards (including IR.51) that can only be unlocked by carrier-based credentials.

65. In effect, the default “native” telephony features of a smartphone are now the exclusive preserve of carriers. Non-carriers cannot modify native telephony features because they

are “locked” by carrier-specific firmware, privileges and entitlements, that are tied to carrier-based phone identities (i.e., SIM/eSIM cards) and controlled by privileged carrier apps. Non-carrier developers and non-carrier telephony providers do not have a “key” to these native telephony feature “locks”—only carriers do. This can be thought of as a “Lock-and-Key” technological barrier, created by the collaboration of carriers and platforms.

66. Numerous technological barriers have been progressively implemented since 2014 through the deliberate coordination of the carriers and the platform co-conspirators as described in detail in Appendix B to the related 1843/1970 case complaints. Even where OTT VoIP apps have been granted limited access to native telephony features, that access remains subject to restrictions and limitations that prevent competitive parity with carrier services. Carriers retain privileged access to, and control over, the mobile phone’s number, default telephony surfaces, system integrations, configuration, and core calling and messaging features.

67. U.S. carriers have all moved to supporting the same GSMA IR.51 VoIP-over-Wi-Fi (VoWiFi) architecture, although their networks, provisioning, and optional features remain carrier-specific. Thus, the term “Wi-Fi Calling” today is essentially a brand name; it refers specifically to the now-ubiquitous GSMA IR.51 incarnation of native Wi-Fi calling, gated behind carrier credentials and entitlements. Other methods of natively-integrated Wi-Fi calling are no longer distributed or supported by U.S. carriers or the dominant smartphone platforms—and the platforms now have built-in technological barriers that exclude non-carriers from integration.

C. Carrier-Platform/OEM Relationships Governing Native Wi-Fi Calling

68. Native Wi-Fi Calling on a supported smartphone depends on two complementary inputs controlled by different participants. The Carrier controls the subscriber and network state required for the service, including identity, eligibility, entitlement, provisioning, authorization, and

activation. While the Platform/OEM controls the handset and operating-system functionality that recognizes and implements that state as native telephony. Neither input alone produces materially equivalent native Wi-Fi Calling.

69. Android implements operator-specific telephony through mechanisms including CarrierConfig, UICC carrier privileges, entitlement verification for IMS services including Voice-over-Wi-Fi, subscription management, and eSIM functionality. Those mechanisms are materially different from the ordinary public application pathway available to an unaffiliated standalone provider and do not themselves cause that provider's telephone service to be recognized as Carrier-specific native telephony.

70. Apple implements a corresponding operator-specific architecture through Apple-controlled handset and operating-system functionality operating with Carrier-specific configuration and entitlement state. Apple's published support materials describe carrier settings updates as supplying network-related settings and adding supported features including Wi-Fi calling. Carrier authorization alone does not cause an iPhone to implement a service as native telephony; the corresponding Apple-controlled implementation is also required.

71. This distinction is illustrated by an operator-specific Apple implementation publicly described in 2017 by Interop Technologies for Nemont Telephone Cooperative. Interop described use of Apple's entitlement protocol to enable Wi-Fi Calling for Nemont subscribers and collect E911 information, with the operator retaining control over enabling the service. Apple-side functionality therefore operated together with the operator-specific entitlement and enablement.

72. Verizon's published Open Development process independently distinguishes technical qualification from a subsequent commercial step. Verizon describes pre-submission and conformance testing followed, after technical approval, by a Device Introduction Process in which

“business agreements are developed to allow the device to be activated on the Verizon Wireless network.” Technical approval does not itself complete the activation process Verizon describes.

73. AT&T’s 2014-2015 developer and Enhanced WebRTC programs likewise permitted unaffiliated developers, subject to AT&T-defined criteria, to obtain specified telecommunications functions through AT&T-issued credentials or interfaces, including functions involving telephone numbers, PSTN calling, testing, and emergency-calling capabilities. Those programs did not provide materially equivalent native handset treatment.

74. AT&T has described its native Wi-Fi Calling authorization architecture in patent applications, describing a Secure Entitlement Server through which a mobile device authenticates and determines entitlement to services including Wi-Fi Calling. The AT&T specification states that “[t]he mobile device will not enable any of the entitled services until receiving an indication from the SES,” and that the SES handles authentication of devices, services, subscriptions, and subscriber profiles and can establish subscription to use Wi-Fi Calling and VoLTE. AT&T therefore controls whether its subscriber state authorizes native Wi-Fi Calling even when the handset is technically capable of providing it.

75. T-Mobile USA likewise described subscriber-specific authorization in a patent application entitled “Wi-Fi Calling Using SIP-IMS Handset and Evolved Packet Data Gateway.” The specification states that a user device “may register to a SIP IMS network when a valid SIM card is used,” provides for authentication and authorization under 3GPP TS 33.402, addresses a non-T-Mobile SIM registration condition, and separately describes a Wi-Fi-only mode in which the cellular radio is switched off while voice and messaging traffic use the IMS network.

76. Independent industry materials are consistent with this two-sided implementation architecture. In a 2022 submission to the Body of European Regulators for Electronic

Communications (“BEREC”), MVNO Europe reported that access to functions including VoLTE and VoWiFi could depend on commercial arrangements between mobile operators and handset-platform companies. German competition materials likewise described Apple Carrier bundles as governing operator-specific functionality including VoWiFi, consistent with Apple’s own carrier-settings materials.

77. The Carriers obtain commercial benefits from providing native Wi-Fi Calling within a qualifying cellular relationship. Subscribers can use Wi-Fi where cellular coverage is weak or unavailable while remaining paying Carrier subscribers, preserving the Carrier’s customer and telephone-service relationship and reducing substitution by competing standalone supply.

78. The platform/OEM also derives commercial value from these Carrier relationships.

79. Carriers market, sell, activate, and support smartphones through established retail and online channels, while Carrier-integrated native functionality, including Wi-Fi Calling, makes those devices more useful as the subscriber’s ordinary telephone. Those commercial benefits give the platform/OEM companies an independent economic interest in maintaining these relationships.

D. The Carrier-Specific Purchase Condition and Foreclosure of Standalone Supply.

80. The Defendants each impose a separate Carrier-specific condition on native Wi-Fi Calling: the consumer must purchase or maintain that Carrier’s qualifying cellular calling-and-texting relationship to obtain that Carrier’s native Wi-Fi Calling. The condition is not a separately stated surcharge for Wi-Fi calling.

81. AT&T requires a qualifying AT&T wireless account, supported device, and AT&T provisioning or authorization for AT&T native Wi-Fi Calling. A consumer who does not maintain the qualifying AT&T cellular relationship does not obtain AT&T native Wi-Fi Calling merely by possessing Wi-Fi internet access, an ordinary telephone number, PSTN connectivity, or a

compatible smartphone. AT&T's published Wi-Fi Calling terms state that a subscriber must have a wireless account provisioned for HD Voice and that AT&T PREPAID pay-per-minute plans do not include Wi-Fi Calling.

82. Verizon conditions native Wi-Fi calling upon a qualifying Verizon wireless relationship and Verizon-specific eligibility, activation, provisioning, or authorization on a supported device. Verizon's published materials state that, to activate Wi-Fi Calling on an iPhone, the device must be connected to the Verizon network and HD Voice must be activated. Verizon separately states that HD Voice eligibility requires a compatible phone and a postpaid calling plan.

83. T-Mobile requires a qualifying T-Mobile account, T-Mobile telephone number, supported device, and T-Mobile-specific eligibility, provisioning, configuration, or authorization for native Wi-Fi Calling. T-Mobile's published Wi-Fi Calling materials state under "To use T-Mobile Wi-Fi Calling, you need" that the subscriber must have an active account and explain that Wi-Fi Calling connects through T-Mobile service using the subscriber's telephone number.

84. Native Wi-Fi Calling is therefore supplied by each Carrier within its own qualifying cellular relationship rather than as a separate retail telephone service. A consumer cannot purchase the Carrier's native Wi-Fi Calling alone on the same terms; the tied service is available only through purchase or maintenance of the Carrier's cellular calling-and-texting service.

85. This condition that the consumer line be affiliated with and validated by one of the three Defendants is interconnected with the operability of smartphone platforms sold by Apple, Google, and Samsung in coordination with the Defendants.

86. To be sure, it is necessary and appropriate to protect legitimate authentication, E911, lawful-intercept, fraud-prevention, numbering, service-quality, and interoperability requirements, but these functions can be protected through objective technical and regulatory

qualifications separate and apart from carrier affiliations and commercial authorizations. Ability to satisfy those objective obligations is a different question from possession of carrier-affiliated commercial status.

87. The Defendants’ own published programs and materials show that the Defendants themselves use objective technical testing and certification when they choose to do so. These published programs demonstrate that technical qualification can be evaluated through objective criteria distinct from the later decision whether a line, account, or provider is commercially authorized for native service.

88. Native-service authorization determines whether a particular provider and subscriber line will actually be recognized and enabled for native Wi-Fi Calling. VoIP-Pal can supply or obtain the ordinary telecommunications components needed for its proposed service, but it cannot by itself cause Apple or Android-based smartphones to recognize VoIP-Pal subscriber lines for materially equivalent Wi-Fi Calling treatment.

89. The Carriers also take parallel pricing and marketing actions in their sales of Wi-Fi calling. While the Defendants only provide Wi-Fi calling to consumers in a bundle with their cellular calling services, each of the Defendants markets the Wi-Fi calling as “free” and at “no additional charge” to the consumer. The service is not free and without costs—instead, the Wi-Fi calls rely on infrastructure paid for by the consumer and their internet service provider. The Defendants in fact save money themselves and incur increased profits when calls are shifted over to the Wi-Fi and internet infrastructure instead of cellular service.

90. Upon information and belief, the Defendants expressly coordinated with one another in implementing this pricing and marketing strategy, as described in more detail below.

E. Express Carrier-Platform Agreements.

91. These carrier-platform restrictions are not merely an accident of neutral technical standards, but have historically been implemented through express bilateral agreements.

92. It is not possible for carriers (also called MNOs or MVNOs) to use the full functionality of Apple's iPhone and iOS without signing agreements with Apple. BEREC, the EU-level body composed of national electronic-communications regulators, observed in BoR (24) 139 at p. 18 (3 October 2024), that operators need an Apple contract to use iPhones without restriction for extended functions such as eSIM and VoLTE, and that some smaller operators struggled to get an agreement with Apple. In Chapter 7, the report explains that operators without agreements could lose a number of features including "VoWiFi" (Wi-Fi calling). *Id.* at 50. The report points out that getting "entitlement services" from a third party in the absence of a carrier agreement does not work reliably. *Id.* at 51. Page 55 and Table 2 recites key functionalities including Wi-Fi Calling (VoWiFi) that become missing or restricted by OS providers such as Apple in the absence of specific partner agreements between MNO/MVNOs and Apple. Contract-holding status is thus essential for carriers who deal with Apple, but these agreements deserve antitrust scrutiny.

93. Apple uses agreements with carriers to reduce competition in ways that benefit carrier partners or itself. For example, in an August 2009 response to a Federal Communications Commission ("FCC") inquiry, Apple publicly acknowledged a provision in its 2006 agreement with AT&T obligating Apple not to include functionality in iPhones enabling a customer to use AT&T cellular service to originate or terminate a VoIP session without AT&T's permission.

94. AT&T also filed a response to the FCC inquiry in August 2009 describing an Apple-AT&T agreement to restrict affirmative enablement of VoIP over AT&T wireless service

without AT&T consent. Remarkably, AT&T explained that anticipated AT&T voice-plan revenues were part of the parties' economic assumptions underlying their agreement.

95. While the 2006 agreement between Apple and AT&T likely does not govern modern IMS Wi-Fi calling, it is an example of the type of relevant admissions in the public record giving evidence to express agreements between the Defendants and the platforms to put restrictions on internet telephony. See: Apple response:

<https://wireless.fcc.gov/releases/8212009_Apple_Response.pdf> at PDF pp. 2 and 5. AT&T Response: <https://wireless.fcc.gov/releases/8212009_ATT_Response_FCC_iPhone_Letter.pdf> at PDF pp. 6-8.

96. AT&T benefited from its relationship with Apple. AT&T received exclusive U.S. access to the iPhone from 2007 until Verizon's 2011 entry. Apple reinforced that exclusivity with SIM locks, and there is evidence that AT&T withheld unlock codes until April 2012. On information and belief, these contractual and technical restraints blocked rival carriers from competing for iPhone users, prevented switching carriers, and helped AT&T secure and retain subscribers with much higher-than-average ARPU and significantly lower churn. Only after public outcry and pressure from the FCC did the industry "voluntarily" adopt consumer-friendly unlocking rules. See "Verizon, AT&T, Sprint, T-Mobile and U.S. Cellular agree to new cell phone unlocking rules", Fierce Networks, December 12, 2013: <<https://www.fierce-network.com/wireless/verizon-at-t-sprint-t-mobile-and-u-s-cellular-agree-to-new-cell-phone-unlocking-rules>>. Carrier agreements facilitate technical restrictions, as well. Apple's iOS 6 license disclosed that FaceTime could be restricted or unavailable through the service provider. AT&T used that capability to limit cellular FaceTime initially to Mobile Share subscribers, apparently to encourage service/device upgrades and to manage traffic. The FCC later

characterized the episode as AT&T blocking FaceTime. See FCC 2024 Open Internet Order, ¶479 n.1900 (“AT&T initially restricted use of Apple’s FaceTime application to times when the end user was connected to WiFi and thus to another [broadband Internet access service] provider.”).

97. As another example, Apple made Orange the exclusive French iPhone network operator and wholesaler, requiring Orange-linked SIM locking, and promised for two years after the agreement expired not to target Orange iPhone customers to make them switch carriers. In return, Orange reciprocated with special favors including a 30% share of iPhone billings (later replaced by a minimum-subsidy model), and funded Apple’s advertising. Orange gained iPhone subscribers and lock-in while Apple profited. France’s national competition authority, the Conseil de la concurrence, issued an interim decision finding the exclusivity threatened serious harm to competition and consumers, and suspended it pending a merits decision. See Decision 08-MC-01: <<https://www.autoritedelaconcurrence.fr/fr/decision/relative-des-pratiques-mises-en-oeuvre-dans-la-distribution-des-iphones-0>>. In Japan, a suspected antitrust violation in Apple’s carrier agreements relating to subsidies was investigated by the Japan Fair Trade Commission (JFTC) in 2018 but was resolved when Apple agreed to amend the agreement. See JFTC press release, July 11, 2018 at <<https://www.jftc.go.jp/en/pressreleases/yearly-2018/July/180711.html>>.

98. Apple’s FY2007 10-K admits that it financially benefited from locking iPhones to a carrier network (“If [...] an iPhone is ‘unlocked’ from an authorized carrier’s network, the Company would not receive payments related to that iPhone from such carrier”). And Apple’s FY2025 10K admits that carriers are a very important channel of net sales for its phones and that “[t]he Company depends on the performance of carriers and resellers.”

99. Another mechanism of carrier-Apple agreement is through Apple’s cooperation or alignment with programs the carriers coordinate using the GSMA. Carriers use the GSMA as a

vehicle for coordinating with each other and with Apple. A few examples: (a) the GSMA indicated that the embedded-SIM specification was developed together with leading brands “including Apple” (GSMA, Annual Report 2016). The “GSMA Releases Remote Provisioning Specification” post of February 18, 2016 also affirms Apple and operators both worked on eSIMs. (b) The GSMA in 2020 said Apple gave its input into the NSX parameter structure. (c) A GSMA postdated September 4, 2025 indicates the GSMA Entitlements platform supports Apple entitlements, suggesting Apple’s cooperation. Indeed, the GSMA’s Network 2020 program has expressly stated it had been working with device makers (e.g., Apple) to ensure features were integrated into phones. GSMA, “All-IP Communication Services Come of Age” (April 9, 2015), and GSMA, “Network 2020 – Delivering on the Green Button Promise: How mobile operators can meet the latent demand for rich and reliable all-IP communications” (Dec. 17, 2014).

100. Google regularly makes agreements with carriers. There are multiple layers of agreement. Google directly pays carriers to promote Google interests. Carriers and Google also cooperate through the GSMA, a carrier-driven organization, working for the benefit of carriers.

101. Google’s agreements with carriers have attracted antitrust scrutiny because they are designed to help carriers and Google itself, often at the expense of competition. Google illegally paid carriers—so-called revenue sharing agreements (RSAs)—to make Google the exclusive default to keep rival search engines off Android devices). All three carriers—Verizon, AT&T, and T-Mobile—selected the highest-paying configuration. Verizon would have lost \$1.4 billion if it had declined Google’s preferred configuration; going along was the only rational choice. AT&T abandoned competing “Branch” technology rather than risk Google revenue. Separate Mobile Services Incentive Agreements or MSIAs (“go-to-market” agreements) paid carriers for non-search requirements. Other incentives and deals also skewed the market. Google was willing to

pay T-Mobile for prominent placement of Google’s Messenger and RCS-related revenue (RCS is a phone messaging ecosystem that Google largely controls). The Court held Google unlawfully maintained its monopolies, violating § 2 of the Sherman Act. *United States v. Google LLC*, 747 F. Supp. 3d 1 (D.D.C. 2024). FOF ¶¶ 365, 379, slip op. 4, 123-128, 133-34, 213-15, Exhibits. Google offers a wide range of carrier RSAs, amendments, extensions, Android active-device incentives, marketing arrangements, subscription resales, etc., thus securing their cooperation. Foreign competition authorities (e.g., Australia, Japan) have also identified and strongly challenged Google-carrier arrangements that influenced search distribution and other markets.

102. The BEREC report (cited above) has explained how carrier agreements with OS platforms are essential for enabling the “native” functionality of phones. BEREC also notes that, in European markets, Google provided RCS (a “native” phone messaging protocol) through agreements with individual MNOs, and end users could not install RCS themselves. BoR (24) 139 at 53-55. App developers must accept “Carrier Terms of Service” including those related to RCS.

103. The story around native RCS messaging involves carriers and Google coordinating through the GSMA. Native RCS messaging began as a carrier initiative. Carriers developed RCS, and Jibe Mobile supplied cloud infrastructure for deploying it. After acquiring Jibe and committing to RCS in 2015, Google became a leading advocate. In 2016, Google joined carriers, manufacturers, and the GSMA in developing and promoting a common Universal Profile and implementing it across Android. The GSMA announced that collaboration in a February 22, 2016 release titled “Global Operators, Google and the GSMA Align Behind Adoption of Rich Communications Services.” All three major U.S. carriers later adopted Google Messages as their default Android messaging app and increasingly moved their RCS infrastructure to Google’s Jibe platform. On evidence and belief, Google and the carriers deliberately promoted RCS as a carrier-

centered response to OTT messaging to give carrier-based messaging advantages unavailable to independent OTT and VoIP apps, including carrier provisioning, telephone-number integration, interoperability, and placement in the handset's native messaging interface. Google's consumer RCS/Jibe platform is not available to non-carrier telephony providers such as the plaintiff.

104. Carriers have used the GSMA to coordinate with smartphone OS makers to help carriers fend off competitive threats. The GSMA identified OTT and online providers as a competitive threat to carrier voice and messaging and called coordinated operator action vital. Through Network 2020, it urged carriers to interconnect RCS and embed rich IP communications in mobile devices. Its "Green Button Promise" presented native, interoperable carrier voice and messaging as a distinctive advantage that "alternative communication suppliers simply cannot offer." (GSMA release, July 19, 2014). The "Green Button Promise" was the idea that such carrier telephony features would be integrated directly into the mobile handset as native features. Through GSMA-led processes, carriers coordinated commitments, launch schedules, implementation, testing, and interconnection. Google participated in RCS standardization and deployment work. Google was instrumental in securing carrier agreement and implementing RCS on Android.

105. The GSMA Annual Report 2016 on p. 34 announced: "The GSMA and mobile operators have paved the way for an acceleration in RCS deployments by aligning on a single Universal RCS Profile and by *agreeing with* Google to embed an RCS client into the Android operating system used by over 80% of smartphones worldwide, similar to an agreement reached with Microsoft for the Windows platform in 2015" [emphasis added]. It also said Google would provide an open-source version of its Universal Profile client and developer APIs. RCS remained a GSMA open standard, but Google's Android distribution, client and APIs, and Jibe infrastructure made it the principal bridge between the common carrier model and Android.

106. The rollout of the Network 2020 agenda was progressive. In 2014, AT&T and Verizon jointly announced VoLTE interoperability work, and committed to lay a foundation for RCS. In 2015, T-Mobile launched RCS. In 2016, Google, the GSMA, and carriers announced Universal Profile. T-Mobile, AT&T, and Verizon converged on Google Messages as their Android default. For example, on March 29, 2021, T-Mobile announced a multi-year Google collaboration that would make Google Messages its Android default, link its RCS platform with Google's, promote Android and Pixel, and "build a messaging business together." Verizon said it would preload Google Messages and work with Google on RCS business messaging.

107. To be clear, work under the GSMA Network 2020 program was not a matter of Google or Apple dictating to carriers what they should do. On the contrary, the Network 2020 program was driven by carriers, and Google publicly stated on September 30, 2015 that wireless industry leaders had told Google that Android could help with RCS, and Google did take action.

108. On information and belief, carriers have influence with the OS providers and can prevail on them to get what they want. When T-Mobile required an ability to toggle Wi-Fi Calling independently from cellular VoLTE calling, Google changed Android to accommodate T-Mobile: AOSP commit 183af604 (Feb. 2015). Google made cellular-preferred mode the default for Verizon Wi-Fi Calling pursuant as required by Verizon: AOSP commit 1fa44f3 (May 2016). Google also made Verizon's cellular-preferred Wi-Fi Calling setting non-editable by the subscriber: AOSP commit fd4e1d65 (June 2016). Google added a carrier-controlled native call-failure prompt promoting Wi-Fi Calling and enabled it for Verizon: AOSP commits c3e6c93, 0bb4d30, and 201f106 (July 2016). Google made Wi-Fi Calling provisioning depend on VoLTE provisioning: AOSP commits 951233a (Feb. 2017) and 54fd41a (Apr. 2017). And Google disabled preferred-APN use on AT&T Nexus 9 devices because AT&T's activation process required

switching between APNs: AOSP commit 0df2845 (Oct. 2014). These examples are not exhaustive. Google allows carrier apps great latitude in setup through Android's Carrier Configuration system. Apple, too, has built carrier-controlled permissions and configuration into iOS. Apple gave AT&T approval authority over cellular VoIP on its network and redesigned application access around AT&T's network restrictions. Non-carrier telephony apps are not permitted to change Android or iOS native telephony settings, however. Nor do non-carriers have an inside track with Google or Apple. On information and belief, non-carriers do not have the ability to request changes to native Wi-Fi calling; carriers do, but carriers have solicited technological barriers as a protective "moat" around carrier-native telephony.

109. Samsung also forms agreements with carriers regularly. Carriers willingly cooperate because Samsung can build carrier services into a mobile handset. Samsung also is willing because carriers deliver orders, distribution and promotion of Samsung's phones. AT&T worked with Samsung to develop the Propel to AT&T's specifications, made substantial volume commitments, and heavily promoted the device. AT&T Reply Comments 37 (FCC, July 13, 2009). Samsung offered T-Mobile and other carriers full or modular RCS packages tailored to their needs (Samsung News, Feb. 28, 2017). Samsung can customize phones and software deployments.

110. Samsung also coordinates telephony development with carriers in the operator-led GSMA framework, in which carriers direct development. Samsung and AT&T were founding RCS participants. The RCS rules favor carrier and OEM applications, make important access depend on Samsung or carrier approval, and permit carriers to restrict non-native applications. RCC.53 creates unequal access. Carrier and handset-maker apps are "Trusted Applications." Access to sensitive RCS APIs requires authorization through OEM signing, embedding in the system folder, or another solution agreed between the carrier and OEM. On a Samsung phone, the OEM is

Samsung. RCC.55 gives carriers a technical gate. The carrier has ultimate control over API access. It may block individual applications and impose a blanket restriction on non-native RCS applications. Thus, a carrier application can be trusted, embedded, and enabled through an agreement with Samsung. A non-carrier application cannot obtain the same access merely by being downloaded; its access remains subject to authorization and carrier control.

111. The GSMA publicly identified Samsung as supporting Network 2020’s “Green Button Promise”: a Samsung senior vice president appeared at its promotional seminar, and Samsung devices demonstrated native RCS, VoLTE, and Wi-Fi Calling. GSMA, “Mobilising the All-IP Future: Network 2020” at Mobile World Congress 2015 March 2015, p. 2 (“Hear from leading operators and device vendors who are supporting the ‘Green Button Promise’...”). The GSMA prominently features a “Partner Spotlight: Samsung and RCS” which opens with the quote: “We strongly believe that the messaging market should be driven by carriers and OEMs. We feel that it is our duty to support all the activities of the GSMA because it represents the interest of carriers.”—Yunsang Park, Senior Vice President, Samsung (September 10, 2017). Thus, Samsung, as a major platform, explicitly supports the Network 2020 agenda and the “Green Button Promise” which creates native telephony features including messaging and locks them away for carrier use.

112. The Competition and Markets Authority (CMA), the UK’s principal competition and consumer-protection regulator, expressed concern because Samsung is a major gatekeeper for Android phone users. Google paid Samsung heavily for preferred placement, defaults, and promotion, while UK carriers received separate payments to promote Google’s apps and services. Samsung also entered agreements to preinstall MNO apps, although comparable preinstallation was unavailable to most developers. The CMA found that preinstallation, defaults, and device integration can distort consumer choice and weaken competition from downloaded applications.

This evidence supports scrutiny of agreements that give carrier apps preferential access to mobile phones while leaving non-carrier providers dependent on ordinary downloads. (CMA Final Report, 2021, ¶¶4.60-4.64, 4.71, 6.65-6.77; Appendix E, ¶¶58, 63, 66-70, 79.) Report and its extensive appendices linked at: <<https://www.gov.uk/cma-cases/mobile-ecosystems-market-study>>.

F. Express Agreements between the Carriers to Restrain Trade

113. Carrier-carrier agreement and coordination led to the current situation in which key native handset telephony features have been placed under carrier control.

114. Major carriers, including the Defendants in particular, coordinated an industry-wide IP-communications project through the GSMA to counter competition from OTT communication providers, who threatened revenues and customer retention. The carrier control of native telephony features proves the program's success.

115. This is not the first time that GSMA has been used for such a purpose. In the context of another industry investigation, the DOJ pointed to evidence that demonstrated that the GSMA existed for the benefit of mobile network operators (MNOs, i.e., carriers) and said that the GSMA's standards-setting process was flawed and facilitated anti-competitive barriers. U.S. Department of Justice, Antitrust Division, Business Review Letter Concerning GSMA's eSIM Standards Process (Nov. 27, 2019).

116. The DOJ cited earlier private communications of GSMA executives stating that “[o]perators drive our position and we will always support members first.” A senior GSMA executive assured a senior executive of a U.S. operator that “we are merely the vehicle for you, our members to use.” *Id.* at 5. The GSMA acted “as a defender of operator interests rather than a neutral arbiter.” *Id.* Here, the GSMA recognized it was creating a technical standard that was “operator friendly” which led to “business benefits,” not based on what was technically necessary.

Id. The DOJ's concern was the "GSMA's [technical standards] process was deeply flawed and enabled competitors to coordinate anticompetitively" and that "[t]he standard-setting process could be considered an agreement among competitors to limit options available in the market in such a way as to benefit the incumbent operator members by reducing their competitive pressures." Id. at 1-2.

117. The DOJ concluded that operators had stacked the process in their favor to protect incumbents from disruption. Id. 4. Ironically, the GSMA was acting just as its own manual warned: "As a global trade association, work carried out within the GSMA and its members will be viewed by an antitrust regulator as collaboration between competitors, which could constitute an agreement that may hamper competition." GSMA, Compliance Manual, secs. 2.2-2.3, p. 3.

118. Public and confidential communications demonstrate that competing mobile operators used the GSMA to design and implement a common IP-communications program that protected carrier control of core voice and messaging as OTT applications threatened carrier revenues and customer relationships.

119. The Green Button Promise stated the shared commercial objective. GSMA's Network 2020 program supplied the coordination process. Carrier-led groups developed common requirements for native device support, APIs, testing, accreditation, interconnection, and launch. The record supports a plausible inference that this collective program favored carrier-controlled services at the handset's principal calling and messaging interfaces.

120. Carrier and GSMA materials repeatedly describe OTT providers as the competitive threat, causing Vodafone, Telefonica, and Deutsche Telekom (which controls T-Mobile US) to agree to advance a Rich Communications Services (RCS) program reflecting the operators' view that they had a common enemy to battle together.

121. Through the GSMA, a call to action was made: “Collaborative action by operators is vital to build a single global Rich Communications platform [...] to wrest the benefits of [Rich Communications Services] away from [online service providers].” GSMA, “Evaluate RCS Today: Act Now to Implement RCS” (Feb. 10, 2014). If consumers embraced Internet-based options, the GSMA warned, “You will lose them – and not get them back.” *Id.* The solution was the “Network 2020” program. An article titled “The Green Button Promise - A Unique Mobile Operator Advantage in Regaining Customer Relevance” (July 19, 2014), said it “[was] something alternative communication suppliers simply cannot offer.” The Green Button Promise put carrier voice and messaging behind a phone’s familiar native controls.

122. In a GSMA-affiliated February 2015 presentation titled, “Call & Message 2.0: Evolving operator communications for the digital age,” Kobus Smit, simultaneously GSMA Chair of IP Communications and Deutsche Telekom’s Head of Voice and Messaging, set out the carriers’ coordinated response to competition: he blamed OTT applications and operating systems for declining revenues, and declared carrier “voice at risk” from various OTT communication services. Smit stated the plan was to integrate MSISDN-based IP messaging, VoLTE/RCS voice and video, and Wi-Fi calling natively into phones; to monetize communications as a carrier platform while controlling partners’ API access to core services; and to exploit learned customer behavior of using familiar buttons to “retain Telcos as primary communication service provider (not fall-back only)” and “defend ‘Green Buttons’ as service entry points in an IP world.” The presentation thus describes a GSMA-coordinated strategy to counter OTT substitution by preserving carrier control over consumers, native handset entry points, and access to the underlying IP-communications platform. (Slides 1, 3-6, 10-15.) Slide 12 described how Wi-Fi calling connected to carrier networks and allowed “operator calls.” Slide 15 summarized the key ideas:



123. Deutsche Telekom AG’s participation in Network 2020 is directly relevant to T-Mobile US because DT was its controlling stockholder and controlled its board. T-Mobile US also expressly supported the initiative: GSMA presented CTO Neville Ray’s VoLTE and Wi-Fi-calling roadmap as “Leadership” for the Green Button Experience and native IP communications on devices; and the same presentation identifies that AT&T and Verizon were among a select group of “LEADING operators” for rolling out “Network 2020”. David O’Byrne, IP Comm’s Project Director, “GSMA, RCS 5 - The Next Step Towards All-IP Networks,” slides 7, 25 (Oct. 2014). Earlier, the “Network 2020 Programme Kick-Off Webinar” (May 12, 2014) had also featured Deutsche Telecom, Verizon and AT&T among the “leading operators”, and Jerry Shih of AT&T was named as a co-chair of a specification development working group. Id. at 7, 22.

124. The Network 2020 program explicitly said it was coordinating carriers and device makers “to ensure devices and networks have built-in support for the Green Button Promise” and “working with device manufacturers to natively integrate the full IP comms stack in all smartphones ... instead of downloading yet another app,” which necessitated the involvement of

the OS platforms. See: GSMA, “Network 2020 - Delivering on the Green Button Promise” (Dec. 17, 2014), Programme Focus; and GSMA, “All-IP Communication Services Come of Age” (Apr. 9, 2015), GSMA Network 2020 Programme. On information and belief, the GSMA and major carriers had been negotiating with major device OEMs to build client software directly into the phone during the manufacturing process. Delaney, IDC, RCS and Joyn (Dec. 2012), p. 15. The GSMA’s 2016 Annual Report stated that mobile operators set the GSMA’s strategic direction because “collective action can deliver significant benefits to the mobile industry.” The Board included AT&T, Verizon, and Deutsche Telekom (which controlled T-Mobile US).

125. Thus, Network 2020 converted these objectives into a structured program. GSMA documents repeatedly mention a shared carrier understanding and explicit coordination. Numerous GSMA publications discuss native telephony features that must be built into the handsets by default. For example, GSMA, RCC.71, v1.0 (approved Nov. 16, 2016), PDF pp. 6 and 16 (“The focus of requirements is on native device implementations implemented at the OS or device manufacturer level. It is acknowledged that downloadable applications may face limitations that prevent such implementations from fulfilling the complete feature set.”) Standards were created that gave OEMs and carriers full integration but made third-party app access an operator choice. GSMA RCC.62 is telling because it converted the Green Button strategy into a concrete implementation blueprint jointly developed by carriers for handset manufacturers. Crane specified a single native call button for VoLTE and Wi-Fi Calling (WFC), operator control over WFC availability and defaults, and RCS APIs initially reserved for carrier and OEM applications, with third-party access left to carrier discretion and subject to withdrawal—evidence of coordinated efforts to privilege carrier communications at the device level. GSMA, “Recent Developments in

Network 2020 Specifications” (May 21, 2015). Through GSMA consultations, carriers levered technical design to privilege “native” carrier communications over OTT app and VoIP rivals.

126. On information and belief, through the GSMA’s consultations, carriers expressly shared anti-competitive business models with each other, tied to the technological barriers they were erecting in handsets as a protective “moat” for their business. Plaintiff only recently discovered GSMA-hosted analysis that urged, based on GSMA Network 2020 workshops, that the competitive threat from OTT apps could be nullified by a combination of technological barriers combined with profit-generating bundling, where telephony products would “appear free”. Irrera, “Next-Generation Interconnection and Roaming Analysis” (July 2016), PDF pp. 2, n.1; see also 61-62 and nn.97-98. The paper explains the urgent need to tackle the challenge: “Consumer products should be integrated into the handset or operating system by the MNO and ‘appear free’, i.e. as part of a packaged service bundle.” (scare quotes in original). *Id.* The idea is attributed to the outcome of GSMA workshops on the 25th January in Paris, 22nd March in Tampa, Florida and 25th May in Hong Kong. *Id.* 2. The idea is repeated, and the origin of the business model identified: “Through the course of the series of GSMA workshops [. . .] it became clear that such a product and business plan would be key to [. . .] provide funding for network investments into a universal interconnectivity. Further investments into domestic broadband networks will mainly fuel the use of OTT services. Only with a universal interconnectivity the mobile industry will gain reach for services offered by operators.” The paper recognizes, by the use of scare quotes, that the handset-integrated telephony services aren’t actually free; what matters is that they “*appear* free”. Elsewhere, the GSMA affirmed that “[t]o compete effectively with Internet-based communications offerings, most experts believe that mobile operators also need to make IP-communications

services free at the point of use...,” leading to “substantial financial benefits” for the operator. GSMA, *The Future of Mobile Communications* (June 2016), PDF pp. 12 and 14.

127. Such materials, together with the parallel carrier-specific implementation alleged above, support VoIP-Pal’s allegation that the Carrier Defendants used operator processes and bilateral platform and device relationships not only to maintain the carrier-affiliation condition in mobile handsets, but also to mis-ascribe a nominal “free” value to native Wi-Fi Calling functionality. The “free” bundling of Wi-Fi Calling with cellular plans is a coordinated strategy by GSMA members to reserve native handset integration for carrier telephony and to preserve the carrier subscription as the customer’s primary line. By tying native WFC to cellular plans, carriers foreclosed low-cost Wi-Fi-primary rivals, reduced their own network costs through broadband offload, and marketed WFC as “free” despite investing heavily to embed it in handsets.

128. Evidence from many other GSMA initiatives, such as the One Voice Initiative and HD Voice, shows carriers use the GSMA to coordinate market action, raising antitrust concerns (as the DOJ eSIM case showed). AT&T and Verizon provide a concrete example of carrier coordination via the GSMA. In 2014, they agreed to interconnect VoLTE and lay the foundation for interoperable RCS through joint requirements and testing. Three weeks later, the GSMA praised their cooperation as advancing its Network 2020 program. See AT&T and Verizon, joint VoLTE interoperability announcement (Nov. 3, 2014); GSMA, “AT&T and Verizon Wireless get themselves connected” (Nov. 24, 2014). The action and even the timing of the GSMA’s and joint carriers’ press releases show strikingly premeditated, coordinated action. Plaintiff plausibly alleges the Defendants used the GSMA as a vehicle for agreement and coordination with each other and with Platforms, to implement anti-competitive technological barriers that injured the Plaintiff and similarly situated non-carrier telephony providers and consumers.

G. Carriers Continue to Implement New and Ongoing Restricted Protocols.

129. The carrier-affiliation condition continues to be implemented on newly-introduced smartphones.

130. AT&T implemented an updated “Services Capabilities for you Unlocked Device” list in March 2022, identifying model-by-model which unlocked smartphones were enabled for AT&T network services including HD Voice and Wi-Fi calling.

131. The list included then-current 2022 device generations and identified devices requiring software updates to enable carrier services. Later in November 2022, AT&T updated its approved-device list to include the newly released Google Pixel 7. AT&T’s Google Pixel 7 support materials condition Wi-Fi calling on a qualifying AT&T account.

132. When the Google Pixel 7 was released, T-Mobile and Verizon likewise published device-specific materials providing native Wi-Fi calling instructions for that generation within their service environments; the material published by both companies describe carrier credentials as a condition for access to the integrated handset telephony functions.

133. For the iPhone 16 generation, AT&T requires a postpaid AT&T wireless account provisioned with HD Voice to use Wi-Fi Calling, while Verizon requires an iPhone to be connected to the Verizon network before Wi-Fi calling can be activated.

134. Likewise, T-Mobile requires an active T-Mobile account and a device supporting T-Mobile Wi-Fi Calling, explaining that the service connects through T-Mobile service and uses the subscribers T-Mobile telephone number.

135. These are just several examples of how the Carriers continue to implement new and ongoing restricted protocols whenever the platform/OEM companies develop and release new technology.

II. VoIP-Pal's Telecommunications Operations and Preparedness for Entry.

A. Operating and Commercial Foundation as a Telecommunications Business.

136. VoIP-Pal's preparedness to enter the market for standalone native Wi-Fi Calling rests on its own telecommunications operations, commercialization activity, business planning, personnel, financing, and strategic acquisitions.

137. VoIP-Pal was incorporated in the state of Nevada in 1997 as All American Casting International, Inc. ("All American"). All American originally manufactured specialty collectible merchandise, and by 2003 it was marketing and distributing Voice-over-Internet Protocol telecom technology. By March 2004, All American was in the development stage of becoming a VoIP reseller, a provider of a proprietary transactional billing platform tailored to the points and air mile business, and a provider of anti-virus applications for smartphones. In 2006, All American changed its name to the current VoIP-Pal.com Inc.

138. Between 2006 and 2013, VoIP-Pal continued developing and operating consumer VoIP services.

139. By 2011, it offered the PointsPhone internet calling service, and engaged Tata Communications, a global telecommunications service provider, to provide wholesale call termination to the public telephone network.

140. In 2012, VoIP-Pal launched PlatinumPhone.com as a retail sales channel for residential and business VoIP telephone services. Customers could purchase airtime and use VoIP-Pal software on personal computers and Android devices. VoIP-Pal's billing system supported customer accounts, credit-card recharge, payment history, call history, and rate information. Digifonica personnel setup their own softswitch for PlatinumPhone and confirmed it worked.

141. VoIP-Pal's fiscal year 2013 annual report described the company, through PlatinumPhone, as "a provider of local and long-distance telephone services" for smartphones, tablets, and other devices. These operations placed VoIP-Pal itself in the role of a telephone-service provider to consumers, rather than solely a technology developer or patent licensor.

142. In June 2013, VoIP-Pal bolstered its business operations through the acquisition of Digifonica International (DIL) Limited ("Digifonica"), which has remained a wholly-owned subsidiary of VoIP-Pal since then.

143. Before the acquisition by VoIP-Pal, Digifonica had developed and operated telecommunications infrastructure through four operating nodes – two in Vancouver, one in London, and one in Denmark. The system included hosted infrastructure, network connectivity, SIP and PSTN interconnection, telephone numbers, routing, rating, billing, subscriber administration, and related telephone-service functions.

144. Smart421, an independent United Kingdom technology consultancy, reviewed Digifonica's telecommunications platform in 2005 and 2006 through document review, on-site inspections, technical walkthroughs, and live calling demonstrations.

145. Smart421 conducted its work on-site at Digifonica's Vancouver offices in June 2005, comprising document review, technical inspection, and live demonstrations of the running system. Its findings were stated in the present tense and described a company already providing a live commercial service, not one that planned to do so someday: "VoIP provision is provided by Digifonica as a wholesale service through a range of reseller arrangements." The report identified "the current live system," with reseller and customer details held in a production database, code that had been "tested in live operation," and a development process that was "now more formal, as expected of a company now responsible for live service provision and maintenance."

146. Smart421’s auditors identified a live, branded reseller deployment—known as “Klondike”—with operational user accounts, confirming that an active white-label deployment was already serving customers. Smart421 validated the platform as “a very functional system [that was] operational,” with “very well written” code that had been “tested in live operation.”

147. Smart421’s review was expressly technical rather than an assessment of commercial viability, marketability, or patentability. It conducted a multi-phase technical audit of Digifonica’s routing system, including a review of original code repositories, technical walkthroughs of deployed routing logic, interviews with key engineering personnel and founding architects, and verification of dynamic DID mapping, on-net/off-net classification, and real-time SIP generation. While further development was anticipated, core functionality was in operation.

148. Likewise, Digifonica’s contemporaneous “Next Generation Networks” technology overview confirms that the platform was architected to be transport-agnostic and, specifically, to operate over Wi-Fi. The overview expressly identifies “Wifi 2400Mhz Radio” as a supported transport-layer technology and lists “Wifi/WiMAX” as a typical underlying network. By design, the system “does not ... demand any specific layer 2/3 technology implementation” and was built to “provide full roaming capability where we do not specify nor care how the terminal connects to the Internet.” Digifonica’s live service was thus architecturally designed to carry calls over Wi-Fi as a named, designed-for transport layer, not merely as a theoretical possibility. Digifonica’s mobile-gateway patent (US 8,630,234) describes using Wi-Fi to place calls. Digifonica also invented and VoIP-Pal acquired a patent (US 8,675,566) related to “uninterrupted transmission” during endpoint changes, designed to transfer calls between Wi-Fi and cellular networks.

149. Digifonica thereafter entered into an executed written agreement with Nokia Corporation entitled “Agreement on VoIP Settings Plug-in” in January 2008. Nokia and Digifonica

agreed to cooperate so specified Nokia mobile devices could provide end-user access to Digifonica's VoIP service through a VoIP settings plug-in. The Nokia agreement required Digifonica to provide the VoIP settings, plug-in, related specifications, ongoing service, customer support, regulatory and emergency-calling compliance, updated configuration information, and joint testing with Nokia. Nokia could distribute the plug-in through its devices, catalogues, downloads, and websites. The Commercial Appendix to the agreement provided Nokia a 25% share of defined net revenue generated through Nokia products and identified "JustCallMe" as Digifonica's VoIP service and plug-in branding. Pursuant to that agreement, Digifonica offered JustCallMe at £5.99 per month for supported Nokia Wi-Fi handsets.

150. By late 2006, Digifonica raised approximately \$5,800,000 through multiple financing rounds, built and developed a proprietary internet telephone platform, staffed a substantial engineering and operating organization, entered multiple partner contracts, launched at least one commercial platform, completed additional partner pilots, and underwent independent technical review. Digifonica's development organization included over a dozen professionals, among them three Ph.D.-qualified engineers.

151. Digifonica also developed commercial distribution channels through other telecommunications and technology companies.

152. Northern Avcom Ltd., a telecommunications equipment supplier in Canada, became a live partner using Digifonica's platform and operated under a white-label model through which Digifonica supplied telecommunications infrastructure, subscriber-management functions, billing, support, and related service capabilities, while the partner marketed under its own brand.

153. Dangaard Telecom, a Danish consumer electronics company, entered into an arrangement to evaluate Digifonica VoIP services for later rollout through its reseller network.

154. Throughout its operating history, Digifonica operated production billing infrastructure with three-tier revenue-share logic—subscriber charge, reseller charge, and operator charge—with live account balance-updates reflecting concrete commercial economics. Digifonica developed consumer pricing for the service at approximately \$6.50 per month for a single line and \$20 per month for a family plan. Digifonica’s operating reports recorded various enterprise or reseller agreements, funded and used accounts, including Golden, Greenfone, WD3Tel and others.

155. In 2014, after completing the acquisition of Digifonica, VoIP-Pal published its “One Number-One World” plan describing operation of a virtual internet telephone network with partners, addressing subscriber acquisition, operations, infrastructure, pricing, interconnection, regulatory compliance, and financing.

156. VoIP-Pal’s contemporaneous corporate planning confirms its objective to operate a telecommunications business. On June 18, 2014, VoIP-Pal’s board of directors discussed bringing investors into the company to pursue its goal “to become its own Telco.” The minutes separately identified acquisition, joint venture, partnership, funding, and licensing as other possible commercial alternatives.

157. VoIP-Pal thereafter completed a detailed operating business plan stating that it would “‘BUILD AND OPERATE’ VoIP telecommunications networks.” The plan addressed telecommunications infrastructure, acquisition of subscriber networks, staffing, pricing, revenues, and working capital.

158. A January 27, 2015 business development communication recorded that Southbank Capital, an Australian investment advisory firm, was presenting VoIP-Pal as three distinct opportunities: (1) technology to own and operate a worldwide OTT telephone system generating

revenue in its own right; (2) revenue from patent enforcement; and (3) value creation from operational business.

159. VoIP-Pal's planning also contemplated staged customer acquisition. In July 2014, Gavin McMillan rejected an earlier assumption of a "100% take-up rate in year one" and rebuilt the forecast around a twelve-month subscriber-acquisition progression in which costs preceded corresponding revenues, describing the revised approach as "more akin to the real world."

160. The record in *VoIP-Pal v. Apple, et al.*, case no. 25-cv-01843-RDM sets forth more detail on VoIP-Pa's commercialization efforts at Dkt. No. 33-1, Exhibit 1, incorporated herein.

B. Commercial Outreach to Other Telecommunications Companies.

161. In 2014, VoIP-Pal approached Samsung concerning implementation and commercialization of VoIP-Pal's telecommunications technology and systems in a Samsung-facing telephone service. VoIP-Pal presented technology, software applications, operating concepts, and an internet-based telecommunications system designed to interoperate with existing telephone networks.

162. In November 2014, Samsung Mobile President J.K. Shin referred VoIP-Pal's proposal and supporting paper to Dongjin Koh, Head of Technology Strategy at Samsung Mobile. Koh stated that the proposal "appears to be interesting." Koh requested additional information, advised that Samsung was willing to proceed through a confidentiality agreement, and expressed interest in exploring a "potential business relationship."

163. Samsung transmitted a proposed NDA, designated senior personnel to participate, received additional VoIP-Pal technology and implementation materials, and continued reviewing them. VoIP-Pal described a "Worldwide Cloud based OTT network" operating "seamlessly with the world telecommunication network," and its contemporaneous paper "Virtual Telephony From

the Cloud” described call control, routing, rating and billing, interconnection, lawful intercept, emergency-assistance functionality, mobile gateways, and mobility over Wi-Fi and other packet-based networks. VoIP-Pal’s proposal offered engineering expertise and implementation assistance, akin to earlier Digifonica system implementation proposals to Cable & Wireless and RIM. VoIP-Pal had retained access to former Digifonica engineers, inventors and employees as consultants.

164. VoIP-Pal separately pursued Apple in 2014 concerning its telecommunications platform and a potential Apple-related implementation or commercial relationship. On May 13, 2014, VoIP-Pal chairman and chief executive officer Thomas Sawyer transmitted the Apple-specific presentation “Apple ‘One Number One World’ Telephony from VoIP-Pal systems” together with information concerning VoIP-Pal’s operating telecommunications platform and geographically distributed nodes in Vancouver, London, and Denmark.

165. Apple confirmed receipt and continued reviewing VoIP-Pal’s materials, referred VoIP-Pal internally to Jeffrey Lasker, legal counsel for IP transactions, participated in a July 14 discussion, and received VoIP-Pal’s operating telecommunications business plan and additional technical materials.

166. On July 17, 2014, Lasker advised VoIP-Pal: “If you are asking Apple to consider your company’s ideas or to collaborate in some way, we cannot do so.” He immediately explained: “Apple has a stated policy of not accepting, reviewing, or considering outside submissions of product ideas for any purpose.”

167. On September 24, 2014, Lasker repeated Apple’s position: “As I have informed you previously, if you are asking Apple to consider your company’s ideas or to collaborate in some way, we cannot do so.”

168. Apple's correspondence distinguished its review of VoIP-Pal's patent materials from VoIP-Pal's separate efforts to obtain consideration of its telecommunications ideas and a potential commercial or collaborative relationship.

169. VoIP-Pal's "One Number One World" proposal contemplated incorporating VoIP functionality into Apple smartphones.

170. In 2016, VoIP-Pal pursued a business relationship with Google concerning its telecommunications technology, proceeded toward an NDA following discussions, and continued technical communications thereafter.

171. VoIP-Pal also approached SoftBank and Sprint, including a technical review conducted through Hitachi in 2016.

172. VoIP-Pal continued retaining third-party consultants through at least 2020 to pursue commercial engagement with telecommunications and technology industry participants. In 2024, a business plan was developed for a low-cost Wi-Fi calling product and also consulted a former Digifonica inventor to design a new system to interwork with current devices and networks. VoIP-Pal wishes to commercialize the new system including operation of a subscriber network.

C. Experienced Management and Financing.

173. VoIP-Pal's board of directors and management over the years have included executives with substantial telecommunications operating experience.

174. Thomas Sawyer formerly served as chairman and chief executive officer of NACT Telecommunications.

175. Colin Tucker was a founding director of Orange plc, and later chief executive officer of Hutchison 3G, with experience in network deployment, financing, handset integration, distribution, and commercial launch.

176. Professor Edwin Candy served as Group Technology Director of Hutchison 3G and participated directly in VoIP-Pal's operating plan and handset implementation efforts.

177. Digifonica co-founder Emil Malak became VoIP-Pal's chief executive officer and joined its Board in October 2014.

178. VoIP-Pal repeatedly obtained equity, warrant, option, convertible-debt, and other financing after acquiring Digifonica. The company's ability to obtain capital continued through 2025 and 2026, when VoIP-Pal secured additional third-party financing commitments in connection with commercialization activity.

179. In June 2025, VoIP-Pal entered into a binding \$1,000,000 third-party financing arrangement; the arrangement was expanded to \$2,000,000 in November 2025 and \$2,500,000 in March 2026.

180. Through August 17, 2026, approximately \$950,000 had been funded, with approximately \$1,550,000 remaining committed under the arrangement, subject to its terms.

D. VoIP-Pal's Preparedness is Overarching and Complete.

181. VoIP-Pal's preparedness rests on its historical operating experience, access to capital, prior commercialization activity, and current prospective commercialization plans.

182. The company's own consumer telephone-service operations, wholesale-carrier interconnection, subscriber management and billing, operating business plan, handset-facing implementation efforts, experienced telecommunications management, continuing technical activity, and access to finance demonstrate concrete preparedness to compete as a direct telephone-service provider.

183. VoIP-Pal has experience obtaining or using ordinary telecommunications inputs, including telephone numbering, PSTN origination and termination, interconnection, hosting,

routing, billing, subscriber management, and related network services, without constructing a nationwide cellular radio-access network.

184. VoIP-Pal is prepared to supply standalone native Wi-Fi Calling directly to its own subscribers, acquire and serve those subscribers, maintain the customer relationship, bill for the service, receive the revenues from its sales, and bear the costs of providing the service.

185. Materially equivalent native handset treatment remains the missing input in VoIP-Pal's business.

186. If the challenged native-treatment barrier is removed, VoIP-Pal is ready to commercialize standalone native Wi-Fi Calling through staged entry and realistic subscriber acquisition.

III. VoIP-Pal has suffered antitrust injury in the Wi-Fi calling market.

187. Section II sets forth VoIP-Pal's preparedness, including its direct experience in the relevant market space.

188. VoIP-Pal continues to have the technology, financing, and human resources needed to bring native Wi-Fi Calling services to market, but is continuously foreclosed from business by the Defendants' exclusionary conduct.

189. VoIP-Pal was directly foreclosed from providing native Wi-Fi calling as an independent telephone service, despite being fully prepared to implement its business plan, because it could not access an ordinary commercial process through which an independent provider could obtain the separate Carrier and platform recognition needed for its subscriber lines to receive materially equivalent native Wi-Fi Calling treatment.

190. As described in Section I above, each Carrier's eligibility, entitlement, provisioning, authorization, activation, configuration, and qualifying-service conditions prevented

or materially impeded VoIP-Pal from competing for standalone native Wi-Fi Calling sales affected by that Carrier's condition.

191. Corresponding platform/OEM functionality does not break that causal connection. Apple or Google cannot create the applicable Carrier's subscriber relationship or substitute its own authorization for the Carrier's subscriber state. The native handset functionality instead recognizes and acts upon the applicable Carrier-specific authorization and configuration.

192. VoIP-Pal would itself have sold the competing standalone service, acquired and served its own subscribers, maintained the customer relationships, received the revenues, and borne the costs, but for the Carrier's conduct. The competitive opportunity foreclosed was VoIP-Pal's own opportunity to compete for consumers; the consumers' lost choice and VoIP-Pal's lost sale arose from the same foreclosed transaction.

193. To put it another way, the injury is not based on the Carrier's possession of substantial subscriber relationships, lawful technical requirements, refusal to purchase or license VoIP-Pal's patents, or refusal to provide ordinary telecommunications inputs available elsewhere. The injury is the loss of VoIP-Pal's opportunity to enter and make competing telephone-service sales because materially equivalent native handset treatment remained unavailable through the challenged Carrier-specific conditions.

194. On account of this foreclosure, VoIP-Pal suffered injuries to its business and property in the form of lost sales, diminution of business value, and lost profits.

195. VoIP-Pal has also been excluded by direct efforts to impair its operations through legal proceedings initiated by the Defendants, including *inter partes* reviews conducted before the United States Patent and Trademark Office ("USPTO"), as summarized in the following table:

PTAB Case No.	Petitioner	Filed	Disposition Date	Disposition
U.S. Patent No. 8,542,815				
IPR2016-01082	Unified Patents Inc. ¹	05/24/2016	11/18/2016	Institution denied
IPR2016-01201	Apple Inc.	06/15/2016	11/20/2017	Final written decision — claims not shown unpatentable (instituted 11/21/2016)
IPR2017-01399	Apple Inc.	05/09/2017	11/20/2017	Institution denied
IPR2017-01382	AT&T Services, Inc.	05/08/2017	11/20/2017	Institution denied
U.S. Patent No. 9,179,005				
IPR2016-01198	Apple Inc.	06/15/2016	11/20/2017	Final written decision — claims not shown unpatentable (instituted 11/21/2016)
IPR2017-01398	Apple Inc.	05/09/2017	11/20/2017	Institution denied
IPR2017-01384	AT&T Services, Inc.	05/08/2017	11/20/2017	Institution denied
IPR2017-01383	AT&T Services, Inc.	05/08/2017	11/20/2017	Institution denied
U.S. Patent No. 8,630,234				
IPR2022-01072	Google LLC	06/03/2022	12/19/2022	Institution denied
IPR2022-01073	Google LLC	06/03/2022	12/19/2022	Institution denied
IPR2022-01178	T-Mobile USA, Inc., et al.	06/27/2022	12/22/2022	Institution denied; joinder denied
IPR2022-01179	T-Mobile USA, Inc., et al.	06/27/2022	12/22/2022	Institution denied; joinder denied
IPR2022-01231	Meta Platforms, Inc.	06/30/2022	07/28/2023	Terminated by settlement after institution (instituted 01/31/2023)
IPR2022-01232	Meta Platforms, Inc.	06/30/2022	07/28/2023	Terminated by settlement after institution (instituted 01/31/2023)
IPR2022-01390	Samsung Electronics Co.	08/23/2022	07/28/2023	Terminated by settlement after institution (instituted 03/16/2023; joined to IPR2022-01231)
IPR2022-01391	Samsung Electronics Co.	08/23/2022	07/28/2023	Terminated by settlement after institution (instituted 03/16/2023; joined to IPR2022-01232)
IPR2023-00638	T-Mobile USA, Inc.	02/28/2023	07/28/2023	Institution denied; joinder denied
IPR2023-00639	T-Mobile USA, Inc.	02/28/2023	07/28/2023	Institution denied; joinder denied
IPR2023-00647	Google LLC	02/28/2023	06/15/2023	Terminated by settlement before institution
IPR2023-00648	Google LLC	02/28/2023	06/15/2023	Terminated by settlement before institution
U.S. Patent No. 10,880,721				
IPR2022-01074	Google LLC	06/03/2022	12/19/2022	Institution denied
IPR2022-01075	Google LLC	06/03/2022	12/19/2022	Institution denied
IPR2022-01180	T-Mobile USA, Inc., et al.	06/27/2022	12/22/2022	Institution denied; joinder denied
IPR2022-01181	T-Mobile USA, Inc., et al.	06/27/2022	12/22/2022	Institution denied; joinder denied

¹ On information and belief, Unified Patents is a patent defense organization whose founding members in 2013 included Google (who was a member until about 2021), and in which Apple and Verizon remain paid members.

PTAB Case No.	Petitioner	Filed	Disposition Date	Disposition
IPR2022-01234	Meta Platforms, Inc.	06/30/2022	07/28/2023	Terminated by settlement after institution (instituted 01/31/2023)
IPR2022-01235	Meta Platforms, Inc.	06/30/2022	07/28/2023	Terminated by settlement after institution (instituted 01/31/2023)
IPR2022-01392	Samsung Electronics Co.	08/23/2022	07/28/2023	Terminated by settlement after institution (instituted 03/16/2023; joined to IPR2022-01234)
IPR2022-01393	Samsung Electronics Co.	08/23/2022	07/28/2023	Terminated by settlement after institution (instituted 03/16/2023; joined to IPR2022-01235)
IPR2023-00640	T-Mobile USA, Inc.	02/28/2023	07/28/2023	Institution denied; joinder denied
IPR2023-00641	T-Mobile USA, Inc.	02/28/2023	07/28/2023	Institution denied; joinder denied
IPR2023-00649	Google LLC	02/28/2023	06/15/2023	Terminated by settlement before institution
IPR2023-00650	Google LLC	02/28/2023	06/15/2023	Terminated by settlement before institution
U.S. Patent No. 9,537,762				
IPR2019-01003	Apple Inc.	05/13/2019	11/12/2019	Institution denied
U.S. Patent No. 9,813,330				
IPR2019-01006	Apple Inc.	05/13/2019	11/12/2019	Institution denied
U.S. Patent No. 9,826,002				
IPR2019-01008	Apple Inc.	05/13/2019	11/12/2019	Institution denied
U.S. Patent No. 9,948,549				
IPR2019-01009	Apple Inc.	05/13/2019	11/12/2019	Institution denied

Table 1 – *inter partes* reviews initiated by Defendants.

196. VoIP-Pal prevailed in every one of the legal proceedings listed in Table 1.

197. Despite its consistent victories, VoIP-Pal has been materially injured by the time and expense of these proceedings; it incurred approximately \$10,000,000 in attorney and consultant fees defending against these legal proceedings brought by the Defendants and the platform companies.

198. In addition, Verizon brought the following *ex parte* re-examinations currently pending before the USPTO:

Control No.	Filed	Patent	Requester	Status
90/019,317	12/01/2023	8,630,234	Cellco Partnership d/b/a Verizon Wireless	Pending — Notice of Intent to Issue Reexamination Certificate mailed 7/22/2026; all 40 original claims under reexamination confirmed patentable
90/019,318	01/04/2024	10,880,721	Cellco Partnership d/b/a Verizon Wireless	Pending — Final Office Action of 2/26/2026 confirmed all 141 original claims patentable over the cited art

Table 2 – *ex parte* re-examinations initiated by Defendants.

199. Upon information and belief, the Defendants coordinated with each other, and with the other petitioners, in bringing these legal proceedings to exclude and financially exhaust VoIP-Pal from bringing its standalone native Wi-Fi Calling services to market.

200. Company books and records establish VoIP-Pal's financial losses.

201. During the period fiscal year 2014 through fiscal year 2025, VoIP-Pal has recognized a net loss of \$75,050,246, including \$19,064,176 in cash expenditures.

202. VoIP-Pal is publicly traded, and its diminution of business value as measured by loss of market capitalization is approximately \$230,000,000 from July 2014 to present.

203. The company books and records, including the historical records of both VoIP-Pal and Digifonica's performance as a service provider, also establish the operating costs for providing standalone native Wi-Fi calling services, and the basis for estimating lost profit type damages.

204. The amount of VoIP-Pal's damages will be determined through qualified damages-expert analysis using contemporaneous evidence, evidence obtained in discovery, and accepted economic methodology. The analysis will determine a realistic commencement date, attainable customer base, staged subscriber acquisition and retention, supportably revenue per subscriber, the recoverable damages period, and the ordinary incremental costs VoIP-Pal would have incurred.

COUNT I
(Sherman Act Section 1 Tying)

205. All of the foregoing paragraphs of this Third Amended Complaint are hereby incorporated by reference into this Count I as if fully restated herein.

206. Defendants and those colluding with them engaged in a continuing contract, combination, and conspiracy to put unreasonable restraints on trade of Wi-Fi calling over system-integrated consumer telephone service.

207. The contract, combination, or conspiracy resulted in an agreement, understanding, or concerted action between and among the Defendants and those colluding with them to price and market the provision of Wi-Fi calling in a bundle with cellular calling services for “free” or at “no additional charge.”

208. In this bundle, the tying product is retail cellular calling-and-texting service, and the tied product is standalone Wi-Fi-Primary Calling telephone service that consumers might have preferred to purchase elsewhere on different terms, e.g. without a conventional cellular bundle.

209. The illegal combination and conspiracy alleged herein had the following effects, among others:

- a. To exclude other competitors from the market; and
- b. To fix, raise, maintain, and/or stabilize Wi-Fi calling prices at artificially high and non-competitive levels.

210. This contract, combination, or conspiracy constitutes a *per se* violation of Section 1 of the Sherman Act.

211. Alternatively, even if the bundle is not unlawful *per se*, it unreasonably restrains competition by suppressing independent Wi-Fi-Primary service, reducing consumer choice, and foreclosing materially equivalent lower-cost alternatives.

212. As a direct and proximate result of this violation of Section 1 of the Sherman Act, VoIP-Pal has suffered and continues to suffer injuries to its business and property in that it has been and is currently excluded and foreclosed from bringing parity-grade competing telephone services to market, was and is currently deprived of access to certain customers and the ability to sell its Wi-Fi calling services in the United States, and has suffered and continues to suffer other damages and injuries as described in this complaint.

213. Plaintiff further seek equitable relief requiring each Carrier Defendant to remove contractual, technical, and billing restrictions that compel either its retail offerings or hosted MVNO offerings to bundle Wi-Fi calling with cellular service or to meter, price, or account for Wi-Fi and cellular usage identically. Plaintiff will suffer irreparable injury and loss of their business and property, for which there is no adequate remedy at law, unless the Court enjoins the Defendants from their unlawful conduct and continuing violations of the antitrust laws.

COUNT II
(Sherman Act Section 1 Restraint of Trade)

214. All of the foregoing paragraphs of this Third Amended Complaint are hereby incorporated by reference into this Count II as if fully restated herein.

215. Defendants and those acting in concert with them engaged in a continuing contract, combination, and conspiracy that unreasonably restrained trade in Wi-Fi calling over native, system-integrated Wi-Fi Calling service.

216. The contract, combination, or conspiracy resulted in an agreement, understanding, or concerted action between and among the Defendants and those acting in concert with them to condition the provision of Wi-Fi calling on carrier-affiliation and authorizations to access native telephony functions on essentially every smartphone in the United States.

217. The illegal combination and conspiracy alleged herein had the following effects, among others:

- c. To exclude independent competitors from the relevant market; and
- d. To suppress independent, lower-cost Wi-Fi-Primary service and reduce consumer choice.

218. This contract, combination, or conspiracy constitutes an unreasonable restraint of trade under the rule of reason, in violation of Section 1 of the Sherman Act.

219. As a direct and proximate a result of this violation of Section 1 of the Sherman Act, VoIP-Pal has suffered and continues to suffer injuries to its business and property in that it has been and is currently excluded and foreclosed from bringing competing telephone services to market, has been and is currently deprived of access to certain customers and the ability to sell its Wi-Fi calling services in the United States, and has suffered and continues to suffer other damages and injuries as described in this complaint.

220. Plaintiff further seeks equitable relief in the form of an injunction prohibiting the Defendants from implementing, participating, or enabling a carrier-affiliation condition over access to native telephony, and prohibiting Defendants from bundling Wi-Fi calling with cellular service while marketing Wi-Fi calling as “free.” Plaintiff will suffer irreparable injury and loss of their business and property, for which there is no adequate remedy at law, unless the Court enjoins the Defendants from their unlawful conduct and continuing violations of the antitrust laws.

COUNT III
(Sherman Act Section 2 Monopolization)

221. All of the foregoing paragraphs of this Third Amended Complaint are hereby incorporated by reference into this Count III as if fully restated herein.

222. Each Defendant has monopolized its carrier-specific subscriber aftermarket for native, system-integrated Wi-Fi-Primary Calling service, and Defendants have conspired among themselves to monopolize those markets through anticompetitive and exclusionary practices.

223. Each Carrier Defendant possessed and willfully maintained monopoly power in its own subscriber aftermarket by implementing a carrier-affiliation condition over access to native, system-integrated Wi-Fi-Primary Calling service.

224. Defendants agreed, with specific intent to monopolize those aftermarkets, to implement the carrier-affiliation carrier-affiliation condition, and to bundle Wi-Fi Calling with cellular calling while marketing Wi-Fi Calling as “free” and “no additional charge.”

225. This conduct violates Section 2 of the Sherman Act.

226. As a direct and proximate result of these violations of Section 2 of the Sherman Act, VoIP-Pal has suffered and continues to suffer injuries to its business and property in that it has been and is currently excluded and foreclosed from bringing competing telephone services to market, has been and is currently deprived of access to certain customers and the ability to sell its Wi-Fi calling services in the United States, and has suffered and continues to suffer other damages and injuries as described in this complaint.

227. Plaintiff further seeks equitable relief in the form of an injunction prohibiting the Defendants from implementing, participating, or enabling a carrier-affiliation condition over access to native telephony. Plaintiff will suffer irreparable injury and loss of its business and property, for which there is no adequate remedy at law, unless the Court enjoins the Defendants from their unlawful conduct and continuing violations of the antitrust laws.

COUNT IV
(Sherman Act Section 2 Predatory Pricing)

228. All of the foregoing paragraphs of this Third Amended Complaint are hereby incorporated by reference into this Count IV as if fully restated herein.

229. Each Defendants has engaged in predatory pricing by pricing Wi-Fi Calling at \$0, below the positive incremental cost of providing it, and marketed it as “free” to preclude competition.

230. Upon information and belief, the express purpose of this underpricing and marketing scheme was to exclude competition, maintain their respective subscriber relationships, and protect their profits.

231. Defendants recoup their investment in below-cost Wi-Fi Calling, after foreclosing standalone competitors, through supracompetitive charges for cellular bundles sold to locked-in subscribers.

232. Through maintaining their exclusionary conduct, Defendants are also able to continue charging consumers supracompetitive monthly fees for bundled services sufficient to recover their below-cost investment, creating a dangerous probability of recoupment.

233. Each Defendant possesses monopoly power in its Carrier-specific aftermarket. Defendants’ predatory below-cost pricing caused VoIP-Pal to lose sales it otherwise would have made and foreclosed it from competing in those aftermarkets.

234. As a direct and proximate result of these violations of Section 2 of the Sherman Act, VoIP-Pal has suffered and continues to suffer injuries to its business and property in that it has been and is currently excluded and foreclosed from bringing competing telephone services to market, has been and is currently deprived of access to certain customers and the ability to sell its Wi-Fi calling services in the United States, and has suffered and continues to suffer other damages and injuries as described in this complaint.

235. Plaintiff further seek equitable relief in the form of an injunction prohibiting the Defendants from continuing the predatory-pricing scheme alleged herein. Plaintiff will suffer irreparable injury and loss of its business and property, for which there is no adequate remedy at law, unless the Court enjoins the Defendants from their unlawful conduct and continuing violations of the antitrust laws.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff VoIP-Pal.com Inc. respectfully asks the Court to enter judgment against Defendants AT&T, Inc., AT&T Services, Inc., AT&T Mobility, LLC, T-Mobile US, Inc., T-Mobile USA, Inc., Verizon Communications, Inc., and Cellco Partnership d/b/a Verizon Wireless, as follows:

- a) money damages in an amount to be determined at trial;
- b) declaratory relief in the form of a declaration that the Defendants have violated Sherman Act sections 1 and 2 as stated in this complaint;
- c) injunctive relief in the form prescribed in the above-plead counts or as determined by the Court;
- d) attorney's fees and court costs;
- e) treble damages and injunctive relief under §§ 4 and 16 of the Clayton Act; and/or
- f) such other relief as the Court may deem necessary or appropriate.

Respectfully submitted,

/s/ Travis Pittman

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Dated and filed: September 4, 2026

JURY TRIAL DEMANDED