

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

|                     |   |                                     |
|---------------------|---|-------------------------------------|
| VOIP-PAL.COM INC    | ) |                                     |
| <i>Plaintiff,</i>   | ) |                                     |
| v.                  | ) | Civil Action No. 1:25-cv-01843(RDM) |
|                     | ) |                                     |
| APPLE INC., et al., | ) |                                     |
| <i>Defendants.</i>  | ) |                                     |
|                     | ) |                                     |

**PLAINTIFF’S OPPOSITION TO DEFENDANTS’ MOTION FOR EXTENSION OF  
TIME TO ANSWER OR MOVE IN RESPONSE TO THE COMPLAINT**

COMES NOW Plaintiff VoIP-Pal.com, Inc. (“VoIP-Pal”) in opposition to Defendants’ Motion for Extension of Time to Answer or Move in Response to the Complaint, stating:

**INTRODUCTION**

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

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

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

### **BACKGROUND**

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

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

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

### B. This Platform Action Is Distinct From the Carrier Cases

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

- *The Carrier Chokepoint: Carrier conduct* where the Carriers refuse to provision Wi-Fi Calling service unless the consumer purchases bundled cellular voice and text. This is a service-level restriction enforced through carrier billing and provisioning systems.
- *The Platform Chokepoint: Platform conduct* where Android and iOS reserve “native telephony” integration to carrier-privileged pathways (e.g., OS-level control over the primary number, telephony stack, and OS-integrated Wi-Fi Calling and messaging features). Independent VoIP providers are locked out because they lack a carrier “key” (e.g., iOS entitlements, carrier bundles/privileges, private APIs, proprietary configuration and IMS hooks), such that OTT VoIP apps cannot achieve parity with carrier telephony in either features or performance. These restrictions are enforced by platforms, not carriers.

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

### LEGAL STANDARD

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

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

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

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

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

### **ARGUMENT**

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

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

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

#### **I. The Defendants’ Specific Examples of Overlap are Not Point.**

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

- **The alleged tying arrangement between Wi-Fi calling services and carrier services is economically implausible and legally deficient. See AT&T Motion to Dismiss at 11-15. Plaintiff alleges the same tie here, without any additional factual support, and it fails for at least the same reasons. See VoIP-Pal Am. Compl. ¶ 39.**

Plaintiff does not allege the “same tie” and provide extensive factual support regarding how the operating systems (e.g., Android and iOS) and smartphone platforms (e.g., Apple iPhone, Google’s Pixel, and Samsung Galaxy smartphones) reserve “native telephony” integration to carrier-privileged pathways using, for example, OS-level control over the primary number, telephony stack, and OS-integrated Wi-Fi Calling and messaging features. VoIP-Pal Am. Compl. ¶ 120.

The operating systems (e.g., Android and iOS) and smartphone platforms (e.g., Apple iPhone, Google’s Pixel, and Samsung Galaxy smartphones) reserve “native telephony” integration to carrier-privileged pathways using, for example, OS-level control over the primary number,

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

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

- **Plaintiff’s theory of a multi-firm monopoly is not cognizable under Section 2 of the Sherman Act, which requires that a single firm have monopoly power or a dangerous probability of obtaining it to state a claim. See AT&T Motion to Dismiss at 15-17. Plaintiff alleges the same joint monopoly power here, and their claim fails for the same reason. See VoIP-Pal Am. Compl. ¶ 35.**

Section 2 prohibits monopolization and attempts to monopolize by any person or “persons.” Courts recognize liability for a single firm’s monopoly or for coordinated or collective

conduct by multiple firms that achieves monopoly power. This Action alleges specific **platform conduct** by the Platform Defendants that achieves monopoly power separate from the **carrier conduct** alleged in the Carrier Cases. VoIP-Pal Am. Compl. ¶ 114 (“On approximately 97 percent of U.S. **smartphones**, the **operating system** determines whether a service is treated as ‘native’” (emphasis added)). The analysis of Platform Defendant conduct in their market is not the same.

- **Plaintiff failed to adequately allege an agreement as required to state a claim under Section 1 of the Sherman Act, instead alleging only parallel conduct. See AT&T Motion to Dismiss at 17-18. Plaintiff’s complaint here suffers from the same defect. See VoIP-Pal Am. Compl. ¶¶ 22, 141-42.**

This Action alleges specific **platform conduct** by the Platform Defendants that achieves such an agreement, which would be different from the **carrier conduct** alleged in the Carrier Cases. VoIP-Pal Am. Compl. ¶ 147. “Defendants combined and conspired to restrain trade in violation of Section 1 of the Sherman Act by ... implementing exclusive-dealing restrictions **at the operating system and device level.**” (emphasis added).

- **Plaintiff’s claim that defendants violated Section 3 of the Clayton Act fails because that statute only applies to commodities, not services like those at issue in both complaints. See AT&T Motion to Dismiss at 18-19. Plaintiff alleges the same flawed claim here. See VoIP-Pal Am. Compl. ¶ 154.**

Without even needing to touch on the merit of this argument, it is axiomatic that this case involves commodities, and is based on specific allegations of **platform conduct** by the Platform Defendants with **smartphones and operating systems**. VoIP-Pal Am. Compl. ¶ 154 (“[n]ear-total **device base** foreclosed at the native lane.” (emphasis added)).

- **The RICO claims, which are premised on allegedly fraudulent statements about “free” Wi-Fi calling, fail because the complaint failed to allege fraudulent conduct. See AT&T Motion to Dismiss at 22-24. Plaintiff’s claims here are likewise premised on allegations of fraudulent promotion of “free” calling without any additional factual allegations. See VoIP-Pal Compl. ¶ 131.**

This is a straightforward misrepresentation of the case against the Platform Defendants. The Platform Defendants functioning as an enterprise-in-fact for the purpose of carrying out the alleged illegal activities “by designing, shipping, or enforcing gating mechanisms” in their **operating systems and smartphones** that foreclose access to native telephony by independent VoIP providers. VoIP-Pal Am. Compl. ¶ 134. The Platform Defendants also transmitted uniform half-truth messaging concealing these gating mechanisms and their use in the bundle conditions of wireless carriers. VoIP-Pal Am. Compl. ¶ 134. These allegations have nothing to do with free calling.

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

The Platform Defendants fail to articulate good cause due to a concrete impediment preventing timely filing in this Action. *First*, the Platform Defendants will have had 116 days to prepare by the already agreed upon deadline of January 16, 2026—far longer than the standard period. *Second*, the Platform Defendants identify no specific impediment—no staffing constraints, no document production issues, no scheduling conflicts. *Third*, this is not the first time the Platform Defendants have requested an extension. Even if these cases do raise the same types of claims, that in itself is not good cause for further extension of Court deadlines.

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

### III. Defendants Have Improperly Requested a Stay in this Action

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

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

### **CONCLUSION**

WHEREFORE, Plaintiff VoIP-Pal.com, Inc. respectfully requests that the Court deny the Defendants' Motion for Extension of Time to Answer or Move in Response to the Complaint, and maintain the current deadline for filing responsive pleadings.

Respectfully submitted,

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Dated and filed: December 17, 2025

**CERTIFICATE OF SERVICE**

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

/s/ Travis Pittman  
Travis Pittman