No. 25-1311

In the
Supreme Court of the United States

APPLE INC.,

Petitioner,

v.

EPIC GAMES, INC.,

Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF IN OPPOSITION OF EPIC GAMES, INC.

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QUESTIONS PRESENTED

1. Whether the Ninth Circuit properly held that petitioner violated the text of the Injunction in this case by engaging in conduct that the Injunction clearly proscribed, even if the Injunction did not expressly address the precise manner of petitioner's violation.

2. Whether the Ninth Circuit actually created an "antitrust exception" to *Trump v. CASA, Inc.*, 606 U.S. 831 (2025), or instead simply found that the scope of the Injunction in this case was necessary to provide respondent complete relief.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, Epic Games, Inc. ("Epic") states that it has no parent corporation and that each of Tencent Holdings Limited (SEHK: 700) and the Walt Disney Company (DIS) owns more than 10% of Epic stock.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Rules

Other Authorities

INTRODUCTION

For well over a decade, Apple has been suppressing competition to its in-app payment solution by prohibiting developers from steering their users to cheaper and better alternatives. In 2021, the district court found that conduct unlawful and enjoined Apple from "prohibiting developers" from steering users to third-party payment alternatives outside of their apps, such as through links to the web. Pet. App. 3a-4a, 166a. After the Ninth Circuit affirmed both liability and the resulting Injunction, Apple sought this Court's review, arguing that the Ninth Circuit had wrongly approved a "universal injunction" that was broader than necessary to remedy Epic's injuries. Petition for Writ of Certiorari i, *Apple Inc. v. Epic Games, Inc.*, No. 23-344 (Sept. 28, 2023) ("2023 Petition"). This Court denied the petition without recorded dissent. 144 S. Ct. 681 (2024).

Apple responded with evasion and defiance. It retained its prohibition on certain forms of steering that the Injunction required it to permit. And although it nominally allowed steering through links, it implemented multiple measures intended to prevent those links from ever being used. Among other things, Apple imposed a new commission on steered transactions set so high that Apple knew—and intended—that it would make steering financially infeasible. Apple's plan worked. When called to account, Apple could not identify a single developer that implemented steering. And the district court found that when ordered to explain how it arrived at its commission, Apple "outright lied" about what it had

done, falsely claiming that it had relied on an objective outside study to set its rate when in fact the study was "a sham" that Apple "entirely manufactured" for litigation. Pet. App. 16a, 52a.

After extensive hearings, the district court held Apple in civil contempt, finding that its actions "violated the literal text" as well as the "spirit" of the Injunction. Pet. App. 132a. The court then issued a remedial order that removed the multitude of frictions Apple imposed on steering. *Id.* 159a-160a. The Ninth Circuit affirmed in substantial part. Most relevant here, the court agreed that the "prohibitive effect" of Apple's commission—which ensured that "no rational developer would" engage in steering—violated the text of the Injunction. *Id.* 20a. It disagreed, however, with the district court's complete ban on such commissions and remanded with instructions to reconsider that aspect of the remedy. *See id.* 35a-36a. The court otherwise confirmed that extending the Injunction to all developers was necessary to provide Epic "complete relief" for its injuries, applying the test this Court had recently reaffirmed in *Trump v. CASA, Inc.*, 606 U.S. 831 (2025). *See id.* 45a-47a. The Ninth Circuit subsequently denied rehearing en banc and Apple's request to stay the mandate, with no dissents. *Id.* 168a; C.A. Dkt. 192. Justice Kagan then denied a stay as well, without referring the matter to the full Court. No. 25A1213 (May 6, 2026).

Apple's petition presents two questions, both founded on a mischaracterization of the decisions below, neither warranting review. Contrary to the premise of the first Question Presented, the Ninth Circuit did not find that Apple's commission violated only the "spirit" of the Injunction; the court found that

Apple violated the Injunction's text by imposing a fee on steering set so high as to prohibit the practice. Pet. App. 132a. In any event, the contempt finding was not necessary to the district court's order; Apple admits the court could have prospectively modified the Injunction to ensure its effectiveness even without holding Apple in contempt. *See* Pet. 22.

Nor did the Ninth Circuit create an "antitrust exception" to this Court's decision in *CASA*; it instead expressly applied the "complete relief" test that Apple agrees *CASA* reaffirmed. *See* Pet. App. 45a-47a. Apple's remaining case-specific objections to the application of settled law to the facts of this case do not warrant review, including because they rely in large part on a dispute about the "focus" of a state law. Pet. 29. The petition should be denied.

STATEMENT OF THE CASE

I. Factual Background

A. Apple's Original Illegal Conduct and the 2021 Injunction

Apple requires that all iPhone apps be distributed through its App Store, giving Apple control over app distribution on the iPhone. Apple also requires that in-app purchases of digital goods use Apple's proprietary in-app payment ("IAP") system. For every app sale or in-app digital purchase through IAP, Apple takes a cut—typically 30%—that is "not tied to the value of its intellectual property" or to services it provides developers. Pet. App. 51a. This arrangement allows Apple to extract billions of dollars in "supracompetitive operating margins" from developers who bear the full cost and risk of creating the apps that help make the iPhone valuable to

consumers. *See id.* 51a-52a (quotation marks omitted). To protect those rents, Apple enacted anti-steering rules that prohibited developers from informing their users about alternatives to Apple's IAP or facilitating external sales of digital goods through "buttons, external links, or other calls to action that direct customers to purchasing mechanisms" outside the app. *See* Pet. 6 (quotation marks omitted).

Respondent Epic Games is an app developer (including of the immensely popular game Fortnite), the owner of a competing app store (the Epic Games Store), and a purveyor of a competing payment system that other developers can use to facilitate out-of-app purchases at lower prices than Apple charges. *See* Pet. App. 2a, 62a.

Six years ago, Epic sued Apple over its restrictive policies, asserting violations of the federal Sherman Act and California's Cartwright Act and Unfair Competition Law ("UCL"). *See Epic Games, Inc. v. Apple Inc.* ("*Epic I*"), 559 F. Supp. 3d 898 (N.D. Cal. 2021). After a bench trial, the district court upheld Apple's requirement that developers use Apple's IAP for in-app purchases but held that Apple's anti-steering rules violated the UCL by "'threaten[ing] an incipient violation of an antitrust law' by preventing informed choice among users of the iOS platform." *Id.* at 1055 (quoting *Cel-Tech Commc'ns, Inc. v. L.A. Cellular Tel. Co.*, 20 Cal. 4th 163, 187 (1999)). As a remedy, the district court permanently enjoined Apple from "prohibiting developers from . . . including in their apps and their metadata buttons, external links, or other calls to action that

direct customers to purchasing mechanisms" other than IAP. Pet. App. 166a.

The Ninth Circuit affirmed. *See Epic Games, Inc. v. Apple, Inc.* ("*Apple I*"), 67 F.4th 946 (9th Cir. 2023). Most relevant here, the court rejected Apple's objection that Epic was not entitled to "obtain[] relief for anyone other than Epic."[1] *See id*. at 1002-03. The court acknowledged that under *Califano v. Yamasaki*, 442 U.S. 682, 702 (1979), "injunctive relief must be no 'more burdensome to the defendant than necessary to provide complete relief to the plaintiff.'" *Apple I*, 67 F.4th at 1002. But it concluded that, on the facts of this case, "an injunction limited to Epic's subsidiaries would fail to address the full harm caused by the anti-steering provision." *Id*. at 1003. The court explained that Apple's anti-steering rules injure Epic, as an app developer and as the proprietor of the Epic Games Store, by "(1) increasing the costs of Epic's subsidiaries' apps that are still on the App Store, and (2) preventing other apps' users from becoming would-be Epic Games Store consumers." *Id*. The Injunction was tailored to address both injuries by ensuring that consumers can learn of and switch to cheaper out-of-app payment options. The Injunction would redress Epic's injuries as the parent of app developers by restoring competition that would constrain the supracompetitive commissions those developers have to pay when their users make in-app purchases using Apple's IAP. And it redressed Epic's injuries as the owner of a competing app store by removing

[1] Principal and Response Brief for Apple 109-111, *Apple I*, Nos. 21-16506 & 21-16695 (9th Cir. Mar. 24, 2022), Dkt. 80.

impediments to other developers steering their customers to the Epic Games Store.

Apple petitioned for rehearing en banc but the petition was denied with no judge calling for a vote. *Apple I*, No. 21-16506, Dkts. 224, 246.

Apple then petitioned for certiorari, arguing the Ninth Circuit erred in approving an injunction that extended to "*all* developers of apps on the App Store's United States storefront . . . not just against respondent Epic Games, Inc." 2023 Petition 3. This Court denied the petition. 144 S. Ct. 681 (2024).

B. Apple's Scheme to Violate the Injunction and the Cover Up

At Apple's request, the Injunction was stayed pending appeal. *See* Pet. App. 62a n.4. Apple used those 2+ years to develop a scheme to evade compliance and maintain its illegal profits.

On January 16, 2024, the day the Injunction took effect, Apple replaced the enjoined anti-steering rules with a "Link Entitlement" program that continued to prohibit all steering without Apple's permission and conditioned the right to steer on (1) payment of a new commission intended to make steering financially infeasible and (2) compliance with a variety of restrictions designed to make attempts at steering futile. Pet. App. 4a-7a. Apple's strategy worked as intended: In subsequent contempt hearings, Apple could not identify a single developer that had implemented steering under the new policy. *Id*. 20a.

New Commission on Steering. For as long as the App Store has existed, Apple has permitted users to make purchases on Apple devices on the web, such as a lawnmower on Amazon.com or a subscription to

Netflix on Netflix.com, without claiming any share of that revenue. *See* Pet. App. 3a n.1, 134a. But in response to the Injunction, Apple instituted for the first time a new commission on the purchase of digital goods outside an app if the purchase was facilitated by the steering that the Injunction required Apple to permit.[2]

To ensure that no developer would offer links steering users to the web, Apple "reverse engineer[ed]" a rate that would make the cost of steering exceed the price for using IAP and thereby make "all alternatives to IAP economically non-viable." Pet. App. 136a-137a. Apple determined that "developers' external costs" for processing their own payments would "exceed 3% when utilizing linked-out transactions." *Id.* 82a; *see id*. 75a (estimating the average processing cost would be "significantly higher than . . . 4%"). So Apple set its new commission at 27% to make "every linked-out transaction more expensive to a developer than an IAP transaction at 30% commission." *Id.* 82a.

Apple then hired an economic consulting firm to prepare a presentation to try to retroactively justify the 27% figure on other grounds. Pet. App. 135a, 137a. The district court later found that the analysis was a "made-for-litigation" "sham." *Id*. 135a-138a. The court further found that "Apple employees attempted to mislead the Court by testifying that the decision to impose a commission was grounded in [that] report." *Id*. 86a. And it found another Apple executive "outright lied under oath" in testifying that Apple "had

[2] The commission applied to every purchase made by a user who had clicked on an in-app link within seven days before purchase. Pet. App. 5a n.2.

no idea" what commission it would impose "up until" the day the Injunction took effect. *Id.* 52a, 87a. The court referred the testifying executive and Apple to the U.S. Attorney's Office for possible criminal contempt charges. *Id.* 50a, 52a.

Placement, Design, and Content Restrictions. Apple also imposed restrictions on the placement, design, and content of links to out-of-app purchasing options.

To start, Apple prohibited developers from placing a link "on any page that is part of an in-app flow to merchandise," while acknowledging this to be "the most useful time for a user to know their purchase options." Pet. App. 93a-94a. And although the Injunction required Apple to permit "buttons" as well as "external links," *id.* 166a, Apple limited developers to using what it called a "plain-link-style 'button'" that was not a button at all but was indistinguishable from the separately protected external links, *see id.* 98a; *see also* C.A. Dkt. 60.2 at 34 (only permitted style within red enclosure below):

An Apple executive conceded under oath that he "could think of no other reason to require developers to use a

plain-link-style 'button' other than to stifle competition." Pet. App. 98a.

Although the Injunction required Apple to permit "other calls to action" urging users to take advantage of external purchasing options, Pet. App. 166a, Apple banned all such calls—including a developer's simple mention of where users could find an alternative—by (i) banning any such statement not accompanied by a commission-bearing link and (ii) restricting the specific language developers could use with their links to a handful of Apple-approved templates, *id.* 8a-9a, 92a-99a.

And even when Apple authorized external links, it barred developers from using "dynamic URLs," which transmit user information from the app to the external website. *See* Pet. App. 106a. That ban effectively forced users to re-enter their user identification, passwords, etc., and then navigate to the desired page of a website, before they could make a purchase. *Id*. Apple permits dynamic URLs "for any other purpose" than steering. *Id.* 107a. But Apple knew that prohibiting dynamic URLs would increase the "friction" users encounter when attempting to use outside payment options, and that "[i]ncreased friction decreases competition." *Id.* 106a, 108a.

Apple further increased this friction by displaying a "scare screen" whenever users clicked on steering links. Pet. App. 99a. Apple provides no such warning when developers link to outside sites to sell physical goods like food or ride shares. *Id*. 29a n.7. Apple's design team workshopped the steering scare screens to make them intentionally "scary," and then worked to make them "even worse," with CEO Tim Cook

personally demanding even more dire language. *Id.* 102a-105a.

Internal documents revealed that the purpose of all of these measures was to reach the "tipping point where external links would cease to be advantageous for developers due to friction" so that developers would "lose more on linking out than they would sticking with Apple IAP and the higher commission." *Id.* 99a.

II. Procedural History

When Apple disclosed its new restrictions and fees, Epic moved to enforce the Injunction. Pet. App. 66a. Months of litigation followed, during which Apple continued to charge supracompetitive IAP fees and no developer was able to effectively steer users to alternative platforms. *See id.* 51a-52a. The district court eventually found Apple in contempt, and the Ninth Circuit affirmed.

1. After extensive discovery and lengthy evidentiary hearings, the district court issued an 80-page decision on April 30, 2025, finding that Apple had "violated the literal text" as well as the "spirit" of the Injunction. Pet. App. 132a; *see id.* 129a-141a. At "every step, Apple considered whether its actions would comply, and at every step," the court found, "Apple chose to maintain its anticompetitive revenue stream over compliance." *Id.* 135a. Apple thus "*willfully* chose to ignore the Injunction, *willfully* chose to create and impose another supracompetitive rate and new restrictions, and thus *willfully* violated the injunction." *Id.* 134a-135a.

Apple tried to defend its restrictions as necessary to protect consumer privacy and security, but the district court found those claims "pretextual" and, in

some respects, "outright misrepresentations to the Court." Pet. App. 94a-95a. The court also found that Apple had "hid[den] its decision-making process from the Court," *id.* 70a, including by interposing privilege claims for some 57,000 documents, *id.* 67a. That tactic required the appointment of special masters and led to months of delay before Apple eventually withdrew the majority of its privilege designations and the special masters and magistrate judge rejected others. *See id.* 66a-68a & nn.7-9.

The court then turned to the remedy. Apple argued that the court had no authority to limit Apple's commission *at all* and strategically chose not to propose any lesser commission. Pet. App. 136a-137a & n.65 (citing D. Ct. Dkt. 1324, Apple's Post-Hearing Br. 30); *see* Apple's Post-Hearing Br. 30, 40 (opposing any limit on its new link-out commission solely on the grounds that the district court had no authority under the UCL to impose one and that a zero rate would effect a taking, without proposing any lesser rate). Confronted with Apple's all-or-nothing approach, the district court enjoined Apple from charging any commission on steered purchases. *See* Pet. App. 159a. The court likewise enjoined the remaining practices it had found to be unlawful violations and evasions of the original order. *Id.* 159a-161a.

2. After denying Apple's request for a partial stay pending appeal, the Ninth Circuit affirmed the contempt finding and substantially affirmed the district court's remedial order. *See* Pet. App. 2a, 33a-37a, 48a-49a.

First, the panel held that Apple's 27% commission violated the *text* of the Injunction. Under the Injunction, Apple could not "prohibit" steering, a word

defined as "'[t]o prevent, preclude, or severely hinder.'" Pet. App. 19a (quoting *Prohibit*, Black's Law Dictionary (12th ed. 2024)). Applying that definition, the panel held that "charging a 27% commission ha[d] a prohibitive effect, in violation of the Injunction," because "[o]nce Apple's commission on those transactions was large enough, no rational developer would offer them." *Id.* 20a. "The Injunction prohibits that kind of conduct." *Id.*

Second, the panel held that two of Apple's link design restrictions—the prohibition against real buttons and the limitation to five fixed Apple-approved templates—violated the "letter of the Injunction." Pet. App. 22a. With respect to the three remaining design restrictions, the court "assume[d] arguendo that Apple did not violate the *strict letter* of the Injunction," *id*. (emphasis added), but found that it nonetheless transgressed the Injunction's "implicit command to refrain from action designed to defeat it," *id.* 22a-23a (quoting *NLRB v. Deena Artware, Inc.*, 361 U.S. 398, 413 (1960) (Frankfurter, J., concurring)).

Third, the panel rejected Apple's challenges to the scope of the Injunction. The court acknowledged that the "test 'is whether an injunction will offer complete relief *to the plaintiffs before the court*.'" Pet. App. 45a (quoting *Trump v. CASA, Inc.*, 606 U.S. 831, 861 (2025)). But it "determined that the Injunction is consistent with *CASA*'s underlying principle because its 'scope is tied to Epic's injuries' as a developer and games distributor, not to the other developers' injuries." *Id.* 45a-46a (quoting *Apple I*, 67 F.4th at 1003). The court further "agree[d] with Epic" that "limiting the April 30 Order in the manner proposed by Apple would not facilitate the competition

necessary to grant Epic complete relief." *Id.* 46a; *see also id*. (an injunction limited to Epic "would fail to address the full harm caused by the anti-steering provision").

Fourth, the Ninth Circuit vacated the district court's perpetual commission ban, agreeing with Apple that as written it functioned "more like a punitive criminal contempt sanction than a civil contempt sanction or modification of the Injunction." Pet. App. 30a. The court remanded with instructions to enter "either a purgeable civil contempt sanction or properly tailored modification of the Injunction." *Id.* 34a.

3. Apple sought rehearing and rehearing en banc, but both were denied with no judge calling for a vote. Pet. App. 168a. Apple then sought a stay of the mandate, which the panel initially granted before Epic had responded. C.A. Dkts. 187.1, 188.1. After full briefing on reconsideration, the panel reversed itself and denied the stay, finding that Apple had "not raised a substantial question for review that raises a 'reasonable probability' that four justices will vote in favor of granting certiorari, nor a 'significant possibility of reversal' of [its] decision." C.A. Dkt. 192.1 at 2 (quoting *White v. Florida*, 458 U.S. 1301, 1302 (1982)). Apple then applied to this Court for a stay, which Justice Kagan denied two days later without referring the matter to the full Court. *See* No. 25A1213.

Apple's petition followed.

REASONS FOR DENYING THE PETITION

I. Apple's "Spirit of the Injunction" Question Does Not Warrant Review.

Apple first asks this Court to decide whether "a court may hold a party in civil contempt based on a violation of an injunction's 'spirit' where the injunction is silent as to the conduct upon which contempt is based." Pet. i. This Court previously denied certiorari on that question. *See Sea Shepherd Conserv. Soc'y v. Inst. of Cetacean Rsch.*, 576 U.S. 1005 (2015). There is no basis for a different result here. The question does not even arise in this case. And even if it did, the answer would make no difference to the outcome. Moreover, the decision below is correct and consistent with the decisions of this Court and other circuits. Further review is not warranted.

A. This Case Does Not Present Apple's First Question Presented.

Contrary to Apple's premise, the Ninth Circuit did not hold Apple in contempt on the theory that the text of the Injunction allowed Apple's commission but the spirit of the injunction prohibited it. *See* Pet. 2. Instead, the court found that the commission violated the express terms of the district court's order.

In the section of the opinion reviewing the contempt finding, the panel began with the Injunction's language, noting that under its provisions "Apple could not 'prohibit[] developers from'" steering. Pet. App. 19a (quoting Injunction, *id.* 166a). The Ninth Circuit then explained that "the parties' dispute turns on the meaning of the key word 'prohibit,' which can be interpreted to mean '[t]o prevent, preclude, or

severely hinder.'" *Id*. (quoting *Prohibit*, Black's Law Dictionary (12th ed. 2024)). Turning to the commission, the court explained that it was thus necessary to assess whether Apple's "commission has a prohibitive effect, in violation of the Injunction." *Id.* 20a. The court "agree[d] with the district court that it does." *Id*. It explained that once "Apple's commission on those [linked-out] transactions was large enough, no rational developer would offer them. The Injunction prohibits that kind of conduct." *Id*.

Apple's link-out commission was thus "in violation of the Injunction," not merely its spirit. Pet. App. 20a; *see also id*. 132a (district court finding that "Apple violated the literal text"). The relevant section of the opinion does not even mention the "spirit of the injunction" or the caselaw on that theory of contempt, such as the Ninth Circuit's decision in *Institute of Cetacean Research v. Sea Shepherd Conservation Society*, 774 F.3d 935 (9th Cir. 2014). *See id.* 20a-22a.

Apple stresses that later on, when discussing remedies, the Ninth Circuit noted that the Injunction "does not address commissions at all." Pet. 2 (quoting Pet. App. 34a n.9). But the court was simply observing that the Injunction does not refer to commissions specifically. That does not mean the Injunction "is silent as to the particular conduct animating the contempt allegation." *Contra id*. 3. The Injunction enjoined *all* actions that "prohibit" steering, without limitation. It was "silent" on commissions only in the same sense that an injunction against selling "alcohol" to minors is silent about selling minors beer.[3]

[3] In the footnote Apple cites, the Ninth Circuit addressed the possibility that the district court on remand might "modify

Rather than address the Ninth Circuit's actual reasons for affirming the commission's contempt finding, Apple points to a prior portion of the panel opinion addressing Apple's "methodological challenges" to the district court's reliance "on the Injunction's spirit" in parts of its analysis. Pet. 19; *see* Pet. App. 11a-12a. But that methodological objection addressed only aspects of the contempt order that Apple no longer challenges. Specifically, the Ninth Circuit "assume[d] *arguendo* that Apple did not violate the strict letter of the Injunction" in imposing three design restrictions Apple now barely mentions. *See* Pet. App. 22a-25a (discussing limits on placement of links, inclusion of "scare screens," and ban on dynamic URLs). Apple does not ask this Court to review the Ninth Circuit's affirmance of those findings. *See* Pet. 24 (challenging the Ninth Circuit's ruling that the commission and two *other* design restrictions violate the text). Moreover, all the design restrictions violated the Injunction's spirit *and* text anyway.[4]

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the Injunction to enjoin commissions for linked-out purchases" entirely. *See* Pet. App. 34a n.9. The court supported its observation that "the UCL violation . . . does not require that all commissions and all fees be prohibited" by noting that "the spirit of the Injunction contemplates the prohibitive commissions, and the text of the Injunction does not address commissions at all." *Id.* All that suggests is that neither the text nor the spirit of the Injunction prohibits Apple from charging *some* commission. That is entirely consistent with the Ninth Circuit's independent finding that Apple's commission violated the text of the Injunction by prohibiting steering.

[4] The Ninth Circuit rightly held that although the Injunction expressly requires Apple to permit "buttons" as well as hyperlinks, the only "button" Apple allowed was not a button at all, but was indistinguishable from a hyperlink. *See* Pet. App. 23a; *supra* pp. 8-9. The Ninth Circuit likewise properly held

In the end, Apple grudgingly acknowledges that the Ninth Circuit found that its commission violated the Injunction's textual ban against "prohibit[ing]" steering. *See* Pet. 22. It simply insists the Ninth Circuit's interpretation of the text is wrong. *See id.* That argument reveals the petition for what it really is—a fact-bound objection to a court's construction of one particular injunction. That would not warrant this Court's review even if the objection had merit. But it does not. Apple says the Ninth Circuit overlooked "*what* was prohibited," i.e., banning developers from using "buttons, external links, or other calls to action that direct customers to [external] purchasing mechanisms." *Id*. (quoting Pet. App. 166a). As the Ninth Circuit rightly explained, however, Apple's commission was intentionally designed to make those steering mechanisms prohibitively expensive. Pet. App. 20a.

B. The Decision Below Is Correct.

Apple's other objections to the Ninth Circuit decision have no merit either.

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that Apple violated the text of the Injunction when it prohibited developers from making any call to action other than a handful of approved templates. *See id*. Apple insists this was wrong, but it doesn't say why. *See* Pet. 24. The remaining design restrictions also violated the text of the injunction by effectively prohibiting what the order required Apple to allow. *See* Pet. App. 24a (restrictions on link-out placement had "practical effect" of "prohibit[ing] linked-out purchases"); *id*. ("Apple designed the scare screen to prevent external purchases."); *id*. (limits on dynamic URLs showed that "Apple designed the purchasing experience to make external links as hard to use as possible"); *see also* C.A. Dkt. 124.1, Epic Answering Br. 25-27.

Apple cites this Court's precedents noting that "basic fairness" and Federal Rule of Civil Procedure 65(d) require that "those enjoined receive explicit notice of what conduct is outlawed before being held in civil contempt." Pet. 20 (quoting *Taggart v. Lorenzen*, 587 U.S. 554, 561 (2019) (cleaned up)); *see also id*. 21 (citing Fed. R. Civ. P. 65(d)(1)(B)-(C)). But that does not mean contempt is unavailable when, as here, an injunction restrains conduct in general terms and is only in that sense "silent as to the particular conduct at issue." *Contra id.* 21.

This Court forcefully rejected Apple's theory in *McComb v. Jacksonville Paper Co.*, 336 U.S. 187 (1949). There, a district court had enjoined the defendants from violating provisions of a federal statute. The same court later found that the defendants had engaged in various schemes in violation of the statute, but the court of appeals held they could not be found in contempt because "neither the law nor the injunction specifically referred to or condemned the practices which were found to violate the Act." *Id.* at 191. This Court reversed. "It does not lie in [the defendants'] mouths to say that they have an immunity from civil contempt because the plan or scheme which they adopted was not specifically enjoined," the Court held. *Id*. at 192. Injunctions proscribing conduct in terms of "generality are often necessary to prevent further violations where a proclivity for unlawful conduct has been shown." *Id*. A defendant planning to engage in conduct close to the line can ask the district court "for a modification, clarification or construction of the order." *Id.* But it cannot forgo those options, violate the injunction, and then claim contempt is unavailable because "the

precise arrangement worked out . . . was not specifically enjoined." *Id.* A contrary rule, the Court explained, "would give tremendous impetus to the program of experimentation with disobedience of the law." *Id*.

So too here. The Injunction forbade Apple in general terms from "prohibit[ing]" steering. The plain meaning of the term gave Apple all the notice it was due. If Apple somehow believed the Injunction allowed it to charge a commission designed to make steering financially infeasible, it could have asked the district court for guidance or clarification. It chose not to, no doubt because it already knew what the answer would be. Having "acted at [its own] peril," Apple cannot be heard to complain that the "scheme which [it] adopted was not specifically enjoined." *See McComb*, 336 U.S. at 192.[5]

With no good response, Apple spends most of its petition objecting not to the Ninth Circuit's contempt holding, but to the court's general discussion of Apple's "methodological" objection to the district court's occasional references to the spirit of the Injunction. *See, e.g.*, Pet. 18-22. But as explained, that discussion had nothing to do with the aspects of the judgment Apple challenges here. Apple also mischaracterizes the Ninth Circuit's rejection of its "methodological"

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[5] Apple stresses that "*McComb* involved a violation of an injunction's express 'terms.'" Pet. 22. But the terms of that injunction—which simply enjoined violations of a generally worded statute—were no more "specific" than the injunction against "prohibit[ing]" steering here. *Contra id.* Nor did the Court suggest that defendants get one free shot at injunction evasion before a court is empowered to hold them in contempt for conduct that violates the text of the injunction even if it is not "specifically enjoined" in detail. *See McComb*, 336 U.S. at 192-93.

challenge. The Ninth Circuit did not hold that Apple could be held in contempt for conduct that violated solely the "spirit" of the Injunction. To the contrary, the court acknowledged that "'a decree will not be expanded by implication or intendment beyond the meaning of its terms,'" while stressing that "those terms must be 'read in the light of the issues and the purpose for which the suit was brought.'" Pet. App. 11a (quoting *Terminal R.R. Ass'n of St. Louis v. United States*, 266 U.S. 17, 29 (1924)). Consistent with this Court's decisions, the Ninth Circuit simply held that a court may properly look to the purpose of an injunction in construing its terms and reject attempts to avoid liability through "strict," "narrow" or "dubious[] literal[ism]." Pet. App. 12a; *see id.* (explaining that "the district court did not err in concluding that courts 'look to the spirit of the injunction when a litigant applies a *dubiously literal interpretation* of the injunction, particularly where that interpretation is designed to evade the injunction's goals'" (quoting *id.* 132a; emphasis added)).

That reflects *McComb*'s admonishment that injunction compliance is not a game of "whack-a-mole." Pet. App. 133a; *see* 336 U.S. at 192-93. Defendants are entitled to fair notice of what an injunction forbids, but that does not allow them free rein to intentionally sabotage or evade a court order. As Justice Frankfurter once observed, the text of every injunction contains an "implicit command to refrain from action designed to defeat it." Pet. App. 22a-23a

(quoting *Deena Artware, Inc.*, 361 U.S. at 413 (Frankfurter, J., concurring)).[6]

C. There Is No Circuit Conflict.

Apple's claim of a circuit conflict is also baseless. Apple collects cases cautioning courts to "confine the contempt inquiry to the four corners of the underlying order and require a court to find a violation of an order's clear and unambiguous text before imposing a civil contempt sanction." Pet. 14-15. The Ninth Circuit adheres to that principle as well. *See, e.g.*, *Gates v. Shinn*, 98 F.3d 463, 468 (9th Cir. 1996). And, as discussed, the Ninth Circuit found that in this case Apple's commission violated the unambiguous text of the Injunction.

Nor is there any conflict between the "four corners" language in the circuit decisions Apple cites and *McComb*'s anti-evasion principle. On the contrary, this Court and the Ninth Circuit have embraced both principles. *See, e.g.*, *Taggart*, 587 U.S. at 561-62 (acknowledging that "basic fairness require[s] that those enjoined receive explicit notice of

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[6] Apple argues that contempt cannot be "sustained on account of Apple's supposed 'bad faith,'" the finding of which, it claims, was "driven by [the] improper focus on the 'spirit'" of the Injunction. Pet. 23-24. But the Ninth Circuit found that Apple waived any objection to the court considering its bad faith because Apple asserted its alleged good faith as a defense. Pet. App. 14a. And regardless, the Ninth Circuit did not rely on that finding to affirm contempt. *See id*. 20a-25a. Moreover, the district court's finding of bad faith was driven principally by Apple's litigation misconduct, not by the court's supposed belief that contempt may be based on violations of the spirit of an injunction. *See id.* 15a-17a; *cf. also Taggart*, 587 U.S. at 561-62 (citing *McComb* as an example of when "civil contempt sanctions may be warranted when a party acts in bad faith"); *contra* Pet. 12.

what conduct is outlawed before being held in civil contempt" while also reaffirming *McComb* (cleaned up)); *Sea Shepherd*, 774 F.3d at 953-54 (recognizing the "well-established rule that a 'vague' order may not be enforced" through civil contempt but also embracing *McComb*'s anti-circumvention rule).

Apple claims the First Circuit rejects this view, holding that "the 'effectiveness' of the injunction is not at issue" in a contempt proceeding. Pet. 15 (quoting *Goya Foods, Inc. v. Wallack Mgmt. Co.*, 290 F.3d 63, 76 (1st Cir. 2002)). Apple's quotation is remarkably misleading. The First Circuit did not say courts must disregard whether the defendant is attempting to evade an injunction; it made the unrelated point that the defendant could not avoid contempt by claiming it believed the injunction "had lapsed" and thus no longer "remained in effect." *See Goya Foods*, 290 F.3d at 75-76 (using the word "effectiveness" to refer to whether the injunction had continuing legal force). The court went on to hold, much as the Ninth Circuit did here, that the defendants "could have asked the district court for clarification as to the enduring vitality of the November 1995 orders, but they eschewed that course" and therefore "acted at their peril." *Id*. at 76 (citing *McComb*, 336 U.S. at 192).

Apple also highlights the Second Circuit's decision in *Perez v. Danbury Hospital*, 347 F.3d 419 (2d Cir. 2003). *See* Pet. 16. But that case is consistent with the decision below too. In *Perez*, the Second Circuit declined to find a hospital in contempt of an injunction barring it from obstructing the plaintiff obstetricians from "practicing neonatology at" the hospital—but only because the alleged contempt rested on the conduct of *non-party* doctors whose

actions the injunction was never intended to constrain. 347 F.3d at 422-23, 425. In other cases, the Second Circuit has made clear that a party may be held in contempt for conduct not specifically forbidden by its terms. *See, e.g.*, *King v. Allied Vision, Ltd*., 65 F.3d 1051, 1060 (2d Cir. 1995) (order requiring publisher to send corrective stickers or sleeves to videotape retailers did not say how many must be sent, but "[e]ven in absence of an express requirement to ascertain each retailer's inventory . . . a futile attempt at compliance would constitute bad faith, for which the district court could properly hold [a party] in contempt"); *John B. Stetson Co. v. Stephen L. Stetson Co*., 128 F.2d 981, 983 (2d Cir. 1942) ("In deciding whether an injunction has been violated it is proper to observe the objects for which the relief was granted and to find a breach of the decree in a violation of the spirit of the injunction, even though its strict letter may not have been disregarded." (collecting authorities)).

Third Circuit precedent agrees. In *Harris v. City of Philadelphia*, 47 F.3d 1342 (3d Cir. 1995), for example, the Third Circuit affirmed that although "ambiguities redound to the benefit of the contemnor," that "does not mean that a party can avoid following an injunction or court order on merely technical grounds" when its actions violate the "thrust of the order." *Id*. at 1353-54 (affirming contempt on that ground) (cleaned up); *United States v. Boyd*, 999 F.3d 171, 180 n.5 (3d Cir. 2021) (same); *United States v. Christie Indus., Inc.*, 465 F.2d 1002, 1006-08 (3d Cir. 1972) (where preliminary injunction banned sale of certain "firecracker assembly-kits," the injunction

"could not be avoided by a mere substitution of components," removing fuse, or splitting up kits).

Harris cited the Third Circuit's prior decision in *In re Arthur Treacher's Franchise Litigation*, 689 F.2d 1150 (3d Cir. 1982), which is particularly on point. There, the circuit affirmed contempt against a defendant-franchisor that terminated and replaced the third-party distributor that supplied 90% of the plaintiff-franchisee's food and other items, even though "no explicit provisions" of the injunction barred that step. *Id*. at 1156. The court explained that this substitution of suppliers defied the "thrust" of the injunction's general command to cease "interfering" with the plaintiff's sources of supply. *Id.* The same is true here—although the Injunction had "no explicit provisions" on commissions, it generally barred Apple from "prohibit[ing]" steering, which Apple's commission accomplished in violation of the "thrust" of the order.[7]

The Fifth Circuit's decision in *Hornbeck Offshore Services, LLC v. Salazar*, 713 F.3d 787 (5th Cir. 2013), likewise embraces the very principle the Ninth Circuit applied below: A court "need not . . . spell out in detail the means" of compliance and retains "flexibility" to address "actions that, while not expressly prohibited, nonetheless violate the reasonably understood terms of the order." *Id.* at 792 (cleaned up). The Fifth Circuit did not hold that contempt was unavailable to address an "attempted . . . end-run around a prior court order,"

[7] Apple's other Third Circuit case, *Eavenson, Auchmuty & Greenwald v. Holtzman*, 775 F.2d 535 (3d Cir. 1985), likewise analyzed an appellant's interpretation of a district court's order by reviewing the order "in light of the surrounding facts and procedural history." *Id*. at 543.

as Apple claims. *Contra* Pet. 17. Instead, the court rejected the plaintiff's description of the order's purpose. *See Hornbeck*, 713 F.3d at 795.

Here, the Ninth Circuit affirmed the district court's finding that Apple had acted in bad faith to thwart the Injunction's plain text and objectives. Consistent with that approach, the Fifth Circuit has repeatedly held that a "district court need not anticipate every action to be taken in response to its order, nor spell out in detail the means in which its order must be effectuated." *Am. Airlines, Inc. v. Allied Pilots Ass'n*, 228 F.3d 574, 578 (5th Cir. 2000); *see also In re Highland Cap. Mgmt., LP*, 105 F.4th 830 (5th Cir. 2024) (same).

D. The Question Presented Is Not Recurringly Important and its Answer Would Not Affect the Outcome Here.

Certiorari is also unwarranted because Apple's first question is not recurringly important, and the answer would make no difference to the outcome.

Apple cites just two cases in which it contends any circuit has affirmed a finding of contempt based on nothing more than the violation of the "spirit" of an injunction—the 2014 decision in *Sea Shepherd* and the decision in this case over a decade later. Pet. 18-19. Even if that description of the cases were correct (it is not), an issue that arises at most once a decade does not warrant this Court's attention.

This case is also a poor vehicle because the only consequence of the contempt finding was a prospective order regarding Apple's conduct, something Apple acknowledges the district court had the power to issue without having to find Apple in contempt. *See* Pet. 22

("Of course, nothing prohibits a district court from modifying and enlarging an injunction if new circumstances arise or it becomes clear that an existing order is insufficient to remedy a violation."). That concession is correct. "The power of a court of equity to modify a decree of injunctive relief is long-established, broad, and flexible." *Brown v. Plata*, 563 U.S. 493, 542 (2011) (citation omitted). The only "test to be applied . . . is whether the change served to effectuate or to thwart the basic purpose of the original . . . decree." *Chrysler Corp. v. United States*, 316 U.S. 556, 562 (1942).

That is why the amicus brief of Professor Bray and his colleagues—which otherwise supported Apple's challenge to the contempt finding—held open that "the district court's broader injunction against Apple" might be "affirmed on alternative grounds . . . as a modification of the injunction." *See* C.A. Dkt. 80.1, Amicus Br. of Prof. Bray et al. 15. While the Ninth Circuit affirmed the contempt finding, its remand gave the district court the option to "amend the April 30 Order's commission prohibition as either a purgeable civil contempt sanction *or* properly tailored *modification of the Injunction*." Pet. App. 34a (emphasis added). Accordingly, even if this Court reversed the contempt finding, the district court would remain free to make exactly the same modifications to the decree based on exactly the same proceedings and findings.

Apple's claims to the contrary are meritless. *See* Pet. 23-24, 32-33. The Ninth Circuit confirmed that Apple was given ample notice and opportunity to respond to Epic's request for further injunctive relief in light of Apple's conduct, Pet. App. 41a-42a, a ruling

Apple does not ask this Court to review. Apple obliquely suggests that a limit on commissions would be an improper modification because the state UCL is directed at "an *informational* harm." Pet. 23. But that objection misconceives state law. As the Ninth Circuit explained, the UCL protects consumers' access to information in order to promote competition and prevent "an incipient violation of an antitrust law." Pet. App. 3a (quotation marks omitted). Apple may disagree, but a dispute about the "focus" of state law, Pet. 29, does not warrant this Court's review. And in any event, a commission that prevents steering necessarily prevents the dissemination of information, thus creating the informational harm Apple alludes to.

Apple also argues that without this Court's review, Apple would be "prejudice[d]" in any modification proceeding by the "stigma" of the contempt finding. Pet. 33. That speculation is unfounded. The district court was charged with making a limited determination on remand, expressly designed to avoid punishing Apple for its misconduct, which the Ninth Circuit viewed as the exclusive domain of criminal contempt. Pet. App. 30a-34a, 35a-36a. Apple's insinuation that it will not get a fair hearing from an "offended judge" unless the contempt ruling is overturned, Pet. 33, has no basis and is disrespectful to the trial judge who has repeatedly ruled for and against both parties at different stages of this nearly six-year-old case. *See* Pet. App. 3a-4a.[8]

[8] Apple also ignores that it will face *any* remand as a proven contemnor even if it prevails in this Court, given that Apple does not ask this Court to review the Ninth Circuit's determination that several of its design restrictions violated the text of the Injunction. *See supra* p. 16. Nor does Apple ask this Court to

II. Apple's Objections to the Scope of the Injunction Do Not Warrant Review.

Apple also asks this Court to decide whether the Ninth Circuit "properly created an 'antitrust' or 'competition' exception to *Trump v. CASA, Inc.*, 606 U.S. 831 (2025)." Pet. i. That question does not arise in this case because the Ninth Circuit created no such exception. Apple also asks the Court to decide whether the Ninth Circuit "otherwise disregarded *CASA*'s limits." *Id*. That fact-bound objection to this one particular injunction does not warrant review. Apple does not claim that the decision implicates a question of federal law dividing the circuits. Instead, Apple's argument largely boils down to a disagreement with the Ninth Circuit's understanding of California law. Neither of those objections, nor any of Apple's other complaints about the scope of the decree, warrant further review.

A. The Ninth Circuit Did Not Create an Antitrust Exception.

Apple's contention that the Ninth Circuit created an exception to *CASA* is inexplicable. The panel held that the "test 'is whether an injunction will offer complete relief *to the plaintiffs before the court*,'" quoting the very test from *CASA* that Apple insists applies. *See* Pet. App. 45a (quoting *CASA*, 606 U.S. at 852). The panel then applied that test to this case, upholding the Injunction because "its 'scope is tied to Epic's injuries' as a developer and games distributor, not to the other developers' injuries." *Id.* 45a-46a

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overturn the lower court's finding that it repeatedly acted in bad faith during the litigation.

(citation omitted); *see also id*. 46a (Injunction "does nothing more than provide complete relief to Epic" by redressing Epic's injuries "as a developer and games distributor"); *id*. ("agree[ing] with Epic" that "limiting the April 30 Order in the manner proposed by Apple would not facilitate the competition necessary to grant Epic complete relief").

To be sure, the panel also explained that this case is different from *CASA* because the Injunction here redresses an antitrust-type injury. Pet. App. 47a. But that observation was part of the court's application of *CASA*'s teaching that the scope of an injunction must be "molded to 'the necessities of [each] particular case.'" *Id.* (quoting *CASA*, 606 U.S. at 854). The Ninth Circuit simply recognized that what is required to provide complete relief varies by context, and the context of this case is quite different from the setting this Court confronted in *CASA*. *See id*. ("[T]he scope of a permanent injunction following an incipient antitrust violation pursuant to the UCL" is "distinguishable from the injunction's scope in *CASA*."). Here, where Epic's injuries as a developer could not be redressed without fostering competition to Apple's IAP, molding relief to the necessities of this case required "restor[ing] the information to consumers that is necessary to foster [that] competition." *Id*.

B. Apple's Remaining Objections Do Not Warrant Review.

Apple disagrees with the Ninth Circuit's conclusion that the Injunction's scope is necessary to provide complete relief to Epic, but its objections do not warrant review.

The Injunction has, from its inception, extended to developers other than Epic. When the Injunction was first issued and affirmed on appeal, Apple petitioned for certiorari, asserting that the Ninth Circuit approved an inappropriate "universal injunction" by extending relief beyond Epic and the "developers that distribute apps on [the] Epic Games Store[]." 2023 Petition 3, 10. Apple insisted that the scope of the relief was "more burdensome . . . than necessary to provide complete relief *to the plaintiffs*," in violation of the "complete relief" principle established in *Califano v. Yamasaki*, 442 U.S. 682 (1979). *Id*. 3 (quoting *Califano*, 442 U.S. at 702). This Court denied review. 144 S. Ct. 682.

Apple's present petition does not contend that the contempt remedy modified the Injunction's scope in any relevant respect. Instead, Apple simply renews its complaint that the Injunction extends beyond Epic—the argument this Court declined to review two years ago. *See* Pet. 25-29.[9]

Apple points to this Court's intervening decision in *CASA*. Pet. 25. But *CASA* affirmed the rule the Ninth Circuit applied in the first appeal, citing the

[9] Apple does not contend that the Injunction improperly extends beyond California's borders, nor could it. The Injunction is premised on a violation of California's Unfair Competition Law, and Apple is a California corporation. *CASA* distinguished "universal" injunctions—those that protect everyone affected by a challenged legislative or executive action—from injunctions that simply "apply beyond the jurisdiction of the issuing court," reaffirming that "[e]ven a traditional, parties-only injunction" may do the latter. 606 U.S. at 837 n.1. The Injunction here is of that latter sort: It addresses policies Apple imposes from its California headquarters, and it is tailored to afford complete relief to Epic.

same authority. *Compare CASA*, 606 U.S. at 851-54 (citing *Califano*, 442 U.S. at 702) *with Apple I*, 67 F.4th at 1002-03 (same). Apple notes the Court's suggestion that complete relief is not always required. Pet. 28-29 (citing *CASA*, 606 U.S. at 853-54). But Apple has never explained why something less than complete relief would be appropriate in this case.[10]

Apple furthermore offers no real response to the Ninth Circuit's explanation that an injunction limited to Epic "would fail to address the full harm caused by the anti-steering provision," because it would do nothing to redress the injury Epic suffers when Apple's anti-steering rules prevent "consumers of other developers' apps [from] making purchases through the Epic Games Store." Pet. App. 46a (quoting *Apple I*, 67 F.4th at 1003).

Apple says that the Injunction should at least be limited to developers wishing to steer users to the Epic Games Store. Pet. 26-28. But the Ninth Circuit did not address that possibility in the first appeal because Apple did not raise it. *See* C.A. Dkt. 80, Apple Principal and Response Br. 111, *Apple I*, Nos. 21-16506 & 21-16695 (9th Cir. Mar. 24, 2022) (arguing only that "[a]ny injunctive relief, therefore, must be limited 'to apply only to' Epic, the 'named plaintiff[].'" (citation omitted)); *see also* Pet. App. 37a ("When a party could have raised an issue in a prior appeal but did not, a court later hearing the same case need not consider the matter." (quoting *United States v. Nagra*, 147 F.3d 875, 882 (9th Cir. 1998))).

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[10] *See* C.A. Dkt. 59.1, Apple Opening Br. 41 & n.4; C.A. Dkt. 108.1, Apple Rule 28(j) Letter 2; C.A. Dkt. 148.1, Apple Reply Br. 32-33; Pet. 29.

Nor did Apple request such a limitation in the district court during the contempt proceedings,[11] or even in its opening brief to the Ninth Circuit.[12] Instead, Apple raised this possible limitation for the first time in its Ninth Circuit reply brief.[13] It is no answer that *CASA* came down while the appeal was pending—that case simply reaffirmed the complete relief principle Apple invokes, which was the basis for its pre-*CASA* objection to the Injunction extending beyond Epic.

Thus, even if it were true that the "Ninth Circuit did not address these arguments," Pet. 28, that would be entirely Apple's fault for failing to timely present them. As Apple ultimately admits, however, the Ninth Circuit *did* reject Apple's belated contention, agreeing with Epic's explanation that Apple's proposed limitation would deprive Epic of complete relief. *Id.* 29. Apple can hardly complain about the Ninth Circuit's terse treatment of an argument the court could have held Apple completely waived. And the limited briefing on this theory in the lower courts provides this Court ample reason to decline to exercise its discretion to address it now.

In any event, the Ninth Circuit correctly rejected Apple's belated contention. As Epic explained below, Apple requires Epic to make IAP available for users to purchase digital goods within Epic's (and Epic's subsidiaries') apps, and Epic must pay Apple a 30%

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[11] D. Ct. Dkt. 1018, Apple's Motion for Relief from the Judgment 2.

[12] C.A. Dkt. 59.1, Apple Opening Br. 41 n.4 (arguing only that Injunction improperly extended beyond Epic).

[13] C.A. Dkt. 148.1, Apple Reply Br. 32-33.

commission when its users choose to do so. *See* C.A. Dkt. 155, Epic's Reply on Motion for Judicial Notice 2-3. Those commissions are "supracompetitive" because Apple's anti-steering rules have insulated IAP from competition. *Apple I*, 67 F.4th at 1000-01; *see Epic I*, 559 F. Supp. 3d at 1054-57. The only way to redress Epic's injury as an app developer subjected to supracompetitive IAP commissions is to allow all developers—including large developers like Spotify and Microsoft—to steer to lower-priced out-of-app payment methods, thereby generating the competitive pressure needed to discipline Apple's commissions. *Id.*[14] The Ninth Circuit was therefore right to "agree with Epic" that Apple's proposed limitation "would not facilitate the competition necessary to grant Epic complete relief." Pet. App. 46a.

Apple's only response is to claim that any modification must be tailored to addressing the "informational harm" that is the UCL's "focus." Pet. 28-29. But, as noted, the Ninth Circuit has rejected that understanding of the UCL and Apple does not ask this Court to decide which view of California law is correct. *See supra* pp. 26-27.

C. This Case Is a Poor Vehicle.

Finally, this case presents a poor vehicle for providing any elaboration on *CASA*'s teachings. The proper scope of an injunction depends on context.

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[14] *See also Apple I*, 67 F.4th at 1003 (Apple's anti-steering rules "increas[ed] the costs of Epic's subsidiaries' apps"); *id.* at 1000-01 (Epic is "a games-distribution competitor of Apple" as well as a "consume[r] [of] the app transactions that Apple offers" through IAP); C.A. Dkt. 189.2, Epic Opp. to Motion to Stay Mandate 15.

CASA, 606 U.S. at 854. Providing guidance on how *CASA* should be applied in the antitrust context would serve little purpose because antitrust injunctions are vanishingly rare. *See Nat'l Collegiate Athletic Ass'n v. Alston*, 594 U.S. 69, 97 (2021) ("[C]ourts have disposed of nearly all rule of reason cases in the last 45 years on the ground that the plaintiff failed to show a substantial anticompetitive effect."). Moreover, as Apple emphasizes, this is not even a typical antitrust case, arising instead under California's Unfair Competition Law. Pet. 31. The atypical setting of the case, together with Apple's failure to develop its lead objection in the trial court, makes this case a particularly poor candidate for providing any guidance on what counts as complete relief under *CASA*.

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted,

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