No. 25-1311

IN THE

Supreme Court of the United States

APPLE INC.,

Petitioner,

v.

EPIC GAMES, INC.,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

BRIEF OF CHAMBER OF PROGRESS AS *AMICUS CURIAE* IN SUPPORT OF PETITIONER

DANIEL S. ALTER
Counsel of Record
BROADFIELD US LLP
488 Madison Avenue,
22nd Floor
New York, NY 10022
(212) 390-1256
danielalter@broadfieldlaw.com

Counsel for Amicus Curiae Chamber of Progress

396777

COUNSEL PRESS
A Proceed Service
The Appellate Experts®
(800) 274-3321 • (800) 359-6859

TABLE OF CONTENTS

Table of Contents

TABLE OF CITED AUTHORITIES

Page

Cases

INTEREST OF AMICUS CURIAE AND FACTUAL BACKGROUND

Chamber of Progress is a technology-industry coalition devoted to a progressive society, economy, workforce, and consumer climate. It supports public policies that promote innovation and economic growth, protect internet freedom and free expression, and help ensure that the benefits of technological progress are broadly shared. Chamber of Progress is supported by corporate partners, but those partners do not sit on its board, do not vote on or veto its positions, and may disagree with positions the organization takes. Chamber of Progress does not speak for any individual partner company.[1]

The question presented matters well beyond this dispute. Technology companies, developers, workers, and consumers routinely operate under injunctions, consent decrees, regulatory orders, and other judicial commands. Those commands can require rapid changes to complex systems. Compliance is possible only when the operative rule is stated before contempt is imposed. Chamber of Progress therefore has a strong interest in a rule that permits courts to write broad, effective injunctions while requiring contempt to rest on what the injunction actually commands.

This dispute arose from Apple's rules governing purchases of digital goods through iOS apps. Those

---

1. Pursuant to Supreme Court Rule 37.6, amicus states that no counsel for a party authored this brief in whole or in part and that no person or entity made a monetary contribution intended to fund the preparation or submission of this brief.

rules generally required developers to use Apple's In-App Purchase system ("IAP"), through which Apple retained a 30% commission. The district court found that Apple's effective commission was supracompetitive, but it ultimately rejected Epic's Sherman Act claims. *Epic Games, Inc. v. Apple Inc.*, 67 F.4th 946, 990–92 (9th Cir. 2023). It separately held that Apple's anti-steering rules violated California's Unfair Competition Law because they prevented consumers from learning about alternative purchasing mechanisms. The resulting injunction did not establish a permissible commission, prohibit commissions on external purchases, or require Apple to permit commission-free transactions. It restrained Apple only from prohibiting developers from including in their apps "buttons, external links, or other calls to action" directing customers to purchasing mechanisms "in addition to" IAP. *Epic Games, Inc. v. Apple Inc.*, 161 F.4th 1162, 1172–73 (9th Cir. 2025).

Apple responded by permitting developers to direct users to their own websites to complete purchases outside the app—transactions that previously had not been subject to an Apple commission. But Apple imposed design and placement restrictions on those links and charged a reduced 27% commission on covered linked-out purchases. *Id.* at 1173–74. The alleged noncompliance, therefore, was not that Apple continued to prohibit developers from redirecting customers. Rather, it was that Apple's reduced commission and accompanying restrictions allegedly made the newly permitted link-outs economically nonviable. On this basis, the Ninth Circuit upheld the district court's finding that Apple was in civil contempt of the injunction.

SUMMARY OF ARGUMENT

A contempt order may enforce an injunction's text; it may not improve that text after the fact. Federal Rule of Civil Procedure 65(d) places the responsibility for stating the command on the issuing court. This Court's decisions cement that allocation. An injunction must give "explicit notice" of "precisely what conduct is outlawed," *Schmidt v. Lessard*, 414 U.S. 473, 476 (1974) (per curiam), and civil contempt is unavailable whenever there is a "fair ground of doubt" whether the order barred the conduct at issue, *Taggart v. Lorenzen*, 587 U.S. 554, 561 (2019). Context may resolve what written words mean. It cannot supply an obligation the order omits.

In this case, the Ninth Circuit applied a plainly contrary rule. It held that "parties may be held in contempt for violating the spirit of an injunction," even when "the text of the Injunction does not address commissions at all." *Epic Games, Inc. v. Apple Inc.*, 161 F.4th 1162, 1177, 1187 n.9 (9th Cir. 2025). On that basis, the Ninth Circuit held that Apple's commission was "prohibitive"—a word that appears nowhere in the injunction—while remanding with an instruction to determine the threshold at which a commission becomes prohibitive. *Id.* at 1187 & n.9. But that is where the Ninth Circuit turned the contempt analysis on its head. Obviously, a party cannot receive explicit notice from an injunctive threshold that has been neither identified nor defined.

The Ninth Circuit circumvented that obstacle by misreading *McComb v. Jacksonville Paper Co.*, 336 U.S. 187 (1949), as allowing contempt whenever a scheme not specifically barred frustrates an injunction's *purpose*.

Properly read, though, *McComb* holds that when a decree's terms prohibit a *result*, a party violates those terms by producing that result, whatever means it uses and whether or not the decree listed those means. The circuit court decisions from which the Ninth Circuit drew its "spirit" formula are to the same effect: each resulted in the violation of an express term of the decree.

A "spirit" doctrine may appear to strengthen injunctions by closing loopholes. In practice it weakens them—especially against a determined, well-resourced actor. If a court may rely on an order's intended purpose to enforce it later, the court has less reason to state an objective command now. But a loosely drafted order then invites conduct that contravenes its "spirit" because the order's lack of clarity is the contemnor's best defense. Perversely the availability of that defense undermines compliance at the moment the court most needs adherence: when the party bound by the order may set into motion a sequence of irreversible events. The four-corners rule forces precision at the drafting stage, which is the only stage at which the court fully controls the outcome.

The recent proceedings in *J.G.G. v. Trump* illustrate the institutional cost when events are irreversible before an order can be clarified. At an emergency hearing, the district judge orally directed that planes carrying putative class members be turned around and returned to the United States, but the written temporary restraining order enjoined only "removing" class members from the United States, and did not address aborting a flight that had already left U.S. airspace. On the basis that the text was on their side, the federal government did not recall the planes that were outside of U.S airspace. *See In re Donald J. Trump*, No. 25-5452, slip op. 5, 21, 27, 31 (D.C. Cir. Apr. 14, 2026) (*reh'g en banc granted, vacated*). That the written injunction in *J.G.G.* did not account for the members' transfer of custody outside of the United States had profound and irreversible consequences. A later clarification could regulate future conduct but it could not restore the lost status quo.

The risk of such irreparable harm far outweighs the modest burden of prospective clarity imposed by the four-corners rule. And the rule's proper application surely does not reward evasion or require a court to list every forbidden trick. To comply, a court need only command a result in objective terms.

Consider an order requiring a landlord to "maintain every apartment at 68 degrees or above." A landlord who leaves the boiler running but props open the stairwell windows all winter violates the order when the thermometer reads 58. The windows are an unspecified means of producing the forbidden result.

That is the scenario this Court confronted in *McComb.* There, the decree at issue commanded payment of minimum and overtime wages and supplied the formula for calculating them. While enforcing that directive, the Court ruled that employers could not escape the decree's command by cleverly inventing payroll devices not specifically contemplated by the order, which produced the underpayment that the order specifically barred.

Now consider an order that says only: "Do not shut off the boiler." If the boiler remains on while the windows stand open, the landlord may plainly be frustrating the order's purpose of keeping the apartments warm. The court may respond by prospectively adding a temperature requirement. But it may not hold the landlord in contempt for violating a command the court never gave.

So too here. The Injunction barred Apple from prohibiting developers from including links to external purchasing mechanisms. It neither prohibited commissions on linked-out purchases nor set any "temperature"—*i.e.*, any minimum level of developer adoption or competitive effect—that those links were required to achieve. Unlike the decree in *McComb*, the Injunction thus supplied no benchmark against which compliance could be measured. Instead, the courts below, lacking any comparable textual measure, looked beyond the Injunction to the result they believed it was meant to achieve.

Courts retain ample means to address genuine circumvention: write outcome-based commands, define measurable thresholds, require reporting, expedite clarification, and modify relief prospectively when implementation exposes a gap. What they may not do is make contempt the bridge from an old command to a new one. The judgment should be reversed.

ARGUMENT

I. CONTEMPT MUST REST ON THE COMMAND THE COURT ACTUALLY ISSUED

A. Rule 65 Assigns the Issuing Court Responsibility for Stating the Operative Command

Rule 65(d) speaks in mandatory terms. Every injunction must "state its terms specifically" and "describe in reasonable detail—and not by referring to the complaint or other document—the act or acts restrained or required." Fed. R. Civ. P. 65(d)(1)(B)–(C). Those requirements are not matters of form. Because an injunction exposes its addressee to the coercive and compensatory power of contempt, "basic fairness" requires "explicit notice of precisely what conduct is outlawed." *Schmidt*, 414 U.S. at 476. Specificity also permits an appellate court to determine what was commanded and whether the remedy exceeded it. *Id.* at 477.

The rule therefore allocates responsibility before a dispute over compliance arises. The issuing court chooses the words; the party must obey them. A court may write a narrow act-based command or a broad result-based command, but it must choose one approach and tailor its language precisely. If the party later violates the written command, contempt is available even when the means of violation were ingenious or unforeseen. If the party exploits a genuine gap, the court may close that gap prospectively. What it may not do is impose the cost of an omitted term on the offending party by treating purpose as text.

This Court has long observed that boundary. In *International Longshoremen's Ass'n v. Philadelphia Marine Trade Ass'n*, 389 U.S. 64 (1967), the Court set aside a contempt finding because the underlying decree was too vague. The Court underscored that the contempt is a "potent weapon," to enforce injunctions and restraining orders and that those who must obey them are entitled to know "what the court intends to require and what it means to forbid." *Id.* at 76. In *Terminal Railroad Ass'n v. United States*, 266 U.S. 17 (1924), the Court similarly held that an injunction "will not be expanded by implication or intendment beyond the meaning of its terms," even though its words may be read in light of the issues and purpose that produced it. *Id.* at 29. And *Taggart* requires "no fair ground of doubt" that an order barred the conduct before civil contempt may issue. 587 U.S. at 561.

The distinction is between interpretation and addition. Courts inevitably use context to select among plausible meanings of the words that an injunction contains. But, here, context cannot create a commission limit in an order that says nothing about commissions.

The district court discounted Rule 65's allocation of responsibility. It called it "ludicrous to expect any court to repeat the contents of a 180-page order" in a one-paragraph injunction and reasoned that the injunction "flows from" the opinion. *Epic Games, Inc. v. Apple Inc.*, 781 F. Supp. 3d 943, 990 (N.D. Cal. 2025). But Rule 65(d) expressly requires the operative acts to be described "in reasonable detail" without reference to another document. The answer is not to repeat 180 pages. It is to distill those pages into an enforceable command. Drafting that command is a central judicial act, not mere clerical duplication.

A contrary rule would also blur the line between construing an injunction and addressing the findings that justified it. Findings explain why relief issued, and they may inform a motion to modify a court's order. They are not themselves coercive commands. If every objective discussed in a merits opinion becomes enforceable as the "spirit" of a shorter injunction, Rule 65(d)(1)(C)'s no-incorporation command is meaningless.

B. The Four-Corners Rule Promotes Effective Drafting Without Inviting Evasion

The Ninth Circuit worried that a text-centered rule would cause injunctions to "spring loopholes" and require endless modification proceedings. 161 F.4th at 1177. That concern mistakes precision for enumeration. Rule 65 does not require a catalogue of every evasive tactic a party might invent. It requires a sufficiently definite description of the act restrained or the result required.

The two landlord orders show the difference. The first says: "Maintain every apartment at 68 degrees or above." The landlord keeps the boiler on but props open the stairwell windows. The thermometer reads 58. Contempt follows from the text. The command states a result, the result is objectively measurable, and the chosen means do not matter. The court need not ask why it wanted the apartments warm or whether open windows were contemplated.

The second order says: "Do not shut off the boiler." The same landlord, with the same open windows, has complied with the act the order addresses. Warm apartments may plainly have been the order's objective. Open windows may cynically frustrate it. Those facts justify immediate modification—perhaps to add the 68-degree requirement, close-window provisions, inspection rights, and temperature reporting. They do not establish that the landlord violated the existing order.

This drafting discipline safeguards rather than disables, equity. A court can prohibit conduct "directly or indirectly"; define the prohibited result in functional terms; state objective tolerances; require advance approval for specified changes; impose recordkeeping and monitoring duties; and bind officers, agents, employees, and persons acting in active concert or participation under Rule 65(d)(2). See *Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14 (1945). If circumstances change, the court may clarify or modify its decree before punishing conduct newly subsumed by its order.

The discipline is especially important for complex technology. Product design, pricing, security, privacy, and payment architecture involve interacting constraints. A command to achieve a specified outcome permits engineers and business teams to assess compliance. A command whose operative boundary is the court's unstated "spirit" does not. It turns evidence of product performance or user behavior into a moving legal threshold and makes contempt depend on an after-the-fact reconstruction of purpose.

The predictable effects are asymmetric. Ordinary parties may overcomply because they cannot afford to test an order's spirit. Sophisticated or powerful parties can litigate the ambiguity, invoke the heightened safeguards attached to punitive sanctions, and argue on appeal that no clear command covered the conduct. The result is perverse. The doctrine meant to reach the most incorrigible parties instead gives them the broadest defense.

C. J.G.G. Shows Why Unstated Commands Fail When Enforcement Matters Most

The proceedings arising from *J.G.G. v. Trump* demonstrate the point in a setting far removed from commercial litigation. On March 15, 2025, during an emergency hearing concerning removals under the Alien Enemies Act, the district judge orally directed government counsel to inform clients that any covered plane that "is going to take off or is in the air needs to be returned to the United States." *In re Donald J. Trump*, No. 25-5452, slip op. 5 (D.C. Cir. Apr. 14, 2026) (*reh'g en banc granted, vacated*). The judge said a written minute order would follow. *Id.* The written order enjoined the Government "from removing members of such class" pursuant to the presidential proclamation for fourteen days. *Id.*

Two planes had departed before entry of the written order. They later arrived in El Salvador, where the detainees were transferred to Salvadoran custody. *Id*. at 5–6. The district court found probable cause to believe that the Government had committed criminal contempt, but whether that inquiry may proceed at all remains unresolved after protracted litigation. The obstacle is textual. The written order "said nothing at all about transferring the plaintiffs out of the custody of the United States," and it did not "clearly or specifically prohibit" that transfer. *Id*. at 21, 27. From the outset, then, the Government has had a substantial argument, grounded in the four corners of the order, that its conduct violated no term the order actually contained. That this argument was available at all has been enough to stall the contempt proceeding at its threshold,

Judicial authority is at a low point when the contempt sanction is not immediately available following a purposefully defiant act. A carefully written order makes defiance visible, review straightforward, and sanctions durable. An imprecise order produces collateral litigation about what the judge meant, invites claims of retrospective enforcement, and risks reversal at the moment of greatest institutional consequence. The four-corners rule prevents that failure at its source.

II. MCCOMB ENFORCED A TEXTUAL RESULT; IT DID NOT AUTHORIZE CONTEMPT FOR FRUSTRATING AN UNSTATED PURPOSE

A. McComb's Decree Supplied Its Own Yardstick

The Ninth Circuit's rule cannot be justified as a straightforward application of *McComb*. There, an injunction barred an employer from paying covered workers less than the statutory minimum wage and from withholding time-and-a-half compensation for overtime. 336 U.S. at 189–90. The employer then used fictitious hour records, disguised parts of hourly pay as "bonuses," misclassified employees, and failed to pay pieceworkers overtime. *Id.* at 190.

Those devices were not listed and barred by the decree. But every one produced the result the decree expressly prohibited: workers received less than the required wage. The injunction also "provide[d] the formula by which the amounts [of back pay could be] simply computed." *Id.* at 194. That formula operated as the decree's "thermometer."

The Court accordingly rejected "immunity from civil contempt because the plan or scheme which [the respondents] adopted was not specifically enjoined." *Id.* at 192. In context, "plan or scheme" meant the unenumerated means of violating a clear mandate. The Court did not hold that a judge may infer a new result from the decree's purpose. To the contrary, the Court began with what the decree said: "[b]y its terms" it enjoined practices that violated the specified wage provisions. *Id.*

That distinction renders the Ninth Circuit's reliance on *McComb* misplaced. A command that directs a specific result does not become porous merely because a party invents a new mechanism to avoid its effect. The order that requires maintaining an ambient temperature of 68 degrees reaches open windows, a dismantled radiator, or an air-conditioning unit running in January. In each instance, an objective, predictable thermometer, rather than a judicial inquiry into purpose, measures compliance.

The distinction also reconciles *McComb* with the Court's later notice cases. *McComb* held that intent is not an element of civil contempt and that a party may not exploit an unforeseen device to continue expressly forbidden underpayment. 336 U.S. at 191–93. *Taggart* holds that contempt is unavailable if there is an objectively reasonable basis to doubt that the order covered the conduct. 587 U.S. at 561–62. Together, the cases establish a coherent rule: motive does not excuse violation of a clear command, and motive does not supply a command that is missing.

The Ninth Circuit instead measured a claimed contempt against a goal not stated in the injunction. Its premise was that because a 27 percent commission plus a developer's own processing costs exceeds the 30 percent Apple charges on a single in-app purchase, "no rational developer" would link out. 161 F.4th at 1182–83. That premise was an assumption about developer behavior, not a term of the injunction. The commission applied only to purchases made within seven days after a customer followed a link. *Id.* at 1173 n.2. Many apps—games especially—are used for years, and a customer steered once to a developer's own store may keep purchasing there, including through recurring subscriptions, long after that window closes. Over that horizon, a link-out may be worth far more to a developer than a one-transaction comparison suggests. The court did not consider that horizon; it assumed the answer from the arithmetic of a single sale. But the point does not depend on the economics. Even accepting that the challenged commission would lead developers to use link-outs at a low rate, or would negate any price advantage over Apple's in-app purchasing system, the injunction did not command an adoption rate, a price differential, or a level of competition. It prohibited Apple from barring specified link-related content. *Id.* at 1178. Moving from permitting links to requiring that they be used at certain levels requires a purpose inquiry that *McComb* does not support.

B. *Sea Shepherd* and *Stetson* Do Not Support a Free-Floating "Spirit" Rule

The Ninth Circuit traced its "spirit" analysis through *Institute of Cetacean Research v. Sea Shepherd Conservation Society*, 774 F.3d 935, 949 (9th Cir. 2014), to *John B. Stetson Co. v. Stephen L. Stetson Co.*, 128 F.2d 981, 983 (2d Cir. 1942). 161 F.4th at 1176–77. Neither decision justifies a contempt sanction, however, for an act the injunction does not address.

Sea Shepherd involved an order that expressly prohibited physical attacks on plaintiffs' vessels and required defendants to remain at least 500 yards away. 774 F.3d at 941. After the order issued, the enjoined organization transferred money and vessels to foreign entities whose crews indisputably committed the prohibited acts. *Id.* at 942–45, 949. Rule 65(d)(2) binds parties and those acting in active concert with them; a named party cannot accomplish through confederates the same harms the decree forbids it to commit directly. See *Regal Knitwear*, 324 U.S. at 14–15. Thus *Sea Shepherd* concerned responsibility for literal violations by collaborating actors, not creation of a new substantive limit.

Stetson likewise involved detailed textual duties. A trademark decree required the junior company to use a prescribed notice of differentiation, made particular words larger and bolder than others, and required display advertisements to be legible from five feet and visible whenever the junior mark was visible. 128 F.2d at 982–83. The court found that some advertisements did not comply with those express requirements. *Id.* at 983. To the extent its broader language suggested that purpose alone could support contempt despite compliance with every operative term, that suggestion cannot be reconciled with *Longshoremen's*, *Schmidt*, and *Taggart*. A phrase inherited from a 1942 trademark dispute cannot displace this Court's repeated notice rule.

Courts may look past labels, intermediaries, and contrivances to decide whether an expressly forbidden result occurred. They may resolve ambiguity by considering context. They may enforce an order against persons Rule 65 binds. But the object or purpose of relief—its "spirit"—cannot become a stand-alone command.

That limiting construction also respects the ordinary sequence of equitable adjudication. First, a court determines that relief is warranted and identifies its objectives. Second, it translates those objectives into an injunction. Third, contempt enforces that injunction. A free-floating spirit doctrine collapses the second step. It allows objectives left in findings or judicial expectations to become enforceable only after conduct occurs, which is precisely the notice failure Rule 65 eschews.

III. THE INJUNCTION SUPPLIED NO YARDSTICK FOR A "PROHIBITIVE" COMMISSION

A. The Written Command Addressed Links, Not Commissions or Adoption Rates

The operative language enjoined Apple from "prohibiting developers from" including in their apps and metadata "buttons, external links, or other calls to action that direct customers to purchasing mechanisms, in addition to In-App Purchasing." Pet. App. 166a. That command addresses whether developers may include specified content. It says nothing about Apple's compensation for transactions completed outside its system, and the word "prohibitive" appears nowhere in it.

The Ninth Circuit acknowledged the omission: "the text of the Injunction does not address commissions at all." Pet. App. 34a n.9; 161 F.4th at 1187 n.9. Yet it upheld contempt because Apple charged 27 percent on linked-out purchases, compared with 30 percent on purchases through Apple's in-app system, and because developers would incur their own external processing costs. 161 F.4th at 1182–83. In the court's view, the economics made alternative purchasing insufficiently attractive and therefore rendered the commission "prohibitive." *Id.* at 1187.

That reasoning may bear on whether additional prospective relief is warranted, but it does not identify a textual violation. A developer remained able to include a permitted link; the commission concerned the economic consequences of a purchase after the customer followed it. Concluding that price discouraged adoption required the court to move from the injunction's stated rule (do not prohibit link-related content) to an unstated objective (produce a meaningful level of substitution or competition). The latter may have motivated the injunction, but it was not the command chosen.

Again, the landlord analogy is exact. An anti-shutoff order and a warm-apartment order may share the same purpose, but only one allows temperature to trigger a contempt charge. Here, inclusion of links was the boiler switch and the adoption rate of links or their overall economic appeal was the thermometer. As between those two standards, the injunction went with the boiler switch as a measure of compliance.

This conclusion neither approves nor condemns Apple's 27-percent commission. The question before this Court is far more binary: Did the operative injunction clearly tell Apple what commission, if any, would cross the line? Even the Ninth Circuit conceded that the order's text did not address the subject.

B. The Remand to Locate a "Threshold" Confirms the Notice Defect

The Ninth Circuit's remedy underscores the problem. Although it affirmed contempt for the 27-percent commission, it rejected the district court's permanent zero-commission rule as an impermissibly punitive sanction. 161 F.4th at 1190–92. The court stated that, on remand, the district court "must be mindful of the threshold upon which commissions become 'prohibitive.'" Pet. App. 34a n.9; 161 F.4th at 1187 n.9.

But a threshold to be identified on remand could not have given notice before the conduct. Was 27 percent prohibited but 15 percent permissible? Did the answer depend on payment-processing costs, conversion rates, developer margins, consumer behavior, or the gap from Apple's in-app commission? The injunction answered none of those questions, and accordingly, nor could the Ninth Circuit. Indeed, its remand instruction—which openly embraces an *ex post facto penalty*—asks the district court to first write the missing rule *afte*r concluding that Apple had broken it.[2]

2. That sequence cannot be reconciled with *Taggart*. A party has a fair ground of doubt when the adjudicating court has not yet determined what objective threshold separates compliance from

C. Prospective Modification Preserves Both Effective Relief and Fair Notice

Rejecting contempt does not leave an issuing court powerless when experience reveals circumvention or inadequate relief. A court may clarify genuine ambiguity, modify an injunction under the governing equitable standards, or enter supplemental relief after appropriate process.

Modification has the critical advantage in that it gives the parties an opportunity to address the revised order's efficacy and possible unintended consequences. Nor need modification be slow. A court facing imminent harm can hold an expedited hearing, enter a temporary restraining order, require interim reporting, or impose a short compliance deadline. What matters is that the district court has actually issued the command before issuing penalties for violating it. Urgency may justify a prompt and broad order, but it does not justify a punitive one.

The four-corners rule consequently serves both sides of judicial authority. It protects parties from sanctions based on an unstated obligation, and it protects courts from having their most consequential enforcement efforts undone for lack of clarity. Embracing that rule once again, the Court should hold that purpose and context may help interpret an injunction's terms, but an injunction's "spirit" is not an additional term, the violation of which can support a sanction. Because the contempt finding here rested on

---

violation. 587 U.S. at 561. And it cannot be reconciled with *Schmidt*, because the party received no explicit notice of "precisely" which commission was outlawed. 414 U.S. at 476.

conduct the injunction concededly did not address, that finding cannot stand.

CONCLUSION

The judgment of the court of appeals should be reversed.

Respectfully submitted,

DANIEL S. ALTER
Counsel of Record
BROADFIELD US LLP
488 Madison Avenue,
22nd Floor
New York, NY 10022
(212) 390-1256
danielalter@broadfieldlaw.com

Counsel for Amicus Curiae
Chamber of Progress

September 21, 2026