Nos. 25A1389, 25A1390

In the Supreme Court of the United States

STUDENTS ENGAGED IN ADVANCING TEXAS, ET AL.,
Applicants,
v.
KEN PAXTON, IN HIS OFFICIAL CAPACITY AS ATTORNEY GENERAL OF TEXAS,
Respondent.

COMPUTER & COMMUNICATIONS INDUSTRY ASSOCIATION,
Applicant,
v.
KEN PAXTON, IN HIS OFFICIAL CAPACITY AS ATTORNEY GENERAL OF TEXAS,
Respondent.

ON APPLICATIONS TO VACATE THE STAY PENDING APPEAL FROM THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF OF AMICI CURIAE CHILD ADVOCACY GROUPS IN SUPPORT OF RESPONDENTS AND RETENTION OF THE STAY PENDING APPEAL

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INTEREST OF AMICI CURIAE[1]

Amici curiae are nonprofit organizations dedicated to youth safety.

Alabama Policy Institute promotes principles of free markets, limited government, and strong families.

David's Legacy Foundation is dedicated to ending cyberbullying and youth suicide. The Foundation advocates for "David's Law" (Texas Senate Bill 179), which equips schools and law-enforcement officials with tools to investigate cyberbullying and provides legal resources for affected families.

Digital Childhood Alliance works with over 150 allied organizations to protect children in the online environment.

Digital Childhood Institute is a child-safety research and education organization that endeavors to expose online exploitation, shape public awareness, and advance transformative change.

Kansas Family Voice advocates for biblically informed policy to influence governmental outcomes.

Louisiana Family Forum persuasively presents timeless truths affecting the family through research, communication, and networking.

National Center on Sexual Exploitation is the leading 501(c)(3) non-profit exposing the links between all forms of sexual abuse and exploitation.

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[1] Pursuant to Supreme Court Rule 37.4, no party authored this brief in whole or in part, and no one other than amici curiae or their counsel made a monetary contribution to the preparation or submission of this brief.

Not on Our Watch Texas rallies women to raise awareness of online abuse, exploitation, and sextortion of children and youth.

Protect Young Eyes is child-safety and research organization that has conducted extensive research into app store exploitation issues.

Texas Youth Action identifies, educates, and trains students to promote principles of fiscal responsibility, the free market, limited government, and American Exceptionalism.

Texas Values Network speaks up for faith, family, and freedom through public policy, grassroots mobilization, and by standing for the truth in media.

Utah Parents United exists to educate and empower parents in Utah to advocate for their children.

Amici are parents and advocates who care about children and desire better tools to help them guide children more effectively in digital spaces. We support the Texas App Store Accountability Act, Tex. Bus. & Com. Code § 121.001 *et seq*. ("ASAA," "S.B. 2420," or "the Act") because it helps parents like us stay involved in our children's digital lives.

Amici have a strong interest in ensuring that when companies invite children to download or use apps in digital spaces, they obey the same consumer-protection and contract principles that apply in the physical marketplace. We write to help the Court understand our perspectives, to counter the arguments of industry lawyers, and to urge the Court to preserve S.B. 2420's uninterrupted operation and the critical child protections it provides.

INTRODUCTION AND SUMMARY OF THE ARGUMENT

The ASAA is a common-sense law that passed with large bipartisan majorities in Texas,[2] like similar laws that passed with similarly wide margins in Alabama,[3] Louisiana,[4] and Utah.[5] The Act transcends traditional partisan boundaries because it provides a critical step toward ensuring transparency, accountability, and parental authority in children's online experience. For too long, app stores have operated as digital gatekeepers with little accountability, allowing children to download apps and enter complex contracts with billion-dollar developers without parental approval. These agreements often give apps sweeping access to kids' personal data—photos, contact lists, exact locations, even their voices—without their parents even knowing, and without meaningful safeguards. This would be unthinkable in any other industry. The Act corrects these critical failures by providing three basic, sensible protections that finally give Texas parents the tools they need to protect their children in an online world:

1. ***Parental Approval for App Downloads and Purchases*:** The Act requires app stores to obtain consent from a parent or guardian before minors can download apps or make in-app purchases, protecting children from privacy risks, financial harm, and unenforceable contracts.

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[2] *See* S.B. 2420, 89th Leg., R.S. (Tex. 2025), https://legiscan.com/TX/votes/SB2420/2025.

[3] *See* H.B. 161, R.S. (Ala. 2026).

[4] *See* HB570 (La. 2025).

[5] *See* S.B. 142 (Utah 2025).

2. ***Accurate and Transparent Age Ratings*****:** The Act requires age ratings to reflect actual in-app experiences when previously there were few consequences for developers who misrepresented the age-appropriateness of their apps. As the result of this market failure, the Wall Street Journal reported that of approximately 800 apps reviewed, one-fourth contained child-inappropriate content despite carrying child-friendly age ratings.[6] Without accurate information about an app, parents cannot assess whether an app is appropriate for their children.

3. ***Secure Age Verification*****:** The Act requires app stores to use the infrastructure they already employ and data they already collect to verify age, link minors with a parent/guardian account, and securely share anonymized age categories with apps. This privacy-preserving solution enables developers to comply with laws like the Children's Online Privacy Protection Act of 1998, 15 U.S.C.§§ 6501-6505. Such sharing also allows developers to apply the age safeguards they have created for minors.

The ASAA provides these critical protections without infringing on First Amendment liberties because the act focuses on the contracts that minors enter when they download apps onto their smartphone—not the speech or content of the apps themselves. Indeed, far from infringing constitutional liberties, the Act preserves and reaffirms the essential constitutional right of parents to choose how to raise their children. The Act finally gives parents oversight rather than allowing Big Tech to sideline parents and have unfettered access to kids.

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[6] Aaron Tilley, *Apple's App Store Puts Kids a Click Away From a Slew of Inappropriate Apps*, Wall St. J. (Dec. 22, 2024).

For all these reasons, the court below acted properly in allowing the ASAA to go into effect without further delay while it considered the appeal in this case. And this Court should not disturb that ruling.

ARGUMENT

I. The ASAA serves vitally important interests in protecting children.

There is essentially no debate that smartphones and the app ecosystem cause severe harm to children. In debating the Act, the Texas legislature heard evidence of these harms, including that phone apps addict children, change the development of their brains, and heighten depression and loneliness.[7] Dr. Vikram Siberry, on behalf of the Texas Medical Society, testified that digital platforms lead to increased eating disorders, violence, and suicides in youth. D. Ct. Dkt. No. 42, Ex. A at 9. One referenced study found that when children obtain a smartphone before age 13, they experience significantly worse mental health outcomes. *Id.* Early smartphone ownership is specifically linked to reduced self-worth and emotional resilience in girls, and to diminished empathy, calmness, and confidence in boys. *Id.*

Numerous other studies in the record found that the more time youth spend on apps, the more likely they are to have mental health problems that physically impact their developing brains. One study found that when children overuse smartphone apps, they become sleep-deprived, a condition has long been known to hurt brain development. D. Ct. Dkt. No. 42, Ex. A at 10–11. Another study showed that apps have even more direct physical effects on children's brains, demonstrating that when young children spend more time on

[7] *See, e.g.,* Transcript of Texas Senate Committee Hearing, D. Ct. Dkt. No. 7, Ex. E-1 at 4.

screens, the composition of their brain changes—lowering the microstructural integrity of their brains' vulnerable white matter. *Id.* at 10. Still another study found that when a child is bombarded with and constantly checks app notifications, brain structure is negatively impacted. *Id.* These harms can have devastating effects on children—and the record before the Legislature provides concrete examples those harmful effects. For example, an AI chatbot app recently persuaded a child to harm himself so severely he requires constant hospitalization. *Id.* at 2.

Yet often developers and platform providers stand in the way of protecting children from these harms. For example, the developer in the tragic example above claimed in a Texas court that the child was subject to its terms of service which arbitrarily capped damages at $100 and prevented the family from suing in court. *Id.*

Examples of other harms from developers' and platform-providers' one-sided terms of service are ubiquitous. YouTube's terms of service, for example, make children forfeit any compensation for the creative works they upload, while Google in return avoids liability for any damages its products cause the child. D. Ct. Dkt. No. 42, Ex. A at 3–4. Meta grants itself extensive rights over a minor's data, allowing it to be sold to advertisers and others, without meaningful limitations. *Id.* at 4. In fact, most educational apps sell kids' data to advertising companies. *Id.* at 5. And some terms of service allow even more prurient app behavior. The seemingly benign app such as the Khan Academy education app, for example, allows itself through its terms of service to expose a child to "indecent or objectionable content" with impunity. *Id.*

Similarly, while Applicants offer the SCOTUSBlog app as an example of a harmless app that is needlessly swept in by the Act's regulations, that example proves why regulation is necessary: Google Play rates the app as safe for "Everyone," toddlers included.[8] yet its terms forbid use by anyone under 18, bind the user to arbitration, waive the user's rights to trial by jury and class certification, cap the developer's liability at $50, and require the user to indemnify the developer.[9]There are no innocent contracts here. And the age ratings of all apps can misrepresent their intended audience. Even a Supreme Court news app.

Children do not have the ability to protect themselves from terms-of-service-induced harms on their own. A recent study by student researchers at Boston University's *BUSpark!*, using data from Harvard University's Transparency Hub database of more than 20,000 platform policy documents, found that 86% of terms and conditions required college-level reading proficiency to understand, that most major platforms have eliminated users' right to sue in court, and that the documents have grown longer and more complex over time.[10]

Indeed, the courts in this case themselves recognized these harms. Even as the district court enjoined the ASAA, it agreed that there is a need "to better safeguard

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[8] SCOTUSblog, Google Play, https://bit.ly/4eqfGJw.

[9] Terms of Use, SCOTUSblog, https://www.scotusblog.com/terms/.

[10] Kevin Wrenn *et al.*, *Policy Analytics Dashboard, BU Spark! in collaboration with the Applied Social Media Lab*, Berkman Klein Center for Internet & Society, Harvard University (Mar. 4, 2026), https://analytics.transparency.berkmancenter.org; *see also* Teagan D'Addeo, *Transparency Hub Reveals What You Really Agreed to Online*, Harvard Law School (Apr. 8, 2026), https://hls.harvard.edu/today/transparency-hub-reveals-what-you-really-agreed-to-online.

children when they are on their devices" because "apps collect sensitive data" on the children who use them, leading to privacy concerns for those children. App. 16a, 37a. In staying the effect of the district court's injunction, the Fifth Circuit recognized testimony before the Texas legislature that minors are harmed when they agree to tech contracts that exploit their data and commit them to arbitration provisions, all without the knowledge of their parents, and without understanding the terms. *Id.* at 3a n.6.

The ASAA addresses these harms by recognizing that a vulnerable child's relationship with the Tech Titans at issue in this case is essentially contractual in nature—and applying well-understood principles of contract law to the digital marketplace can help balance the powers between them. For example, the Act codifies the principle that minors cannot enter contracts without parental consent, by requiring parental consent before a minor can agree to an app community's terms of service, and voiding all app contracts with minors unless the parent consented to them. Tex. Bus. & Com. Code §§ § 121.022(d), 121.026(a), 121.056(a)(1). Accordingly, the ASAA brings the common-law wisdom that minors lack the life experiences to understand complex contractual obligations into the digital age—and appropriately places parents in a position to overcome this gap in understanding.

The SEAT applicants question this simple motivation to extend contract-law principles into the digital world, insisting that "[n]o one uttered the word 'contract'" during the debates. SEAT Brief at 20. But that is simply not true. The bill's House sponsor, Representative Caroline Fairly, said so directly. She told the legislature that the bill addressed "two key elements," the first being "contractual agreements": when children

download apps, "they are entering into a contractual agreement," giving their data to Big Tech, "who then sells it online." D. Ct. Dkt. No. 17 at 9; https://perma.cc/D96L-UP95, at 3578.

The ASAA also appropriately places these obligations on app stores because they occupy a powerful position in the marketplace and stand in a unique position to protect children from harmful apps. This is because of the information that app stores possess about the consumer. Apple and Google collect a date of birth from every user when they create an account. For children, that age is confirmed by a parent through Family Sharing or Family Link. For adults, it is confirmed by the credit card on file—because ordinarily only adults hold credit cards. The app stores therefore possess detailed, verified information about a user's age category at the time of every download. Yet before the Act, these tech giants refused to use the tools in their possession to protect children, frequently withholding from developers information that would tell them that they are dealing with a minor. The ASAA reverses that pernicious trend.

II. The ASAA does not infringe on First Amendment Rights.

The ASAA also does not infringe on any First Amendment rights. The Act applies to every kind of app—giving equal treatment to apps that merely provide a flashlight, calculator, or ridesharing services, with those that deliver content, such as music and social media apps. The Act's parental-consent requirements apply to all apps equally. The Act does not target speech, which means the Act does not raise First Amendment concerns.

A. The Act does not trigger First Amendment scrutiny.

This is the key point of departure between this case and *Brown v. Entertainment Merchants Association*, 564 U.S. 786, 821 (2011), which Applicants rely on to suggest that parents cannot be constitutionally permitted to consent to their children's purchases. True, both the ASAA and the law at issue in *Brown* conditioned sales to minors on parental consent. But that is where the resemblance ends. The California law in *Brown* triggered First Amendment scrutiny because it was content-based: The state chose to impose that parental-consent requirement on only one kind of expressive content—*violent* video games—regulating that content differently from other games. But the ASAA makes no such content judgment. It regulates no category of speech differently than others. It attacks no message. It favors no messages over others. It is therefore a huge stretch for Applicants to argue that a law mandating parental signoff for apps—and for which there is no reference to a subject matter of speech—should be subject to the same analysis as *Brown*, which regulated only violent speech.

This case is also different from *Reed v. Town of Gilbert*, 576 U.S. 155 (2015), in which the town disfavored religious over political speech with its signage laws. *Id.* at 156-57. Under *Reed*, a law is content-based when it "applies to particular speech *because of the topic discussed or the idea or message expressed*." *Id.* at 163 (emphasis added). But here, Applicants cannot identify the particular "message," "idea," or "topic" the ASAA disfavors. *Id.* at 156-57. *Reed* thus does not permit the ASAA to be enjoined pending appeal. The ASAA likewise bears no resemblance to the Child Online Protection Act, which the Court

invalidated in *Ashcroft v. ACLU*, 542 U.S. 629 (2004), because that law too singled out one kind of expressive conduct—sexually-explicit materials on the internet—for prohibition.

B. The Act's exceptions do not create content-based distinctions.

The ASAA contains two exceptions to its parental-consent requirements, but these exceptions simply prove the rule of the Act's content neutrality. The first of these exceptions concerns "911"-type of emergency services, which do not have to obtain parental consent for minors to download only if, among other things, those services limit their "data collection to information . . . necessary for the provision of emergency services," do not require "the user to create an account with the software application," and are operated in partnership with a government entity or nonprofit. Tex. Bus. & Com. Code § 121.022(h)(1)(B)–(C). In other words, with this exception, the legislature excepted a handful of apps that do *not* collect and sell large quantities of a user's online data—and have no incentive to abuse child users.

The Act's second exception concerns non-profits that operate college placement tests, but only so long as they comply with Texas's special regulatory scheme for education apps, found in Subchapter D of Texas's Education Code. *See* Tex. Bus. & Com. Code § 121.022(h)(2)(B). Subchapter D prohibits software developers from using a student's data to create profiles of the student, offering targeted advertising to the student, or selling the student's data. Tex. Educ. Code. § 32.152(a). In addition, Subchapter D obligates the developer to "maintain reasonable security procedures and practices designed to protect any covered information from unauthorized access, deletion, use, modification, or disclosure." *Id.* § 32.155(a). In other words, in making this second exception, the legislature

recognized it already had a regulatory system in place for non-profit test placement apps that protected children from contracting risks because such apps were already prohibited from selling the child's data or targeting them with ads. The legislature was not obligated to redundantly cover those apps under ASAA as well.

Applicants' reliance on *Reed*'s exemption analysis is therefore completely misplaced. *Reed* involved a town sign ordinance that permitted temporary political and ideological signs but banned church signs. *Reed*, 576 U.S. at 159-160. The Court correctly held that the ordinance was content-based on its face since church signs were banned because of their express message. *Id.* at 164. But here there is no banned message or content. ASAA regulates apps regardless of their content, message or ideas. As *Reed* stated: "Not 'all distinctions' are subject to strict scrutiny, only *content-based* ones are." *Id.* at 172. Indeed, the Court in *Reed* observed that the town could regulate "many aspects of signs that have nothing to do with a sign's message: size, building materials, lighting, moving parts, and portability," or "'other problems that legitimately call for regulation.'" *Id.* at 173. The ASAA regulates the app-contracting process not what the apps say. Under *Reed*, that ends the inquiry.

In the ASAA, the Texas Legislature included a severability clause as Section 2 to the Act: "[i]t is the intent of the legislature that every provision, section, subsection, sentence, clause, phrase, or word in this Act, . . . is severable from each other." S.B. 2420, 89th Leg., R.S. (Tex. 2025). If any provision makes the Act unconstitutional, the court is to sever the offending portion so the rest of the provisions "may not be affected." This severability clause clearly includes sections 121.022(h)(1)–(2), listing the two exceptions.

Accordingly, if these exceptions create constitutional concerns, then this Court's First Amendment jurisprudence requires that the offending exceptions should be severed allowing the remainder of the law to go into effect. *See Barr v. Am. Ass'n of Political Consultants*, 591 U.S. 610, 624 (2020) ("[A]bsent extraordinary circumstances, the Court should adhere to the text of the severability or nonseverability clause" in a statute.). Texas state law similarly demands that severability clauses be enforced. *See Rose v. Doctors Hospital*, 801 S.W.2d 841, 844-45 (Tex. 1990).

On appeal, the Fifth Circuit therefore properly noted that it could sever the ASAA's two exceptions to allay any constitutional concerns rather than strike down the Act in its entirety. App. 15a. In response to that ruling, CCIA argues in a footnote that severing any offending provisions so the law can, if necessary, be made constitutional is "irrelevant." *CCIA Application* at 31 n.7. And the SEAT Applicants make no argument regarding severability at all. ASAA should not be stayed on such weak claims.

C. At a minimum, the ASAA Passes the Test for Lawful Regulation of Commercial Speech.

The Fifth Circuit correctly concluded that, if the Act *does* regulate speech, the proper standard of scrutiny to apply to determine its constitutionality is the standard for commercial speech. Commercial speech falls within First Amendment protection but does not receive the same level of protection as "other varieties of speech." *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 561-62 (1980).

The only provisions of the ASAA that would potentially regulate speech are those that concern the advertisements of the apps as they appear in the app store. The Act lightly regulates app descriptions (such as whether the app contains "drug use," "nudity," or

"violence") and age ratings—requiring only that they accurately describe the app's content. Tex. Bus. & Com. Code § 121.023.

These prohibitions against knowingly misleading age ratings and requirement for clear content descriptions are classic regulations of commercial speech because both are "speech that does no more than propose a commercial transaction." *United States. v. United Foods, Inc.* 533 U.S. 405, 409 (2001). App store transactions are clearly commercial in nature. After all, as the Fifth Circuit correctly stated, even "free" apps come at a cost: "[T]he 'payment' for apps that are purportedly 'free' is access to user data and private information. Any minor who downloads an app must accept its terms of service, including agreements about how the minor's data is used. . . . Detailed user data, including that of minors, is the lifeblood of the app store monetization ecosystem." App. 3a-4a.

Contrary to what CCIA argues, commercial speech regulations do not receive more rigorous scrutiny because some non-commercial speech is included—especially under a facial challenge. *Cent. Hudson*, 447 U.S at 563 n.5 (rejecting argument that regulation of commercial speech should be treated as a regulation of noncommercial because "[i]t would grant broad constitutional protection to any advertising that links a product to a current public debate"). Indeed, a law covering mailings as commercial speech did not receive stricter scrutiny just because some mailings discussed important public issues such as venereal disease and family planning. *Bolger v. Youngs Drug Prods. Corp.*, 463 U.S. 60, 66 (1983). As the Fifth Circuit properly recognized, were the law otherwise, "any company involved in proposing a commercial transaction could trigger strict scrutiny by incidentally including speech as part of the transaction." App. 5a.

In analyzing commercial speech regulation, this Court's *Central Hudson* case sets out a four-part analysis:

- Does the speech concern "lawful activity and is not misleading"?
- Is the government interest "substantial"?
- Does the regulation advance the government interest?
- And is the regulation more extensive than necessary to serve government interest?

Cent. Hudson, 447 U.S. at 566. The ASAA meets all four criteria.

1. The ASAA Advances the Government's Substantial Interest in Protecting Children.

Even assuming that the ASAA regulates speech concerning "lawful activity and is not misleading," it passes the next two steps. The overarching governmental interest of protecting children is obvious and substantial. This Court has repeatedly "recognized that there is a compelling interest in protecting the physical and psychological well-being of minors." *Sable Commc'ns of Cal. v. FCC,* 492 U.S. 115, 126 (1989); *see also Globe Newspaper Co. v. Super. Ct. for Norfolk Cty.*, 457 U.S. 596, 607 (1982). And protections for children justify more "stringent controls on communicative materials available to youths than on those available to adults." *Erznoznik v. City of Jacksonville*, 422 U.S. 205, 212 (1975).

Differences between children and adults are routinely recognized in the law. Children under 18 cannot vote in federal elections. U.S. Const. amend. XXVI. Similarly, many states restrict the right of children under 18 to marry. *See, e.g.*, Tex. Fam. Code § 2.003(a). States also forbid the sale of otherwise legal products to those under 21. *See, e.g.*, Colo. Rev. Stat. Ann. § 44-3-901 (alcohol); Md. Crim. L. Code § 10-107 (tobacco).

The ASAA's age and app-description regulations clearly advance the government's substantial interest in protecting children by alerting parents of content that could cause their children tangible, real-world harm: the Texas legislature heard powerful testimony about mis-rated apps that harm children. For example, one teen wrote that an app designated as appropriate for teens "is all full of pedophiles" causing her to "feel unsafe on an app made for my age group." Transcript of Texas Senate Committee Hearing, D. Ct. Dkt. No. 7, Ex. Exhibit E-1 at 61. Another app rated appropriate for children 9 and older was described as "creepy" and "very dangerous for children." *Id.* at 66. The ASAA counters these harms by giving parents non-misleading age ratings to allow parents to oversee the app contracts entered by their children.

2. The ASAA Regulates What Is Necessary to Protect Children.

Finally, the fourth part of the *Central Hudson* analysis asks "whether the law is not more extensive than is necessary to serve that [governmental] interest." 447 U.S. 469, 566 (1989). The word "necessary" is not to be "interpreted strictly" and does not impose a least-restrictive-means test. *Bd. of Trs. of State Univ. of N.Y. v. Fox*, 492 U.S. 469, 476–77 (1989). The requirement is not "that there be no conceivable alternative." *Id* at 478. Nearly all restrictions struck down under *Central Hudson's* fourth prong were "substantially excessive." *Id.* at 479. It is therefore "up to the legislature to decide . . . so long as its judgement is reasonable." *Id.* at 489.

The ASAA easily passes the fourth prong. There is a "reasonable" fit between the Act's age and content-based restrictions and its goal of protecting children from exploitive app contracts. The Act reasonably regulates the practice of app stores contracting with

minors outside of the parent's knowledge. To effectuate this, it necessarily requires app stores to verify the app users' age and to provide clear content descriptions and non-misleading age ratings to enable informed parental decisions. The Act does not ban children from downloading or using age-inappropriate apps entirely but merely interposes parents as the gateway to obtain them, and arms parents with the information necessary to accurately weigh their risks. The regulation is "in proportion to the interest served," recognizing that parents are in the best position to understand the risks that apps present to their children. *Fox*, 496 U.S. at 490 (internal citation omitted). The Act applies in a content-neutral manner to all apps, exempting only two types of non-profit apps which ensure that, among other requirements, they are not used to gather and sell the user's data.

The Act's modest age-rating and app-description regulations are further justified by the purpose they serve of protecting children. This Court has long recognized that what constitutes "obscene material" is different for children and adults. *See Ginsberg v. State of New York*, 390 U.S. 629, 634–35 (1968) (upholding law restricting minor access to explicit material that was not obscene for adults). As a result, the government may constitutionally require age verification on the internet before an adult can access material that is not obscene to that adult. *Free Speech Coalition v. Paxton*, 606 U.S. 461 (2025) (upholding Texas law requiring commercial websites to verify age of visitors for material obscene only to minors). This is yet another reason that the Act's age-rating and content regulations are reasonable.

D. Existing Parental Controls Are Not a Viable Alternative.

Applicants offer no less-restrictive alternative that will serve the Act's goals other than the voluntary parental controls a few of its members make commercially available. For nearly two decades, technology companies have been making arguments that such parental controls should be deemed adequate substitutes for enforceable law. Experience has proved otherwise.

The industry's parental controls have proven demonstrably ineffective for three reasons: They are overly complex, easily evaded, and systematically unreliable.

Only 47% of parents use parental controls on smartphones, the primary device children use to access apps.[11] This is because the industry has made parental controls notoriously difficult to use. Amicus Protect Young Eyes felt it necessary to publish a 50-page guide with screenshots showing the dozens of sequential steps required to configure Apple's Screen Time parental controls. Even after following the 50-page guide, the controls are still riddled with loopholes and backdoors.

Equally important, parental controls cannot overcome the structural forces that undermine them. The American Academy of Pediatrics therefore reached the conclusion parental controls do not work shortly after the district court issued its injunction. In January 2026, after reviewing hundreds of studies spanning more than two decades, the Academy released updated guidance concluding that individual screen-time limits and parental controls cannot overcome the structural forces that digital platforms deploy

[11] Family Online Safety Institute & Ipsos, *Connected and Protected: Insights from FOSI's 2025 Online Safety Survey* (May 28, 2025), https://fosi.org/research/connected-and-protected-insights-from-fosis-2025-online-safety-survey/.

against children. As Dr. Tiffany Munzer explained, "Powerful systemic factors shape children's digital experiences, and that's exactly why companies and policymakers must share the responsibility."[12]

Furthermore, the tech companies frequently undermine their own parental controls. Until recently, for example, Google systematically undermined the controls that parents set up on their children's phones by emailing every child on their thirteenth birthday with instructions on how to remove those parental controls without parental consent.[13] Google did not stop this practice until earlier this year.

These counter-productive efforts have an obvious explanation: App stores build parental controls the same way they build everything else: to maximize revenue. They collect a commission on every transaction a child completes. Controls that actually work reduce that revenue. This Court should be skeptical that a commercial product (that a company has a financial incentive to weaken) will be more effective in protecting children than a law. An app with infinite scroll, push notifications, and algorithmically targeted content rated safe for young children will reach the widest possible audience and generate maximum advertising revenue and in-app purchases. Apple and Google do not have a financial incentive to reduce that flow of money.

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[12] Tiffany Munzer *et al.*, Council on Communications and Media, *Digital Ecosystems, Children, and Adolescents: Policy Statement, Pediatrics* 157(2), e2025075320 (Feb. 2026).

[13] Jaryn Crouson, *Google Reverses Policy on Emailing Kids How to Remove Parental Controls After Backlash*, Daily Caller (Jan. 16, 2026), https://dailycaller.com/2026/01/16/google-reverses-policy-on-emailing-kids-how-to-remove-parental-controls-after-backlash/.

Digital platforms are deliberately built to maximize engagement through persistent notifications and frictionless access. Those design choices routinely overpower parental intent, even when parents are actively trying to set limits. Furthermore, the industry's voluntary practices can always change. A company like Google that quits profitable conduct to further its litigation position can resume that conduct the moment the suit ends. These ephemeral promises are no substitute for legal mandates.

The problem is not inattentive parents; the problem is a system engineered to defeat them. Parents need the force of law to stop tech companies from exploiting children, given the tools tech companies offer have proved insufficient. For exactly these reasons, this Court in *Free Speech Coalition*, 606 U.S. at 461, rejected the argument that the industry's parental controls and content-filtering software were sufficient alternatives to Texas's law requiring age-verification for websites distributing obscene content to minors. The court below properly rejected these same arguments. And there is no reason for this Court to disturb its judgment.

III. The equities favor parents' right to protect their children over the app industry's efforts to sell things to them.

As the Court weighs the equities in determining the Applicants' request for a stay, amici urge the Court to consider three points:

First, the burden on the app stores to comply with the Act is minuscule. Apple's and Google's app stores already collect every user's birthdate during account creation. Every account belonging to a child under age 13 is already linked to a parent through Apple's Family Sharing or Google's Family Link. The moment any app is downloaded, Apple and

Google know whether the user is a child. But they withhold that critical information from app developers. The Act stops that.

The Act will also be easy to implement. Technology now exists that permits Apple and Google to privately and seamlessly communicate the age range of a user downloading an app from the app store to the app developer.[14] Apple has deployed exactly that tool, its Declared Age Range API, for developers distributing apps in Australia, Brazil, and Singapore, where age assurance is already required.[15] In anticipation of the Act taking effect, both Apple and Google announced that they would make similar age-range communication tools available to all developers here.[16] The moment the district court enjoined the Act, they withdrew those tools.[17] And once the Fifth Circuit stayed the injunction, they activated them again.[18] Applicants have presented no concrete evidence on

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[14] Apple, *Share Age Ranges with Apps on iPhone*, Apple Support, https://support.apple.com/guide/iphone/share-age-ranges-with-apps-iphe56aab53d/ios.

[15] Apple, *Age requirements for apps distributed in Brazil, Australia, Singapore, Utah, and Louisiana*, https://developer.apple.com/news/?id=f5zj08ey.

[16] Apple, *New Requirements for Apps Available in Texas*, Apple Developer News (Oct. 8, 2025), https://developer.apple.com/news/?id=btkirlj8.

[17] Apple, *Update on Age Requirements for Apps Distributed in Texas*, Apple Developer News (Dec. 23, 2025), https://developer.apple.com/news/?id=8jzbigf4.

[18] Google, *Changes to Google Play for Upcoming App Store Bills for Users in Applicable US States*, Play Console Help, https://bit.ly/44stehu. Apple, *Update for Apps Distributed in Texas*, Apple Developer News (June 3, 2026), https://developer.apple.com/news/?id=sg176nne.

that the costs of these tools would have any material impact on Apple's and Google's bottom lines. That is because there will be none.

Second, the industry is not united in its views on the difficulty of complying with Act. Several major tech companies, including Spotify and Meta, filed an amicus brief with the trial court in *favor* of the ASAA, explaining that it offered a "workable, commercially reasonable approach" and that "the balance of equities and public interest favor allowing ASAA to take effect." Amicus Brief by Coalition for a Competitive Mobile Experience (D. Ct. Dkt. No. 59), at 1 & 10.

Finally, and perhaps most fundamentally, in considering the Applicant's constitutional concerns, the Court should consider the countervailing constitutional rights of parents. Applicants claim the right to sell and distribute products that affect the mental health of teenagers and even young children, without a parent ever knowing or consenting to the sale, all in the name of vaunted First Amendment rights.

The Constitution does not give for-profit companies such unfettered right to sideline parents in their zeal to sell harmful products to children. On the contrary, the SEAT applicants recognize that a parent's right to raise and protect their children is "perhaps the oldest of the fundamental liberty interests recognized" by the Constitution. SEAT Application at 36 (quoting *Troxel v. Granville*, 530 U.S. 57, 65 (2000)).

In *Mirabelli v. Bonta*, 146 S. Ct. 797 (2026), this Court emphasized on its emergency docket the importance and constitutional foundations of that essential parental right. *Mirabelli* concerned a California policy that prevented schoolteachers from telling parents their child was transitioning genders. This Court enjoined enforcement of the policy while

litigation proceeded in the lower courts, recognizing that the parents were likely to eventually prevail in their challenge to the policy's constitutional validity. In doing so, the Court reaffirmed that "[u]nder long-established precedent, parents—not the State—have primary authority with respect to 'the upbringing and education of children.'" *Id.* at 803. And "the right protected by these precedents includes the right not to be shut out of participation in decisions regarding their children's mental health." *Id.*

The constitutional rights of parents (which all the Court's factions in *Mirabelli* accepted) apply with equal force here. In weighing the equities for a stay, this Court should ensure that parents' rights to protect their children are favored over the rights of private corporations to sell harmful products to them.

CONCLUSION

For too long, parents have been expected to do the impossible—monitor every app, every update, every risk—while app stores profit off their kids. The ASAA sets up commonsense guardrails while ensuring that parents and guardians have the final say. S.B. 2420 does this in a way that does not overly burden app stores or users and finally gives parents the tools they need to parent in digital spaces.

Please do not reinstate the district court's overbroad order enjoining the ASAA, as the lower court did not consider that its order infringed on a parent's rights to raise a child, to know what their child was accessing digitally, and to determine if the child should obligate herself to a particular apps' contractual terms of service.

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Respectfully submitted,

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