

CAUSE NO. 380-09751-2025

THE STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
SAMSUNG ELECTRONICS AMERICA, INC,	§	COLLIN COUNTY, TEXAS
<i>Defendant.</i>	§	380TH JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

On this day, Plaintiff, the State of Texas (hereinafter “the State of Texas”), through Attorney General Ken Paxton; and Defendant Samsung Electronics America, Inc. (“Defendant”) (collectively, the “Parties”), submitted this Agreed Final Judgment to the Court for approval. By the duly authorized signatures subscribed to the Judgment, these Parties represent to the Court that they agree to the terms of this Agreed Final Judgment and Permanent Injunction.

The Court FINDS that it has jurisdiction over this matter pursuant to Tex. Civ. Prac. & Rem. Code §§ 15.002(a)(1); and 17.001–093.

The Court FURTHER FINDS that, after reviewing the pleadings on file, and the agreement of the Parties, this Agreed Final Judgment and Permanent Injunction to be meritorious, proper, necessary, and in the best interest of justice.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that the Parties, their officers, agents, servants, employees, and all other persons acting in concert or participation with them, on their behalf, or under their control, whether directly or indirectly, are bound herein to the following provisions:

DEFINITIONS

1. As used in this Agreed Final Judgment and Permanent Injunction, the words and terms set forth below shall have the following meanings:

- a. **“Agreed Final Judgment”** or **“Judgment”** means this Agreed Final Judgment.
- b. **“Effective Date”** means the date this Judgment is signed and entered by the Court.
- c. **“Plaintiff”** means the State of Texas.
- d. **“Defendant”** means Samsung Electronics America, Inc.
- e. **“Parties”** means Defendant and Plaintiff, collectively.
- f. **“Affiliate(s)”** of a Party means a corporation, partnership, joint venture or other entity that controls, is controlled by, or is under common control (directly, indirectly or through one or more intermediaries, if any) with such Party, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity, whether through the ownership of voting securities, by contract or otherwise.
- g. **“Affirmative Express Consent”** means any freely given, specific, informed, and unambiguous indication of an individual consumer’s wishes demonstrating agreement by the individual, such as by an affirmative action, following a Clear and Conspicuous disclosure to the individual of: (1) the Viewing Data that will be collected; (2) the purpose(s) for which the Viewing Data is being collected, used, or disclosed; and (3) a simple, easily-located means by which the consumer can withdraw consent and that describes any limitations on the consumer’s ability to withdraw consent.
- h. **“Clear(ly) and Conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
 - i. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented.
 - ii. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
 - iii. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

- iv. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears.
 - v. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
 - vi. The disclosure must provide enough information or explanation.
- i. **“Consumer”** means an individual who is a resident of this state acting only in an individual or household context. The term does not include an individual acting in a commercial or employment context.
- ii. **“Covered Conduct”** means the conduct described or alleged in Plaintiff’s Petitions in this Litigation.
- j. **“Smart TV”** means any television sold by Defendant in Texas that can connect to the internet.
- k. This **“Litigation”** means *The State of Texas vs. Samsung Electronics America, Inc. and Samsung Electronics Co., Ltd.*, in the District Court of 380th Judicial District, Collin County, Texas, Cause No. 380-09751-2025.
- l. **“Viewing Data”** means any information or data collected or planned to be collected 180 days after the Effective Date from a Consumer’s Smart TV via automatic content recognition technology that reveals household level viewing behaviors or content preferences, or any report or data derived therefrom.
- m. **“Viewing Information Services”** means Defendant’s optional feature that, if enabled by a Consumer, allows for the collection of Viewing Data from Smart TVs.

PARTIES BOUND

- 2. This Agreed Final Judgment and Permanent Injunction is binding upon the Parties and their agents, representatives, successors, divisions, subsidiaries, officers, and all other persons acting in concert with them. Any change in the ownership or corporate status of Defendant shall in no way alter the scope of this Agreed Final Judgment and Permanent Injunction.

3. Nothing in this Agreed Final Judgment and Permanent Injunction shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreed Final Judgment and Permanent Injunction.

4. The stipulations and injunctions in this Agreed Final Judgment and Permanent Injunction shall have effect for five (5) years after the Effective Date, and on the fifth anniversary of the Effective Date, shall expire and automatically terminate.

AFFIRMATIONS

5. This Agreed Final Judgment and Permanent Injunction resolves any and all claims based on the facts alleged in the State's Petition filed in this cause.

6. Neither the Parties' agreement nor any act performed pursuant to such is, or may be deemed, an admission of wrongdoing, fault, omission, or liability.

STIPULATIONS

7. The Parties stipulate that venue is proper in Collin County, Texas, for the Litigation and for all matters relating to or arising out of this Agreed Final Judgment and Permanent Injunction.

8. For purposes of this Final Judgment and Permanent Injunction only, the activities of Defendant constitutes trade and/or commerce.

9. Defendant stipulates that Viewing Data collected from Consumers has not and will continue to not be transmitted in any form from the U.S. to the People's Republic of China.

10. Entry of this Agreed Final Judgment and Permanent Injunction is in the public interest.

11. Nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or regulation, or of any other matter of fact or law, or of any liability or

wrongdoing. This Agreed Final Judgment and Permanent Injunction was entered into solely to allow the Parties to avoid loss of time and resources in the Litigation.

12. The Parties acknowledge that the terms of this Agreed Final Judgment and Permanent Injunction are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rule of Civil Procedure 683.

13. The Parties acknowledge their shared goal of promoting transparent data privacy practices.

14. The State of Texas recognizes Samsung's proactive efforts to implement strong data privacy practices, including measures that exceed industry norms.

15. The Parties agree that collaboration, rather than protracted litigation, best serves Consumers and supports the advancement of transparent data privacy practices across the television manufacturing industry.

PERMANENT INJUNCTION

16. **IT IS ORDERED** that a permanent injunction be issued, restraining and ordering Defendant, its successors, assigns, officers, directors, agents, employees, attorneys, and all other Affiliates from engaging in the following acts or practices as they relate to the collection and processing of Viewing Data as of 180 days from the Effective Date of this Agreed Final Judgment and Permanent Injunction:

- a. Defendant shall not collect or process or otherwise offer services using Viewing Data without obtaining Consumers' Affirmative Express Consent.

- b. Defendant will obtain Consumers' Affirmative Express Consent (1) at the time of or immediately after the Viewing Data disclosure is made and (2) upon any material changes to the terms are disclosed.

17. **IT IS FURTHER ORDERED** that before the Consumer consents to the collection and processing of Viewing Data, Defendant must, within 30 days after the Effective Date:

- a. Update model year 2025 Smart TV onboarding consent screens to include a Clear and Conspicuous summary of Defendant's use of Viewing Data. Such Clear and Conspicuous summary shall contain language substantially similar to the following: "Viewing Information Services uses Automatic Content Recognition technology to identify and analyze content on your device."
- b. Update the Viewing Information Services notice available on Defendant's website and Smart TVs to display an additional summary of Defendant's use of Viewing Data at the top of such notice.

18. **IT IS FURTHER ORDERED** that before the Consumer consents to the collection and processing of Viewing Data, Defendant must, within 180 days after issuance date of this Judgment:

- a. Clearly and Conspicuously provide notice to the Consumer of Viewing Information Services on an individual screen that is separate and apart from any “privacy notice,” “terms of service,” or other similar notice displayed during the onboarding process of model year 2026 and subsequent models.
- b. If technical limitations cause a reasonable delay of implementation of such notice, Defendant shall notify the State of the circumstances and anticipated date of completion.

MODIFICATIONS

19. This Agreed Final Judgment and Permanent Injunction may be modified upon the written consent of all the Parties and the consent of the Court. All modifications of this Agreed Final Judgment and Permanent Injunction shall become effective as of the date of approval and entry by this Court.

20. Notwithstanding the foregoing, if changes in technology, law, or other circumstances justify modification of this Agreed Final Judgment and Permanent Injunction, the Parties shall confer in good faith. If the Parties are unable to agree on a reasonable modification, either Party may return to this Court for a resolution of such dispute at any time.

RETENTION OF JURISDICTION

21. Jurisdiction is retained by this Court for the purpose of enabling the State of Texas or Defendant to apply for such further orders and directions as may be necessary or appropriate for the construction, modification, and termination of the provisions herein, or execution of this

Agreed Final Judgment and Permanent Injunction, including civil enforcement of this Final Judgment as well as addressing any violation of this Final Judgment.

GENERAL PROVISIONS

22. This Agreed Final Judgment and Permanent Injunction constitutes the entire agreement between the Parties and supersedes any and all prior agreements and understandings between the Parties, if any.

23. This Agreed Final Judgment and Permanent Injunction may be executed in multiple counterparts, which together shall constitute a single original instrument. Any executed signature page to this Agreed Final Judgment and Permanent Injunction may be transmitted by facsimile or email to the other Party, which shall constitute an original signature for all purposes.

24. Each of the undersigned representatives of a Party to this Agreed Final Judgment and Permanent Injunction certifies that he or she is fully authorized to enter into the terms and conditions of the Agreed Final Judgment and Permanent Injunction and to legally execute and bind that Party to this Agreed Final Judgment and Permanent Injunction. The Parties to this Agreed Final Judgment and Permanent Injunction further agree that no term of this Order shall be construed against any Party on the basis of who drafted the term.

25. If any provision of this Agreed Final Judgment and Permanent Injunction is held to be invalid or unenforceable, the remainder of the Agreed Final Judgment and Permanent Injunction shall continue in full effect and shall in no way be impaired or invalidated.

26. The State of Texas shall be allowed such writs and processes as may be needed for the enforcement of this Agreed Final Judgment and Permanent Injunction.

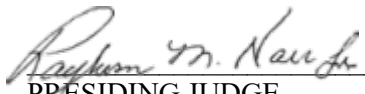
27. The State of Texas is not required to file a bond in support of this Agreed Final Judgment and Permanent Injunction or in any enforcement of the Agreement Final Judgment and Permanent Injunction.

28. All relief not expressly granted herein is denied.

29. Upon entry of this Agreed Final Judgment and Permanent Injunction, the State of Texas hereby releases and discharges Defendant and its Affiliates, and all of their respective past or present officers, directors, employees, owners, and representatives from any and all claims, civil causes of action, demands, damages, restitution, penalties, remedies, fines, actions, and other causes of action that the State of Texas brought or could have brought relating to the Covered Conduct, including claims under the Texas Data Privacy and Security Act.

Order shall issue. This final order disposes of all parties and all claims in this cause.

SIGNED this _____ day of 2/27/2026, 2026.



PRESIDING JUDGE

APPROVED AS TO THE FORM AND SUBSTANCE AND ENTRY REQUESTED:

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/s/ Jerry Bergman

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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Mary Clarkson on behalf of Jerry Bergman

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Envelope ID: 111760890

Filing Code Description: Proposed Order

Filing Description: Agreed Final Judgment and Permanent Injunction

Status as of 2/27/2026 1:01 PM CST

Associated Case Party: State of Texas

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Associated Case Party: Samsung Electronics America, Inc.

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Associated Case Party: Samsung Electronics America, Inc.

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