

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, ex. rel.
LYNN FITCH, ATTORNEY GENERAL

PLAINTIFF

Cause. No. 2023-1205

v.

META PLATFORMS, INC.,
INSTAGRAM, LLC,
METAL PAYMENTS, INC., and
META PLATFORM TECHNOLOGIES,
LLC

DEFENDANTS

CONSENT JUDGMENT AND ORDER

WHEREAS, Plaintiff, the State of Mississippi (the “State”), by and through its attorneys, the Office of the Attorney General, filed a Complaint in this action on October 24, 2023, and then filed its First Amended Complaint on January 3, 2024 (the “Complaint”) against Meta Platforms, Inc. (“Meta”), Meta Payments Inc., Meta Platforms Technologies, LLC and Instagram, LLC (collectively, the “Defendants”).

WHEREAS, the State alleges in relevant part that the Defendants engaged in, and are engaging in, unfair or deceptive acts and practices in violation of the Mississippi Consumer Protection Act (“MCPA”), Miss Code Ann. § 75-24-1 et seq., including but not limited to designing its social media platforms, Facebook and Instagram, to entice, engage, and ultimately ensnare youth and teens. The Plaintiffs allege that Defendants have repeatedly misled the public about the dangers of its platforms and ignored the damages these platforms have caused to the mental and physical wellbeing of Mississippi’s youth.

WHEREAS, Defendants deny the allegations against them and that they have any liability to the State.

WHEREAS, the State and the Defendants (each a “Party,” and together the “Parties”) intend to resolve the claims alleged in the Complaint through the entry of this Consent Judgment based on a Settlement Agreement (“Agreement”) among the Parties, and among additional states (collectively “Settling States”), concerning the conduct alleged in the Complaint and in similar actions, in which, among other things, Defendants commit to establishing daily limits and blocks on nighttime use for teenage users of the Defendants’ Social Media Platforms (currently Facebook and Instagram), enhanced age assurance measures to prevent children from accessing either those platforms or age-restricted content available on those platforms, and requiring additional tools to help parents and guardians to protect their children online, and requires Defendants to make payments to the State as set forth herein.

WHEREAS, the Parties have agreed to resolve the claims alleged in the Complaint without the need for further litigation through this Consent Judgment.

WHEREAS, this Consent Judgment (referred to herein as the “Consent Judgment”) settles and resolves Defendants’ alleged violations of state law as more fully described in the Complaint including by providing certain injunctive and monetary terms to the State.

NOW, THEREFORE, without the final adjudication of issues of fact and law, and with the consent of the Parties, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

I. JURISDICTION AND VENUE

A. The State is represented by the Office of the Attorney General, Lynn Fitch, the chief law enforcement officer of the State.

B. The Attorney General is authorized under Miss Code Ann. § 75-24-9 et seq. to bring an action in the name of the State to enforce the MCPA. The MCPA authorizes the Attorney

General to seek injunctive and other equitable relief, as well as other remedies including restitution, civil penalties, attorneys' fees, expenses, and costs.

C. The Defendants are Meta Platforms, Inc., ("Meta") Meta Payments Inc., Meta Platforms Technologies, LLC and Instagram, LLC.

D. The Parties agree that the Court has jurisdiction over the subject matter of this action and over the Parties with respect to this action and this Consent Judgment. This Consent Judgment shall not be construed or used as a waiver of any jurisdictional defense that Defendants, or any other Released Party may raise in any other proceeding. Defendants reserve their right to challenge venue or jurisdiction in any matter that does not arise from the entry, enforcement, or modification of the Consent Judgment.

II. APPLICABILITY

A. This Consent Judgment incorporates all terms of the Agreement in their entirety to the extent they pertain to the Parties as defined above. Where there is any conflict between this Consent Judgment and the Agreement, the term or terms of the Agreement shall control.

B. Nothing in this Consent Judgment, or the Agreement, shall create or give rise to a private right of action of any kind or create any right in a non-party to enforce any aspect of this Consent Judgment or the Agreement or claim any legal or equitable injury for a violation of this Consent Judgment or the Agreement. The exclusive right to enforce any violation or breach of this Consent Judgment shall be with the Parties to this Consent Judgment and the Court.

C. The obligations of this Consent Judgment apply to and are binding upon the State and the Defendants, and any of their respective successors, assigns, or other entities or persons otherwise bound by law.

D. Defendants shall do all things within their power and authority to ensure that any legal successor or assign of Defendants shall remain jointly and severally liable for the payment and other performance obligations hereunder. Defendants shall include an agreement to so remain liable in the terms of any sale, acquisition, merger, or other transaction changing the ownership or control of the Defendants, to which any of them is a party, and no change in the ownership or control of Defendants shall affect the obligations hereunder of Defendants without modification of this Consent Judgment.

E. No Party may assign or otherwise convey any right to enforce any provision of this Consent Judgment or the Agreement.

F. Defendants shall provide a copy of this Consent Judgment to the members of Meta Platforms, Inc.'s Board of Directors and executives whose duties might reasonably include compliance with, or oversight over compliance with, any provision of this Consent Judgment. Defendants shall also ensure that the terms of this Consent Judgment and the Agreement are duly communicated to any of their contractors, agents, and employees to the extent that their duties include compliance with any provision of the Consent Judgment and the Agreement.

G. In any action to enforce this Consent Judgment, Defendants shall not raise as a defense the failure by any of their respective officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

III. DEFINITIONS

The "Definitions" set forth in the Agreement (a copy of which is attached hereto as Exhibit A) are incorporated herein by reference into this Consent Judgment. The State is a "Settling State" within the meaning of the Agreement. Unless otherwise defined herein, capitalized terms in this Consent Judgment shall have the same meaning given to them in the Agreement.

IV. VOLUNTARY ACT OF THE PARTIES

Each Party warrants and represents that it negotiated the terms of the Agreement and this Consent Judgment in good faith and with assistance of counsel. Each of the Parties and signatories to this Consent Judgment warrants and represents that it freely and voluntarily entered into this Consent Judgment without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Consent Judgment and the Agreement incorporated by reference into, and made a part of, this Consent Judgment) was made to them to induce them to enter into the Agreement or this Consent Judgment.

V. INJUNCTIVE AND OTHER EQUITABLE RELIEF

The injunctive obligations set forth in Section II of the Agreement are incorporated by reference into, and made a part of, this Consent Judgment.

VI. AUDIT

The audit provisions of Section III of the Agreement are incorporated by reference into, and made a part of, this Consent Judgment.

VII. RELEASE

The release provisions of Section IV of the Agreement are incorporated by reference into, and made a part of, this Consent Judgment.

VIII. PAYMENTS

A. The monetary relief provisions of Section VI of the Agreement are incorporated by reference into, and made a part of, this Consent Judgment.

B. Out of the Guaranteed Installment Payments to be paid to the Settling States, Meta shall pay \$188,977,259 to Mississippi in installments as set forth in the Settlement Agreement. Out of the Cambridge Settlement Amount, Meta shall pay Mississippi \$6,106,221.17 pursuant to

Section VI.E of the Agreement to resolve legal claims not addressed in the Complaint. Payments shall be made by wire pursuant to instructions provided by the Mississippi Attorney General's Office. Said payments shall be deposited into the Attorney General of Mississippi Contingent Fund with the expectation that it shall be used, after expenses paid, for the following purposes according to Settlement Agreement Section VI.G.:

1. The balance of payments made in Calendar Year 2026 after expenses paid shall be allocated entirely to the Mississippi Department of Mental Health for mental health programs targeting but not limited to youth 12 through 18 years of age, including through cooperative programs with Mississippi K-12 schools.
2. \$6,897,725.88 per Annual Guaranteed Meta Installment starting January 2027 shall be allocated to the Mississippi Department of Mental Health for mental health programs targeting but not limited to youth 12 through 18 years of age, including through cooperative programs with Mississippi K-12 schools.
3. \$6,000,000 per Annual Guaranteed Meta Installment starting January 2027 shall be allocated to the Mississippi Department of Wildlife, Fisheries, and Parks for new playgrounds, parks, sporting courts or fields, or other outdoor recreation facilities, or improvements thereof, across the State of Mississippi, including through cooperative programs with Mississippi K-12 schools and local governments, targeting but not limited to youth 12 through 18 years of age.
4. \$6,000,000 per Annual Guaranteed Meta Installment starting January 2027 shall be allocated to the Mississippi Department of Education for afterschool and school break learning opportunities and programming across the State of Mississippi, in cooperation with the Mississippi Department of Human Services.

5. Parameters and structure of said programs in sections 1-4 to be established in consultation with the Governor of Mississippi and the Mississippi Attorney General.

The Contingency Payment shall be made by wire pursuant to instructions provided by the Mississippi Attorney General's Office. Said payment shall be deposited into the Attorney General of Mississippi Contingent Fund with the expectation that it shall be used, after expenses paid, according to the parameters in Section VI.G. of the Settlement Agreement and as indicated above.

IX. MISCELLANEOUS PROVISIONS

A. The Parties will follow the processes described in Section VIII of the Agreement to resolve any disputes over the interpretation or application of the Agreement or this Consent Judgment. The Court retains jurisdiction of this Consent Judgment and the Parties hereto for the purpose of enforcing and modifying this Consent Judgment.

B. Unless otherwise specified in the Agreement, the obligations of this Consent Judgment shall expire ten (10) years from the Effective Date. Upon expiration, the Parties shall have no further obligations under this Consent Judgment or the Agreement.

C. This Consent Judgment and the Agreement were entered into for settlement purposes only and do not constitute an admission by Defendants of any liability, wrongdoing, or violation of any local, state, federal, or international law. The obligations, product modifications, and concessions set forth therein are explicitly limited to the Settling States. Nothing in this Consent Judgment or the Agreement shall be construed to apply to, establish a standard of care for, or serve as precedent in any non-participating U.S. state or any international jurisdiction whatsoever.

D. It is the intent of the Parties that this judgment not be admissible in other cases against Defendants or binding on Defendants in any respect other than in connection with the enforcement of this Consent Judgment or the Agreement. For the avoidance of doubt, nothing herein shall prohibit Defendants from entering this Consent Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) Defendants' right to coverage under an insurance contract or (2) the enforcement of the releases provided for by this Consent Judgment and the Agreement.

E. This Consent Judgment shall not be construed or used as a waiver or any limitation of any defense otherwise available to Defendants in any other pending or future legal, regulatory, or administrative action or proceeding, or Defendants' right to defend themselves from, or make any arguments in, any individual or class claims or suits or any other governmental or regulatory action relating to the subject matter or terms of this Settlement. Nothing in this Consent Judgment shall preclude Defendants from challenging any federal, state, or local law, rule, regulation, or guidance, whether presently enacted or enacted in the future.

F. Except as otherwise provided in the Agreement, including with respect to the Cost Fund Payment, each Party shall be responsible for the payment of its own fees, expenses, and disbursements and those of its respective agents, representatives, and counsel that have arisen, could have arisen, or that may arise in connection with the Actions, including fees, expenses, and disbursements related to this Consent Judgment or the Agreement.

G. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Consent Judgment

on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.

H. The Parties may wish to execute an amended Agreement for clarification or other purposes. Subsequent to its entry, this Consent Judgment may be modified by order of this Court, including pursuant to a stipulation of the Parties.

X. FINAL DISPOSITION

A The Agreement, and the settlement set forth therein, are hereby approved in all respects, and all claims by the State in this action are fully and finally resolved through entry of this Consent Judgment.

B Each Party waives all rights to appeal this Final Judgment and all orders to date arising from the action.

C The Court finds that the Parties to this Consent Judgment have full and complete authority to enter into the binding and fully effective settlement of this action, and that the proposed resolution is fair, reasonable, and equitable and does not violate the law or public policy.

D Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a final judgment of the Court as to the Parties.

E Any filing or related court costs imposed shall be paid by the State from the Settlement proceeds.

IT IS SO ORDERED, JUDGMENT is hereby entered in accordance with the foregoing.

By the Court:



CHANCELLOR

Dated: September 14, 2026

The Undersigned Parties enter into this Consent Judgment in the matter of *State of Mississippi v. Meta Platforms, Inc. et al.*

PLAINTIFF,
STATE OF MISSISSIPPI
LYNN FITCH, ATTORNEY GENERAL

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