

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
TEXAS, MARSHALL DIVISION

Secure Wi-Fi LLC v. Samsung Electronics Co., Ltd. and Samsung
Electronics America, Inc.

Secure Wi-Fi · No. 2:24-CV-00047-JRG · Decided December 30, 2025

SUMMARY

The United States District Court for the Eastern District of Texas denied Samsung’s motion for reconsideration of the Court’s prior ruling concerning the parties’ agreement not to refer to the financial terms of the TechLok/Secure Wi-Fi Agreement. The Court held that Samsung had not shown a manifest error of law or fact and was effectively estopped from disputing the stipulation after failing to object when it was stated in open court and later memorialized in a court order.

CASE DETAILS

COURT	United States District Court for the Eastern District of Texas, Marshall Division
WRITING FOR THE COURT	Rodney Gilstrap
JURISDICTION	United States District Court for the Eastern District of Texas, Marshall Division
DECIDED	December 30, 2025
DOCKET	2:24-CV-00047-JRG
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 59(e) for reconsideration of the Court's prior decision refusing to modify a pretrial stipulation concerning the parties' use at trial of the financial terms of the TechLok/Secure Wi-Fi agreement.
STANDARD OF REVIEW	A Rule 59(e) motion is appropriate only to correct a manifest error of law or fact, address newly discovered or previously unavailable evidence, prevent manifest injustice, or account for an intervening change in controlling law. The district court has considerable discretion in granting or denying such relief.
PRECEDENTIAL VALUE	Unpublished district court memorandum opinion and order; persuasive value only.

PARTIES

Samsung Electronics Co., Ltd., Samsung Electronics America, Inc. v.
Secure Wi-Fi LLC

TOPICS

motion for reconsideration

civil procedure

waiver

contracts

commercial litigation

PRACTICE AREAS

civil procedure

commercial litigation

contracts

QUESTIONS PRESENTED

1. Whether Defendants demonstrated a manifest error of law or fact warranting reconsideration under Federal Rule of Civil Procedure 59(e).
2. Whether Defendants could dispute or modify the stipulation concerning the financial terms of the TechLok/Secure Wi-Fi agreement after failing to object when the stipulation was stated in open court and later memorialized by the Court.

HOLDINGS

1. Defendants failed to establish a manifest error of law or fact, newly discovered or previously unavailable evidence, manifest injustice, or an intervening change in controlling law; therefore, reconsideration was unwarranted.
2. Defendants were effectively estopped from disputing the stipulation after failing to object when it was stated in open court and memorialized by the Court.

KEY QUOTATIONS

“The agreement to be read in the record is that neither party is going to refer to the financial terms of the TechLok/Secure Wi-Fi agreement.” (Dkt. No. 157 at 124)

“An email 60 days later in effect saying “we were asleep at the switch” does not warrant reopening this matter.” (Section III)

FACTUAL BACKGROUND

At the pretrial conference, Plaintiff's counsel represented in open court that the parties agreed not to refer to the financial terms of the TechLok/Secure Wi-Fi agreement at trial. Approximately ten attorneys for Samsung were present, and the agreement was later memorialized in the Court's pretrial order. Samsung received the transcript and the memorializing order but did not object until December 3, 2025, shortly before trial, asserting that the agreement had been intended to apply only to expert references.

PROCEDURAL HISTORY

At an October 1, 2025 pretrial conference, Plaintiff's counsel stated on the record that neither party would refer to the financial terms of the TechLok/Secure Wi-Fi agreement. The Court memorialized that agreement in a

subsequent pretrial order. Defendants later asserted that the agreement had been mischaracterized and sought to modify the ruling; the Court rejected that request in a December 3, 2025 email decision. Defendants then filed the present motion for reconsideration, which the Court denied.

DISPOSITION

other

CASES CITED

- In re Transtexas Gas Corp., 303 F.3d 571, 581 (5th Cir.)
- Templet v. HydroChem Inc., 367 F.3d 473, 479 (5th Cir.)
- Allstate Ins. Co. v. Herron, 634 F.3d 1101, 1111 (9th Cir.)
- Schiller v. Physicians Res. Grp. Inc., 342 F.3d 563, 567 (5th Cir.)

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