

	CAUSE NO. _____	
THE STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
v.	§	NUECES COUNTY, TEXAS
	§	
SONY CORPORATION OF AMERICA;	§	
and SONY ELECTRONICS, INC.	§	
<i>Defendants.</i>	§	
	§	____ JUDICIAL DISTRICT

**TEXAS' ORIGINAL PETITION AND APPLICATION
FOR PERMANENT INJUNCTION**

Sony's Smart TVs are watching you back. Sony Smart TVs aren't just entertainment devices—they're a mass surveillance system sitting in millions of American living rooms. What consumers were told would enhance their viewing experience actually tracks, analyzes, and sells intimate details about everything they watch. Through Automatic Content Recognition (ACR) technology, Sony secretly monitors what consumers watch across streaming apps, cable, and even connected devices like gaming consoles or Blu-ray players. This isn't a glitch or side effect—it's deliberate. Sony harvests this data, builds profiles of consumers' behavior, and sells it for profit.

Consumers never agreed to Sony "Watchware." When families buy a television, they don't expect it to spy on them. They don't expect their viewing habits packaged and auctioned to advertisers. Yet Sony deceptively guides consumers to activate ACR and buries any explanation of what that means in dense legal jargon that few will read or understand. Disclosures are hidden, vague, and misleading. The company collects far more data than necessary to make the TV work. Consumers are stripped of real choice and kept in the dark about what's happening in their own homes on Sony Smart TVs.

Sony's mass surveillance of consumers violates Texas law. The Texas Deceptive Trade Practices Act exists to stop exactly this kind of unfair, deceptive conduct. Sony chose data extraction and advertising dollars over honesty and respect for consumer privacy. Texas families have the right to watch TV without being secretly surveilled or exploited. This lawsuit exists to protect that right.

Texas Attorney General Ken Paxton holds consumer-abusing corporations like Sony accountable. Texas Attorney General Ken Paxton, on behalf of the State of Texas, hereby sues Defendants SONY CORPORATION OF AMERICA and SONY ELECTRONICS, INC. (collectively "Sony") for Tex. Bus. & Com. Code § 17.46 (the Texas Deceptive Trade Practices Act or "DTPA").

DEFENDANTS

1. DEFENDANT SONY CORPORATION OF AMERICA ("Sony America") is a New York corporation regularly transacting, soliciting, and conducting business in Texas with a principal place of business at 25 Madison Avenue, New York, NY 10010. Sony America may be served through its registered agent for service of process, Corporate Service Company d/b/a CSC Lawyers Incorporating Service Company at 211 E. 7th St., Suite 620, Austin, TX 78701. Plaintiff requests service at this time.

2. Sony Corporation of America is the American arm of the Japanese global manufacturer Sony Group Corporation and creates consumer electronics including TVs, gaming consoles, cameras, and audio devices.

3. DEFENDANT SONY ELECTRONICS, INC. ("Sony Electronics") is a Delaware corporation regularly transacting, soliciting, and conducting business in Texas with a principal place of business at 16535 Via Esprillo, San Diego, CA 92127. Sony Electronics may be

served through its registered agent for service of process, Corporate Service Company d/b/a CSC Lawyers Incorporating Service Company at 211 E. 7th St. Suite 620, Austin, TX 78701. Plaintiff requests service at this time.

JURISDICTION AND VENUE

4. This action is brought by the Texas Attorney General's Office through its Consumer Protection Division in the name of the State of Texas ("Texas") and in the public interest, pursuant to the authority granted by Section 17.47 of the DTPA.

5. Venue is proper in Nueces County, Texas, because a substantial part of the events or omission giving rise to Texas's claims occurred in Nueces County, because Sony has done business with retailers and consumers in Nueces County, because Sony unlawfully surveilled consumers who own Smart TVs in Nueces County, and because Sony advertised and sold Smart TVs to consumers at locations in Nueces County.

6. Jurisdiction is proper because Sony has established minimum contacts in Texas such that maintenance of this suit does not offend traditional notions of fair play and substantial justice, *see Int'l Shoe Co. v. State of Wash., Off. of Unemployment Comp. & Placement*, 326 U.S. 310, 316 (1945), and because Sony transacts business in Texas and are therefore subject to Texas' long-arm statute, *see* Tex. Civ. Prac. & Rem. Code §§ 17.001–093.

7. The Court has general jurisdiction over Sony because their contacts and affiliations with Texas are so continuous and systematic as to render them essentially at home in Texas. *BMC Software Belg., N.V. v. Marchand*, 83 S.W.3d 789, 797 (Tex. 2002).

8. Alternatively, the Court has specific jurisdiction over Sony because they purposefully availed themselves of the privileges of conducting activities in Texas and the causes

of action in this suit arise out of or relate to Sony’s contacts in Texas, including the advertising and sale of millions of Smart TVs in Texas and the unlawful ACR surveillance of millions of consumers in Texas. *Luciano v. SprayFoamPolymers.com, LLC*, 625 S.W.3d 1, 9 (Tex. 2021).

9. The Court also has jurisdiction over Sony because they consented to personal jurisdiction by registering and transacting business in Texas. *See Mallory v. Norfolk S. Ry. Co.*, 600 U.S. 122 (2023); *see also Acacia Pipeline Corp. v. Champlin Expl., Inc.*, 769 S.W.2d 719, 720 (Tex. App.—Houston [1st Dist.] 1989, no writ) (“In return for the privilege of doing business in Texas, and enjoying the same rights and privileges as a domestic corporation, Champlin has consented to amenability to jurisdiction for purposes of all lawsuits within the state.”).

DISCOVERY

10. Discovery in this case should be conducted under Level 3 pursuant to Texas Rule of Civil Procedure 190.4. Restrictions concerning expedited discovery under Texas Rule of Civil Procedure 169 do not apply because Texas seeks non-monetary injunctive relief as part of its claims.

11. Additionally, Texas’ claims entitlement to monetary relief in an amount greater than \$1,000,000.00, including civil penalties, reasonable attorney’s fees, litigation expenses, and costs.

FACTS

I. SONY SPYSCREENS ARE PERVASIVE IN TEXAS

12. Sony’s penetration into Texas households is vast, giving it expansive access to viewing habits, application usage, and patters of life across millions of consumers.

13. Census records show that Texas has roughly 10.7 million households, and industry reach shows that approximately 68% of U.S. households now own a Smart TV.¹ Applying that ratio to Texas yields an estimated 7.8 million Texas households with Smart TV.

14. Sony Corporate Group holds roughly 9.5% of the Smart TV global market share, totaling around 50.73 million units in the United States alone.

15. Assuming Sony's global market share corresponds to its share of the Texas market, and with an average of 2.7 persons per household in Texas, up to 2 million Texans likely live in a home monitored by Sony Smart TVs.

16. Sony is monitoring millions of Texans without their knowledge and informed consent through the Smart TVs.

17. This scale grants Sony outsized control of Texas's connected TV market, allowing the company to harvest data on millions of consumers worth billions of dollars—all without their knowledge or consent.

A. ACR Technology.

18. The corporate desire to monitor consumer viewing habits is not new.

19. Since the 1950s, Nielsen has *paid consumers* to permit it to track the viewership habits of approximately 42,000 representative households.²

¹ Press Release, *Parks Associates: 68% of US households have a smart TV and 46% have a streaming media player* (Nov. 14, 2024), <https://tinyurl.com/2vpjsrpr>.

² Bill Shea, *The Ultimate Nielsen FAQ: How we, and they, know how many of you are watching Sports on TV*, NY Times (Mar. 22, 2022), <https://tinyurl.com/w2ma8syt>.

20. Consumers tracked by Nielsen Ratings have a “people meter” device installed on their television, that they carry around with them which must be manually activated when they start and stop watching a show.³

21. ACR is different and consumers are not *paid* for their participation.

22. ACR arose in 2011 when Shazam, a company known for pioneering the software algorithm that can identify a piece of music after sampling a few bars, demonstrated that it could do the same thing with TV clips.⁴

23. ACR has become a multi-billion-dollar global business.⁵

24. In 2017, ACR gained national attention when the FTC and the New Jersey Attorney General fined Smart TV company Vizio \$2.2 million for collecting ACR data on 11 million consumers without their knowledge or consent.⁶⁷

25. By 2021, Vizio reported that it had earned more profit from the sale of customer data than from TV sales.⁸

³ *Id.*

⁴ Lee Neikirk, *How to Get Your Smart TV to Stop Spying on You*, NY Times (Oct. 6, 2025), <https://tinyurl.com/vvrc7hza>.

⁵ *Id.*

⁶ FTC, *VIZIO to Pay \$2.2 Million to FTC, State of New Jersey to Settle Charges It Collected Viewing Histories on 11 Million Smart Televisions without Users' Consent* (Feb. 6, 2017), <https://tinyurl.com/3s6uf63m>.

⁷ Shea, *supra* note 2.

⁸ Neikirk, *supra* note 4.

26. Generally, ACR works by capturing audio and visual data of what you're watching on TV, captured in hundredths of milliseconds, to build a "fingerprint" of the content and then matches that "fingerprint" with a database of known content. When the fingerprint matches then the ACR server can determine what piece of content is being watched.⁹

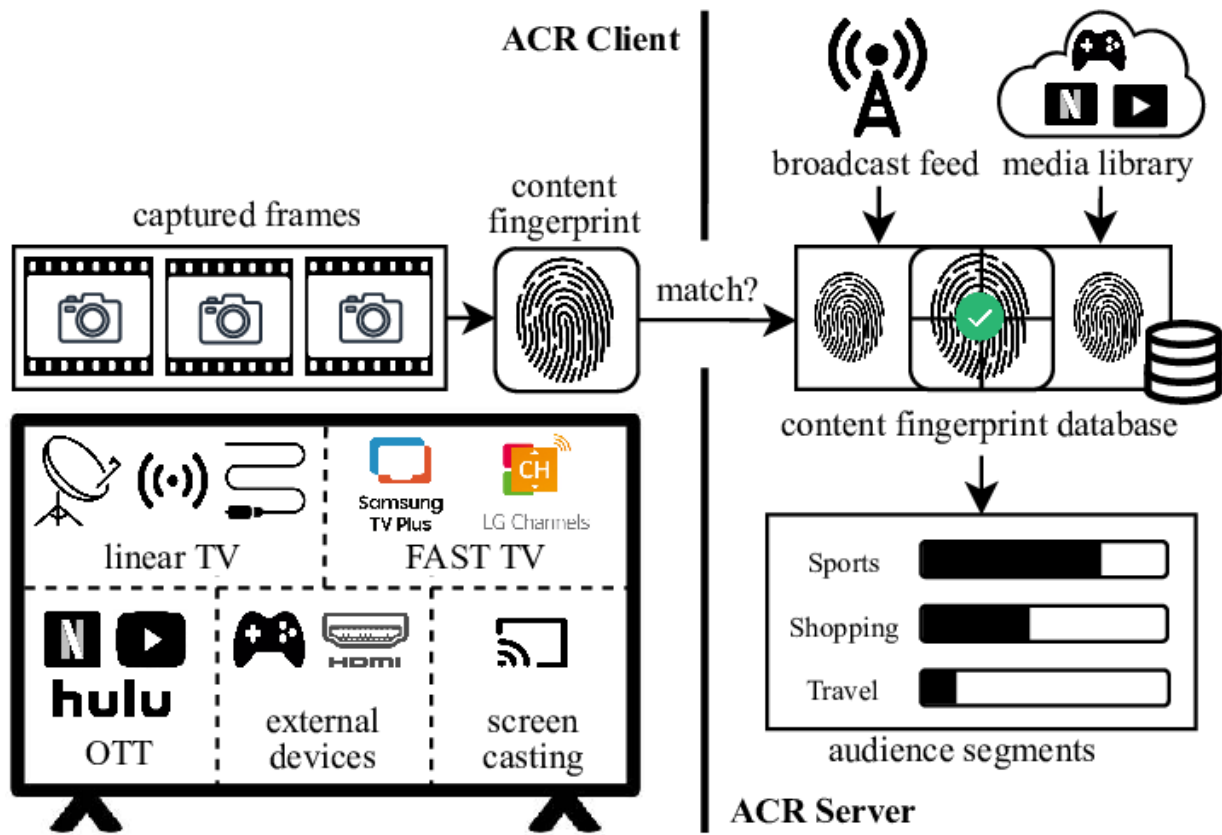


Fig. 1. Model of How ACR Functions.

27. The ACR data collected about consumers is worth as much, or more, than the Smart TVs themselves, which is one reason Smart TVs have become so affordable over the past decade.¹⁰

⁹ Gianluca Anselmi, et al., *Watching TV with the Second-Party: A First Look at Automatic Content Recognition Tracking in Smart TVs* (Sept. 2024), <https://tinyurl.com/3248jcez>.

¹⁰ *Id.*

28. ACR captures everything on your screen, not just TV shows, but also YouTube videos, security or doorbell camera streams, and video or photos you send via Apple AirPlay or Google Cast, and from other devices connected to your TV by HDMI, including personal laptops, video game consoles, and Blu-ray players.¹¹

29. ACR captures information even when the TV is disconnected from the internet and will share the data collected if the TV ever reconnects to the internet, such as for a firmware update.¹²

30. Nearly three-fourths of U.S. households have a Smart TV with ACR.¹³

31. Experts have described ACR as “like someone has installed a camera 24-7 in your living room.”¹⁴

II. SONY’S ACR MASS SURVEILLANCE PROGRAM

32. Upon information and belief, Sony began incorporating ACR into their devices on or around 2013.

33. In a subset of Smart TV models operating under the brand name BRAVIA, Sony integrates ACR through third-party provider Samba TV, which provides proprietary software and hardware for ACR functions.¹⁵

34. Upon information and belief, Samba TV is only one of potentially several third-party providers Sony uses to outsource data-harvesting functions.

¹¹ *Id.*

¹² Rachel Cericola, et al., *Yes, Your TV Is Probably Spying on You. Your Fridge, Too. Here’s What They Know*, NY Times (June 25, 2025), <https://tinyurl.com/4wh9cvjk>.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ Ramon Lobato, *Automated content recognition (ACR), smart TVs, and ad-tech infrastructure*, Convergence: The International Journal of Research into New Media Technologies (July 15, 2025), <https://tinyurl.com/36wkfe3b>.

35. Sony presents Samba TV as a “personalization service” and “recommendation agent,” but Samba TV’s true purpose serves to further Sony’s mass surveillance program.¹⁶

36. Upon information and belief, Sony similarly misrepresents the services of other third-party providers involved in data-harvesting on its behalf.

37. Sony’s ACR monitors consumers by continuously capturing audio and video from up to 50 million Sony Smart TVs in the U.S.

38. This creates a detailed log of a household’s media consumption from what content was watched, when, and for how long, across all inputs and apps.

39. Furthermore, because ACR, metadata, and identifiers combine, the collected data becomes more than just “what show a consumer watched.

40. ACR captures or infers highly personal attributes pertaining to consumers’ race, sex, or religious and political beliefs, all of which fall under sensitive personal data categories under Texas’ state privacy law and nearly every other privacy regime both nationally and internationally.

41. Sony either builds or directs Samba TV to build profiles on consumers based on what genre, when, how often, and what ads consumers see. This yields “household-level content viewership” that is used for advertising.

42. Sony consumer profiles include cross-device or cross-screen linkage, meaning that data collected from Smart TVs is correlated with other online activity and smart devices to facilitate cross-device ad targeting and tracking.

¹⁶ *Id.*

43. Sony ACR data collection, when combined with identifiers, metadata, and network information, becomes a powerful tool for profiling, targeting, and behavioral tracking, often without informed consent.

44. Sony profiles on consumers includes intimate details like political leanings, sexual orientation, health interests, marital status, family composition and age, and religion.

45. Sony Smart TVs are not a passive mode of entertainment, but a relentless surveillance device when ACR is activated.

III. SONY'S ACR DATA COLLECTION PROGRAM IS UNLAWFUL¹⁷

46. From on or around 2013 through the present, Sony has operated an unlawful ACR data collection system, because consent from consumers is not informed, privacy choices are not meaningful, users cannot reasonably understand the surveillance model, and the system defaults towards maximal data extraction.

47. From January 1, 2013, through the present, Sony engaged in false, deceptive, or misleading business practices relating to the collection and use of ACR data without adequate disclosure to consumers and by obtaining consent from consumers in a deceptive or misleading manner.

48. Sony's unlawful conduct was calculated to acquire or deprive money or other property from consumers who were 65 years of age or older.

A. Consumers Cannot Give Informed Consent for Sony to Collect ACR Data.

¹⁷ The allegations in this suit hereby serve as notice under Tex. Bus. & Com. Code § 541.154. Should Sony *fail* to cure the violations of Tex. Bus. & Com. Code § 541.101-102 described herein within 30 days, Texas *will* amend to add claims for violations of the Texas Data Privacy and Security Act.

49. Sony’s user interface (“UI”) reveals a surveillance-by-default design philosophy that is intended to manipulate consumer consent to align with its business interests. This scheme is illustrated in the following three ways.

50. *First*, consent is not informed because Sony relies on non-intuitive nomenclature—deceptively and misleadingly naming their ACR data collection program *Interactive TV Settings* or *Samba Interactive TV*.

51. The mislabeling of ACR on the consent screens presented to consumers does not put them on notice, let alone give rise to any reasonable inference, about what activity they are enabling and certainly does not inform them that *Interactive TV Settings* permits continuous real-time capturing of ***every sound and image on their Smart TV***.

52. *Second*, the *BRAVIA Privacy Notice* accessible on Sony’s Smart TVs uses opaque and non-intuitive disclosures to present ACR to consumers in a manner that is deceptive and misleading.

53. *Third*, consent is not informed because consent is requested during forced initial set up.

54. When Sony Smart TVs are set up, consumers must click through a multi-page onboarding flow before landing on a consent screen and scroll through a lengthy block of text, which prompts them to agree to all privacy policies included.

BRAVIA

Privacy Policy

Last revised date: March 31, 2023



Please scroll down to read the full text.

How Sony uses TV data

In order to provide TV service, Sony Corporation ("Sony") uses your IP address and certain information about your TV to connect your TV to the internet and to provide content and services you request. If you consent to this privacy policy, we will use TV data to provide Sony Smart TV functionality.

This privacy policy also explains what is included in the TV data we collect, with whom we share TV data, how we transfer it to other countries, how long we keep TV data what rights and choices you have (including rights to object to processing) and



Fig. 2. BRAVIA Privacy Policy as Displayed on Setup.

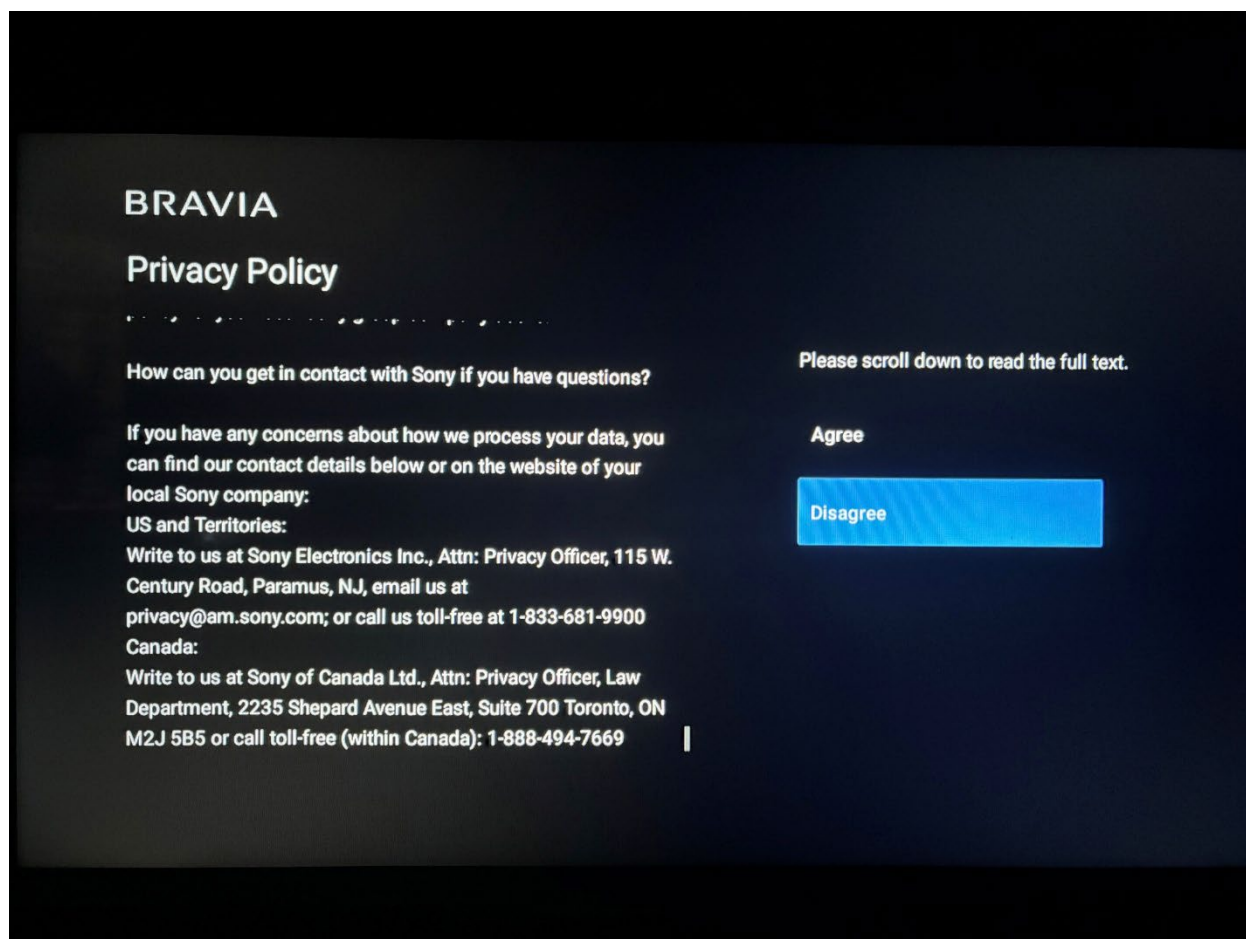


Fig. 3. BRAVIA Privacy Policy Opt-In at Setup.

55. Nearly all consumers click *I Agree* to simply finish the initial set up.
56. Sony intentionally created this deceptive consent architecture to present the consents and notices when consumers are least likely to read and carefully consider them in their eagerness to start watching their new Smart TV.
57. *Fourth*, even if a consumer were to navigate to Sony's website to gather information concerning Samba TV, the disclosures Sony provides fail to meaningfully describe anything Samba TV actually does.

What Is Samba TV?

Samba TV® is a service name of a third-party company, Samba TV, Inc. (not Sony). Sony Corporation and Samba TV, Inc. have collaborated to offer interactive TV features and services with certain BRAVIA™ televisions.

Samba TV offers the following applications:

- **Samba Interactive TV**, An application available on Android mobile device, iPhone or iPad
- **Samba TV Mobile**, An application available on Android or iOS™ mobile devices (smartphones or tablets).

Note: Samba TV Mobile is not supported by all mobile devices.

To enable these applications, you must choose to opt into and agree to Samba TV's terms of service and acknowledge the notice of the company's privacy policy. Further details, including Samba TV's privacy policy and terms of service, are available at (samba.tv) or via email at (privacy@samba.tv).

What Is Samba Interactive TV?

Samba Interactive TV is an application embedded in the firmware of the BRAVIA televisions listed below. Samba Interactive TV is provided by a third-party company, Free Stream Media Corp. (not Sony), operating under the service name Samba TV.

You may choose to opt into and enable Samba Interactive TV by accepting Samba TV's terms of service and acknowledging notice of its privacy policy. Once enabled, Samba Interactive TV utilizes your viewing data to provide interest-based advertisements. You can also access interactive features with the Samba TV Mobile app. (See the section on the Samba TV Mobile app answers section below for more details).

Samba Interactive TV allows you to connect and associate your mobile device (e.g., smartphone or tablet) with your TV. If you so choose, Samba Interactive TV uses the TV's viewing history to deliver viewing recommendations and interest-based advertisements to your paired mobile device, even when it is disconnected from your network. (See the Samba TV Mobile app answers section below for more details).

Further details, including Samba TV's privacy policy and terms of service, are available (samba.tv) or via email at (privacy@samba.tv).

Samba Interactive TV is available on specific BRAVIA televisions as listed below:

Fig. 4. Sony's Description of Samba TV.

58. At most, Sony's website indicates that "viewing data" may be used for "interest-based advertisements" but provides no real detail what data Samba TV actually collects.

B. Privacy Choices Are Not Meaningful.

59. Sony's opt-out/opt-in architecture undermines the adequacy of meaningful choice in two ways.

60. Sony buries consumers ability to exercise their privacy choices behind multi-step menus.

61. For example, consumers must circumnavigate a long, non-intuitive path to exercise their right to **opt-out** (Home Button -> Start Page -> Settings -> System -> Samba Interactive TV -> Slider to disable "Interactive TV").

62. And even then, the opt-out is not meaningfully described, nor does it contain a description of what Samba TV collects.

63. Notably, the opt-out is not included under the “Privacy” setting, and the “About” section merely prompts the user to read Samba TV’s terms of service.

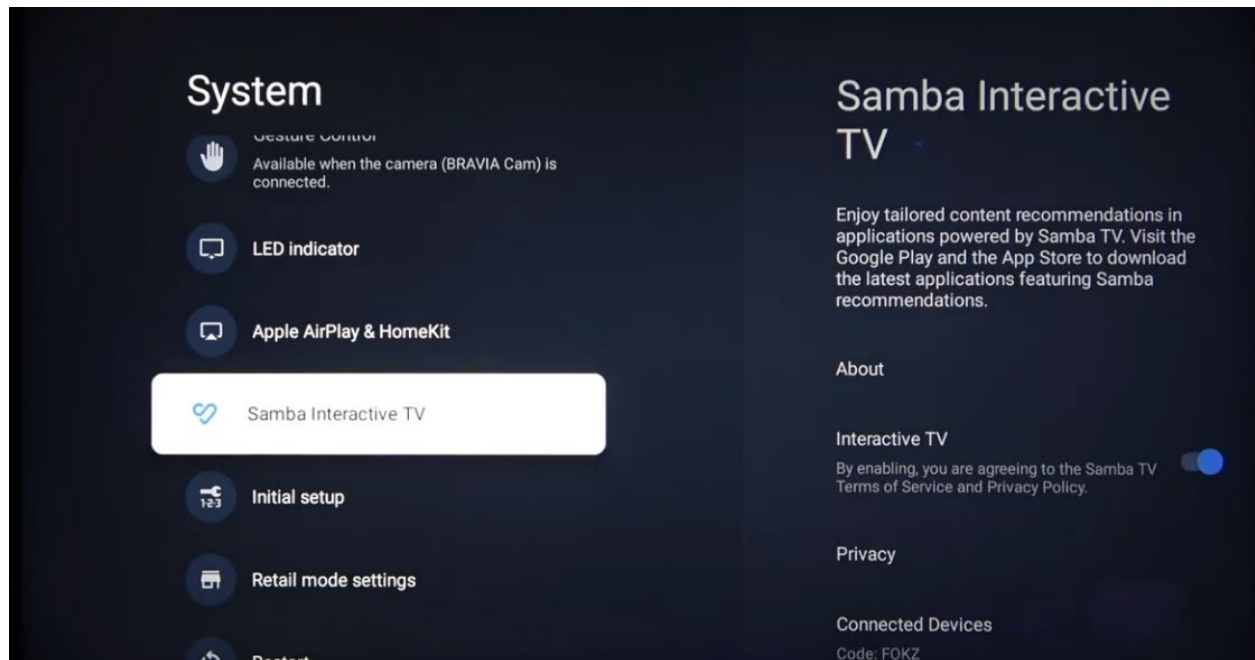


Fig. 5. Opt-Out Screen for Samba Interactive TV for BRAVIA Models.

64. Conversely, Sony provides consumers with a one-click enrollment option to **opt-in** during the initial start-up process.

65. The juxtaposition between Sony’s one-click **opt-in** enrollment and the multiple clicks spread across multiple menus to **opt-out** are quintessential examples of unlawful dark patterns, including “Privacy Zuckering,” the process of tricking consumers into sharing more private information than they intended or would have knowingly agreed to, and “Roach Motel,” the process of tricking consumers with easy opt-ins while making it extremely difficult to later opt-out.¹⁸

¹⁸ Kaveh Waddell, *Your Smart Devices Are Trying to Manipulate You With ‘Deceptive Design,’* Consumer Reports (Apr. 17, 2023), <https://tinyurl.com/5e3kuab4>; Staff Report, *Bringing Dark Patterns to Light*, FTC (Sept. 2022), https://www.ftc.gov/system/files/ftc_gov/pdf/P214800+Dark+Patterns+Report+9.14.2022+-+FINAL.pdf

C. Consumers Cannot Reasonably Be Expected to Understand Sony Smart TVs Come Equipped with Surveillance Capabilities.

66. Sony's disclosures are false, deceptive, and misleading.

67. Most consumers do not know, nor have any reason to suspect, that Sony Smart TVs are capturing in real-time the audio and visuals displayed on the screen and using the information to profile them for advertisers.

68. A survey of 36,000 U.S. consumers found almost half (49%) were unsure if their connected TV was being monitored, despite 62% of them having a connected TV.¹⁹

69. Sony takes advantage of consumers' naivety when it comes to the technical possibilities within a Smart TV.

70. Sony UI does not provide any visual indication to consumers that ACR is actively capturing the audio and visual from their Smart TV, such as a red-light or a message advising that the TV is "recording."

71. Consumers cannot reasonably infer surveillance is happening on their Smart TVs in the absence of any visual cue.

72. Consumers, moreover, cannot reasonably understand or infer how Sony collects viewing data because it is not clearly stated to them.

73. Sony's consumer disclosures rarely disclose ACR as the way it collects consumer data, let alone that ACR can collect viewing data from HDMI ports, cable/satellite boxes, DVDs/Blu-rays, gaming consoles, and laptops connected as monitors.

¹⁹ Katie McQuater, *US consumers lack awareness of consent around smart TVs, finds study*, Research Live (July 9, 2018), <https://tinyurl.com/3zk2m2te>.

74. Sony often uses vague euphemisms for behavioral advertising and personalized advertising, which typically relies on viewing data (ACR), app usage, device identifiers, household inferences, and location-related meta data.

75. For example, Sony Electronic's *Privacy Policy* mentions that such data will be used to provide a personalized "experience" and to "deliver marketing communications" which do not provide consumers with a clear understanding of how data is collected about them and used.

IV. Sony's Insatiable Appetite for Consumer Data Far Exceeds What Is Reasonably Necessary

76. Sony's collection of viewing data is excessive, disproportionate, and unnecessary for the specific purposes disclosed to consumers.

77. "Tailored content recommendation" or, in other words, targeted advertisement is not a legitimate purpose for collecting ACR data about consumers.

78. The intrusiveness, granularity, continuity, and cross-device nature of Sony's ACR tracking far exceeds what is reasonably necessary to provide consumers with "tailored content recommendation."

79. While detailed or behavioral data may enhance the relevance of advertisements, this type of data is not strictly necessary to deliver targeted advertisements.²⁰

80. Sony's method of tracking can only be described as extreme, granular, and continuous surveillance.

81. Sony's kind of invasive data harvesting is only needed to increase advertisement revenue, which does not satisfy a consumer-necessity standard.

²⁰ *Contextual Advertising 2025*, Viasat (accessed Dec. 11, 2025), <https://tinyurl.com/2kfmedsb>.

82. Minimal ad-supported systems could show non-targeted ads. This alternative is both functional and privacy preserving.²¹

83. Sony chooses precision targeting which requires unnecessary data harvesting.

84. The existence of an alternative demonstrates Sony's data collection practices are excessive and not limited to what is reasonably necessary.

85. Lastly, to run targeted advertisements, Sony shares consumers' viewing data with demand-side platforms, ad networks, measurement companies, data brokers, and cross-device graphing companies.

V. SONY'S MISCONDUCT WARRANTS THE MAXIMUM IMPOSITION OF CIVIL PENALTIES

86. Texas is entitled to recover up to \$10,000 for each violation of the DTPA, and up to \$250,000 for each violation of the DTPA that was calculated to acquire or deprive money or other property from a consumer who was 65 years of age or older. Tex. Bus. & Com. Code § 17.47(c)(1).

87. Texas Bus. & Com. Code § 17.47(g) describes the six factors the trier of fact "shall consider" when determining the amount of civil penalties to impose: "(1) the seriousness of the violation, including the nature, circumstances, extent, and gravity of any prohibited act or practice; (2) the history of previous violations; (3) the amount necessary to deter future violations; (4) the economic effect on the person against whom the penalty is to be assessed; (5) knowledge of the illegality of the act or practice; and (6) any other matter that justice may require."

88. Texas is not required to allege injuries to bring claims seeking civil penalties under the DTPA. Tex. Bus. & Com. Code § 17.47(a) (creating a cause of action "[w]henever the

²¹ Newor Media, *How To Serve Non-Targeted Ads On Your Website* (Apr. 7, 2021), <https://tinyurl.com/5n6zm4sk>.

consumer protection division has reason to believe that any person is engaging in, has engaged in, or is about to engage in any act or practice declared to be unlawful by [the DTPA]”

89. The facts described above shall be considered by the jury when determining the civil penalties to impose. *See* Tex. Bus. & Com. Code § 17.47(g)(1)-(6).

90. Sony’s current financial situation must also be considered by the jury when determining civil penalties to impose. *See* Tex. Bus. & Com. Code § 17.47(g)(3)-(4), (6).

91. Sony’s history of anticompetitive, bribery, antitrust, stock manipulation, and anti-consumer practices must be considered by the jury when determining the civil penalties to impose. *See* Tex. Bus. & Com. Code § 17.47(g)(2), (5)-(6).

CAUSES OF ACTION

Count I: Violations of the Texas Deceptive Trade Practices Act, Tex. Bus. & Com. Code §§ 17.46 *et seq.* (“DTPA”)

92. Texas incorporates the forgoing allegations as set forth fully herein.

93. The Texas Deceptive Trade Practices Act prohibits false, misleading, or deceptive acts or practices in the conduct of trade and commerce. As alleged herein and detailed above, Sony has in the course and conduct of trade and commerce engaged in false, misleading, or deceptive acts or practices declared unlawful by and in violation of Section 17.46(a) and (b) of the DTPA.

94. At all times described below, Sony and their agents have engaged or continue to engage in conduct that constitutes “trade” and “commerce” as defined in Section 17.45(6) of the Texas Deceptive Trade Practices Act.

Violation 1: Misrepresentations Regarding the Collection of Personal Information

95. Texas Bus. & Com. Code § 17.46(a) prohibits “false, misleading, or deceptive acts or practices in the conduct of any trade or commerce.”

96. Sony falsely, expressly or by implication, misrepresents to Texas consumers that its ACR features are designed to provide consumers with a tailored viewing experience, while knowing the ACR embedded feature on its Smart TVs collects granular data to deliver hyper-focused consumer behavior insights to benefit itself and its advertising partners. Through their misrepresentations, Sony violated Sections 17.46(a) of the DTPA.

Violation 2: Failure to Disclose Presence of Automated Content Recognition Technology

97. Texas Bus. & Com. Code § 17.46(b)(24) provides that “false, misleading, or deceptive acts or practices” includes “failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.”

98. Sony engaged or continues to engage in false, misleading and deceptive acts when they fail to disclose to Texas consumers that they embed proprietary ACR technology into their Smart TVs. By withholding this information, Sony intend to induce Texas consumers into transactions they would not have entered had Sony disclosed this information.

99. In doing so, Sony violated Section 17.46(b)(24) of the DTPA.

TRIAL BY JURY

100. Texas demands a jury trial and tenders the appropriate fee with this petition.

PRAYER FOR RELIEF

101. Texas respectfully requests that this Honorable Court enter a judgment awarding the following for Sony’s violations of the DTPA:

(a) Imposing civil penalties of:

(1) not more than \$10,000 per violation of the DTPA; and

- (2) if the act or practice that is subject of the proceeding was calculated to acquire or deprive money or other property from a consumer who was 65 years of age or older when the act or practice occurred, an additional amount of not more than \$250,000.
- (b) Declaring Sony's conduct as described herein to be in violation of the DTPA;
- (c) Permanently enjoining Sony, their agents, employees, and all other persons acting on their behalf, directly or indirectly, from violating the DTPA, including by: (1) incorporating, employing, or otherwise using, directly or indirectly, any pattern or design that relates in any way to consumers' viewing data, which causes, or is intended to cause, a consumer to act in a way that they would not absent the pattern or design, including mechanisms to obtain consent from consumers; and (2) collecting, sharing, selling, using, or disclosing consumers' viewing data without providing customers with a clear and conspicuous notice of Sony's practices and obtaining customers' express, informed consent.
- (d) Awarding the State attorney's fees and costs of court pursuant to Texas Government Code Section 402.006(c); and
- (e) Granting any other general, equitable, and/or further relief this Court deems just and proper.

Dated: December 15, 2025

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Respectfully submitted,

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