SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION, FIRST DEPARTMENT

Greer v. FAM Networks, LLC

Greer, 2026 NY Slip Op 04039 (Supreme Court of the State of New York Appellate Division First Department 2026) · No. Index No. 650633/25; Appeal No. 6969; Case No. 2025-08078 · Decided June 25, 2026

SUMMARY

The New York Appellate Division, First Department unanimously affirmed an order denying defendants' motion to dismiss a breach of contract claim concerning an agreement to manage and monetize the plaintiff's social media presence. The court held that the complaint adequately pleaded the agreement, plaintiff's performance, defendants' breaches, and damages, and that the action was not premature based on the agreement's notice, mediation, and audit provisions.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Webber, J.P.; Kapnick, J.; Gesmer, J.; Pitt-Burke, J.; Chan, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	June 25, 2026
DOCKET	Index No. 650633/25; Appeal No. 6969; Case No. 2025-08078
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendants appealed from an order of Supreme Court, New York County, denying their motion to dismiss plaintiff's breach of contract cause of action.
PRECEDENTIAL VALUE	Published
PARTIES	FAM Networks, LLC, FAM Networks, LLC et al. v. Steven M. Greer

TOPICS

breach of contract · motions to dismiss · conditions precedent · mediation · pleadings

PRACTICE AREAS

Contracts · Civil procedure · Commercial litigation · Appellate procedure

QUESTIONS PRESENTED

1. Whether the complaint sufficiently pleaded a breach of contract claim under CPLR 3211(a)(7).
2. Whether imprecisely pleaded damages required dismissal at the pre-answer, pre-discovery stage.
3. Whether the action was premature because the agreement's notice and mediation provisions were conditions precedent.
4. Whether plaintiff's failure to invoke the agreement's audit procedures required dismissal.
5. Whether plaintiff should be granted leave to amend.

HOLDINGS

1. The complaint sufficiently stated a breach of contract cause of action because it identified the agreement and alleged plaintiff's performance, defendants' breach of multiple provisions, including payment obligations, and resulting damages.
2. Imprecision in the pleaded damages was not fatal to the breach of contract claim at the pre-answer, pre-discovery stage.
3. The action was not premature because defendants failed to establish that there was no notice or that the agreement's notice and mediation provisions were express conditions precedent.
4. Plaintiff's failure to invoke the audit procedures did not require dismissal because defendants' alleged withholding of accountings frustrated the audit process.
5. The court did not reach plaintiff's alternative request for leave to amend; in any event, the request was procedurally improper because it was made without a motion, proposed amendment, or explanation for delay.

FACTUAL BACKGROUND

The action concerned an agreement to manage and monetize Steven M. Greer's online social media presence. The agreement consisted of FAM Networks, LLC's General Terms and the parties' Statement of Work, including profit-sharing and payment obligations. Greer alleged that defendants breached numerous provisions, withheld accountings, and caused damages.

PROCEDURAL HISTORY

Plaintiff sued defendants concerning an agreement to manage and monetize his online social media presence. Supreme Court denied defendants' motion to dismiss the breach of contract claim under CPLR 3211(a)(7), and defendants appealed. The Appellate Division unanimously affirmed the order insofar as appealed from, with costs.

DISPOSITION

affirmed

CASES CITED

- Harris v. Seward Park Hous. Corp., 79 A.D.3d 425, 426 (1st Dep't 2010)
- Chanko v. American Broadcasting Cos., Inc., 27 N.Y.3d 46, 56 (2016)
- MCC Dev. Corp. v. Perla, 81 A.D.3d 474, 474 (1st Dep't 2011), lv. denied, 17 N.Y.3d 715 (2011)
- Oppenheimer & Co., Inc. v. Oppenheim, Appel, Dixon & Co., 86 N.Y.2d 685, 690-691 (1995)
- MHR Capital Partners LP, 12 N.Y.3d 640, 646 (2009)
- Heller v. Louis Provenzano, Inc., 303 A.D.2d 20, 24 (1st Dep't 2003)

OPINION

PER CURIAM.

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This decision is uncorrected and subject to revision before publication in the Official Reports. Steven M. Greer, Respondent, v FAM Networks, LLC et al., Appellants. Decided and Entered: June 25, 2026 Index No. 650633/25|Appeal No. 6969|Case No. 2025-08078| Before: Webber, J.P., Kapnick, Gesmer, Pitt-Burke, Chan, JJ. Strauss Law PLLC, New York (Jesse Strauss of counsel), for appellants.

The Law Offices of Michael D. Steger, PC, Orangeburg (Michael D. Steger of counsel), for respondent. [*1] Order, Supreme Court, New York County (Robert R. Reed, J.), entered on or about November 18, 2025, which, to the extent appealed from, denied defendants' motion to dismiss plaintiff's breach of contract cause of action, unanimously affirmed, with costs.

This action concerns an agreement to manage and monetize the online social media presence of plaintiff Dr. Steven M. Greer, a public figure and content creator. The profit-sharing agreement at issue is composed of defendant FAM Networks, LLC's General Terms and the parties' Statement of Work.

The court properly denied defendants' motion to dismiss the breach of contract cause of action pursuant to CPLR 3211(a)(7). The complaint sufficiently states a claim for breach of contract, as it identifies the agreement, and alleges plaintiff's performance, defendants' breach of numerous provisions, including the profit-sharing agreement's payment obligations, and resulting damages (see Harris v Seward Park Hous.

Corp., 79 AD3d 425, 426 [1st Dept 2010]). Although the pleaded damages were imprecise, it is not fatal at this pre-answer, pre-discovery stage of the litigation (see Chanko v American

Broadcasting Cos. Inc., 27 NY3d 46, 56 [2016]).

Accordingly, we decline to consider defendants' alternative arguments for dismissal pursuant to CPLR 3211(a)(1). The action was not premature, as defendants did not prove that there was no notice or that the agreement's notice and mediation provisions were express conditions precedent (see MCC Dev. Corp. v Perla, 81 AD3d 474, 474 [1st Dept 2011], lv denied 17 NY3d 715 [2011]; Oppenheimer & Co., Inc. v Oppenheim, Appel, Dixon & Co., 86 NY2d 685, 690 [1995]).

That either party "may" demand mediation suggests permissiveness (Oppenheimer & Co., Inc., 86 NY2d at 690-691). As to the argument that plaintiff failed to invoke the agreement's audit procedures, defendants' alleged withholding of accountings frustrated the process (see MHR Capital Partners LP, 12 NY3d at 646).

In light of our determination, we need not reach plaintiff's alternative request for leave to amend, which, in any event, was improperly made without a motion, proposed amendment, or explanation for the delay (see Heller v Louis Provenzano, Inc., 303 AD2d 20, 24 [1st Dept 2003]).

We have considered defendants' remaining contentions and find them unavailing.THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: June 25, 2026