IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

Steven E. Greer, MD Plaintiff and Appellant, v. Tucker Carlson, Defendant and Appellee	Court of Appeal No. B343596 Superior Court No. 23SMCV02036

PETITION for REHEARING

Pursuant to California Rules of Court, Rule 8.268, Appellant, Dr. Steven Greer, respectfully petitions this Court (The Second Appellate District) for rehearing of its decision filed on January 16, 2026, in the matter of *Greer v. Carlson*, Case No. B343596. The petition is timely filed within the 15-day period following the decision. Rehearing is warranted to address material omissions and errors in the opinion that warrant correction before the decision becomes final.

1. Omission of Key Arguments Raised and Discussed at Oral Argument: *Grosso v. Miramax*

California appellate courts are not obligated to address every argument presented. However, when a central issue is raised—particularly

one highlighted during oral argument—and forms a primary basis for the appeal, its complete omission may justify rehearing to ensure a complete and accurate resolution.

During the January 7, 2026, oral argument, Justice Dorothy Kim specifically inquired of Appellant regarding the proper interpretation of *Grosso v. Miramax Film Corp*. (2004) 383 F.3d 965 (9th Cir.) and its earlier precedent California state court proceedings.[1]

> Justice Kim:
>
> "You were just talking the Ninth Circuit case. I think that's *Grosso*, which you have in your briefs. That case cites to *Faris*[2], which cites to *Desny*.[3]
>
> So, I have a very specific question about the *Desny* implied-in-fact claims. Do you believe it is an element of the cause of action that the offeree must have the opportunity to reject the attempted disclosure if the conditions were unacceptable?"
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> Appellant Greer:
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> "Well, according the Ninth Circuit *Grosso*, if the party, in this case Tucker Carlson, opens the pitch, the idea, and then uses it, the proof is that they used it, then that means they agreed to it.

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[1] *Grosso* was ultimately dismissed on summary judgment grounds in this very same Court of Appeal in the Second District.
[2] *Faris v. Enberg,* 97 Cal. App. 3d 309 (Ct. App. 1979).
[3] *Desny v. Wilder*, 46 Cal. 2d 715 (1956).

> So, can I prove that they got my emails and read my ideas? Yes, I can. Can I prove that they know me very well?- I am not some stranger throwing ideas at big studios. They know me very well. I deal with the CEOs of all of those companies- Rupert Murdoch- So, they offered me a job there. They all know me. I have their cell phone numbers. I have communicated with Tucker Carlson by cell phone.
>
> And he used my ideas so many times that it became a laughing joke, that I could predict his show.
>
> So, according to *Grosso*, if he uses it, that's all that's necessary."

Appellant explained that *Grosso* is controlling and unique California authority on implied-in-fact contracts for the submission of creative ideas to studios. It recognizes that industry custom can establish an implied promise of compensation when ideas are submitted under circumstances indicating such an expectation.

> *Grosso v. Miramax Film Corp*., 383 F.3d 965, 967 (9th Cir. 2003), which ruled, "If . . . a studio or producer is notified that a script is forthcoming and opens and reviews it when it arrives, the studio or producer has by custom implicitly promised to pay for the ideas if used."

This instant case turns heavily on whether industry custom governing idea submissions to studio entities like Miramax (or Tucker Carlson and Fox News here) supports an implied contract claim. However, the Court's

pending decision is entirely silent on *Grosso* and contains no discussion or citation to it, instead relying on other authorities.

Before Appellant seeks review in the California Supreme Court, he requests that this Court address and discuss *Grosso* to provide clarity on this dispositive issue.

2. The Complaint Met the Elements of *Faris* and *Desny*

In addition to satisfying the elements for a breach of implied-in-fact contract as confirmed in *Grosso v. Miramax Film Corp*., 383 F.3d 965 (9th Cir. 2004), detailed above, this instant Complaint also meets the requirements set forth in the controlling California authority of *Faris v. Enberg*, 97 Cal. App. 3d 309 (Ct. App. 1979), which applied the framework from *Desny v. Wilder*, 46 Cal. 2d 715 (1956).

> *Faris*, "Accordingly, for an implied-in-fact contract one must show: that he or she prepared the work; that he or she disclosed the work to the offeree for sale; under all circumstances attending disclosure it can be concluded that the offeree voluntarily accepted the disclosure knowing the conditions on which it was tendered (i.e., the offeree must have the opportunity to reject the attempted disclosure if the conditions were unacceptable); and the reasonable value of the work. (See Desny v. Wilder, supra, p. 744.)"

Appellant did not compel Tucker Carlson to incorporate the ideas into his Fox News programming or subsequent online content. Rather, Carlson voluntarily did so, even after Greer sent cease-and-desist communications

notifying Carlson of the alleged unauthorized use. Despite these notices, Carlson continued to utilize the ideas.

The circumstances surrounding the disclosure afforded Defendant Tucker Carlson the opportunity to reject or negotiate terms regarding Dr. Steven Greer's ideas. Instead, Carlson accepted and incorporated the material into his broadcasts and subsequent content, persisting even after Greer issued cease-and-desist communications.

As this Court correctly recognized in its pending decision, Appellant expressly warned Carlson not to use his ideas without compensation, and the ideas were submitted as standard industry pitches subject to the customary expectation of payment:

> Pending Decision: "It is the industry standard to pay for ideas. Greer's emails were standard industry pitches with the expectation of payment if they were used. Payment by Carlson was implied. Carlson's show did not create original content, which was fine with Greer as long as credit was given to the original sources, but Carlson was not compensating Greer or providing recognition. Greer began warning Carlson in 2019 that he expected payment and he has continued to issue notices of violation to the present."

Accordingly, Greer's submissions were conditioned on payment for any use: a condition Carlson understood or should have understood given the context of idea disclosures in the media industry. His decision to use the ideas

without compensation demonstrates voluntary acceptance rather than rejection of the disclosure, consistent with the elements required under *Faris* and *Desny*.

The 9th Cir. decision in *Grosso* reinforces that such claims survive where the recipient has knowledge of the expectation of compensation, addressing the realities of unequal bargaining positions in entertainment idea submissions.

3. Silence on Res Judicata

Additionally, the pending opinion omits any analysis of Appellant's argument that a prior federal case in the Southern District of New York did not create claim-preclusive res judicata effect barring this California state action. That was the primary ground for the trial court's dismissal, and its resolution is critical—not only for this appeal, but also because the U.S. Attorney's Office for the Southern District of New York is monitoring these California proceedings with interest.

4. Misapprehension of the Second Cause of Action (Fraud and Violation of the Unfair Competition Law – Bus. & Prof. Code § 17200 et seq.)

The fourth ground for rehearing is the Court's apparent misapprehension of Appellant's UCL/fraud claim (second cause of action). The decision appears to treat this claim as limited solely to matters involving

the implied contract with Tucker Carlson. However, the UCL claim is broader and independent.

The UCL prohibits any unlawful, unfair, or fraudulent business act or practice, including fraudulent misrepresentations likely to deceive the public (see Bus. & Prof. Code § 17200). Here, Appellant alleged that Tucker Carlson fraudulently misrepresented to television and internet viewers in California the true source and origin of certain stories, TV show concepts, and ideas. Carlson passed off Greer's ideas as his own.

Furthermore, recent developments indicate that Tucker Carlson has misrepresented his media platform as an independently funded internet company, when in fact it receives substantial, undisclosed funding from the State of Qatar, allegedly to serve as a propaganda outlet for that regime.

These allegations involve distinct fraudulent and unfair conduct directed at California consumers/viewers, separate from any implied contract issue. The portion of the decision addressing the UCL claim should therefore be revised to reflect this broader scope and to reverse or modify the disposition as to that cause of action.

RELIEF

Appellant respectfully requests that this Court grant rehearing, vacate the current decision, and issue a modified opinion addressing the foregoing points (or, alternatively, modify the existing opinion without vacating the judgment). No answer to this petition is requested unless the Court orders one.

Respectfully submitted,

Dated: January 20, 2026

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CERTIFICATE of COMPLIANCE

Pursuant to rule 8.204(c)(5) of the California Rules of Court (and CRC 8.268(b)(3)), I hereby certify that this brief contains 1,421 words, including footnotes (i.e., fewer than the 7,000 allowed). In making this certification, I have relied on the word count of the computer program used to prepare the brief.

DATED: January 20, 2026

By: */s/ Steven E. Greer*
Steven Greer
Appellant *pro se*