

**Vector Media Holding Corp. v Iconic Digital Displays,
LLC**

2025 NY Slip Op 32973(U)

August 3, 2025

Supreme Court, New York County

Docket Number: Index No. 652047/2021

Judge: Joel M. Cohen

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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VECTOR MEDIA HOLDING CORP.,

Plaintiff,

- v -

ICONIC DIGITAL DISPLAYS, LLC, ICONIC DIGITAL
DISPLAYS LLC

Defendants.

INDEX NO. 652047/2021

MOTION DATE 04/08/2025

MOTION SEQ. NO. 011

**DECISION + ORDER ON
MOTION**

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 011) 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 333

were read on this motion to AMEND COMPLAINT.

Plaintiff Vector Media Holding Corp. (“Vector”) moves pursuant to CPLR 3025(b) for leave to file a Second Amended Complaint (“SAC”) to assert additional claims against Defendants Iconic Digital Displays, LLC (DE) and Iconic Digital Displays, LLC (AZ) (collectively “Iconic”) concerning alleged breaches of the parties’ 2019 Media Representative Agreement (the “Agreement”). Iconic opposes the motion. For the reasons set forth below, the motion is **granted**.

Vector seeks leave to file its proposed SAC adding new claims based on allegations that Iconic violated the parties’ 2019 Agreement when it (i) refused to honor Vector’s exercise of the option to renew the initial term as to the first of two advertising billboard signs operated by Iconic (the “Original Sign”) beyond its expiration on January 31, 2025; and (ii) prematurely terminated Vector’s rights to advertise on the second advertising billboard sign (the “Additional Sign”), which Vector alleges had a distinct initial term—that began in 2021 and was not set to

expire until 2026—under the Agreement (NYSCEF 314 at 1). Vector also seeks to clarify that its allegation that Iconic violated the Agreement’s “‘access requirements’ includes Iconic’s failure to ensure that Vector’s logo was displayed on the Signs” (*id.*). In opposition, Iconic argues that Vector’s proposed new claims are meritless, untimely, and that permitting the amendment at this stage of the litigation would be prejudicial.

CPLR 3025(b) provides that “[a] party may amend his or her pleading, or supplement it by setting forth additional or subsequent transactions or occurrences, at any time by leave of court” “Motions for leave to amend should be freely granted, absent prejudice or surprise . . . unless the proposed amendment is palpably insufficient or patently devoid of merit” (*MBIA Ins. Corp. v Greystone & Co., Inc.*, 74 AD3d 499, 499 [1st Dept 2010]). For these purposes, prejudice “arises when a party incurs a change in position or is hindered in the preparation of its case or has been prevented from taking some measure in support of its position” (*Valdes v Marbrose Realty*, 289 AD2d 28, 29 [1st Dept 2001]; *Anoun v City of New York*, 85 AD3d 694, 694 [1st Dept 2011]). A party opposing leave to amend “must overcome a heavy presumption of validity in favor of [permitting amendment].” (*CIFG Assur. N. Am., Inc. v J.P. Morgan Sec. LLC*, 146 AD3d 60, 65 [1st Dept 2010]).

Vector’s proposed amendment is neither palpably insufficient nor patently devoid of merit. With respect to the renewal option for the Original Sign, the Agreement provides that “upon Iconic’s written approval, Vector shall have the option of renewing the Agreement at the same terms and conditions contemplated herein for one additional period of five (5) years” (*id.* at 4). Vector asserts that Iconic’s initial execution of the Agreement constituted the required written approval. As to the Additional Sign, Vector asserts that its advertising rights began no earlier than 2021, after Iconic certified that construction was complete, and the Court issued an

injunction permitting Vector to access the Additional Sign. Vector alleges that Iconic's termination of Vector's rights to advertise on the Additional Sign in January 2025 violated the Agreement as it occurred less than five years after construction was completed. While Vector's allegations remain to be proven, they are sufficient to permit amendment under CPLR 3025(b).

Iconic's arguments concerning undue delay and prejudice are similarly unavailing. Iconic asserts that Vector "waited over four years to assert a new theory" that the Additional Signs are subject to a separate term from the Original Sign (NYSCEF 329 at 13). But the events giving rise to this theory (i.e., the termination of Vector's advertising rights in August 2024) occurred mid-litigation and only a few months before Vector filed this motion. Iconic also claims that Vector waited four years to assert the branding allegations (*id.* at 18). However, Vector raised this issue in its June 2021 letter to Iconic (NYSCEF 319 at 2); a September 2024 motion to compel (NYSCEF 226 at 2); and a October 2024 discovery request seeking photographs of the billboard signs showing the "placement of Iconic or Vector branding/logo (or absence thereof)" (NYSCEF 320 at 3). In sum, there is no indication that permitting the amendment would surprise or hinder Iconic in the preparation of its case, particularly given that discovery has already taken place with respect to the branding allegations (*Norwood v City of New York*, 203 AD2d 147, 149 [1st Dept 1994] [holding that plaintiff could not claim surprise because defendants amended the answer to assert an affirmative defense just prior to opening statements where relevant facts were explored during discovery]).

The Court has considered the parties' remaining arguments and finds them unavailing.

Accordingly, it is

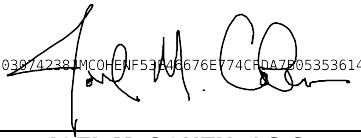
ORDERED that Vector's motion for leave to amend the complaint is **GRANTED**; it is further

ORDERED that Plaintiffs may file the Second Amended Complaint on NYSCEF within five (5) business days of the date of this Order; and it is further

ORDERED that Defendants shall serve an answer or otherwise respond to the Second Amended Complaint within 20 days from the date of said filing.

This constitutes the Decision and Order of the Court.

8/3/2025
DATE


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JOEL M. COHEN, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	SUBMIT ORDER	
			<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
					REFERENCE