

Friedman, J.P., Kapnick, Webber, Oing, JJ.

11437 Mario Kucher, Index 156221/16  
Plaintiff-Respondent-Appellant,

-against-

Elliot Sohayegh, et al.,  
Defendants-Appellants-Respondents.

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The Price Law Firm LLC, New York (Joshua C. Price of counsel),  
for appellants-respondents.

Sutton Sachs Meyer PLLC, New York (Zachary G. Meyer of counsel),  
for respondent-appellant.

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Order, Supreme Court, New York County (Lynn R. Kotler, J.),  
entered on or about October 9, 2019, which, insofar as appealed  
from as limited by the briefs, denied plaintiff's motion for  
summary judgment dismissing the counterclaim, and denied  
defendants' cross motion for summary judgment dismissing the  
cause of action for breach of contract and on its counterclaim,  
unanimously modified, on the law, to grant defendants' motion as  
to the breach of contract cause of action, and otherwise  
affirmed, without costs.

The record demonstrates that plaintiff, who is not a  
licensed real estate broker, may not recover for breach of  
contract pursuant to Real Property Law § 442-d because the  
subject property was the dominant feature of the transaction at  
issue. Plaintiff failed to raise a factual issue that the  
"Management Fee Agreement" that provided plaintiff with a  
"Management Fee" of \$1 million is a finder's fee or a fee for

services facilitating the purchase and sale of that property (Real Property Law § 440[1]; *Sorice v Du Bois*, 25 AD2d 521 [1st Dept 1966]). The record does not support plaintiff's claim that the compensation he seeks is for any non-brokerage, management services he rendered in connection with the transaction (see *Futersak v Perl*, 84 AD3d 1309 [2d Dept 2011], *lv denied* 18 NY3d 943 [2012]).

The court otherwise correctly denied the parties' motions.

THIS CONSTITUTES THE DECISION AND ORDER  
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: APRIL 30, 2020

  
CLERK