Renwick, J.P., Manzanet-Daniels, Gesmer, Kern, Singh, JJ.

9586 Julia An-Jung,
Plaintiff-Respondent,

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-against-

Rower LLC, et al., Defendants-Appellants.

Mound Cotton Wollan & Greengrass, LLP, New York (Kenneth M. Labbate of counsel), for appellants.

Michael J. Redenburg, P.C., New York (Michael J. Redenburg of counsel), for respondent.

Order, Supreme Court, New York County (Francis A. Kahn III, J.), entered March 12, 2019, which, to the extent appealed from, denied defendants' motion to dismiss the breach of contract and breach of fiduciary duty claims, unanimously reversed, on the law, without costs, and the motion granted.

The breach of contract claim should be dismissed in light of defendants' account stated defense (see Mintz & Gold LLP v Daibes, 125 AD3d 488 [1st Dept 2015]). The retainer agreement required that objections to bills be raised within 30 days after receipt of the bills; plaintiff timely paid all the bills and did not object to any of them until two months after she received the last one. Moreover, the breach of fiduciary duty claim should be dismissed on the ground that it is duplicative of the breach of contract claim "since the claims are premised upon the same facts

and seek identical damages" (Chowaiki & Co. Fine Art Ltd. v Lacher, 115 AD3d 600, 600 [1st Dept 2014]).

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

ENTERED: JUNE 11, 2019

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