Botbol v Frosch Intl. Travel, Inc
2026 NY Slip Op 30091(U)
January 9, 2026
Supreme Court, New York County
Docket Number: Index No. 652006/2020
Judge: Andrea Masley

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 48

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MICHEL BOTBOL,

Plaintiff,

- v -

FROSCH INTERNATIONAL TRAVEL, INC, FROSCH INTERNATIONAL TRAVEL, LLC, FT GLOBAL, LLC, FT TRAVEL, INC, FT TRAVEL, LLC, FT TRAVEL-MANAGEMENT, LLC, FT TRAVEL-NY, LLC, FROSCH HOLDCO, INC, 231 E. 51ST STREET LLC, BRYAN LEIBMAN, and RICHARD LEIBMAN,

Defendants.

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INDEX NO. 652006/2020

MOTION DATE --

MOTION SEQ. NO. 007

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 007) 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 308, 311, 313, 318, 328, 329, 330, 331, 332, 333, 334, 335, 339, 340, 341, 354, 355, 360

were read on this motion to/for SUMMARY JUDGMENT (AFTER JOINDER).

In motion sequence number 007, defendant Frosch International Travel, Inc. (Frosch) moves pursuant to CPLR 3212 for summary judgment in its favor dismissing plaintiff Michel Botbol's first and second causes of action for breach of contract and breach of the duty of good faith and fair dealing.[1] (*See* NYSCEF Doc. No. [NYSCEF] 192, Notice of Motion.)

[1] Botbol's third and fourth causes of actions against Frosch for unjust enrichment and quantum meruit were previously dismissed. (NYSCEF 115, Decision and Order [mot. seq. no. 002] at 3/3 [NYSCEF pagination].)

Background

On August 13, 2018, Frosch and Botbol executed an employment agreement (Employment Agreement), in which Botbol was hired as Frosch's President of New York. (NYSCEF 6, Employment Agreement.) The Employment Agreement provides for a five-year term, from August 2018 to August 2023, compensation that includes a $325,000 base salary, bonus and phantom stocks payments, and participation in employee benefit and health insurance plans. (*Id.* §§ 1 [A], 5-7.) Attachment A to the Employment Agreement further specifies that Botbol "will be paid a guaranteed bonus of $75,000, as long as [he] is employed by [Frosch]." (NYSCEF 6, Employment Agreement at Attachment A § 2.)

Section 9 of the Employment Agreement governs termination of employment and defines six types of termination: (A) under Section 1[2], (B) without cause, (C) for cause, (D) upon disability, (E) upon employee's death, and (F) upon voluntary resignation. (NYSCEF 6, Employment Agreement § 9 [A] – [F].) Section 9(C) provides that Botbol "may be terminated for Cause with written notice." (*Id.* § 9 [C].) Similarly, § 9(F) permits Botbol to resign "after providing forty-five (45) days' written notice." (*Id.* § 9 [F].) The remaining termination provisions are silent as to any notice requirement.

Section 10 of the Employment Agreement governs payment in the event of termination and provides that "each form of payment . . . corresponds with the reason for the termination." (NYSCEF 6, Employment Agreement § 10.) If Botbol is terminated under Section 1(C), Frosch is "without further financial obligations" (*id.* § 1 [C]), except

[2] Section 1(C) provides that "[t]he Company may cancel the Agreement in August 2019 without further financial obligations." (NYSCEF 6, Employment Agreement § 1 [C].)

that if Frosch "does not have 'Cause' to terminate [Botbol] at such time," Botbol is entitled to a $43,750 bonus and, regardless of reason for termination, entitled to phantom stocks within 60 days of the end of employment. (*Id.* at Attachment A § 3, Attachment B §§ 1, 3.) Meanwhile, if terminated "without cause," Botbol is "entitled to receive the compensation/benefits set forth in Sections 10(B)(i)-(v) . . . provided . . . the timely execution and non-revocation . . . of a Separation Agreement and General Release." (*Id.* § 10 [B].)

Ahead of the one-year anniversary of the Employment Agreement, in July and August of 2019, Botbol and Bryan Leibman, Frosch's Chief Executive Officer (CEO), had several meetings. (NYSCEF 195, Leibman Tr at 61: 6-10, 15-19; NYSCEF 263, Botbol Tr at 64: 3-22; NYSCEF 207, July 1, 2019 Email; NYSCEF 208, July 3, 2019 Calendar Invite; NYSCEF 209, July 19, 2019 Calendar Invite; NYSCEF 210, August 12, 2019 Calendar Invite; NYSCEF 212, August 13, 2019 Email.) During these meetings, Botbol and Leibman discussed reducing Botbol's salary. (NYSCEF 195, Leibman Tr at 88: 9-20; NYSCEF 263, Botbol Tr at 64: 11-22.) On August 26, 2019, Botbol emailed Leibman the "First Amendment to Employment Agreement." (NYSCEF 123, August 26, 2019 Email.) Leibman responded, "I haven't reviewed but lower salary of 180k needs to go into effect next week." (NYSCEF 329, August 26, 2019 Email.) Botbol's salary was subsequently reduced to $180,000, effective September 1, 2019. (NYSCEF 214, September 4, 2019 Emails.) Botbol continued working for Frosch at the reduced salary. (NYSCEF 267, Botbol Payroll Records.)

On January 2, 2020, Enrique Espinoza, Frosch's Chief Financial Officer (CFO), emailed payroll, stating "[p]er our agreement in place with Michel [Botbol], we need to

process a bonus payment of $75K." (NYSCEF 268, January 2, 2020 Email.) Botbol was paid the $75,000 bonus on January 16, 2020. (NYSCEF 215, Botbol Payroll Records at 11/18 [NYSCEF pagination].)

On March 6, 2020, Frosh terminated Botbol's employment, as part of a company layoff brought about by the COVID-19 pandemic. (*See* NYSCEF 195, Leibman Tr. at 163: 24-25, 164: 2-19; *see also* NYSCEF 216, March 6, 2020 Email; NYSCEF 217, March 11, 2020 Email; NYSCEF 298, March 11, 2020 Email; NYSCEF 330, March 6, 2020 Email.)

On May 26, 2020 Botbol filed this action. (*See* NYSCEF 1, Summons and Complaint.) Botbol alleged four causes of action against Frosch for (i) breach of contract, (ii) breach of the duty of good faith and fair dealing, (iii) unjust enrichment, and (iv) quantum meruit. (NYSCEF 11, Amended Complain [AC].) On January 12, 2022, this court dismissed Botbol's third and fourth causes of action for unjust enrichment and quantum meruit. (NYSCEF 115, Decision and Order [mot. seq. no. 002] at 3/3 [NYSCEF pagination].) Frosch seeks summary judgment dismissing Botbol's remaining claims. (NYSCEF 192, Notice of Motion.)

Discussion

Under CPLR 3212, "the proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact." (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986] [citations omitted].) Once the movant has made such a showing, the burden shifts to the opposing party to demonstrate, with admissible evidence, facts sufficient to require a trial, or summary judgment will be

granted. (*See Winegrad v NY Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985].) "[S]ummary judgment may be granted as to one or more causes of action, or part thereof, in favor of any one or more parties, to the extent warranted, on such terms as may be just." (CPLR 3212 [e].)

Breach of Contract

Botbol alleges that Frosch breached the Employment Agreement by (i) underpaying Botbol's salary between September 2019 and March 2020, and (ii) failing to pay Botbol after March 2020. (NYSCEF 11, AC ¶¶ 29, 32-34.) Frosch maintains that the cause of action for breach of contract must be dismissed because Frosch unilaterally exercised its termination right pursuant to § 1(C) of the Employment Agreement in August 2019, and Botbol's employment was at-will thereafter. For the reasons set forth below, issues of fact exist as to whether Frosch canceled the Employment Agreement in August 2019, and hence, whether Frosch breached the Agreement when it failed to pay Botbol in accordance with the terms therein. Accordingly, Frosch has failed to demonstrate its entitlement to judgment as a matter of law.

Section 1(C) of the Employment Agreement gives Frosch the unilateral right to "cancel the Agreement in August 2019 without further financial obligations." (NYSCEF 6, Employment Agreement § 1 [C].) Ahead of the one-year anniversary of the Employment Agreement, in July and August 2019, Botbol and Leibman had several meetings. (NYSCEF 195, Leibman Tr at 61: 6-10, 15-19; NYSCEF 263, Botbol Tr at 64: 3-22; NYSCEF 207, July 1, 2019 Email; NYSCEF 208, July 3, 2019 Calendar Invite; NYSCEF 209, July 19, 2019 Calendar Invite; NYSCEF 210, August 12, 2019 Calendar

Invite; NYSCEF 212, August 13, 2019 Email; NYSCEF 213, August 4, 2019 Text Message.) Along with evidence of these meetings, Frosch produces communications from Botbol that allegedly "confirms that Botbol knew Frosch was going to exercise its right to cancel the Employment Agreement at the one-year mark based on his lack of performance." (NYSCEF 235, Frosch's MOL at 12.) The communication, containing language such as "[t]hey start putting pressure on me" and "[i]t doesn't look good" is too vague to establish what Botbol knew ahead of his meetings with Leibman. (NYSCEF 205, February 26, 2019 Email; NYSCEF 206, February 26, 2019 Text Message; NYSCEF 213, August 4, 2019 Text Message.) Moreover, what Botbol knew or suspected ahead of any meeting does not evidence whether Leibman, in fact, cancelled the Employment Agreement during one such meeting.

Frosch asserts that Leibman told Botbol during one of the August meetings that he was canceling the Employment Agreement (NYSCEF 195, Leibman Tr at 60: 16-24, 61: 15-19; NYSCEF 199, Espinoza Tr at 46: 3-25), but Botbol rejects that Leibman ever told him that the Employment Agreement was canceled. (NYSCEF 194, Botbol Tr at 65: 6-12, 70: 10-14). Accordingly, whether Frosch canceled the Employment Agreement with Botbol is a question of fact and summary judgment must be denied. (*Asabor v Archdiocese of NY*, 102 AD3d 524, 527 [1st Dept 2013] ["it is not the court's function on a motion for summary judgment to assess credibility." (internal quotation marks and citation omitted)].)

The remaining evidence equally demonstrates the existence of material issues of fact as to whether Frosch canceled the Employment Agreement in August 2019. On August 26, 2019, Botbol emailed Leibman the proposed First Amendment to

Employment Agreement. (NYSCEF 269, August 26, 2019 Email.) Indicating that there was a contract to amend, Leibman responded, "I haven't reviewed but lower salary of 180k needs to go into effect next week." (NYSCEF 329, August 26, 2019 Email.) Beginning September 1, 2019, Botbol worked for Frosch at the reduced salary of $180,000. (NYSCEF 214, September 4, 2019 Emails; NYSCEF 267, Botbol Payroll Records.) In January 2020, Frosch paid Botbol a $75,000 bonus. (NYSCEF 215, Botbol Payroll Records at 11/18 [NYSCEF pagination].) This amount equals the bonus Botbol was guaranteed under the Employment Agreement. (NYSCEF 6, Employment Agreement at Attachment A § 2.) Moreover, it was paid, according to Frosch's CFO Espinoza, "per our agreement in place with Michel [Botbol]." (NYSCEF 268, January 2, 2020 Email.)

Viewing the evidence in the light most favorable to Botbol, issues of fact exist regarding the alleged cancellation of the Employment Agreement in August 2019. Though there is no evidence that the parties executed an amendment to the Employment Agreement, the parties' dialogue regarding an amendment, coupled with Botbol's continued employment (albeit at a lower salary) and receipt of a bonus in an amount equal to the bonus set forth in the Employment Agreement, evidences a material issue of fact as to whether Botbol continued working for Frosch pursuant to the Employment Agreement or pursuant to another arrangement after August 2019. Because "an evaluation of competing evidence falls within the province of the finder of fact at trial [and] is beyond that of the IAS Court on a summary judgment motion," the motion must be dismissed. (*Grullon v City of New York*, 297 AD2d 261, 269 [1s Dept 2002] [internal quotation marks and citations omitted].) Accordingly, the court denies

Frosch's motion for summary judgment on Botbol's breach of contract claim for underpaying Botbol's salary between September 2019 and March 2020. (NYSCEF 11, AC ¶ 29.)

Botbol also alleges that Frosch breached the Employment Agreement by failing to pay Botbol his compensation and benefits *after* March 2020. (NYSCEF 11, AC ¶¶ 32-34.) Frosch seeks summary judgment dismissing the claim on the grounds that Botbol was an employee at-will in March 2020, and, regardless, never sent the Separation Agreement and General Release, which was an express condition precedent to receiving payment post-termination.

It is undisputed that Botbol was terminated on March 6, 2020. (NYSCEF 194, Botbol tr 69:15-17; NYSCEF 195, Leibman tr 163:24-25, 164:2-13; NYSCEF 196, Deena Lifshitz tr 51:19-23; NYSCEF 199, Espinoza tr 63: 8-25, 64: 2-3; NYSCEF 216, March 6, 20202 Email from Leibman to Lifshitz ["Michel [Botbol] is no longer with us]; NYSCEF 217, March 11, 2020 Email from Botbol [job lost due to COVID].)

Though a question of fact exists as to whether the Employment Agreement remained in effect on March 6, 2020, this question is not material to resolving the question of whether Frosch breached the Agreement by failing to pay Botbol *after* March 6, 2020. If the Agreement was, as Frosch alleges, terminated in August 2019 pursuant to § 1(C), then Frosch's payment obligations – set forth in Attachments A and B to the Employment Agreement – would have been due sixty days after termination, in October 2019, and Frosch's failure to pay would have been a breach at this time, not after March 2020. (NYSCEF 6, Employment Agreement § 1 [C], Attachment A § 3, Attachment B §§ 1, 3.) Similarly, if it is found that the Employment Agreement was not

terminated in August 2019 and continued to govern the employment of Botbol until his termination on March 6, 2020, Frosch did not breach the Agreement by failing to pay Botbol because Botbol failed to satisfy an express condition precedent, namely the execution of the Separation Agreement and General Release. (*See* NYSCEF 6, Employment Agreement § 10 [B].) Accordingly, Frosch has demonstrated its entitlement to judgment as a matter of law on Botbol's breach of contract claim for failing to pay Botbol after March 2020.

Botbol fails to raise a material issue of fact. Botbol argues that because Frosch did not inform him of which provision in the Employment Agreement he was terminated under, Botbol did not have notice that he needed to execute the Separation Agreement and General Release to receive payment. This argument is unavailing. Frosch has evidenced that Botbol knew he was terminated in March 2020 due to COVID-19. (NYSCEF 217, March 11, 2020 Email; NYSCEF 194, Botbol tr 69:15-25, 70:2-19.) Accordingly, Botbol had notice of his termination and the reason for such termination. Of the six grounds for termination provided for in the Employment Agreement, only § 9(B), "termination without cause," was applicable under the circumstances.[3] Because Botbol could only have been terminated pursuant to § 9(B), Frosch's payment obligations were governed by § 10(B), which provides that

[3] The option to terminate the Agreement pursuant to § 9(A) was not available in March 2020, as it provides for termination either at the one-year mark in August 2019 or at the end of the Employment Term in August 2023. (NYSCEF 6, Employment Agreement §§ 1 [C], 9 [A].) Similarly, Botbol could not have been terminated "for cause" under § 9(C) because 'cause' as defined in the Agreement did not apply layoffs due to a global pandemic. (*Id.* § 9 [C] [i].) Since Botbol suffered neither physically or mental disability, nor death, because of COVID-19, sections 9(D) and (F) were also inapplicable. (*Id.* §§ 9 [D] – [F].) Finally, there is no claim by either party that Botbol voluntary resigned pursuant to § 9(F). (*Id.* § 9 [F].)

> "If [Botbol] is terminated without Cause, [Botbol] shall be entitled to receive the compensation/benefits set forth in Sections 10(B)(i) - (v) below; **provided, however**, receipt of such compensation/ benefits is subject to the timely execution and non-revocation by [Botbol] of a Separation Agreement and General Release, in the form substantially similar to the form attached to this Agreement as Attachment 'C'." (*Id.* [emphasis added].)

Botbol does not claim to have ever submitted the Separation Agreement and General Release as required to receive the compensation and benefits. Accordingly, Frosch could not have breached the contract by failing to pay Botbol after his termination on March 6, 2020. Because Botbol fails to raise a material issue of fact, Frosch's motion for summary judgment on Botbol's breach of contract action for failing to pay Botbol after March 2020 is granted and this part of Botbol's claim is dismissed.

Breach of the Duty of Good Faith and Fair Dealing

Botbol contends that there was an implied contractual obligation in the Employment Agreement to provide Botbol with a notice of termination and that Frosch breached the duty of good faith and fair dealing by failing to notify Botbol of his termination and the reason for such termination, thereby depriving Botbol of the opportunity to submit the Separation Agreement and General Release necessary to receive payment after termination. Frosch seeks to dismiss Botbol's second cause of action for breach of the duty of good faith and fair dealing on the ground that it is duplicative of Botbol's breach of contract claim and insufficiently pled. Because the First Department has already held that "[Botbol's claim of breach of the covenant of good faith and fair dealing . . . is not duplicative of his breach of contract claim (*Botbol v Frosch Intl. Travel, Inc.*, 222 AD3d 471, 472 [1st Dept 2023]), the court only addresses whether the evidence demonstrates Frosch's entitlement to judgment as a matter of law.

"In New York, all contracts imply a covenant of good faith and fair dealing in the course of performance." (*Cordero v Transamerica Annuity Serv. Corp.*, 39 NY3d 399, 409 [2023] [internal quotation marks and citation omitted].) "Whether a covenant will be read into a contract where there is no express agreement to perform depends upon the intent of the parties gathered from the instrument and the surrounding circumstances." (*Commercial Wood & Cement Co. v Northampton Portland Cement Co.*, 115 AD 388, 393 [1906] [citations omitted].) The party seeking enforcement of an implied covenant "must prove not merely that it would have been better or more sensible to include such a covenant, but rather that the particular unexpressed promise sought to be enforced is in fact implicit in the agreement viewed as a whole." (*Cordero*, 39 NY3d at 410 [internal quotation marks and citation omitted].) Nevertheless, "[n]o obligation can be implied . . . which would be inconsistent with the other terms of the contractual relationship." (*Id.* [internal quotation marks and citation omitted].)

Botbol argues that under New York law, the duty of good faith and fair dealing implies a notice requirement.[4] While there are circumstances in which a court will imply a notice requirement, this is not such a case. It is a well-established principle of contract interpretation "that agreements are construed in accord with the parties' intent" and the best evidence of the parties' intent "is what they say in their writing. Thus, a written agreement that is complete, clear and unambiguous on its face must be

[4] Botbol cites *42-50 21st St. Realty LLC v First Cent. Sav. Bank* (2022 WL 1004187, *3 [ED NY, Apr. 4, 2022, No. 20CV5370 (RPK/RLM)]), *Echo Bay Pharms., LLC v Torrent Pharma, Inc*. (2022 WL 2132964, *11 [SD NY, June 14, 2022, No. 20CV6345 (BCM)]), *Prakhin v Fulton Towers Realty Corp.* (122 AD3d 601, 602 [2d Dept 2014]), *Metro. Life Ins. Co. v RJR Nabisco, Inc.* (716 F Supp 1504, 1517 [SD NY 1989], and *Sterling Natl. Bank v Goldberg* (277 AD2d 45, 47 [1st Dept 2000]).

enforced according to the plain meaning of its terms." (*Greenfield v Philles Records*, 98 NY2d 562, 569 [2002] [internal quotation marks and citations omitted].) Accordingly, where the contract "expressly define[s] when [defendant] was required to give notice" and "the parties neglected to specifically include a requirement that [defendant] provide [plaintiff] with notice whenever an event of [termination] occurred, the Court may not imply one." (*42-50 21st St. Realty LLC v First Cent. Sav. Bank* (2022 WL 1004187, *3 [ED NY, Apr. 4, 2022, No. 20CV5370 (RPK/RLM)]), *citing Vermont Teddy Bear Co., Inc. v 538 Madison Realty Co.*, 1 NY3d 470, 475 [2004].)

Here, the Employment Agreement's §§ 9(A) and (E) provides for automatic termination. Meanwhile, §§ 9(C) and (F), explicitly formulate an obligation to provide written notice. (NYSCEF 6, Employment Agreement §§ 9 [C], [F].) Sections 9(B) and (D) are silent as to any notice requirement, but § 9(B) requires that termination be "subject to and in accordance with the Bylaws of [Frosch][5]." Where the parties have elected to include a notice requirement for select contract provisions but not others, inferring a notice requirement would violate the general rules of contract construction and amount to adding "an obligation that is not stated in the agreement, although it could easily have been included if that had been the parties' intent." (*Riverside S. Planning Corp. v CRP/Extell Riverside, L.P.*, 13 NY3d 398, 406 [2009]; *see also Reiss v Fin. Performance Corp.*, 97 NY2d 195, 199 [2001] ["we will not necessarily imply a term since courts may not by construction add or excise terms, nor distort the meaning of those used and thereby make a new contract for the parties under the guise of interpreting the writing." (internal quotation marks and citations omitted)].)

[5] It is unknown whether Frosch's bylaws require notice of termination.

Moreover, a second principal of contract construction requires that "in cases of doubt or ambiguity, a contract must be construed most strongly against the party who prepared it." (*67 Wall Street Co. v Franklin Natl. Bank*, 37 NY2d 245, 249 [1975].) It is undisputed that Botbol prepared the Employment Agreement. (NYSCEF 202, July 11, 2018 Email.) Therefore, Botbol had the opportunity to draft explicit notice requirements for termination but elected not to do so. For the foregoing reasons, the court finds that there is no implied notice requirement, and there can, thus, be no breach.

Even if the court were to find that there was an implied notice requirement, the cause of action fails because there is no evidence of a breach. Botbol was terminated on March 6, 2020, as part of a company layoff brought about by the COVID-19 pandemic. (*See* NYSCEF 194, Botbol tr 69:15-17; NYSCEF 195, Leibman tr 163:24-25, 164:2-13; NYSCEF 196, Deena Lifshitz tr 51:19-23; NYSCEF 199, Espinoza tr 63:8-25, 64:2-3; NYSCEF 216, March 6, 20202 Email; NYSCEF 217, March 11, 2020 Email.) The evidence shows that Botbol had notice of his termination and the reason for such termination. Accordingly, Frosch did not fail to provide Botbol notice and relatedly, did not prevent Botbol from satisfying the condition precedent of executing the Separation Agreement and General Release.

Botbol fails to raise a material question of fact. Botbol's only argument is that while "Frosch orally noted COVID-19" this "did not clearly indicate any reason for termination pursuant to the Employment Agreement" and thus, "Botbol was not aware of the need to furnish Frosch with a separation agreement." (NYSCEF 272, Botbol's MOL at 15.) This argument is unavailing. As set forth above, only § 9(B), "termination without cause," was applicable under the circumstances. Thus, even if Botbol was not

explicitly told by Frosch that he was terminated without cause pursuant to § 9(B), Botbol was on notice that the condition precedent set forth in § 10(B) had been triggered. Because Botbol fails to raise a material question of fact, summary judgment is granted in Frosch's favor.

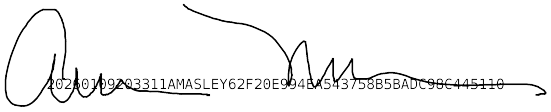
Accordingly, it is

ORDERED that motion sequence 007 is denied, in part, as to Botbol's first cause of action for breach of contract for underpaying Botbol's salary between September 2019 and March 2020, and granted, in part, as to Botbol's first cause of action for breach of contract for failing to pay Botbol after March 2020 and Botbol's second cause of action for breach of the implied duty of good faith and fair dealing; and it is further

ORDERED that the part of Botbol's first cause of action for breach of contract against Frosch for failing to pay Botbol after March 2020 is dismissed; and it is further

ORDERED that the second cause of action against Frosch for breach of the implied duty of good faith and fair dealing is dismissed; and it is further

ORDERD that the parties shall review the Part 48 trial procedures and appear for a trial scheduling conference on February 9, 2026 at 4 pm. Motions in limine are due by February 9, 2026. Otherwise, waived.



1/9/2026
DATE

ANDREA MASLEY, J.S.C.

CHECK ONE:		CASE DISPOSED			X	NON-FINAL DISPOSITION	
		GRANTED		DENIED	X	GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE