Haotian Song v Singularity Future Tech. Ltd.
2026 NY Slip Op 31851(U)
March 18, 2026
Supreme Court, New York County
Docket Number: Index No. 659180/2025
Judge: Gerald Lebovits
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. GERALD LEBOVITS** **PART** **07**

Justice

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HAOTIAN SONG,

Plaintiff,

- v -

SINGULARITY FUTURE TECHNOLOGY LTD., JIA YANG, JINHAO PANG, ZHONGLIANG XIE, XU ZHAO, YANGYANG XU, and CHEE JIONG NG,

Defendants.

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INDEX NO. 659180/2025

MOTION DATE 01/09/2026, 01/07/2026

MOTION SEQ. NO. 001 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 22, 23, 24, 25, 26, 27, 36, 48, 49, 50, 51

were read on this motion for INJUNCTION/RESTRAINING ORDER.

The following e-filed documents, listed by NYSCEF document number (Motion 002) 2, 3, 4, 6, 28, 29, 30, 31, 32, 33, 34, 46, 47

were read on this motion to DISMISS.

Haotian Song, Queens, NY, plaintiff pro se.
Hang & Associates, PLLC, Flushing, NY (Ge Qu and Yun Zhou of counsel), for defendants.

Gerald Lebovits, J.:

Defendants are Singularity Future Technology Ltd., a publicly traded company incorporated in Virginia, with offices in New York, and its officers and/or directors Jia Yang, Jinhao Pang, Zhongliang Xie, Xu Zhao, Yangyang Xu, and Chee Jiong Ng. Pursuant to a signed employment agreement dated June 1, 2023, plaintiff, Haotian Song, was hired by Singularity Future as vice president of business development for a one-year term. On February 1, 2024, plaintiff signed another employment agreement, under which he was to continue working for Singularity Future as vice president of business development. On or about July 31, 2024, plaintiff and Singularity Future executed a written resignation letter, in which both parties agreed to terminate their employment relationship.

In October 2025, plaintiff commenced this action against defendants. Plaintiff asserts six causes of action: (1) breach of contract; (2) termination of health insurance in violation of the federal Employment Retirement Income Security Act of 1974 and Consolidated Omnibus Budget Reconciliation Act of 1985; (3) failure to pay earned wages in violation of Labor Law § 193; (4) breach of fiduciary duty; (5) failure to pay earned wages in violation of the federal Fair Labor Standards Act; and (6) fraudulent inducement.

In motion sequence 001, plaintiff seeks, by order to show cause, a preliminary injunction under CPLR 6301 to enjoin defendants, and a non-party alleged to be acting in concert with defendants, from transferring, dissipating, or otherwise impairing any assets under their direct or indirect control. Plaintiff also seeks expedited discovery in aid of injunctive relief.

In motion sequence 002, defendants move under CPLR 7501 and 7503 for an order compelling arbitration or, alternatively, changing the venue of this action to Nassau County. The defendants also seek dismissal of plaintiff's first five causes of action under CPLR 3211 (a) (1) and (a) (5); and seek dismissal of the sixth cause of action under CPLR 3211 (a) (7).

Defendants' request to compel arbitration is granted. Plaintiff's requests for a preliminary injunction and expedited discovery are denied.

DISCUSSION

Motion Sequence 002

I. The Branch of the Defendants' Motion Seeking to Compel Arbitration

On a motion to compel arbitration, the court must first determine whether the parties have entered into a valid arbitration agreement and, if so, whether the dispute sought to be compelled falls within the scope of that agreement. (*See Edgewater Growth Capital Partners, L.P. v Greenstar N. Am. Holdings, Inc.*, 69 AD3d 439, 439 [1st Dept 2010].) CPLR 7503 (a) provides that when a party moves to compel arbitration, and "there is no substantial question whether a valid agreement was made . . . the court shall direct the parties to arbitrate."

A. Whether a Valid Agreement to Arbitrate was Made

Defendants seek to enforce the arbitration clauses in the 2023 and the 2024 employment agreements. Each of those clauses provides that "[a]ny claim, controversy or dispute arising out of or relating in any way to this Agreement or Employee's employment with (or the termination of Employee's employment with) the Company shall be settled by arbitration." (NYSCEF No. 2 at 10 ¶ 14.1; NYSCEF No. 3 at 17-18 ¶ 14.1.) It is undisputed that the 2023 employment agreement is valid and binding between the parties.

As for the 2024 employment agreement, plaintiff's allegation that it was fraudulently induced does not render the agreement's arbitration clause invalid. A claim of fraud in the inducement affects the validity of an arbitration clause when fraud relates to the arbitration provision itself, or if the alleged fraud was part of a grand scheme that permeated the entire contract, including the arbitration clause. (*See Matter of Weinrott [Carp]*, 32 NY2d 190, 197 [1973].) To establish that fraud permeated the entire contract, it must be shown that the agreement was not the product of an arm's length negotiation, or that the arbitration clause was included in the contract to accomplish a fraudulent scheme. (*See Anderson St. Realty Corp v New Rochelle Revitalization, LLC*, 78 AD3d 972, 974 [2d Dept 2010].) Here, plaintiff does not allege that the agreement was not the result of an arm's length negotiation; nor does plaintiff allege a

connection between the arbitration clause and the asserted fraudulent inducement. (NYSCEF No. 1 at 7.) Thus, the arbitration clause found in the 2024 employment agreement is valid, and the issue of fraudulent inducement is for the arbitrator.[1]

B. Whether the Arbitration Clauses Encompass Plaintiff's Claims

Defendants argue that each of plaintiff's claims falls within one of the broad arbitration clauses found in either the 2023 or 2024 employment agreements. Defendants further argue that because the clauses in each agreement incorporate by reference the American Arbitration Association's (AAA) Employment Arbitration Rules, questions of arbitrability are for the arbitrator. (*See* NYSCEF No. 34 at 10-11.) Plaintiff does not contest these arguments. This court agrees with defendants.

Each arbitration clause provides that arbitration shall be "administered by the American Arbitration Association in accordance with its Employment Arbitration Rules." (NYSCEF No. 2 at 10 ¶ 14.1; NYSCEF No. 3 at 17-18 ¶ 14.1.) And under the AAA's Employment Arbitration Rules and Mediation Procedures, effective from January 1, 2023, through May 1, 2025, the "arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement."[2] Likewise, the current AAA Employment/Workplace Arbitration Rules and Mediation Procedures, effective after May 1, 2025, provide that "[t]he arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or the arbitrability of any claim or counterclaim."[3] Because each agreement incorporates the AAA rules, the arbitrator must resolve any question about the arbitrability of plaintiff's claims. (*Life Receivables Trust v Goshawk Syndicate 102 at Lloyd's*, 66 AD3d 495, 496 [1st Dept 2009] ["[W]hen the parties' agreement specifically incorporates by reference the AAA rules, which provide that the tribunal shall have power to rule on its own jurisdiction, including objections with respect to the existence, scope or validity of the arbitration agreement, and employes language referring all disputes to arbitration, courts will leave the

[1] Although plaintiff does not raise the issue, the arbitration clause contained in the 2024 employment agreement is enforceable notwithstanding Singularity Future's failure to countersign the agreement. "[A]n arbitration clause in a written agreement is enforceable, even if the agreement is not signed, when it is evident that the parties intended to be bound by the contract." (*God's Battalion of Prayer Pentecostal Church, Inc. v Miele Assoc., LLP*, 6 NY3d 371, 373 [1984].) Here, the parties demonstrated an intent to be bound by the 2024 employment agreement and acted pursuant to its terms. Plaintiff was paid wages from February to March 2024, consistent with the 2024 employment agreement. (NYSCEF 6 at 2-3 [pdf pagination].) Additionally, in the resignation letter, plaintiff acknowledged the amount of outstanding compensation due and owing to him under the 2024 employment agreement. (NYSCEF 4 at 1 ¶ 5.)

[2] American Arbitration Assoc, *Employment Arbitration Rules and Mediation Procedures* R-6 (eff. Jan. 1, 2023), *available at* https://www.adr.org/media/sj3jfivl/employmentrules_web_3.pdf.

[3] American Arbitration Assoc, *Employment/Workplace Arbitration Rules and Mediation Procedures* R-7 (eff. May 1, 2025), *available at* https://www.adr.org/media/0vrpbnm0/2025_employment_arbitration_rules.pdf.

question of arbitrability to the arbitrators." (internal quotation marks and citation omitted)], *affd* 14 NY3d 850 [2010].)

C. Plaintiff's Remaining Arguments in Opposition

Plaintiff argues that defendants' motion is premature under CPLR 3211 (d).[4] According to plaintiff, discovery is needed to ascertain core facts underlying the defendants' dismissal arguments. (NYSCEF No. 46 at 2.) With respect to defendants' motion to compel arbitration, this argument is without merit. CPLR 3211 (d) protects a party opposing a motion to dismiss under CPLR 3211 (a) or a party opposing a motion to dismiss a defense under CPLR 3211 (b). CPLR 3211 (d) does not provide a defense for a party opposing a motion to compel arbitration under CPLR 7503.

Separately, the motion to compel arbitration is not premature. Plaintiff is in possession of or has access to the facts essential to determine the existence and validity of the arbitration clauses, *i.e.*, the employment agreements themselves and the AAA rules incorporated by reference.

Defendants' motion to compel arbitration of plaintiff's claims against them is granted. Defendants' remaining, alternative requests for change of venue or for dismissal of the action are denied without prejudice pending arbitration.

Motion Sequence 001

I. Plaintiff's Motion for a Preliminary Injunction and Expedited Discovery

A. Preliminary Injunction

Plaintiff moves by order to show cause for a preliminary injunction under CPLR 6301 to enjoin defendants, and Solarlink Group Inc., a non-party alleged to be acting in concert with defendants, from transferring, dissipating, or otherwise impairing any assets under their direct or indirect control. Plaintiff's motion for a preliminary injunction is denied.

A preliminary injunction is not appropriate here, because plaintiff seeks only monetary relief in the complaint. (*See Daley v Related Companies, Inc.* 179 AD2d 55, 61 [1st Dept 1992].) Moreover, plaintiff's argument that injunctive relief is necessary to prevent defendants from dissipating assets is unpersuasive. The "mere danger of asset-stripping is not a sufficient basis to make an exception to the general rule" that an injunction will not issue in an action for money damages. (*Credit Agricole Indosuez v Rossiyskiy Kredit Bank*, 94 NY2d 541, 548 [2000].) Thus, "[a] preliminary injunction may not be obtained to preserve assets as security for a potential monetary judgment even if the evidence shows that a party intends to frustrate any judgment by making it uncollectible." (*Fatima v Twenty Seven-Twenty Four Realty Corp.*, 65 AD3d 1079, 1079 [2d Dept 2009].)

[4] In his moving papers, plaintiff argues that the motion is premature under CPLR 3211 (f), but quotes language from CPLR 3211 (d). (*See* NYSCEF No. 46 at 2.) This court takes plaintiff to have meant CPLR 3211 (d).

B. Expedited Disclosure/Discovery

Plaintiff also moves for expedited discovery. (NYSCEF No. 36 at 2-3; NYSCEF No. 24 at 4.) This request includes demands for various documents plaintiff argues are necessary to identify assets, prevent dissipation, and ensure compliance with injunctive relief. (NYSCEF No. 24 at 4.) In light of the court's denial of injunctive relief, plaintiff's motion for expedited discovery is also denied.

Accordingly, it is hereby

ORDERED that plaintiff's motion for a preliminary injunction and for expedited discovery (mot seq 001) is denied; and it is further

ORDERED that the branch of defendants' motion seeking to compel arbitration of plaintiff's claims against them (mot seq 002) is granted, and this action is stayed pending arbitration; and it is further

ORDERED that on or before September 4, 2026, the parties shall submit letters updating the court about the status of the arbitral proceeding, to be submitted by e-filing on NYSCEF and email to SFC-Part7-Clerk@nycourts.gov; and it is further

ORDERED that the branches of defendants' motion for a change of venue or for dismissal of the complaint are denied without prejudice pending arbitration.

3/18/2026
DATE

HON. GERALD LEBOVITS J.S.C.

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