

Brian S. Cousin (NJ Bar Id. No. 038391988)
Jose M. Jara (NJ Bar Id. No. 043482015)
Casey Katz Pearlman (NJ Bar Id. No. 447632024)
FOX ROTHSCHILD LLP
49 Market Street
Morristown, NJ 07960
Tel: (973) 992-4800
Fax: (973) 992-9125
Attorneys for Defendant

SARO HARTOUNIAN, NAREG
HARTOUNIAN, and HYEGATE, LLC,

Plaintiffs,

v.

VAN Z. KRIKORIAN,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN
COUNTY

DOCKET NO.: BER-C-000287-25

ORDER TO SHOW CAUSE

THIS MATTER having been brought before the Court by motion of Fox Rothschild LLP, attorneys for Defendant Van Z. Krikorian (“Defendant”), on notice to plaintiffs Saro Hartounian (“Saro”), Nareg Hartounian (“Nareg), and Hyegate, LLC’s (“Hyegate) (collectively, “Plaintiffs”), for the entry of an Order to Show Cause seeking a stay of all proceedings commenced in the above-referenced matter, and the Court having considered the Memorandum of Law submitted in support of Defendants’ application filed herewith; and for good cause having been shown;

IT IS on this ____ day of December, 2025, hereby

ORDERED that Defendants appear before this Court on _____, 2026, at _____ o’clock, or as soon thereafter as counsel may be heard, at the Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601, and show cause why an Order should not be issued in favor of Defendant as follows:

- a. Staying the instant action pending the Court's determination of Defendants' motion to compel arbitration;
- b. Compelling arbitration of Plaintiffs' claims against Defendant consistent with Section 4 of the Federal Arbitration Act, 9 U.S.C. § 4 (2025), and the Arbitration Provision in Plaintiff Hyegate's Operating Agreement;
- c. Awarding Defendant's attorneys' fees and costs incurred in connection with this application; and
- d. For such other and further relief as the Court deems just and equitable.

AND IT IS FURTHER ORDERED that:

1. A copy of this Order to Show Cause and Memorandum of Law in support of Defendant's application shall be served upon counsel for Plaintiffs by electronic mail within two (2) days of the date of this Order. Such service shall be deemed proper service of process in lieu of summons upon Defendants.

2. Plaintiffs shall file and serve any papers in opposition to this Order to Show Cause, with proof of service, on or before by _____, 20__.

3. Defendant shall file with Court and serve any reply papers in further support of its application on or before _____, 20__.

4. If Plaintiffs do not file and serve opposition to this Order to Show Cause, the application will be decided on the papers on the return date and the relief sought may be granted by default, provided that Defendant files a proof of service and a proposed form of order prior to the return date.

5. If Defendant has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.

6. The Court will entertain oral argument, but not testimony, on the return date of the Order to Show Cause, unless the Court and parties are advised to the contrary no later than five (5) business days before the return date set forth above.

Hon. Nicholas Ostuni, J.S.C.

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Plaintiffs,

v.

VAN Z. KRIKORIAN,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN
COUNTY

DOCKET NO.: BER-C-000287-25

ORDER GRANTING STAY

THIS MATTER having been brought before the Court by motion of Fox Rothschild LLP, attorneys for Defendant Van Z. Krikorian (“Defendant”), on notice to plaintiffs Saro Hartounian (“Saro”), Nareg Hartounian (“Nareg), and Hyegate, LLC’s (“Hyegate) (collectively, “Plaintiffs”), for the entry of an Order to Show Cause seeking a stay of all proceedings commenced in the above referenced matter, and the Court having considered the Memorandum of Law submitted in support of Defendant’s application filed herewith; and for good cause having been shown;

IT IS on this ____ day of _____ 20__, hereby

ORDERED as follows:

1. Defendant’s motion to compel arbitration is hereby granted;
2. The instant action is hereby stayed pending completion of arbitration;

3. Defendant is hereby awarded attorneys' fees and costs incurred in obtaining the within relief; and

4. Counsel for Defendant shall submit a Certification of fees and costs incurred within five (5) business days of the dates of this Order.

Hon. Nicholas Ostuni, J.S.C.

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 Jose M. Jara (NJ Bar Id. No. 043482015)
 Casey Katz Pearlman (NJ Bar Id. No. 447632024)

FOX ROTHSCHILD LLP

49 Market Street
 Morristown, NJ 07960
 Tel: (973) 992-4800
 Fax: (973) 992-9125

Attorneys for Defendant

SARO HARTOUNIAN, NAREG
 HARTOUNIAN, and HYGATE, LLC,

Plaintiffs,

v.

VAN Z. KRIKORIAN,

Defendant.

SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION: BERGEN
 COUNTY

DOCKET NO.: BER-C-000287-25

CERTIFICATION OF JOSE M. JARA, ESQ.

Jose M. Jara, Esq., of full age, states as follows:

1. I am an attorney at law in the State of New Jersey and an attorney in the law firm of Fox Rothschild LLP, counsel for Defendant Van Z. Krikorian (“Defendant”) in the above-referenced matter.

2. I make this Certification in support of Defendant’s emergency application to the Court to stay the instant matter and compel arbitration of Plaintiffs’ claims.

3. Defendant has not responded to the Complaint, no default has been entered, and Defendant has not made any other applications to the Court.

4. Defendant’s professional bio can be found at the following link:
<https://www.pace.edu/profile/van-z-krikorian>.

5. A true and correct copy of the following documents is attached hereto as an exhibit:

Ex. No.	DOCUMENT NAME
1	Letter from Adam K. Derman, Esq. of the law firm Chiesa Shahinian & Giantomasi PC to Van Z. Krikorian, dated December 16, 2025.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Jose M. Jara

Jose M. Jara

Dated: December 22, 2025

EXHIBIT 1



CHIESA SHAHINIAN & GIANTOMASI PC

105 Eisenhower Parkway, Roseland, NJ 07068
csglaw.com

ADAM K. DERMAN
Member
aderman@csglaw.com

O 973.530.2027

F 973.530.2227

December 16, 2025

Via Email and First Class Mail

Van Z. Kirkorian
5 Frederick Court
Harrison, New York 10528
vkirkorian@outlook.net

**Re: Saro Hartounian, et al. v. Van Z. Krikorian,
Docket No. BER-C-00287-25**

Dear Mr. Kirkorian:

As you know, this firm represents Plaintiffs Saro Hartounian, Nareg Hartounian, and Hyegate, LLC (collectively, "Plaintiffs") in the above-captioned matter. Please take notice that a hearing on the TRO portion of Plaintiffs' application for entry of an Order to Show Cause for a preliminary injunction with temporary restraints has been scheduled for **Monday, January 5, 2026, at 10:00 a.m.** via Zoom before the Honorable Nicholas Ostuni, J.S.C.

The Court has indicated that no written opposition is required on your behalf, though you may submit same should you choose to do so. Please also note that only the TRO portion of Plaintiffs' application will be considered at that time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AD', with a stylized flourish at the end.

ADAM K. DERMAN
Member

cc: *Stephen Pepe, Law Clerk to the Hon. Nicholas Ostuni*
(stephen.pepe@njcourts.gov)
Lisa Dale Jansen, Confidential Secretary to the Hon. Nicholas Ostuni
(Lisa-Dale.Jansen@njcourts.gov)

SARO HARTOUNIAN, NAREG
HARTOUNIAN, and HYEGATE, LLC,

Plaintiffs,

v.

VAN Z. KRIKORIAN,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN
COUNTY

DOCKET NO.: BER-C-000287-25

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S APPLICATION

Jose M. Jara, Esq.
Brian S. Cousin, Esq.
Casey Katz Pearlman, Esq.
FOX ROTHSCHILD LLP
49 Market Street
Morristown, NJ 07960
Tel: 973.992.4800
Fax: 973.992.9125
Attorneys for Defendant
Van Z. Krikorian

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PRELIMINARY STATEMENT

Defendant Van Krikorian (“Defendant”) respectfully submits this memorandum of law in connection with his motion seeking an order (1) staying all proceedings in this action pending the Court’s resolution of the Defendant’s motion to compel arbitration of all of the claims set forth in the Complaint filed in this action on or about December 9, 2025 (“Complaint”) by Plaintiffs Saro Hartounian (“Saro”), Nareg Hartounian (“Nareg), and Hyegate, LLC (“Hyegate) (collectively, “Plaintiffs”) and (2) compelling arbitration of all of the claims set forth in the Plaintiffs’ Complaint. Defendant is also respectfully submitting the Certification of Jose M. Jara, Esq., dated December 22, 2025, in support of this motion (the “Jara Cert.”). As detailed further below, the Court should stay this proceeding and compel the Plaintiffs to arbitrate all of the claims set forth in the Complaint, consistent with the Federal Arbitration Act (“FAA”) and the clear Arbitration Provision contained in Defendant Hyegate’s Operating Agreement, which was signed and agreed to by both the Plaintiffs and Defendant.

RELEVANT FACTS¹

I. Relevant Procedural History

On or about December 9, 2025, Plaintiffs filed the Complaint in this Court alleging the following causes of action: (1) Breach of Fiduciary Duty; (2) Breach of Contract; (3) Defamation; (4) Business Defamation (on behalf of Hyegate only); (5) Fraud/Conspiracy to Commit Fraud; (6) Declaratory Judgment; and (7) Dissociation.² Plaintiffs also filed an application with the Court seeking preliminary injunctive relief and a temporary restraining order by order to show cause. On

¹ The well pled allegations in the Complaint are accepted as true for the purposes of this motion only. Nothing contained in this memorandum should be construed as a waiver of the Parties’ agreements to arbitrate their disputes, a waiver of the Defendant’s right to deny the allegations in the Complaint, or a waiver of any of the Defendant’s affirmative or other defenses to the claims set forth in the Complaint.

or about December 16, 2025, Defendant received a letter from Plaintiffs' counsel informing him that "a hearing on the TRO portion of Plaintiffs' application for entry of an Order to Show Cause for a preliminary injunction with temporary restraints has been scheduled [by the Court] for **Monday, January 5, 2026, at 10:00 a.m.** via Zoom before the Honorable Nicholas Ostuni, J.S.C." A copy of this letter from Plaintiffs' counsel, dated December 16, 2025, is attached to the Jara Cert. as Exhibit 1.³

II. Facts Relevant to Plaintiffs' Agreement to Arbitrate

According to the Complaint, Saro, Nareg, and Defendant are all members and co-owners of Hyegate, a Limited Liability Corporation organized under the laws of the State of New York. *See* Compl., ¶ 10, Ex. A, p. 1. Attached as Exhibit A to the Complaint is a copy of plaintiff Hyegate's Amended and Restated Limited Liability Company Operating Agreement (the "Operating Agreement"). Also, according to the Complaint, Saro, Nareg, and Defendant assumed ownership of Hyegate, formerly known as Charitable Life Programs, LLC, on January 10, 2015. *Id.* On or around May 1, 2017, Hyegate's operating agreement was updated. The Operating Agreement added a new principal business address and clarified that the purpose of the company is to include mining and international business transactions. *Id.*

Article X of the Operating Agreement is entitled "Miscellaneous Provisions." Compl., Ex. A., p. 15. Section 10.3 of the Operating Agreement is entitled "Application of New York Law" and states: "This agreement and its application and interpretation shall be governed exclusively by

³Defendant is currently considering whether to move to disqualify Plaintiffs' counsel from representing Plaintiffs in this case or any related arbitration based on the applicable rules of professional conduct which, among other things, prohibit a lawyer from being both an advocate and a necessary witness in a case unless the testimony is about uncontested facts or legal fees, or disqualifying the lawyer would cause substantial hardship for the Plaintiffs. *See* N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.3.7; New Jersey Rule of Professional Conduct 3.7. Defendant expressly reserves his right to make a motion to disqualify the Plaintiffs' counsel based on this or any other grounds in the appropriate forum.

its terms and by the laws of the State of New York.” *Id.* at 16. Section 10.14 of the Operating Agreement is entitled “Arbitration” and states:

Any controversy or claim arising out of or relating to this [Operating] Agreement **shall only be settled by arbitration** in New York City, New York, before a panel of three (3) neutral arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment may be entered in any court having jurisdiction.

Id. at 17 (emphasis added). All of the members of plaintiff Hyegate – Saro, Nareg, and Defendant – signed and agreed to the terms of the Operating Agreement on May 1, 2017 and, therefore, agreed to be bound by the terms of this broad and exclusive arbitration provision (the “Arbitration Provision”). Additionally, both the Operating Agreement and the matters raised in the Complaint involve issues of international and interstate commerce. Plaintiffs Saro and Nareg both live in New Jersey. Compl. ¶¶ 8-9. Plaintiff Hyegate is a New York Limited Liability Company, with a principal place of business in New York. *Id.* ¶ 10. Defendant is a resident of New York. *Id.* ¶ 11. Plaintiffs allege that Defendant “managed legal affairs” for Hyegate both in the United States and Armenia. *Id.* ¶ 30. Defendant and Plaintiffs Saro and Nareg “formed Hyegate which, through a subsidiary, DAP, LLC (“DAP”) owns and manages Aragats Perlite OJSC⁴ (“AP”), a mining company in Armenia.” *Id.* ¶ 2. DAP is a Delaware Limited Liability Company governed by the laws of Delaware. Compl., Ex. B, ¶ 10.3.⁵

⁴ An “OJSC” is an Armenian company organized under the laws of Armenia as a corporate entity.

⁵ The operating agreement of DAP is attached to the Complaint as Exhibit B. DAP’s operating agreement also contains a mandatory arbitration agreement which states that: “Any controversy or claim arising out of or relating to this [Operating] Agreement **shall only be settled by arbitration** in New York City, New York, before a single neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment may be entered in any court having jurisdiction.” Compl. Ex. B, ¶ 10.14 (emphasis added).

LEGAL ARGUMENT

“An [order to show cause] may properly be utilized where a party seeks some form of emergent, temporary, interlocutory or other form of interim relief such as the preservation of the status quo pending final hearing of the case.” *Solondz v. Kornmehl*, 317 N.J. Super. 16, 20 (App. Div. 1998). Here, emergent relief is needed to ensure that the terms of the Parties’ Arbitration Provision are respected and enforced.

I. The Applicability of the FAA

The FAA – applicable to the interpretation and enforceability of the Arbitration Provision here – broadly provides that: “A written provision in any...contract evidencing a transaction involving commerce ...to settle by arbitration a controversy thereafter arising out of such contract or transaction,...shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U.S.C. § 2. As detailed above, the claims and agreements at issue in the instant action involve commerce across various state and country lines. *See* Relevant Facts, II. Additionally, according to Section 3 of the FAA, this Court should stay this proceeding upon being satisfied that the issue(s) involved in the proceeding are referable to arbitration under such an agreement between the Parties:

If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.

9 U.S.C. § 3.

Unlike other arbitration clauses, this one is mandatory. Accordingly, the Court should grant the Defendant's motion to stay this proceeding and compel Plaintiffs to arbitrate their claims against Defendant.

II. New York Law Applies When Assessing the Enforceability of the Arbitration Provision

As stated above, Hyegate's Operating Agreement states: "This Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of New York." Compl., Ex. A, p. 16. Therefore, New York State substantive law is applicable to the Court's determination of whether the Arbitration Provision is valid and enforceable here. Plaintiffs agreed to arbitrate all claims arising from or relating to the Operating Agreement, and they should not be permitted to circumvent this agreement by litigating the claims set forth in the Complaint in this Court. As demonstrated herein, the Arbitration Provision is valid and binding upon the Plaintiffs and, accordingly, Plaintiffs should be compelled to arbitrate all of the claims asserted in the Complaint consistent with the terms of the Arbitration Provision.

III. Plaintiffs' Claims are Arbitrable

Under the FAA, courts "must rigorously enforce arbitration agreements according to their terms." *Am. Express Co. v. Italian Colors Restaurant*, 570 U.S. 228, 233 (2013). Under New York substantive law, when a party moves to compel arbitration, the "court must determine 'in the first instance...whether[the] parties have agreed to submit their disputes to arbitration and, if so, whether the disputes generally come within the scope of their arbitration agreement.'" *Revis v. Schwartz*, 192 A.D.3d 127, 134 (2d Dept. 2020). According to the United States Supreme Court, courts throughout the country should "apply ordinary state-law principles that govern the formation of contracts" to determine whether an arbitration agreement covers a specific claim. *First Options of Chicago, Inc v. Kaplan*, 514 U.S. 938, 944 (1995). As outlined below, it is

abundantly clear that the Arbitration Provision is binding upon the Plaintiffs and covers the claims Plaintiffs assert against Defendant in the Complaint.

A. The Arbitration Provision is Valid and Binding

It is well settled under New York law “that a court will not order a party to submit to arbitration absent evidence of that party’s ‘unequivocal intent to arbitrate the relevant dispute’...and unless the dispute falls clearly within that class of claims which the parties agreed to refer to arbitration.” *Primavera Laboratories, Inc. v. Avon Products, Inc.*, 297 A.D.2d 505, 505 (1st Dept. 2002) (internal citations omitted). “[A]rbitration clauses, as contractual agreements, must be enforced according to their terms...” *Id.* at 506. New York Courts enforce arbitration agreements where there is “a manifestation of mutual assent sufficiently definite to assure that the parties are truly in agreement[.]” *In re Express Indus. & Terminal Corp. v. N.Y. State Dep’t of Transp.*, 93 N.Y.2d 584, 589 (1999). By signing a written instrument, a party creates presumptive evidence of his/its assent to enter into a binding agreement. *Gillman v. Chase Manhattan Bank*, 73 N.Y.2d 1, 11 (1988) (holding that a party’s signature generally creates a presumption that the party assented to the terms of the agreement). Here, the Arbitration Provision is clear that the parties to the agreement – Plaintiffs and Defendant – agreed to arbitrate any claims arising out of or relating to the Operating Agreement.

The Arbitration Provision states: “Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in New York City, New York, before a panel of three (3) neutral arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association.” *See* Compl., Ex. A, p. 17. The language of the Arbitration Provision is unambiguous that the parties to the Operating Agreement agreed to arbitrate “any controversy or claim arising out of or relating to” that Operating Agreement. Plaintiffs and Defendant signed the Operating Agreement, evincing their intent to be bound by the terms of the

Operating Agreement and, therefore, the Arbitration Provision. As such, the Arbitration Provision is valid and binding on the Parties.

B. All of Plaintiffs' Claims are Clearly Within the Scope of the Arbitration Provision

In addition, all of the Plaintiffs' claims set forth in the Complaint are clearly within the class of claims which the Parties agreed to refer to arbitration. As previously stated, the Arbitration Provision covers "[a]ny controversy or claim arising out of or relating to this [Operating] Agreement." Complaint, Ex. A, p. 17. All of the claims asserted in the Complaint arise out of and are directly related to the Operating Agreement. Courts routinely compel arbitration in cases where arbitration provisions in operating agreements are broad, like the one in Hyegate's Operating Agreement. *See, e.g., Feiger v. Ray Enterprises, LLC*, 238 A.D.3d 599, 600 (1st Dept. 2025) (enforcing arbitration of alleged misconduct in the operation and dissipation of entity where broadly worded arbitration clause within operating agreement "state[d] that any dispute between the parties arising from the agreement shall be resolved exclusively in binding arbitration"); *Sutphin Retail One, LLC v. Sutphin Airtrain Realty, LLC*, 143 A.D.3d 972, 974 (2d Dept. 2016) (enforcing arbitration agreement in operating agreement which "specifically provided that 'any controversy or dispute arising out of or relating to this Agreement' shall be arbitrated."). Additionally, the United States Supreme Court has stated that the presumption of arbitrability will exist such that "[in] the absence of any express provision excluding a particular grievance from arbitration...only the most forceful evidence of a purpose to exclude the claim from arbitration can prevail." *AT&T Tech., Inc. v. Communications Workers of America*, 475 U.S. 643, 650 (1986).

In the present case, the Complaint identifies specific provisions of the Operating Agreement all parties agreed to abide by (*see, e.g.* Complaint ¶¶ 25 – 29), and provisions which Plaintiffs assert Defendant breached as a 1/3 co-owner and member of Hyegate. *See, e.g.,*

Complaint ¶¶ 94 – 96. More generally, each of the Plaintiffs’ causes of action set forth in the Complaint is clearly a “claim arising from or relating to th[e] [Operating] Agreement.” Plaintiffs’ claim against Defendant for breach of contract alleges that Defendant breached his obligations arising from and related to the Operating Agreement. Complaint ¶¶ 29, 30, 95. Plaintiffs’ claim against Defendant for breach of fiduciary duty arises from and directly relates to the Defendant’s alleged fiduciary duties under the Operating Agreement. Complaint ¶¶ 28, 77, 89 – 93. Plaintiff’s claims for defamation and business defamation arise from and relate to the Parties’ business dealings under the Operating Agreement. Complaint ¶¶ 103 – 106. Plaintiffs’ claims for fraud/conspiracy to commit fraud arise from and relate to the Defendant’s alleged actions and/or omissions with respect to his alleged duties under the Operating Agreement. Complaint ¶¶ 108 – 111. Finally, the Plaintiffs’ claims for declaratory judgment and dissociation clearly relate to the Operating Agreement because they seek remedies that would impact the corporate governance, membership, management, and ownership of Hyegate. Complaint ¶¶ 113 - 121.⁶

Accordingly, Plaintiffs should be compelled to arbitrate all of the claims asserted in their Complaint.

C. Public Policy Favors Compelling Arbitration

It is axiomatic that an agreement to arbitrate is favored and generally enforceable under both New York and federal law. Indeed, there is long-standing precedent in New York and under federal law in favor of enforcing these provisions. Specifically, when “parties enter into an agreement and, in one of its provisions, promise that any dispute arising out of or in connection with it shall be settled by arbitration, any controversy which arises between them and is within the

⁶ The Complaint also does not include any facts that would support a contractual defense to the enforceability of the Arbitration Provision.

compass of the provision must go to arbitration.” *Giahn v. Giahn*, 290 AD2d 483, 483-84 (2d Dep’t 2002); *see also Matter of Smith Barney, Harris Upham & Co. v Luckie*, 85 NY2d 193, 200-201 (1995) (“Congress established a Federal policy favoring arbitration agreements, which is to be advanced by rigorous judicial enforcement of arbitration agreements and by resolution of any ‘ambiguities as to the scope of the arbitration clause itself ... in favor of arbitration’ ”) (citations omitted).

“The FAA embodies a national policy favoring arbitration founded upon a desire to preserve the parties’ ability to agree to arbitrate, rather than litigate, their disputes.” *Doctor’s Assocs., Inc. v. Alemayehu*, 934 F.3d 245, 250 (2d Cir. 2019). In fact, courts are instructed by the United States Supreme Court that “[b]y its terms, the [Federal Arbitration] Act leaves no place for the exercise of discretion by a district court, but instead mandates that district courts *shall* direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed.” *Dean Witter Reynolds v. Byrd*, 470 U.S. 213, 218 (1985); *see also Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983) (“any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.”).

New York State also has a preference for enforcing arbitration agreements. *See* New York Civil Practice Law and Rules (“CPLR”) § 7503 (“[a] party aggrieved by the failure of another to arbitrate may apply for an order compelling arbitration. Where there is no substantial question whether a valid arbitration agreement was made or complied with...the court shall direct the parties to arbitrate.”). In fact, New York “favors and encourages arbitration as a means of conserving the time and resources of the courts and the contracting parties. Therefore, New York courts interfere

as little as possible with the freedom of consenting parties to submit disputes to arbitration.” *Stark v. Molod Spitz DeSantis & Stark, P.C.*, 9 N.Y.3d 59, 66 (2007); *Westinghouse Elec. Corp. v New York City Tr. Auth.*, 82 NY2d 47, 53 (1993) (“the public policy of New York State favors and encourages arbitration and alternative dispute resolutions”).

Accordingly, the public policy of the State of New York favors the Court’s enforcement of the Parties’ Arbitration Provision and compelling the Plaintiffs to pursue their claims in arbitration.

CONCLUSION

For all the foregoing reasons, Defendant respectfully requests that the Court grant Defendant’s motion seeking an order (1) staying all proceedings in this action pending the Court’s resolution of the Defendant’s motion to compel arbitration and (2) compelling arbitration of all of the claims set forth in the Plaintiffs’ Complaint.

Dated: December 22, 2025

FOX ROTHSCHILD LLP

Attorneys for Defendant

/s/ Jose. M. Jara

Jose M. Jara

Brian S. Cousin

Casey Katz Pearlman

49 Market Street

Morristown, NJ 07960

Tel: 973-992-4800

Fax: 973-992-9125

jjara@foxrothschild.com

bcousin@foxrothschild.com

cpearlman@foxrothschild.com

Attorneys for Defendant