

EXHIBIT 4



APPOINTMENT OF ARBITRATOR

NOTICE TO ALL PARTIES

October 19, 2021

Re: Oto Analytics, Inc. dba Womply vs. Benworth Capital Partners, LLC
Reference #: 1210038203

Dear Parties:

Alexander L. Brainerd has been appointed as Arbitrator in the above-referenced matter. In accordance with the JAMS Comprehensive Arbitration Rules no party may have *ex-parte* communications with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

The Arbitrator will bill in accordance with the enclosed Fee Schedule. Each party will be assessed a pro rata share of all fees and expenses, unless JAMS is notified otherwise by the arbitrator or parties. Under appropriate circumstances, the Arbitrator may award against any party JAMS fees and expenses. JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in the arbitration.

The parties have been billed a preliminary deposit to cover the expense of all pre-hearing work, such as reading, drafting of orders, and conference calls. An invoice for this deposit is attached. Payment is due no later than 11/2/2021. Upon receipt of payment, a Preliminary Arbitration Management Conference Call will be scheduled with the Arbitrator.

Your new contact person for this file is Amy Thornton, Case Manager to Alexander L. Brainerd.

Amy Thornton
Two Embarcadero Center Suite 1500
San Francisco, CA 94111
Phone: 415-774-2686
Email: AThornton@jamsadr.com

Contact me at 714-937-8256 or laguilar@jamsadr.com if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Aguilar", is written over the typed name.

Laura Aguilar
Case Manager
laguilar@jamsadr.com

Enclosure

DEPOSIT REQUEST**Invoice Date**

10/19/2021

Invoice Number

5913868

Bill To: **Ms. Corali Lopez-Castro Esq.**
Kozyak Tropin Throckmorton, LLP
2525 Ponce de Leon Blvd.
9th Floor
Miami, FL 33134
US

Reference #: **1210038203 - Rep# 1**

Billing Specialist: **Gonzalez, Erwin**
 Email: **egonzalez@jamsadr.com**
 Telephone: **949-224-4642**
 Employer ID: **68-0542699**

RE: **Oto Analytics, Inc. dba Womply vs. Benworth Capital Partners, LLC**
 Representing: **Benworth Capital Partners, LLC**

Neutral(s): **Alexander Brainerd, Esq.**

Hearing Type: **ARBITRATION**

LA

Date / Time	Description	Your Share
10/19/21	JAMS INC Non-Refundable Counterclaim Filing Fee	\$ 1,750.00
10/19/21	Alexander L Brainerd Esq. Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 4,000.00

Total Billed: \$ 5,750.00

Total Payment: \$ 0

Balance: \$ 5,750.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.**

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

DEPOSIT REQUEST**Invoice Date**

10/19/2021

Invoice Number

5913870

Bill To: **Mr. Alexander Cheney Esq.**
Willkie Farr & Gallagher LLP
One Front St
34th Floor
San Francisco, CA 94111
US

Reference #: **1210038203 - Rep# 2**

Billing Specialist: **Mason, Glenn T**
 Email: **gmason@jamsadr.com**
 Telephone: **949-224-4654**
 Employer ID: **68-0542699**

RE: **Oto Analytics, Inc. dba Womply vs. Benworth Capital Partners, LLC**

Neutral(s): **Alexander Brainerd, Esq.**

Representing: **Oto Analytics, Inc. dba Womply**

Hearing Type: **ARBITRATION**

LA

Date / Time	Description	Your Share
10/19/21	Alexander L Brainerd Esq. Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 4,000.00

Total Billed: \$ 4,000.00

Total Payment: \$ 0

Balance: \$ 4,000.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.**

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Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612



General Fee Schedule

Alexander L. Brainerd, Esq.

PROFESSIONAL FEES

Daily Rate\$8,000

Includes up to 8 hours of session time on the scheduled day

Half Day Rate.....\$5,000

Includes up to 4 hours of session time on the scheduled day

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$800 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

CASE MANAGEMENT FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$875 per party

Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
3 days or more	60 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

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JAMS ARBITRATION ADMINISTRATIVE POLICIES

I. Fees for the Arbitration

The Parties and their attorneys agree to pay JAMS for the arbitration as set forth in the Fee and Cancellation Policy attached to and incorporated in this Agreement. JAMS' agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Unless otherwise agreed by JAMS, the Parties agree that they are liable for and agree to pay their portion of JAMS' fees and expenses and for all time spent by the arbitrator, including any time spent in rendering services before or after the arbitration hearing. Parties are billed a preliminary retainer to cover the expense of all pre-hearing work, including conference calls. Payment of the preliminary retainer is required prior to scheduling a Preliminary Arbitration Management Conference with the Arbitrator. The Parties agree to pay all invoices received prior to the hearing in advance of the arbitration hearing. If such fees have not been paid prior to the arbitration hearing, the Party or Parties who have not paid remain liable for such fees. The Parties further agree to payment of an Abeyance Fee to be charged 12 months from the date of last billing, and every six months thereafter. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices. Refunds will be issued to the individual or entity that was billed, regardless of payor(s). For payments remitted via e-check, credit card, or ACH, refunds will be issued to the credit card or bank account that was used to make the payment.

II. Records

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

IV. Party

The term "Party" as used in these Policies includes Parties to the Arbitration and their counsel or representative.



Document Retention Policy

Please note that **30 CALENDAR DAYS** after termination of any case JAMS will destroy the following documents submitted by parties unless parties specifically notify JAMS that they wish to collect their documents:

- Briefs
- Exhibits¹
- Evidence
- Transcripts

Parties should collect their documents as soon as possible after the termination of a case. Otherwise, they will be destroyed 30 days thereafter. Please note that JAMS does not maintain a duplicate file of documents, which are normally forwarded to the Neutral upon receipt. Any items marked with notes, comments or suggestions by the Neutral will automatically be destroyed upon closing of the file.

“Termination” of a case is defined as any of the following:

- Resolution of a matter, e.g., either through settlement or issuance of an award
- Mutual agreement to close the matter
- Withdrawal from ADR Process
- Time Period of one year elapses without any resolution and no future dates on calendar
- Notice from JAMS that the matter has been terminated

¹ Exhibits - For temporary judge and referee cases, CRC 2.400(c)(2) – Exhibits will be returned to the clerk of the court, unless stipulated otherwise by the parties and such stipulation approved by the court.