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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

OTO ANALYTICS, LLC f/k/a OTO
ANALYTICS, INC. d/b/a WOMPLY,

Petitioner,

v.

BENWORTH CAPITAL PARTNERS, LLC,
Respondent.

Case No. 3:24-cv-3975-AMO

**DECLARATION OF DWAYNE A.
ROBINSON, ESQ. IN SUPPORT OF
RESPONDENT'S ADMINISTRATIVE
MOTION FOR ENLARGEMENT OF PAGE
LIMITS APPLICABLE TO RESPONDENT'S
CROSS-MOTION TO VACATE AND FOR
EXTENSION OF TIME TO RESPOND TO
PETITIONER'S MOTION TO CONFIRM**

1 I, Dwayne A. Robinson, hereby declare under penalty of perjury:

2 I am a Partner at the law firm Kozyak Tropin & Throckmorton LLP. I submit this declaration in
3 support of the Administrative Motion for Enlargement of Page Limits Applicable to Respondent's Cross-
4 Motion to Vacate and For Extension of Time to Respond to Petitioner's Motion to Confirm. I make this
5 declaration based on my own personal knowledge. If called to do so, I could and would testify to the
6 matters contained herein.

7 1. The Small Business Administration is a federal agency that manages the Paycheck
8 Protection Program ("PPP"). The PPP provided liquidity to small businesses during the COVID-19
9 pandemic so that those businesses could cover their payroll expenses. Benworth, a licensed PPP lender,
10 provided such loans, mainly to minority-owned businesses with assistance from Womply. Womply
11 prepared and referred PPP loan application to Benworth.

12 2. A dispute arose between Benworth and Womply, which resulted in the JAMS arbitration
13 styled *Oto Analytics, Inc. v. Benworth Capital Partners LLC*, JAMS Ref. No. 1210038203 (the
14 "Arbitration").

15 3. The presentation of evidence at the Arbitration's final hearing lasted seven days and the
16 parties' closing arguments followed in a separate session. As a result, the record at this stage is
17 extensive—the appendix to the Petition includes over 4,000 pages of evidence.

18 4. Womply's Motion to Confirm the arbitration award ("Womply's Motion") was filed on
19 August 20, 2024. (ECF No. 41). Under Local Rule 7-3, Benworth's response is due on September 3,
20 2024.

21 5. On Sunday, August 25, 2024, counsel for Benworth invited counsel for Womply to confer
22 on Monday. Benworth followed up on that request on Monday, August 26, 2024.

23 6. In its invitation to confer, Benworth proposed a consolidated briefing schedule whereby
24 Benworth converts its Petition to Vacate filed in the Vacatur Action into a cross-motion to vacate in the
25 instant action. Instead of filing an opposition in the Vacatur Action, Womply will oppose Benworth's
26 cross-motion and then Benworth will reply to that.

27 7. Benworth has requested that the Court enlarge the page limit applicable to its cross-
28 motion. Until the Court rules on that issue, Benworth is unable to finalize its cross-motion and response

1 to Womply's Motion. Without the benefit of the Court's ruling on the page limit, it would be prejudicial
2 to require Benworth to respond to Womply's Motion by the September 3 deadline imposed by Local
3 Rule 7-3.

4 8. The following scheduling modification occurred in this case:

5 a. On July 16, the Court vacated the ADR and Rule 26 discovery deadlines set by the
6 Initial Case Management Scheduling Order (ECF No. 20).

7 b. On July 22, the Court granted the parties' stipulation to extend Benworth's
8 deadline to respond to Womply's Petition to July 23, 2024. (ECF No. 25).

9 9. The requested extension will not affect the schedule for the case because the hearing on
10 Womply's Motion is not until January 9, 2025.

11 10. The parties are unable to stipulate to any of these issues because Womply has expressed
12 that it intends to respond to the Petition to Vacate in the Vacatur Action and that it will not agree to an
13 enlargement of the page limits nor to an extension of time.

14 11. The parties agree that this action should be consolidated with *Benworth v. Womply*, 3:24-
15 cv-4840 (N.D. Cal) (the "Vacatur Action") and intend submit a stipulation to consolidate.

16 I declare under penalty of perjury under the laws of the United States that the foregoing is true
17 and correct. Executed this August 26, 2024, at Miami, Florida.

18 /s/ Dwayne A. Robinson
19 Dwayne A. Robinson
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ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)

Pursuant to Civil Local Rule 5-1(i)(3), the filer of this document attests that concurrence in the filing of this document has been obtained from the signatories above.

Dated: August 26, 2024

/s/ Simon S. Grille
Simon S. Grille