

WILLKIE FARR & GALLAGHER LLP

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Attorney for Petitioner

Oto Analytics, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

OTO ANALYTICS, LLC,

Petitioner,

v.

BENWORTH CAPITAL PARTNERS LLC,

Respondent.

Case No. 3:24-cv-03975

**DECLARATION OF ALEXANDER L.
CHENEY IN SUPPORT OF OTO
ANALYTICS, LLC'S PETITION TO
CONFIRM ARBITRATION AWARD AND
FOR ENTRY OF JUDGMENT**

1 I, Alexander L. Cheney, pursuant to 28 U.S.C. § 1746, declare as follows:

2 1. I am a member in good standing of the bars of California and New York. I am
3 admitted to practice in the United States District Court for the Northern District of California. I
4 am a partner at Willkie Farr & Gallagher LLP, counsel for Petitioner Oto Analytics, LLC (f/k/a
5 Oto Analytics, Inc. d/b/a Womply) (“Womply”).

6 2. I respectfully submit this declaration to provide this Court with certain materials
7 cited in Womply’s Petition To Confirm Arbitration Award And Entry For Entry Of Judgment.
8 This declaration is based on my personal knowledge or information provided to me.

9 **DOCUMENTS**

10 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Amended and
11 Restated PPP Loan Referral Agreement entered into by Womply and Benworth Capital Partners
12 LLC (“Benworth”), dated April 14, 2021.

13 4. Attached hereto as **Exhibit 2** is a true and correct copy of the amended Womply
14 Developer Order Form entered into by Benworth and Womply, dated April 14, 2021.

15 5. Attached hereto as **Exhibit 3** is a true and correct copy of the Final Award in the
16 JAMS arbitration styled *Oto Analytics, Inc. d/b/a Womply v. Benworth Capital Partners, LLC*,
17 JAMS Ref. No. 1210038203 (the “Arbitration”), dated June 26, 2024.

18 6. Attached hereto as **Exhibit 4** is a true and correct copy of the appointment of the
19 Arbitrator, dated October 19, 2021.

20 7. Attached hereto as **Exhibit 5** is a true and correct copy of the Arbitrator’s Order,
21 dated June 14, 2022.

22 8. Attached hereto as **Exhibit 6** is a true and correct copy of the Arbitrator’s Order,
23 dated August 3, 2022.

24 9. Attached hereto as **Exhibit 7** is a true and correct copy of the Arbitrator’s Order,
25 dated January 17, 2023.

26 10. Attached hereto as **Exhibit 8** is a true and correct copy of the Arbitrator’s Order,
27 dated February 2, 2023.

1 11. Attached hereto as **Exhibit 9** is a true and correct copy of Benworth's Letter-
2 Motion to Disqualify the Arbitrator, dated March 10, 2023.

3 12. Attached hereto as **Exhibit 10** is a true and correct copy of Womply's Response to
4 Benworth's Motion to Disqualify the Arbitrator, dated March 14, 2023.

5 13. Attached hereto as **Exhibit 11** is a true and correct copy of the JAMS National
6 Arbitration Committee's denial of Benworth's Motion to Disqualify the Arbitrator, dated
7 March 16, 2023.

8 14. Attached hereto as **Exhibit 12** is a true and correct copy of the Arbitrator's Order,
9 dated May 2, 2023.

10 15. Attached hereto as **Exhibit 13** is a true and correct copy of the Arbitrator's Order,
11 dated September 27, 2023.

12 16. Attached hereto as **Exhibit 14** is a true and correct copy of the Arbitrator's Order,
13 dated February 21, 2024

14 **ADDITIONAL FACTS**

15 17. During the Arbitration, the parties participated in dozens of conferences with the
16 Arbitrator, submitted over fifty briefs and motions, conducted seven depositions, exchanged over
17 47,000 documents in discovery, and received eight substantive orders from the Arbitrator
18 regarding discovery disputes and other issues.

19 18. [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 19. In connection with the Arbitration hearing, the parties identified 367 exhibits they
26 intended to introduce. The parties also submitted extensive pre-hearing and post-hearing
27 briefing, motions to exclude certain exhibits and witnesses, and a motion to introduce certain
28 deposition designations.

1 20. On March 10, 2023, September 13, 2023, and November 9, 2023, Benworth moved
2 for a continuance and/or stay of the Arbitration on the basis that the United States Small Business
3 Administration (“SBA”) was imminently going to resolve whether any of Womply’s fees
4 violated SBA regulations. The Arbitrator did not grant any of these requests. As of the date of
5 this Declaration, the SBA has not issued any determination regarding Womply’s fees.

6 21. On May 9, 2024, the Arbitrator requested that the parties agree to stipulate that the
7 Final Award be issued on May 31, 2024. Both parties agreed. On May 31, 2024, the parties
8 were notified that Arbitrator Brainerd had rendered a decision in the Arbitration but that decision
9 would not be released until Benworth paid its outstanding fees to JAMS.

10 22. As of the date of this Declaration, Benworth has not paid any funds to Womply
11 under the Interim Award or Final Award.

12
13 I declare under the penalty of perjury under the laws of the State of California and the United
14 States that the foregoing is true and correct.

15 Executed at San Francisco, California on this 1st day of July 2024.

16
17 Dated: July 1, 2024

WILLKIE FARR & GALLAGHER LLP

18 By: /s/ Alexander L. Cheney

19 Alexander L. Cheney

20 *Attorney for Petitioner*

21 *Oto Analytics, LLC*
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