

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

OTO ANALYTICS, LLC,

Plaintiff,

v.

**BENWORTH CAPITAL PARTNERS PR,
LLC; BENWORTH CAPITAL
PARTNERS, LLC; BERNARDO
NAVARRO and CLAUDIA NAVARRO,**

Defendants.

Civil No. 23-01034 (GMM)

**FEDERAL RESERVE BANK OF SAN
FRANCISCO,**

Plaintiff-Intervenor,

v.

**OTO ANALYTICS, LLC; BENWORTH
CAPITAL PARTNERS PR, LLC;
BENWORTH CAPITAL PARTNERS,
LLC; BERNARDO NAVARRO and
CLAUDIA NAVARRO,**

Defendants in Intervention.

**CLAUDIA NAVARRO'S
ANSWER AND AFFIRMATIVE DEFENSES TO THE AMENDED COMPLAINT**

TO THE HONORABLE COURT:

COME APPEAR co-defendant Claudia Navarro ("Mrs. Navarro"), through the undersigned counsel, and respectfully submits its Answer and Affirmative Defenses to the Amended Complaint (D.E. 125):

Mrs. Navarro's Answer and Affirmative Defenses to the Amended Complaint

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INTRODUCTION

1. Paragraph 1 of the Amended Complaint is Plaintiff Oto Analytics, LLC's ("Womply") conclusory characterization of the instant action and its legal conclusions pertaining to the applicable law. Mrs. Navarro denies any factual averments in this paragraph.

2. From Paragraph 2, Mrs. Navarro admits that she and Defendant Bernardo Navarro ("Mr. Navarro") have ownership interests in Benworth Capital Partners PR, LLC ("Benworth PR"). The remainder of the paragraph is denied.

3. Paragraph 3 contains legal references or interpretations of law and, as such, does not require a response. In the event a response is required, Paragraph 3 is denied as drafted.

4. Paragraph 4 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph contains compound and vague allegations about unspecified lenders that are denied as drafted.

5. Paragraph 5 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

6. Paragraph 6 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth Capital Partners, LLC's ("Benworth FL") response to Paragraph 6 in its Answer to Amended Complaint.

7. Paragraph 7 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response

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is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 7 in its Answer to Amended Complaint.

8. Paragraph 8 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 8 in its Answer to Amended Complaint.

9. Paragraph 9 is denied.

10. From Paragraph 10, Mrs. Navarro admits that she and Mr. Navarro have ownership interests in Benworth PR, and that Benworth FL transferred funds to Benworth PR and entered into a contract with Benworth PR. The remainder of the paragraph is denied.

11. Paragraph 11 is denied.

12. From Paragraph 12, Mrs. Navarro admits that she is the majority owner of Benworth PR and denies that "Benworth FL . . . transfer[red] Womply's fees to Benworth PR . . . so that the Navarros could keep Womply's fees for themselves." The remainder of Paragraph 12 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

13. Paragraph 13 is directed to co-defendant Mr. Navarro, not Mrs. Navarro, and contains Womply's legal interpretations and conclusions of case *TotalBank Florida Bank Corp. v. Bernardo Enrique Navarro*, Case No. 2012-012858 (Fla. Cir. Ct. Miami-Dade Cnty.), and thus does not require a response from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 13 in its Answer to Amended Complaint.

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14. From Paragraph 14, Mrs. Navarro denies that there was a fraudulent transfer. The remainder of Paragraph 14 contains statements that are not directed towards and do not pertain to Mrs. Navarro as she was not a party to the arbitration, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

15. From Paragraph 15, Mrs. Navarro denies that there was a fraudulent transfer. The remainder of Paragraph 15 contains statements that are not directed towards and do not pertain to Mrs. Navarro as she was not a party to the arbitration, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

16. Paragraph 16 is denied.

17. Paragraph 17 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 17 in its Answer to Amended Complaint.

18. Paragraph 18 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL and Mr. Navarro's responses to Paragraph 18 in their Answers to Amended Complaint.

19. Paragraph 19 contains statements that are not directed towards and do not pertain to Mrs. Navarro as she was not a party to the arbitration, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 19 in its Answer to Amended Complaint.

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20. Paragraph 20 is denied.

PARTIES

21. Paragraph 21 is denied for lack of information sufficient to form a belief about the truth of the allegation.

22. Paragraph 22 contains statements regarding co-defendant Benworth PR that are not directed to Mrs. Navarro and thus do not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Benworth PR's response to Paragraph 22 in its Answer to Amended Complaint.

23. Paragraph 22 contains statements regarding co-defendant Benworth FL that are not directed to Mrs. Navarro and thus do not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 23 in its Answer to Amended Complaint.

24. Paragraph 24 contains statements regarding co-defendant Mr. Navarro that are not directed to Mrs. Navarro and thus do not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 24 in his Answer to Amended Complaint.

25. From Paragraph 25, Mrs. Navarro denies as drafted that she "also is employed by Benworth FL as a processor". The remainder of the paragraph is admitted.

JURISDICTION AND VENUE

26. Paragraph 26 contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. To the extent a response is required, this paragraph is denied.

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27. Paragraph 27 contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. To the extent a response is required, Mrs. Navarro denies any inferences from the cited portions of the document based on the completeness of the allegations. The remainder of this paragraph, including Womply's characterization and legal conclusions and/or inferences stemming from the cited document, is denied.

28. Paragraph 28 contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. To the extent a response is required, Mrs. Navarro denies any factual averments in this paragraph.

29. Paragraph 29 contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. To the extent a response is required, Mrs. Navarro lacks information sufficient to form a belief about the truth of the allegation as she was not a party to the Arbitration. Womply's characterization and legal conclusions and/or inferences stemming from the cited document is otherwise denied.

30. Paragraph 30 contains Womply's conclusion over the jurisdiction of this Honorable Court over the co-defendant Benworth PR, a statement that is not directed toward Mrs. Navarro and does not require a response. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth PR's response to Paragraph 30 in its Answer to Amended Complaint.

31. Paragraph 31 contains Womply's conclusion over the jurisdiction of this Honorable Court over the co-defendant Mr. Navarro, a statement that is not directed toward Mrs. Navarro and does not require a response. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 31 in its Answer to Amended Complaint.

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32. Paragraph 32 contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. To the extent a response is required, Mrs. Navarro admits that she is domiciled in this District and that she is the president, CEO and authorized representative of Benworth PR. The remainder of the paragraph, consisting of Womply's characterizations and legal conclusions and/or inferences, is denied.

33. Paragraph 23 contains Womply's conclusion over the jurisdiction of this Honorable Court over the co-defendant Benworth FL, a statement that is not directed toward Mrs. Navarro and does not require a response. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 33 in its Answer to Amended Complaint.

34. Paragraph 34 including its subsections (a) through (f), inclusive, contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. Should a response be required, Mrs. Navarro denies any factual averments in this paragraph, including its subsections (a) through (f), inclusive.

35. Paragraph 35 contains Womply's conclusion over the jurisdiction of this Honorable Court over the present action, a statement that does not require a response. To the extent a response is required, this paragraph is denied.

FACTS

36. Paragraph 36 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies this paragraph as drafted. Mrs.

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Navarro affirmatively alleges that the CARES Act¹ speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.²

37. Paragraph 37 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies this paragraph as drafted. Mrs. Navarro affirmatively alleges that the CARES Act speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

38. Paragraph 38 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies this paragraph as drafted. Mrs. Navarro affirmatively alleges that the SBA statute and regulations speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

39. Paragraph 39 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies this paragraph as drafted. Mrs. Navarro affirmatively alleges that the SBA statute and regulations speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

40. Paragraph 40 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies this paragraph as drafted. Mrs. Navarro affirmatively alleges that the SBA statute and regulations speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

41. Paragraph 41 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 41 as drafted. Mrs.

¹ For clarity and precision, Benworth PR will use the same abbreviations and shorthand references Womply uses in its Amended Complaint.

² Mrs. Navarro denies the factual averments and legal conclusions Womply makes in each of its headings and sub-headings.

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Navarro affirmatively alleges that the SBA Standard Operating Procedures speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

42. Paragraph 42 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 42 as drafted. Mrs. Navarro affirmatively alleges that the SBA Standard Operating Procedures speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

43. Paragraph 43 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 43 as drafted. Mrs. Navarro affirmatively alleges that the February 2020 Rule speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

44. Paragraph 44 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 44 as drafted. B Mrs. Navarro affirmatively alleges that the February 2020 Rule speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

45. Paragraph 45 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 45 as drafted. Mrs. Navarro affirmatively alleges that the February 2020 Rule and CARES Act speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

46. Paragraph 46 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 46 as drafted. Ben Mrs. Navarro affirmatively alleges that the CARES Act speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

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47. Paragraph 47 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 47 as drafted. Mrs. Navarro affirmatively alleges that the April 2020 PPP Rule speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

48. Paragraph 48 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 48 as drafted. Mrs. Navarro affirmatively alleges that the April 2020 PPP Rule and CARES Act speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

49. Paragraph 49 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 49 as drafted. Be Mrs. Navarro affirmatively alleges that the February 2020 Rule and April 2020 PPP Rule speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

50. Paragraph 50 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 50 as drafted. Mrs. Navarro affirmatively alleges that the April 2020 PPP Rule and CARES Act speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

51. Paragraph 51 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 51 as drafted. Be Mrs. Navarro affirmatively alleges that the Economic Aid Act speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

52. Paragraph 52 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 52 as drafted. B Mrs.

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Navarro affirmatively alleges that the Economic Aid Act speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

53. Paragraph 53 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 53 as drafted. Mrs. Navarro affirmatively alleges that the Economic Aid Act and CARES Act speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

54. Paragraph 54 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 54 as drafted. B Mrs. Navarro affirmatively alleges that the SBA regulations and SBA Standard Operating Procedures speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

55. Paragraph 55 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 55 as drafted. B Mrs. Navarro affirmatively alleges that the Economic Aid Act speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

56. Paragraph 56 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 56 as drafted. Mrs. Navarro affirmatively alleges that the Economic Aid Act and CARES Act speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

57. Paragraph 57 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 57 as drafted. Mrs. Navarro affirmatively alleges that the April 2020 PPP Rule and CARES Act speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

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58. Paragraph 58 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 58 as drafted.

59. Paragraph 59 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 59 as drafted. Be Mrs. Navarro affirmatively alleges that the January 2021 PPP Rule speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

60. Paragraph 60 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 60 as drafted. Mrs. Navarro affirmatively alleges that the April 2020 PPP Rule and January 2021 PPP Rule speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

61. Paragraph 61 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 61 as drafted. Mrs. Navarro affirmatively alleges that the January 2021 PPP Rule speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

62. Paragraph 62 contains legal references or interpretations of law that do not require a response. Should a response be required, Mrs. Navarro denies Paragraph 62 as drafted. Mrs. Navarro affirmatively alleges that the April 2020 PPP Rule and January 2021 PPP Rule speak for themselves and denies Womply's characterization and legal conclusions and/or inferences as to the same.

63. Paragraph 63 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, it is denied for lack of information sufficient to form a belief about the truth of the allegation.

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64. Paragraph 64 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, it is denied for lack of information sufficient to form a belief about the truth of the allegation.

65. Paragraph 65 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, it is denied for lack of information sufficient to form a belief about the truth of the allegation.

66. Paragraph 66 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, it is denied for lack of information sufficient to form a belief about the truth of the allegation.

67. Paragraph 67 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, it is denied for lack of information sufficient to form a belief about the truth of the allegation.

68. Paragraph 68 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, it is denied for lack of information sufficient to form a belief about the truth of the allegation. Regarding the last sentence of this paragraph, Mrs. Navarro adopts and incorporates herein Benworth FL's response in its Answer to Amended Complaint.

69. Paragraph 69 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Mrs. Navarro denies Paragraph 69 as drafted.

70. Paragraph 70 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 70 is denied for lack of information sufficient to form a belief about the truth of the allegation.

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71. Paragraph 71 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 71 is denied for lack of information sufficient to form a belief about the truth of the allegation.

72. Paragraph 72 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 72 is denied for lack of information sufficient to form a belief about the truth of the allegation.

73. Paragraph 73 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 73 is denied for lack of information sufficient to form a belief about the truth of the allegation.

74. Paragraph 74 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 74 is denied for lack of information sufficient to form a belief about the truth of the allegation.

75. Paragraph 75 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 75 is denied for lack of information sufficient to form a belief about the truth of the allegation.

76. Paragraph 76 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 76 is denied for lack of information sufficient to form a belief about the truth of the allegation.

77. Paragraph 77 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 77 is denied for lack of information sufficient to form a belief about the truth of the allegation.

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78. Paragraph 78 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 78 is denied for lack of information sufficient to form a belief about the truth of the allegation.

79. Paragraph 79 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 79 is denied for lack of information sufficient to form a belief about the truth of the allegation.

80. Paragraph 80 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 80 is denied for lack of information sufficient to form a belief about the truth of the allegation.

81. Paragraph 81 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 81 is denied for lack of information sufficient to form a belief about the truth of the allegation.

82. Paragraph 82 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 82 is denied for lack of information sufficient to form a belief about the truth of the allegation.

83. Paragraph 83 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. In the event a response is required, Paragraph 83 is denied for lack of information sufficient to form a belief about the truth of the allegation.

84. Paragraph 84 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 84 in its Answer to Amended Complaint.

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85. Paragraph 85 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 85 in its Answer to Amended Complaint.

86. Paragraph 86 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 86 in its Answer to Amended Complaint.

87. Paragraph 87 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 87 in its Answer to Amended Complaint.

88. Paragraph 88 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 88 in its Answer to Amended Complaint.

89. Paragraph 89 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 89 in its Answer to Amended Complaint.

90. Paragraph 90 contains statements that are not directed toward Mrs. Navarro and therefore no response is required. To the extent a response is required, Mrs. Navarro adopts and

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incorporates herein Benworth FL's response to Paragraph 90 in its Answer to Amended Complaint.

91. Paragraph 91 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the February Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

92. Paragraph 92 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement or Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

93. Paragraph 93 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Master Developer Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

94. Paragraph 94 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Agreements or February Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

95. Paragraph 95 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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96. Paragraph 96 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

97. Paragraph 97 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

98. Paragraph 98 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

99. Paragraph 99 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

100. Paragraph 100 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

101. Paragraph 101 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party

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to the Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

102. Paragraph 102 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

103. Paragraph 103 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

104. Paragraph 104 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

105. Paragraph 105 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

106. Paragraph 106 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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107. Paragraph 107 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

108. Paragraph 108 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

109. Paragraph 109 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

110. Paragraph 110 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

111. Paragraph 111 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

112. Paragraph 112 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party

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to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

113. Paragraph 113 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

114. Paragraph 114 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

115. Paragraph 115 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

116. Paragraph 116 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

117. Paragraph 117 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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118. Paragraph 118 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

119. Paragraph 119 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as it was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

120. Paragraph 120 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form or Referral Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

121. Paragraph 121 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement or Master Developer Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

122. Paragraph 122 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement or Master Developer Agreement. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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123. Paragraph 123 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Referral Agreement or Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

124. Paragraph 124 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

125. Paragraph 125 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

126. Paragraph 126 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

127. Paragraph 127 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

128. Paragraph 128 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party

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to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

129. Paragraph 129 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

130. Paragraph 130 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

131. Paragraph 131 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

132. Paragraph 132 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

133. Paragraph 133 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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134. Paragraph 134 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

135. Paragraph 135 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

136. Paragraph 135 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

137. Paragraph 137 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

138. Paragraph 138 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

139. Paragraph 139 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party

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to the Order Form. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

140. Paragraph 140 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

141. Paragraph 141 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

142. Paragraph 142 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

143. Paragraph 143 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

144. Paragraph 144 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the Agreements. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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145. Paragraph 145 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she did not draft the August 16 Letter. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

146. Paragraph 146 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she did not draft the August 16 Letter. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

147. Paragraph 147 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she did not draft the August 16 Letter. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

148. Paragraph 148 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she did not draft the August 16 Letter. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

149. Paragraph 149 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she did not draft the August 16 Letter. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 149 in its Answer to Amended Complaint.

150. Paragraph 150 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response

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is required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 150 in its Answer to Amended Complaint.

151. Paragraph 151 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 151 in its Answer to Amended Complaint.

152. Paragraph 152 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

153. Paragraph 153 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

154. Paragraph 154 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

155. Paragraph 155 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

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156. Paragraph 156 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

157. Paragraph 157 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

158. Paragraph 158 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

159. Paragraph 159 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

160. Paragraph 160 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

161. Paragraph 161 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party

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to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

162. Paragraph 162 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

163. Paragraph 163 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

164. Paragraph 164 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

165. Paragraph 165 is denied.

166. Paragraph 166 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL and Mr. Navarro's responses to Paragraph 166 in their Answer to Amended Complaint. The remainder of this paragraph is denied for lack of information sufficient to form a belief about the truth of the allegation.

167. Paragraph 167 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response

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is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 167 in its Answer to Amended Complaint.

168. From Paragraph 168, Mrs. Navarro admits that (1) Benworth PR entered into the Original LSA with Benworth FL, (2) Mr. Navarro executed the agreement on behalf of Benworth FL, and (3) Mrs. Navarro executed the agreement on behalf of Benworth PR. The remainder of the paragraph, including Womply's characterization and legal conclusions and/or inferences as to the Original LSA, is denied.

169. Paragraph 169 is denied as drafted. Mrs. Navarro affirmatively alleges that the Original LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

170. Paragraph 170 is denied as drafted. Mrs. Navarro affirmatively alleges that (1) Benworth PR filed a Certificate of Organization and Certificate of Formation of a Limited Liability Company with the Government of Puerto Rico Department of State on June 28, 2021, and (2) Benworth FL and Benworth PR executed the Amended LSA but denies Womply's characterization and legal conclusions and/or inferences as to the Amended LSA.

171. Paragraph 171 is denied as drafted. Mrs. Navarro affirmatively alleges that the Amended LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

172. Paragraph 172 is denied as drafted. Mrs. Navarro affirmatively alleges that the Amended LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same.

173. From Paragraph 173, Mrs. Navarro admits that she and Mr. Navarro collaborated to draft the LSAs. The remainder of the paragraph is denied.

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174. Paragraph 174 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL and Mr. Navarro's responses to Paragraph 174 in their Answers to Amended Complaint.

175. Paragraph 175 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as it was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 175 in its Answer to Amended Complaint.

176. Paragraph 176 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL and Mr. Navarro's responses to Paragraph 176 in their Answers to Amended Complaint.

177. Paragraph 177, including its footnote 10, is denied as drafted. Mrs. Navarro affirmatively alleges that the LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

178. Paragraph 178 is denied as drafted. Mrs. Navarro affirmatively alleges that the LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

179. Paragraph 179 is denied as drafted. Mrs. Navarro alleges that the LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

180. Paragraph 180 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as it was not a party to

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the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL and Mr. Navarro's responses to Paragraph 180 in their Answers to Amended Complaint.

181. Paragraph 181 is denied.

182. Paragraph 182 is denied.

183. Paragraph 183 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as it was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL and Mr. Navarro's responses to Paragraph 183 in their Answers to Amended Complaint.

184. Paragraph 184 is denied as drafted.

185. Paragraph 185 is denied.

186. Paragraph 186 is denied as drafted. Mrs. Navarro affirmatively alleges that Mr. Navarro's testimony at his depositions and the Amended LSA speaks for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

187. Paragraph 187 is denied.

188. Paragraph 188 is denied as drafted. Mrs. Navarro affirmatively alleges that the content of Benworth FL's website speaks for itself and denies Womply's characterization and legal conclusions and/or inferences of the content of its website.

189. Paragraph 189 is denied as drafted. Mrs. Navarro affirmatively alleges that the content of Mr. Navarro's LinkedIn profile speaks for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

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190. From Paragraph 190, Mrs. Navarro admits that Benworth FL has serviced its own PPP loans in the past. The remainder of the paragraph is denied.

191. From Paragraph 191, Mrs. Navarro admits that (1) Benworth FL sent a letter to Congress in 2022 and (2) Paragraph 191 cites portions of said letter but denies that such citation is the sole statement contained in the letter and denies any inferences from the cited portions based on completeness of the allegations. Mrs. Navarro affirmatively alleges that the letter referenced in this paragraph speaks for itself and denies Womply's characterization and legal conclusions and/or inferences as to the same. Mrs. Navarro refers to the letter itself for its true and complete contents.

192. Paragraph 192 is denied.

193. Paragraph 193 is denied.

194. Paragraph 194 is denied.

195. Paragraph 195 is denied as drafted.

196. Paragraph 196 is denied as drafted. Mrs. Navarro affirmatively alleges that Mr. Navarro's testimony at his depositions speaks for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

197. Paragraph 197 is denied as drafted. Mrs. Navarro affirmatively alleges that the testimony referenced in this paragraph should speak for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

198. Paragraph 198 is denied as drafted. Mrs. Navarro affirmatively alleges that Mr. Navarro's testimony at his depositions should speak for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

199. Paragraph 199 is denied as drafted.

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200. Paragraph 200 is denied as drafted. Mrs. Navarro affirmatively alleges that Mr. Navarro's testimony should speak for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

201. Paragraph 201 is denied.

202. Paragraph 202 is denied.

203. Paragraph 203 is denied as drafted. Mrs. Navarro affirmatively alleges that Mr. Navarro's testimony should speak for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

204. Paragraph 204 is denied as drafted. Mrs. Navarro affirmatively alleges that Mr. Navarro's testimony should speak for itself and denies Womply's characterization and legal conclusions and/or inferences regarding the same.

205. Paragraph 205 contains statements regarding co-defendant Mr. Navarro, not Mrs. Navarro, and contains Womply's legal interpretations and conclusions of case *TotalBank Florida Bank Corp. v. Bernardo Enrique Navarro*, Case No. 2012-012858 (Fla. Cir. Ct. Miami-Dade Cnty.), thus does it not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 205 in his Answer to Amended Complaint.

206. Paragraph 206 contains statements regarding co-defendant Mr. Navarro, not Mrs. Navarro, and contains Womply's legal interpretations and conclusions as to case *TotalBank Florida Bank Corp. v. Bernardo Enrique Navarro*, Case No. 2012-012858 (Fla. Cir. Ct. Miami-Dade Cnty.), thus does it not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 206 in his Answer to Amended Complaint.

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207. Paragraph 207 contains statements regarding co-defendant Mr. Navarro, not Mrs. Navarro, and contains Womply's legal interpretations and conclusions as to case *TotalBank Florida Bank Corp. v. Bernardo Enrique Navarro*, Case No. 2012-012858 (Fla. Cir. Ct. Miami-Dade Cnty.), thus does it not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 207 in his Answer to Amended Complaint.

208. Paragraph 208 contains statements regarding co-defendant Mr. Navarro, not Mrs. Navarro, and contains Womply's legal interpretations and conclusions as to case *TotalBank Florida Bank Corp. v. Bernardo Enrique Navarro*, Case No. 2012-012858 (Fla. Cir. Ct. Miami-Dade Cnty.), thus does it not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 208 in his Answer to Amended Complaint.

209. Paragraph 209 contains statements regarding co-defendant Mr. Navarro, not Mrs. Navarro, and contains Womply's legal interpretations and conclusions as to case *TotalBank Florida Bank Corp. v. Bernardo Enrique Navarro*, Case No. 2012-012858 (Fla. Cir. Ct. Miami-Dade Cnty.), thus does it not require a response from Mrs. Navarro. Should a response be required, Mrs. Navarro adopts and incorporates herein Mr. Navarro's response to Paragraph 209 in his Answer to Amended Complaint.

210. Paragraph 210 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 210 in its Answer to Amended Complaint.

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211. Paragraph 211 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 211 in its Answer to Amended Complaint.

212. Paragraph 212 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 212 in its Answer to Amended Complaint.

213. Paragraph 213 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 213 in its Answer to Amended Complaint.

214. Paragraph 214 contains statements that are not directed towards and do not pertain to Mrs. Navarro, and therefore no response is required from Mrs. Navarro as she was not a party to the arbitration. To the extent a response is required, Mrs. Navarro adopts and incorporates herein Benworth FL's response to Paragraph 214 in its Answer to Amended Complaint.

COUNT I – ACTUAL FRAUDULEN TRANSFER
(Against Benworth PR and Benworth FL)

215. Count I is not against Mrs. Navarro, but, to the extent necessary, Mrs. Navarro incorporates her responses to paragraphs 1 through 214 as if fully stated herein.

216. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 216 is denied.

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217. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 217 is denied.

218. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 218 is denied.

219. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 219 is denied.

220. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 220 is denied.

221. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 221 is denied.

222. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 222 is denied.

223. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 223 is denied.

224. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 224 is denied. Mrs. Navarro affirmatively alleges that it filed a Certificate of Organization and Certificate of Formation of a Limited Liability Company with the Government of Puerto Rico Department of State on June 28, 2021.

225. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 225 is denied.

226. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 226 is denied.

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227. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 227 is denied.

228. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 228 is denied.

229. Count I is not against Mrs. Navarro, but, to the extent necessary, Paragraph 229 is denied.

COUNT II – CONSTRUCTIVE FRAUDULENT TRANSFER
(Against Benworth PR and Benworth FL)

230. Count II is not against Mrs. Navarro, but, to the extent necessary, Mrs. Navarro incorporates her responses to paragraphs 1 through 229 as if fully stated herein.

231. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 231 is denied.

232. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 232 is denied.

233. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 233 is denied.

234. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 234 is denied.

235. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 235 is denied.

236. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 236 is denied.

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237. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 237 is denied.

238. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 238 is denied.

239. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 239 is denied. Mrs. Navarro affirmatively alleges that Benworth PR filed a Certificate of Organization and Certificate of Formation of a Limited Liability Company with the Government of Puerto Rico Department of State on June 28, 2021.

240. Count II is not against Mrs. Navarro, but, to the extent necessary, Paragraph 240 is denied.

COUNT III – DECLARATORY JUDGMENT – ALTER EGO OR SUCCESSOR
(Against Benworth PR and Benworth FL)

241. Count III is not against Mrs. Navarro, but, to the extent necessary, Mrs. Navarro incorporates her responses to paragraphs 1 through 240 as if fully stated herein.

242. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 242 is denied.

243. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 243 is denied.

244. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 244 is denied.

245. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 245 is denied.

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246. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 246, including its subsections (a) through (n), is denied.

247. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 247 is denied.

248. Count III is not against Mrs. Navarro, but, to the extent necessary, Paragraph 248 is not a factual averment and thus does not require a response. To the extent a response is required, Mrs. Navarro denies Paragraph 248.

COUNT IV – DECLARATORY JUDGMENT – VEIL PIERCING

(Against Bernardo Navarro, Claudia Navarro, and Benworth PR)

249. Mrs. Navarro incorporates her responses to paragraphs 1 through 248 as if fully stated herein.

250. Paragraph 250 is denied.

251. Paragraph 251 is denied.

252. Paragraph 252 is denied.

253. Paragraph 253 is denied.

254. Paragraph 254 is denied.

255. Paragraph 255 is not a factual averment and is denied.

PRAYER FOR RELIEF

256. Paragraph 256 is denied. Womply is not entitled to any of the relief sought in the Amended Complaint.

JURY TRIAL DEMAND

Mrs. Navarro demands trial by jury on all issues and counts.

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MRS. NAVARRO'S AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Lack of Subject Matter Jurisdiction)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because there is no subject-matter jurisdiction over Womply's claims. Womply must establish "as a matter of black letter law, . . . the citizenship of all of its members" to establish diversity jurisdiction. *BRT Mgmt. LLC v. Malden Storage LLC*, 68 F.4th 691, 693 (1st Cir. 2023). Here, Womply alleges that its sole member is Oto Holdco, LLC, whose sole member is SCAT20210724, LLC, whose sole member is "AltoIRA Custodian" for the benefit of Toby Scammell's Roth IRA retirement account. Womply, however, has not established the citizenship of "AltoIRA" or that the citizenship of a beneficiary of a Roth IRA retirement account is sufficient to establish diversity.

SECOND AFFIRMATIVE DEFENSE

(Unclean Hands)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, by the doctrine of unclean hands. Specifically, the fees Womply seeks from Benworth FL include fees gained through fraudulent applications for PPP loans that Womply referred. The SBA has denied the guaranteed purchase of thousands of Womply-referred loans totaling more than \$51 million, and it may deny an additional \$68 million more. Thus, if the SBA ultimately does not buyback these loans, Benworth FL will have to refund the principal loan amounts that the Federal Reserve advanced to Benworth FL for funding these Womply-referred fraudulent PPP loans.

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THIRD AFFIRMATIVE DEFENSE

(Ripeness)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because Womply's claims are not ripe because the issue of whether Benworth FL is a debtor of Womply has not yet been confirmed under the Federal Arbitration Act.

FOURTH AFFIRMATIVE DEFENSE

(Reasonable Actions and Good Faith)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because Mrs. Navarro's conduct was at all times reasonable, proper, in good faith, and in compliance with applicable law. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

FIFTH AFFIRMATIVE DEFENSE

(Good Faith and Fair Value)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because Mrs. Navarro's conduct was at all times made in good faith and that reasonably equivalent value was received in exchange for the transfers referenced in the Amended Complaint. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

SIXTH AFFIRMATIVE DEFENSE

(Lack of Insolvency)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because the transfers referenced in the Amended Complaint did not render Benworth FL insolvent. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

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SEVENTH AFFIRMATIVE DEFENSE

(Ordinary Course of Business)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because the transfers referenced in the Amended Complaint were made in the ordinary course of business. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

EIGHTH AFFIRMATIVE DEFENSE

(Lack of Fraudulent Intent)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because Benworth FL lacks the intent to defraud creditors. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

NINTH AFFIRMATIVE DEFENSE

(Subsequent Good Faith Transferee)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because the subsequent transferee took the funds in good faith and for value, without knowledge of the alleged fraud. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

TENTH AFFIRMATIVE DEFENSE

(Payment of Legitimate Debt)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because the transfers referenced in the Amended Complaint were not fraudulent but, instead, were made to pay off a legitimate obligation under Benworth FL's loan servicing agreements with Benworth PR. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

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ELEVENTH AFFIRMATIVE DEFENSE

(Separate Financial Records)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because Benworth FL's finances were kept separate from those of Benworth PR, indicating a clear distinction between the corporate entities.

TWELFTH AFFIRMATIVE DEFENSE

(No Commingling of Assets)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, because there was no commingling of corporate assets between Benworth PR, Benworth FL, Mr. Navarro, and Mrs. Navarro. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

THIRTEENTH AFFIRMATIVE DEFENSE

(Legitimate Business Purpose)

The veil piercing claim (Count IV) in the Amended Complaint is barred, in whole or in part, against Mrs. Navarro because Benworth PR was formed and operated for legitimate business purposes and not to perpetrate fraud or evade obligations. Thus, Womply's claim against Mrs. Navarro related to piercing the corporate veil fails *ab initio*.

FOURTEENTH AFFIRMATIVE DEFENSE

(Set Off)

The damages Womply seeks are subject to a set off. The fees Womply seeks from Benworth FL include fees gained through missing loan files and fraudulent applications for PPP loans that Womply referred. The SBA has denied the guaranteed purchase of thousands of Womply-referred loans totaling more than \$51 million, and it may deny an additional \$68 million more. Thus, if the SBA ultimately does not buyback these loans, Benworth FL will have to refund the principal loan amounts that the Federal Reserve advanced to Benworth FL for funding these

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Womply-referred fraudulent PPP loans. Mrs. Navarro asserts that Womply's recovery should therefore be offset by the amount that Benworth FL is ultimately required to repay to the Federal Reserve.

FIFTEENTH AFFIRMATIVE DEFENSE

(Set Off)

The damages Womply seeks are subject to a set off. Section 2.3 of the Referral Agreement and Section 2.3 of the Order Form provide that Womply shall return any fees paid by Benworth FL that the SBA or other governmental agency determines were not in compliance with applicable SBA and/or PPP Loan Program Requirements. Benworth FL has paid Womply approximately \$465 million in fees and those fees are currently the subject of an investigation by the SBA and/or other governmental agencies. If the SBA and/or another governmental agency determines that the fees Benworth FL paid Womply, in whole or in part, were not in compliance with applicable SBA and/or PPP Loan Program Requirements, Womply must return those fees to Benworth FL and any damages awarded to Womply here should therefore be set off by the amount of fees that Womply is required to return to Benworth FL.

SIXTEENTH AFFIRMATIVE DEFENSE

(Public Policy)

The damages Womply seeks are barred, in whole or in part, because compelling Benworth FL to pay Womply fees would require Benworth FL to violate public policy. The SBA has an explicit, well-defined policy that specifically militates against the relief Womply seeks here. That public policy expressly provides that agents, including lender service providers, like Womply, are only entitled to fees from lenders in connection with SBA loans that are owed under agreements that were submitted to and approved by the SBA. *See* 13 C.F.R. §§ 103.5(a), (c); Small Business Administration, Office of Capital Access, *SOP 50 10 6: Lender and Development Company Loan*

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Programs at p. 185 (Oct. 1, 2020). Womply acted as an agent and lender service provider under the Parties' Agreements. The relief Womply seeks here is the payment of fees under agreements that indisputably were never submitted to or approved by the SBA. Ordering Benworth FL to pay Womply those fees as damages here would thus require Benworth FL to violate the SBA's explicit, well-defined policy. Accordingly, Womply is barred from recovering damages in this action from Benworth FL.

CERTIFICATE OF SERVICE: We hereby certify that on this same date the foregoing reply was filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all attorneys and participants of record.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on August 19, 2024.

CASELLAS ALCOVER & BURGOS PSC

PO Box 364924

San Juan, PR 00936-4924

Tel. (787) 756-1400

Fax. (787) 756-1401

rcasellas@cabprlaw.com

cloubriel@cabprlaw.com

/s/ Ricardo F. Casellas

USDC-PR Bar No. 203114

/s/ Carla S. Loubriel Carrión

USDC-PR Bar No. 227509

Counsel for Claudia Navarro