

**Award**  
**FINRA Dispute Resolution Services**

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In the Matter of the Arbitration Between:

Claimant  
Luis Cota

Case Number: 19-01727

vs.

Respondent  
Susquehanna International Group, LLP

Hearing Site: Philadelphia, Pennsylvania

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Awards are rendered by independent arbitrators who are chosen by the parties to issue final, binding decisions. FINRA makes available an arbitration forum—pursuant to rules approved by the SEC—but has no part in deciding the award.

Nature of the Dispute: Associated Person vs. Non-Member

This matter was decided by an all-public panel pursuant to Rule 13802 of the Code of Arbitration Procedure (“Code”).

The evidentiary hearing was conducted by videoconference.

**REPRESENTATION OF PARTIES**

For Claimant Luis Cota: Christopher A. Macey, Jr., Esq., and James A. Bell, Esq., Bell & Bell LLP, Philadelphia, Pennsylvania.

For Respondent Susquehanna International Group, LLP: Erin K. Clarke, Esq., and Frank Chernak, Esq., Montgomery McCracken Walker & Rhoades, Philadelphia, Pennsylvania.

**CASE INFORMATION**

Statement of Claim filed on or about: June 18, 2019.

Amended Statement of Claim filed on or about: August 7, 2020.

Luis Cota signed the Submission Agreement: July 30, 2019.

Statement of Answer filed by Respondent on or about: September 19, 2019.

Answer to the Amended Statement of Claim filed on or about: August 27, 2020.

Susquehanna International Group, LLP signed the Submission Agreement: September 16, 2019.

### **CASE SUMMARY**

In the Amended Statement of Claim, Claimant asserted the following causes of action: violation of the Americans with Disabilities Act (“ADA”); violation of Pennsylvania Human Relations Act (“PHRA”); breach of contract; violation of Pennsylvania Wage Payment and Collection Law (“WPCL”); promissory estoppel/detrimental reliance; and unjust enrichment.

Unless specifically admitted in the Answer to the Amended Statement of Claim, Respondent denied the allegations made in the Amended Statement of Claim and asserted various affirmative defenses.

### **RELIEF REQUESTED**

In the Amended Statement of Claim, Claimant requested: equitable relief, including reinstatement or front pay; declaration that the acts and practices complained of herein violated the ADA and the PHRA; compensation from Respondent at a rate of pay and other benefits and emoluments of employment to which Claimant would have been entitled had Claimant not been subjected to unlawful discrimination, harassment, and retaliation; compensation from Respondent with the wages and other benefits and emoluments of employment lost because of Respondent’s unlawful conduct; compensatory damages for Respondent’s breach of contract; earned, but unpaid, wages due to Claimant; punitive damages; compensatory damages for future pecuniary losses, pain and suffering, inconvenience, mental anguish, loss of employment and other non-pecuniary losses as allowable; liquidated damages; accrued interest on Claimant’s damages as allowable; attorneys’ fees; any and all other remedies available pursuant to the ADA, PHRA, WPCL, and Common Law of the Commonwealth of Pennsylvania; and such other and further relief as deemed just and proper.

In the Answer to the Amended Statement of Claim, Respondent requested that the Panel dismiss the Amended Statement of Claim in its entirety with prejudice; deny any recovery by Claimant against Respondent; and award Respondent any such other relief as the Panel determines is just and appropriate.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

At the pre-hearing conference dated July 29, 2020, Claimant made a Motion for Leave to Amend the Statement of Claim. By order dated July 29, 2020, the Panel granted the Motion.

At the conclusion of Claimant’s case-in-chief, Respondent made a Motion to Dismiss for failure to present a prima facie case and Claimant opposed the motion. After due deliberation, the Panel denied the Motion.

The Award in this matter may be executed in counterpart copies.

### **AWARD**

After considering the pleadings, the testimony and evidence presented at the hearing, and any

post-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Claimant's statutory claims pursuant to ADA and PHRA are denied.
2. Claimant's non-statutory claims are denied in their entirety.
3. Any and all claims for relief not specifically addressed herein, including any requests for punitive damages and attorneys' fees, are denied.

**FEES**

Pursuant to the Code, the following fees are assessed:

**Filing Fees**

FINRA Dispute Resolution Services assessed a filing fee for each claim:

Claimant is assessed a \$200 filing fee in accordance with Rule 13802 of the Code. The balance of the non-refundable portion of the filing fee, in the amount of \$175.00, is assessed to Susquehanna Financial Group, LLLP.

**Member Fees**

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the event giving rise to the dispute. Accordingly, Susquehanna Financial Group, LLLP is assessed the following:

Member Surcharge	= \$	1,900.00
Member Process Fee	= \$	3,750.00

**Postponement Fees**

Postponements granted during these proceedings for which fees were assessed or waived:

October 13-16, 2020, postponement requested by the parties	= \$	1,125.00
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Total Postponement Fees	= \$	1,125.00
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The Panel has assessed \$562.50 of the postponement fees to Claimant.

The Panel has assessed \$562.50 of the postponement fees to Respondent.

**Hearing Session Fees and Assessments**

The Panel has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the Arbitrators, including a pre-hearing conference with the Arbitrators, which lasts four (4) hours or less. Fees associated with these proceedings are:

Four (4) pre-hearing sessions with the Panel @ \$1,125.00/session	= \$	4,500.00
Pre-Hearing Conferences: December 3, 2019	1 session	
July 29, 2020	1 session	
April 13, 2020	1 session	

	August 31, 2021	1 session	
Five (5) hearing sessions @ \$1,125.00/session			= \$ 5,625.00
Hearings:	August 31, 2021	1 session	
	September 1, 2021	2 sessions	
	September 2, 2021	2 sessions	
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Total Hearing Session Fees			= \$ 10,125.00

The Panel has assessed the total hearing session fees to Susquehanna Financial Group, LLLP in accordance with Rule 13802 of the Code.

All balances are payable to FINRA Dispute Resolution Services and are due upon receipt.

**ARBITRATION PANEL**

Elizabeth Ann Morgan	-	Public Arbitrator, Presiding Chairperson
M. Melvin Shralow	-	Public Arbitrator
Andrew S. Walsh	-	Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument, which is my award.

**Concurring Arbitrators' Signatures**

***Elizabeth Ann Morgan***

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Elizabeth Ann Morgan  
Public Arbitrator, Presiding Chairperson

**09/17/2021**

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Signature Date

***M. Melvin Shralow***

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M. Melvin Shralow  
Public Arbitrator

**09/17/2021**

\_\_\_\_\_  
Signature Date

***Andrew S. Walsh***

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Andrew S. Walsh  
Public Arbitrator

**09/17/2021**

\_\_\_\_\_  
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September 17, 2021

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Date of Service (For FINRA Dispute Resolution Services use only)