

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

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In the Matter of the Arbitration Between:

Claimant  
Darcy Christopherson

Case Number: 20-03711

vs.

Respondents  
Citadel Securities LLC,  
G1 Execution Services, LLC,  
GTS Securities LLC, and  
ICAP Securities USA LLC

Hearing Site: Minneapolis, Minnesota

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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: Customer vs. Members

This matter proceeded pursuant to Rule 12800 of the Code of Arbitration Procedure (“Code”).

**REPRESENTATION OF PARTIES**

Claimant Darcy Christopherson (“Claimant”) appeared pro se.

For Respondent Citadel Securities LLC (“Citadel”): Elizabeth K. M. Coe, Esq. and Elizabeth Johnson, Esq., Citadel Securities LLC, Chicago, Illinois.

For Respondent G1 Execution Services, LLC (“G1”): John C. Pickford, Esq., Bala Cynwyd, Pennsylvania.

For Respondents GTS Securities LLC (“GTS”) and ICAP Securities USA LLC (“ICAP”): Paul McCurdy, Esq. and Gizem Tunca, Esq., Katten Muchin Rosenman LLP, New York, New York.

**CASE INFORMATION**

Statement of Claim filed on or about: November 3, 2020.

Claimant signed the Submission Agreement: November 3, 2020.

Statement of Answer filed by Citadel on or about: December 24, 2020.

Citadel signed the Submission Agreement: December 24, 2020.

Statement of Answer filed by G1 on or about: December 24, 2020.

G1 signed the Submission Agreement: December 24, 2020.

Statement of Answer filed by GTS on or about: January 20, 2021.  
GTS signed the Submission Agreement: January 20, 2021.

Statement of Answer filed by ICAP on or about: January 13, 2021.  
ICAP signed the Submission Agreement: January 13, 2021.

### **CASE SUMMARY**

In the Statement of Claim, Claimant asserted the following causes of action: collusion and manipulation. The causes of action related to Claimant's allegation that four market makers have shorted shares of Ozop Surgical Corporation, now known as Ozop Energy Solutions Inc., (OZSC) to force OZSC to do a reverse split.

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

Unless specifically admitted in the Statement of Answer, G1 denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

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

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

### **RELIEF REQUESTED**

In an attachment to the Statement of Claim, Claimant requested compensatory damages of \$32,000.00 and punitive damages of \$5,000.00.

In the Statement of Answer, Citadel requested that Claimant's claims be dismissed.

In the Statement of Answer, G1 requested that it be awarded all fees and costs associated with this action.

In the Statement of Answer, GTS requested that Claimant's claims be dismissed.

In the Statement of Answer, ICAP requested that Claimant's claims be dismissed.

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

The Arbitrator acknowledges having read the pleadings and other materials filed by the parties.

On December 24, 2020, Citadel filed a Motion to Dismiss, pursuant to Rule 12504 of the Code, to which no response was filed. In an Order dated January 20, 2021, the Arbitrator granted Citadel's Motion to Dismiss on the following grounds:

Claimant has never been a customer of [Citadel], and the parties have no written agreement to arbitrate. Claimant did not maintain any accounts with [Citadel] and did not purchase any goods or services from [Citadel]. Claimant fails to state a claim against [Citadel].

On January 13, 2021, ICAP filed a Motion to Dismiss, pursuant to Rule 12504 of the Code, to which no response was filed. In an Order dated January 26, 2021, the Arbitrator granted ICAP's Motion to Dismiss on the following grounds:

Claimant has never been a customer of [ICAP]. Claimant did not maintain any accounts with [ICAP] and had no business relationship with [ICAP]. Claimant's conclusory allegations fail to state a claim upon which relief can be granted.

On January 19, 2021, G1 filed a Motion to Dismiss, pursuant to Rule 12504 of the Code, to which no response was filed. Herein, the Arbitrator grants G1's Motion to Dismiss on the following grounds:

Claimant was not and is not a customer of G1; Claimant alleges no wrongdoing by G1; and Claimant alleges no harm, directly or indirectly, from any act or omission by G1.

On January 20, 2021, GTS filed a Motion to Dismiss, pursuant to Rule 12504 of the Code, to which no response was filed. Herein, the Arbitrator grants GTS's Motion to Dismiss on following grounds:

Claimant has never been a customer of GTS; the parties have no written agreement to arbitrate; and Claimant fails to state a claim upon which relief can be granted.

### **AWARD**

After considering the pleadings, G1's Motion to Dismiss, and GTS's Motion to Dismiss, the Arbitrator has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. Claimant's claims are dismissed in their entirety as to G1 and GTS, pursuant to Rule 12504 of the Code.
2. FINRA Dispute Resolution Services shall retain the \$600.00 filing fee that Claimant deposited previously.
3. Citadel is liable for and shall pay to Claimant the sum of \$75.00 to reimburse Claimant for a portion of the filing fee previously paid to FINRA Dispute Resolution Services.
4. ICAP is liable for and shall pay to Claimant the sum of \$75.00 to reimburse Claimant for a portion of the filing fee previously paid to FINRA Dispute Resolution Services.
5. G1 is liable for and shall pay to Claimant the sum of \$75.00 to reimburse Claimant for a portion of the filing fee previously paid to FINRA Dispute Resolution Services.

6. GTS is liable for and shall pay to Claimant the sum of \$75.00 to reimburse Claimant for a portion of the filing fee previously paid to FINRA Dispute Resolution Services.
7. Any and all relief not specifically addressed herein, including requests for punitive damages and attorneys' fees, if any, are denied.

**FEES**

Pursuant to the Code:

1. Citadel, GTS, and ICAP have each paid to FINRA Dispute Resolution Services the \$750.00 Member Surcharge and \$1,750.00 Member Process Fee previously invoiced.
2. G1 has paid to FINRA Dispute Resolution Services the \$750.00 Member Surcharge and shall pay to FINRA Dispute Resolution Services the \$1,750.00 Member Process Fee previously invoiced.

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

**ARBITRATOR**

Frederick Ramos

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Sole 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.

**Arbitrator's Signature**

***Frederick Ramos***

Frederick Ramos  
Sole Public Arbitrator

**02/25/2021**

Signature Date

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.

February 25, 2021

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