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

15 CANDYCE MYERS,

16 Petitioner,

17 v.

18 ARKADIOS CAPITAL, LLC, d/b/a Arkadios
19 Capital,

20 Respondent.

Case No. 4:26-mc-80182

**PETITION TO CONFIRM FINRA
ARBITRATION AWARD AND ENTER
JUDGMENT THEREON**

1 Petitioner Myers from, Arkadios Capital’s Alamo, California branch office. Amongst other facts, Edwin
2 Lickiss affixed Respondent Arkadios Capital’s Medallion Signature Guarantee Stamp to bogus account
3 statements provided to Petitioner Myers to prop up and conceal the scheme.

4 9. In or around September 2024, Edwin Lickiss’ Ponzi scheme collapsed, resulting in
5 Petitioner Myers’ investment being wiped out.

6 10. On March 3, 2025, Petitioner Myers filed a Statement of Claim with FINRA alleging,
7 amongst other things, that Respondent Arkadios Capital “allowed [Michael Lickiss] and unlicensed
8 [Edwin Lickiss] to operate with virtually total autonomy, creating perfect conditions for the furtherance
9 of [Edwin Lickiss’] scheme.” **Exhibit A**, p. 5. Petitioner’s claims included negligence, breach of
10 fiduciary duty, aiding and abetting Edwin Lickiss’ breach of fiduciary duty, and aiding and abetting
11 Edwin Lickiss’ fraud. *Id.* at 6-11.

12 11. Following Petitioner Myers’ initiation of the arbitration proceeding that forms the subject
13 matter of this Petition, on April 24, 2025 Respondent Arkadios Capital executed a “FINRA
14 ARBITRATION Submission Agreement” that stated in pertinent part:

15 1. The undersigned parties (“parties”) hereby submit the present matter
16 in controversy, as set forth in the attached statement of claim, answers, and
17 all related cross claims, counterclaims and/or third-party claims which may
18 be asserted, to arbitration in accordance with the FINRA By-Laws, Rules,
19 and Code of Arbitration Procedure.

20 2. The parties hereby state that they or their representative(s) have read
21 the procedures and rules of FINRA relating to arbitration, and the parties
22 agree to be bound by these procedures and rules.

23 3. The parties agree that in the event a hearing is necessary, such
24 hearing shall be held at a time and place as may be designated by the
25 Director of FINRA Dispute Resolution Services or the arbitrator(s). The
26 parties further agree and understand that the arbitration will be conducted
27 in accordance with the FINRA Code of Arbitration Procedure.

28 4. The parties agree to abide by and perform any award(s) rendered
pursuant to this Submission Agreement. The parties further agree that a
judgment and any interest due thereon, may be entered upon such award(s)
and, for these purposes, the parties hereby voluntarily consent to submit to
the jurisdiction of any court of competent jurisdiction which may properly
enter such judgment.

1 **Exhibit B.**

2 **The Arbitration**

3 12. On June 9, 2026, following a four-day evidentiary hearing, the FINRA arbitration panel
4 duly appointed in the matter issued an award in favor of Petitioner Myers and against Respondent
5 Arkadios Capital as follows:

6 **AWARD**

- 7
- 8 1. Arkadios is liable for and shall pay to Claimant \$2,700,000.00 in
compensatory damages.
 - 9 2. Arkadios is liable for and shall pay to Claimant interest on the above-
10 stated sum at the California statutory rate from the date the Award is
published until the Award is paid in full.
 - 11 3. Any and all claims for relief not specifically addressed herein,
12 including any requests for punitive damages, are denied.

13 **Exhibit C**, p. 2-3.

- 14 13. All parties were served with the Arbitration Award on June 9, 2026. **Exhibit C**, p. 4.

15 **Confirmation of the Award**

16 14. The Federal Arbitration Act, 9 U.S.C. § 9, provides that at any time within one year after
17 the arbitration award is made, any party to the arbitration may apply to the court for an order confirming
18 the award. Section 9 further provides that the court must enter an order confirming the arbitration award
19 unless the award is vacated, modified, or corrected as set forth in Sections 10 and 11 of the Federal
20 Arbitration Act.

21 15. Furthermore, Arkadios Capital agreed, pursuant to the FINRA ARBITRATION
22 Submission Agreement, “to abide by and perform any award(s) rendered pursuant to the Submission
23 Agreement,” “that a judgment and any interest due thereon, may be entered upon such award(s),” and
24 that “the parties hereby voluntarily consent to submit to the jurisdiction of any court of competent
25 jurisdiction which may properly enter such judgment.” **Exhibit B**, p. 1.

- 26 16. This Petition is made within one year of the date that the Arbitration Award was issued.

- 27 17. The Arbitration Award has not been vacated, modified, or corrected.

1 **Prayer for Relief**

2 Petitioner hereby respectfully requests that this Court issue an order confirming the Arbitration
3 Award and enter judgment thereon in favor of Petitioner and against Respondent for:

4 (a) Compensatory damages in the amount of \$2,700,000;

5 (b) Interest on the amount of \$2,700,000 accruing at the statutory rate—which is 10 percent
6 per annum pursuant to California Code of Civil Procedure Section 685.010(a)—from the date the
7 Arbitration Award was published, June 9, 2026, until paid in full.

8 (c) Any such other and further relief as the Court deems just and proper under the
9 circumstances.

10
11 Dated: June 11, 2026

By: /s/ Steve Lopez

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