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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

MATTHEW WADE BEASLEY; BEASLEY
LAW GROUP PC; JEFFREY J. JUDD;
CHRISTOPHER R. HUMPHRIES; J&J
CONSULTING SERVICES, INC., an Alaska
Corporation; J&J CONSULTING SERVICES,
INC., a Nevada Corporation; J AND J
PURCHASING LLC; SHANE M. JAGER;
JASON M. JONGEWARD; DENNY
SEYBERT; ROLAND TANNER; LARRY
JEFFERY; JASON A. JENNE; SETH
JOHNSON; CHRISTOPHER M. MADSEN;
RICHARD R. MADSEN; MARK A.
MURPHY; CAMERON ROHNER; AND
WARREN ROSEGREEN,

Defendants,

THE JUDD IRREVOCABLE TRUST; PAJ
CONSULTING INC; BJ HOLDINGS LLC;
STIRLING CONSULTING, L.L.C.; CJ
INVESTMENTS, LLC; JL2 INVESTMENTS,
LLC; ROCKING HORSE PROPERTIES,
LLC; TRIPLE THREAT BASKETBALL,
LLC; ACAC LLC; ANTHONY MICHAEL
ALBERTO, JR.; and MONTY CREW LLC,

Relief Defendants.

Case No. 2:22-cv-00612-CDS-EJY

**DEFENDANT JEFFREY J. JUDD'S
OPPOSITION TO RECEIVER'S
EMERGENCY MOTION FOR ORDER
IN AID OF RECEIVERSHIP
ENJOINING (i) CONTACT WITH J&J
INVESTORS SOLICITING THE
UNLICENSED PRACTICE OF LAW
AND (ii) RELATED INAPPROPRIATE
CONTACT BETWEEN
RECEIVERSHIP DEFENDANTS AND
J&J INVESTORS**

[ECF NOS. 992 & 993]

Defendant Jeffrey J. Judd (“**Judd**”) opposes the remaining relief requested in the Receiver’s Emergency Motion for Order in Aid of Receivership Enjoining (i) Contact with J&J Investors Soliciting the Unlicensed Practice of Law and (ii) Related Inappropriate Contact Between Receivership Defendants and J&J Investors¹ (ECF Nos. 992 and 993) (the “**Motion**”).² This Opposition is based on the following memorandum of points and authorities, all papers on file, and any argument the Court may consider.

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

On September 4, 2026, the Court granted the Motion only “as to relief requested for authorization to aid in the investigation” and deferred everything else. ECF No. 1008. What remains is the Receiver’s request that the Court “amend[] its Appointment Order” to bar “the Receivership Defendants, and those acting in concert with them, from communicating regarding the J&J Enterprise³ or this Receivership with any persons who invested in the J&J Enterprise” without “further order of the Court” or “the Receiver’s written authorization.” Motion at 5; *see id.* at 23-24. Judd also objects to the findings the Receiver has asked the Court to enter against him and his counsel in the Receiver’s proposed order, ECF No. 1004, and to the Receiver’s alternative request for “further instructions.” Motion at 5.

The Motion asks the Court to do something no case cited in it has ever done: silence a party’s communications with more than a thousand people, including his own children, unless his litigation adversary gives written permission. It asks for that relief on the strength of a marketing

¹ The Motion never defines “J&J Investors.” *See* Section II.C. below.

² ECF Nos. 992 and 993 are the same 27-page document, docketed twice, once as a motion and once as an emergency motion. The Court addressed both at the September 4, 2026 hearing. ECF No. 1008. This Opposition responds to both. Citations to the “Motion” are to the page numbers of ECF No. 993.

³ The Motion never defines “J&J Enterprise.” *See* Section II.C. below.

1 newsletter written by a nonlawyer whom the Receiver himself describes as “not necessarily
 2 reliable,” while conceding that “it is possible that Prince and JFA are not working with Judd,
 3 Rosegreen, any other Receivership Defendant, or any Defense Group that might exist.” Motion at
 4 20 n.16. The Motion identifies no communication by Judd with any investor. None. It all but
 5 concedes that the Appointment Order does not presently reach the conduct it describes. Motion at
 6 4. The Motion goes so far as to ask the Court to “amend[]” that Order. Motion at 5.⁴ And since the
 7 Motion was filed, the Receiver has conceded that the sealed exhibits he still withholds “do not
 8 include counsel for Receivership Defendants or mention coordinating with such counsel or any
 9 common interest defense group.” ECF No. 1007 at 3.

10 A restraint on a litigant’s speech requires “a clear record and specific findings,” made on a
 11 showing by the movant, and must result in “a carefully drawn order that limits speech as little as
 12 possible.” *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 101-02 (1981). This record is the opposite of
 13 clear. The Receiver’s own filings disclaim it. The remaining relief should be denied.

14 **STATEMENT OF RELEVANT FACTS AND PROCEDURAL POSTURE**

15 **A. The Motion and Its Evidence.**

16 The Receiver filed the Motion at approximately 10:00 p.m. on Friday, August 28, 2026,
 17 twice, as ECF Nos. 992 and 993. The declarations of the Receiver and his counsel on which the
 18 Motion rests were filed under seal (ECF Nos. 995, 996) and were not served on Judd. Motion at
 19 22 n.19. The Receiver moved to seal them that night (ECF No. 994), and the sealing motion was
 20 granted the next morning, a Saturday, before any response was possible. ECF No. 997. Judd’s

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 22 ⁴ As noted in the Receiver’s [Proposed] Order in Aid of Receivership Regarding Proceedings
 23 Dated September 4, 2026, ECF No. 1004, prior to anyone having a chance to respond to the
 24 Motion, the Receiver’s position was “clarified by counsel at the September 4, 2026, hearing.”
 25 While asking this Court to find that the conduct of Mr. Prince and Ms. Mraz contravenes “at least
 the spirit, if not the letter” of Paragraph 29, [Proposed] Order ECF No. 1004 at 3, the Receiver
 then proposes the Court decree that the conduct “violates Paragraph 29.” *Id.* at 4.

1 counsel requested the sealed materials the night the Motion was filed. The Receiver refused to
2 provide them.⁵ Redacted versions of the two declarations and of seven of the twelve exhibits were
3 served on September 7, 2026. ECF Nos. 1005, 1006. Exhibits 5 through 9 remain withheld. ECF
4 No. 1007 at 2.

5 The Motion’s evidence concerning Judd and his counsel is speculative, at best. It consists
6 of the following: First, a “Weekly Digest” email from Denise Mraz to members of the “Justice and
7 Freedom Association” (“JFA”), in a section titled “Kudos for JFA,” stating: “JFS [sic] was
8 invited⁶ and will cooperate with the Common Interest Privilege Group. Led by Kevin Anderson,
9 this will assist all our clients in subsequent counter claims These attorneys are using our
10 arguments, proving our leadership.” Motion at 12; ECF No. 1005-4 (Winkler Decl. Ex. 4) at 6.
11 Second, the Receiver’s statement that “an individual I believe to be Prince” attended public
12 hearings and conversed with Judd’s counsel before or after them. Motion at 13; ECF No. 1005
13 ¶¶ 29-30, 33. Third, the Receiver’s observation that pro se filings by Aaron Prince’s “Net Winner
14 Clients” raise legal themes that “bear a striking resemblance” to arguments Judd made in public
15 filings in this case, some dating back to 2022. Motion at 10-11 (ECF No. 163 is Judd’s Opposition
16 to Motion to Amend Preliminary Injunction Order, filed on July 13, 2022). That is all.

17 The Motion characterizes this as evidence that Prince is “coordinating, or at least claiming
18 to have coordinated,” with Judd’s counsel. Motion at 3. It then concedes: “It is not clear whether
19 Mraz’s statement regarding the Defense Group is accurate, or what the scope of any coordination
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21 ⁵ Counsel for the Receiver advised Judd’s counsel by email on August 29, 2026 that the Receiver
22 did “not intend to provide the sealed documents to other parties until further order of the Court.”
Judd will file that correspondence if the Court wishes to review it.

23 ⁶ This email does not say who “invited” them. The Receiver nonetheless told the Court it was
24 Kevin Anderson. Motion at 4, n.5 (“She also says that ‘JFS [sic] *was invited*’ by Anderson and
25 will cooperate with Anderson. *Id.* (emphasis added).”). The Receiver has since represented that
none of the withheld exhibits mentions counsel for any Receivership Defendant. ECF No. 1007
at 3.

1 might be.” Motion at 12. And: “The Receiver acknowledges that Mraz’s statements regarding the
2 Defense Group are not necessarily reliable given the source, and it is possible that Prince and JFA
3 are not working with Judd, Rosegreen, any other Receivership Defendant, or any Defense Group
4 that might exist.” Motion at 20 n.16. The Motion’s conclusion is framed the same way: “if what
5 Mraz said about the Common Interest Privilege Group is true” Motion at 23.

6 In the argument section accusing Judd’s counsel of a “Flagrant Violation,” the one citation
7 offered for the phrase “Common Interest Privilege Group, led by Kevin Anderson” is “Winkler
8 Decl., Ex. 6 at 6.” Motion at 20. Exhibit 6 has never been produced to Judd. The Receiver now
9 describes it as “an email that demonstrates that the documents identified as Exhibits 1 and 2 were
10 emailed to Client A as an attachment.” ECF No. 1007 at 5. By the Receiver’s own description,
11 Exhibit 6 is a transmittal email. It does not contain the quoted words.

12 The newsletter itself undercuts the Motion’s theory. It tells JFA members: “Under no
13 circumstance should you enjoiner yourself to the court. If you hire an attorney, that is enjoiner
14 action.” ECF No. 1005-4 at 4. It refers to the “Receiver/Deceiver.” *Id.* It states: “JFA are
15 counselors at law, private clerks and researchers. No BAR attorneys are members of JFA Law.”
16 *Id.* at 7. And the sentence the Receiver relies upon claims that “[t]hese attorneys are using our
17 arguments,” *id.* at 6, which is the reverse of the Motion’s theory that Receivership Defendants are
18 directing Prince. Motion at 12 (Prince “is likely being unduly influenced by them”).

19 **B. The Relief Requested.**

20 The Motion states the relief three ways. The caption seeks to enjoin “Related Inappropriate
21 Contact Between Receivership Defendants and J&J Investors.” Section II asks the Court to
22 “amend[] its Appointment Order to preclude . . . the Receivership Defendants, and those acting in
23 concert with them, from communicating regarding the J&J Enterprise or this Receivership with
24 any persons who invested in the J&J Enterprise without either (a) further order of the Court or (b)

1 the Receiver’s written authorization.” Motion at 5. The Conclusion asks the Court to “modify the
2 Appointment Order to enjoin . . . the Receivership Defendants from communicating with any
3 investors without further order of the Court or the Receiver’s explicit written authorization.”
4 Motion at 23-24. There are more than a thousand “investors.” The Receiver’s claims register alone
5 lists 1,063 claimants (ECF No. 890-1), and the Receiver has sued approximately 150 more as “Net
6 Winner Defendants.” Motion at 7.

7 Among those investors are Judd’s own children and other members of his family, who are
8 defendants in *Winkler v. Mar*, No. 2:26-cv-00996-CDS-NJK, and *Winkler v. Riske*,
9 No. 2:26-cv-01000-CDS-NJK, and who are represented in those actions by Judd’s counsel. Motion
10 at 3 n.4 (“Anderson represents numerous Net Winners, including, but not limited to, Judd’s
11 children.”).⁷

12 **C. The September 4 Hearing and What Followed.**

13 On September 1, 2026, the Court set a hearing on ECF No. 993 for September 4, on three
14 days’ notice, before any response was due. ECF No. 998. At the hearing the Court granted the
15 Motion “as to relief requested for authorization to aid in the investigation,” deferred the remainder,
16 set a separate inquiry regarding the representation of the Judd family defendants in the clawback
17 actions for September 25, 2026, and ordered a status report from the Receiver by November 3,
18 2026. ECF No. 1008. The Receiver’s proposed order, ECF No. 1004, goes further than the
19 minutes. It would have the Court find that the conduct of Prince and Mraz “violates Paragraph 29
20 of the Appointment Order,” that “the Net Winner Clients” were “on actual notice of the
21 Appointment Order,” and that Judd’s counsel represents “at least six J&J Investors who were
22 allegedly ‘net winner’ victims of Jeffrey Judd.” ECF No. 1004 at 3-4. Judd timely served his
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24 ⁷ The Court’s minutes identify them: Jordan Judd, Kennedy Judd, Parker Judd, Preston Judd, Gary
25 Judd, and Emily Newberry. ECF No. 1008. Jeffrey Judd is not a party to any clawback action.

1 reasons for disapproval and filed a competing proposed order. ECF No. 1010. By stipulation, this
2 Opposition is due September 15, 2026, and the Receiver's reply is due September 23, 2026. ECF
3 No. 1009.

4 **ARGUMENT**

5 **I. THE APPOINTMENT ORDER DOES NOT REACH COMMUNICATIONS, AND** 6 **THE RECEIVER CONCEDES IT WOULD HAVE TO BE AMENDED TO DO SO**

7 The Receiver's theory is that Judd's supposed coordination with Prince "violates two
8 aspects of the Appointment Order: the injunction against ancillary litigation and the injunction
9 against interference." Motion at 22. Neither provision says anything about communication.

10 Paragraph 29 restrains the Receivership Defendants and persons with notice from taking
11 action "without the express written agreement of the Receiver, which would" do one of four things:
12 (A) "[i]nterfere with the Receiver's efforts to take control, possession, or management of any
13 Receivership Property," with examples of attachment, replevin, execution, and liens; (B) "[h]inder,
14 obstruct or otherwise interfere with the Receiver in the performance of his duties," with examples
15 of "concealing, destroying or altering records or information"; (C) "[d]issipate or otherwise
16 diminish the value of any Receivership Property"; or (D) "[i]nterfere with or harass the Receiver,
17 or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership
18 Estate." ECF No. 88 ¶ 29. Every subpart is directed at property and the administration of the estate.
19 The "express written agreement of the Receiver" clause modifies those four categories. It is not a
20 general license for the Receiver to approve or forbid what other people say. The only provisions
21 of the Appointment Order that address investor communications are Paragraphs 25 and 40, and
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1 both authorize the *Receiver* to communicate. *Id.* ¶¶ 25, 40. Nothing in the twenty-page Order
2 restricts anyone else’s communications with anyone.⁸

3 The Receiver’s real complaint is that the Net Winner Clients’ defensive filings in the
4 clawback actions are frivolous and burdensome. Motion at 8-9. Defending a clawback action that
5 the Receiver himself filed, with leave of this Court, is not “commencing” an ancillary proceeding.
6 The remedy for a frivolous filing is a motion to strike, Rule 11, or LR IA 11-8, all of which are
7 available to the Receiver and all of which he has used. Motion at 8 (116 responses or motions to
8 strike). The remedy is not a gag order on a different party in a different case.

9 The Receiver knows this. His Motion does not ask the Court to enforce the Appointment
10 Order. It asks the Court to “issue an Order in Aid of Receivership that *amends* its Appointment
11 Order to preclude” the communications. Motion at 5 (emphasis added); *see id.* at 23 (“modify the
12 Appointment Order to enjoin”). If Paragraph 29 already reached these communications there
13 would be nothing to amend. The Motion concedes the same point in different words: “if their
14 conduct does not violate the specific letter of the Appointment Order’s anti-interference provisions
15 or stay of litigation, it certainly violates their spirit.” Motion at 4; *see id.* at 23 (“in contravention
16 of the spirit, if not the letter”). An injunction has no “spirit” that binds anyone. “[B]asic fairness
17 requires that those enjoined receive explicit notice of precisely what conduct is outlawed.” *Schmidt*
18 *v. Lessard*, 414 U.S. 473, 476 (1974); Fed. R. Civ. P. 65(d)(1). The Receiver’s own authority
19 makes the point. In *SEC v. Howard*, the court denied contempt because the appointment order “did
20 not plainly prohibit [the defendants] from contacting investors.” Motion at 21 n.17 (describing
21 *SEC v. Howard*, No. 3:17-cv-00420, 2018 WL 949255 (N.D. Tex. Feb. 20, 2018)). The same is
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23 ⁸ The Receiver also invokes the stay of ancillary litigation, ECF No. 88 ¶¶ 32-34, but the Motion’s
24 own description of that provision is that it stays “civil legal proceedings” and enjoins the parties
25 to such proceedings from “commencing or continuing” them. Motion at 14. The Motion identifies
no proceeding that Judd has commenced or continued.

1 true here. Yet the Receiver’s proposed order would have the Court decree that the challenged
 2 conduct “violates Paragraph 29.” ECF No. 1004 at 4. The Court should not enter a finding that the
 3 Motion itself contradicts.

4 Nor does the Receiver’s case law support the restraint he seeks. *Wencke, Hardy, Capital*
 5 *Consultants, Capwill, Medical Development International*, and *Porter v. Sabin* all concern
 6 interference with a receiver’s possession of property or suits against a receiver without leave.
 7 Motion at 13-14. Not one restrains anyone from speaking. The Ninth Circuit’s formulation is that
 8 a receivership court “has power to issue orders barring actions which would interfere with its
 9 administration of that estate.” *SEC v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980) (quotation
 10 omitted). Barring actions means barring litigation. The only case in the Motion in which a court
 11 restricted a receivership defendant’s contact with investors is *Howard*, an unpublished decision
 12 from another circuit in which, as the Receiver concedes, “[t]he facts of the attempted coordination
 13 by the receivership defendants . . . were not disputed.” Motion at 21 n.17. Here they are disputed
 14 by the Receiver himself. Motion at 20 n.16.

15 **II. THE REQUESTED RESTRAINT IS A PRIOR RESTRAINT ON A LITIGANT’S** 16 **SPEECH THAT CANNOT ISSUE ON THIS RECORD**

17 **A. The Governing Standard.**

18 An order limiting a litigant’s communications with a class of persons “should be based on
 19 a clear record and specific findings that reflect a weighing of the need for a limitation and the
 20 potential interference with the rights of the parties.” *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 101
 21 (1981). The burden is on the movant. A court “may not exercise the power without a specific
 22 record showing by the moving party of the particular abuses by which it is threatened,” and must
 23 give “explicit consideration to the narrowest possible relief which would protect the respective
 24 parties.” *Id.* at 102 (quoting *Coles v. Marsh*, 560 F.2d 186, 189 (3d Cir. 1977)). The weighing
 25 “should result in a carefully drawn order that limits speech as little as possible, consistent with the

1 rights of the parties under the circumstances.” *Id.* “[T]he mere possibility of abuses does not justify
2 routine adoption of a communications ban.” *Id.* at 104. And the Court approved the refusal to give
3 any weight to “unsworn allegations of misconduct on the part of respondents’ attorneys,” because
4 a conclusion resting on them “would have been procedurally improper and without evidentiary
5 support.” *Id.* at 103-04 n.18 (quotation omitted).

6 The Ninth Circuit applies *Gulf Oil* to orders restricting a litigant’s communications with
7 absent nonparties. *Dominguez v. Better Mortgage Corp.*, 88 F.4th 782, 791-93 (9th Cir. 2023).
8 *Dominguez* affirmed such an order only because the district court “carefully parsed” the
9 communications at issue and its “detailed order shows a careful analysis,” in contrast to *Gulf Oil*,
10 where the court “failed to provide any record useful for appellate review.” *Id.* at 791-92. The
11 restraint there required prior approval by the court, not by the adversary, and rested on an express
12 rule and an express statute governing the collective proceeding. *Id.* at 791, 793. *Dominguez* also
13 holds that an order restricting a party’s communications is injunctive in nature, whatever it is
14 called. *Id.* at 790. The Federal Rules therefore apply, including Rule 65(d)’s requirement that the
15 order “describe in reasonable detail . . . the act or acts restrained.” Fed. R. Civ. P. 65(d)(1)(C).

16 *Gulf Oil* and *Dominguez* arose in the class- and collective-action context. Judd does not
17 contend otherwise. Their reasoning applies with more force here, not less, because no rule or
18 statute authorizes what the Receiver requests, and because the Receiver is the adversary of every
19 person whose communications he seeks to control. Courts “must be scrupulous to respect judicial
20 neutrality” when supervising a litigant’s communications with absent persons. *Hoffmann-La*
21 *Roche Inc. v. Sperling*, 493 U.S. 165, 174 (1989). And where a court restrains the speech of trial
22 participants, the Ninth Circuit requires that “(1) the activity restrained poses either a clear and
23 present danger or a serious and imminent threat to a protected competing interest, (2) the order is
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1 narrowly drawn, and (3) less restrictive alternatives are not available.” *Levine v. U.S. Dist. Court*,
2 764 F.2d 590, 595 (9th Cir. 1985).

3 **B. There Is No Clear Record. The Receiver Has Disclaimed His Own Evidence.**

4 The Motion fails at the threshold because there is no record of any communication by Judd
5 with any investor. The Receiver’s evidence as to Judd is Ms. Mraz’s newsletter, a hallway
6 observation, and the Receiver’s impression that public filings by different defendants make similar
7 arguments.

8 *The newsletter.* The Receiver’s case rests on one paragraph in a JFA marketing email
9 written by a nonlawyer to her paying members. Motion at 12. The Receiver does not vouch for it.
10 He “acknowledges that Mraz’s statements regarding the Defense Group are not necessarily reliable
11 given the source.” Motion at 20 n.16. He concedes “it is possible that Prince and JFA are not
12 working with Judd, Rosegreen, any other Receivership Defendant, or any Defense Group that
13 might exist.” *Id.* He concedes “[i]t is not clear whether Mraz’s statement regarding the Defense
14 Group is accurate, or what the scope of any coordination might be.” Motion at 12. He now
15 describes the charge as “Prince and Mraz’s allegation.” ECF No. 1007 at 3. A movant who
16 disclaims the reliability of his only witness has not made “a specific record showing . . . of the
17 particular abuses by which it is threatened.” *Gulf Oil*, 452 U.S. at 102. He has made the kind of
18 “unsworn allegations of misconduct” on the part of opposing counsel that *Gulf Oil* held may be
19 given no weight. *Id.* at 103-04 n.18. And the document itself contradicts the Receiver’s theory. It
20 warns members against hiring attorneys, disparages the bar and the Receiver, states that no
21 attorneys are members of JFA, and claims that “these attorneys are using our arguments.” ECF
22 No. 1005-4 at 4, 6-7. On its face it describes nonlawyers claiming credit for influencing lawyers,
23 not lawyers directing nonlawyers.

1 *The phantom exhibit.* In the section of the Motion accusing Judd’s counsel of a “Flagrant
2 Violation,” the Receiver supports the phrase “Common Interest Privilege Group, led by Kevin
3 Anderson” with a citation to “Winkler Decl., Ex. 6 at 6.” Motion at 20. Exhibit 6 has never been
4 produced. The Receiver now describes it as an email that “demonstrates that the documents
5 identified as Exhibits 1 and 2 were emailed to Client A as an attachment.” ECF No. 1007 at 5. A
6 transmittal email does not contain the quoted words. Either the citation is wrong or the Receiver’s
7 description of Exhibit 6 is wrong. In either case the one citation anchoring the Motion’s most
8 serious accusation is unsupported.

9 *The withheld exhibits.* The Receiver has now represented that Exhibits 5 through 9, which
10 he continues to withhold, “do not include counsel for Receivership Defendants or mention
11 coordinating with such counsel or any common interest defense group.” ECF No. 1007 at 3. Judd
12 accepts that representation and asks the Court to hold the Receiver to it. It confirms that the
13 Motion’s coordination theory rests on one sentence in Exhibit 4 and nothing else.⁹

14 *The hallway.* The Receiver states that “an individual I believe to be Prince” attended public
15 hearings and conversed with Judd’s counsel before or after them. ECF No. 1005 ¶¶ 29-30, 33;
16 Motion at 13. The declarant does not swear that he can identify Prince. The Motion nonetheless
17 drops the qualifier and asserts that the Receiver “has observed Prince . . . conversing with Anderson
18 before and after.” Motion at 20 n.16. Even taken at face value, a conversation in a public
19 courthouse hallway with a person who attends public hearings is not interference with
20 Receivership Property, and it is not a communication by Judd with an investor.

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22 ⁹ The Receiver’s notice of proposed redactions asks the Court to adopt the Receiver’s own
23 summaries of Exhibits 5 through 9 as the Court’s description of those exhibits. ECF No. 1007 at
24 5-6; ECF No. 1007-1. Judd does not object to the Court treating those summaries as binding on
25 the Receiver. Every one of them describes an email from Ms. Mraz to Client A about JFA
membership payments, JFA legal theories, or the status of the clawback actions. None mentions
Judd, his counsel, any Receivership Defendant, or any common interest group.

1 *The “striking resemblance.”* The Receiver observes that pro se filings by Net Winner
2 Clients raise themes Judd has raised: that the Receiver’s accounting is unvetted, that the net winner
3 methodology is unadjudicated, that due process has been denied, and that the Receiver has not
4 made adequate fiduciary disclosures. Motion at 10-11. Judd’s filings are public. Some are as old
5 as July 2022. Anyone with a PACER account can read them. That defendants sued by the same
6 plaintiff on the same accounting make overlapping arguments proves nothing about who spoke to
7 whom. The Receiver’s own Exhibit 1 charts filings by defendants in ten actions to which Judd is
8 not a party. Motion at 8; ECF No. 993-1.

9 The Court now has direct evidence of what Prince and Mraz’s advocacy looks like. On
10 September 10, 2026, they filed a 123-page response to the Receiver’s notice of proposed
11 redactions. ECF No. 1012. It is signed “In Propria Persona, Sui Juris, Sui Generis” and appears
12 “By Special Appearance – Under superior concurrent general jurisdiction.” *Id.* at 3, 60. Outside
13 the case caption, it does not mention Judd or his counsel. Its demands and arguments bear no
14 resemblance to anything filed by Judd or his counsel in this case.

15 That is the entire record as to Judd. It does not identify a single communication by Judd
16 with a single investor about anything. It does not identify any Receivership Property that any
17 communication touched. It rests on a source the movant calls unreliable, an exhibit that does not
18 say what the Motion says it says, and exhibits the movant concedes are silent. *Gulf Oil* requires “a
19 clear record and specific findings.” 452 U.S. at 101. No findings can be made on this record, and
20 the Court should decline the Receiver’s invitation to make them. ECF No. 1004 at 3-4.

21 **C. The Requested Restraint Is Not Narrowly Drawn.**

22 Even if the Receiver had shown some abuse, the relief requested bears no relationship to
23 it. The Motion’s theory is that Judd, through counsel, influenced Prince, who in turn influenced
24 his clients’ filings. The relief requested is a ban on the Receivership Defendants “communicating
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1 regarding the J&J Enterprise or this Receivership with any persons who invested in the J&J
2 Enterprise.” Motion at 5. That is a ban on speaking with over a thousand people about the central
3 events of the speaker’s life, for an indefinite period, on any subject touching “the J&J Enterprise
4 or this Receivership.”

5 It would bar Judd from speaking with his own children about the lawsuits the Receiver has
6 filed against them. It would bar him from speaking with co-defendants in this action who are also
7 investors. It would bar his counsel (Rule 65(d)(2)(B)) from communicating with counsel’s own
8 clients in *Winkler v. Mar* and *Winkler v. Riske*. Motion at 3 n.4; ECF No. 1008. It contains no
9 exception for communications between counsel, so it would reach every investor who has retained
10 a lawyer. And it would place every one of those communications under the control of the Receiver,
11 who is the plaintiff suing those investors and the party adverse to Judd on every contested issue in
12 this case.

13 That last feature has no precedent. In *Gulf Oil* and *Dominguez*, and in every case either
14 cites, the restriction ran to prior approval by the court. *Gulf Oil*, 452 U.S. at 94-95; *Dominguez*, 88
15 F.4th at 793. The Receiver asks that Judd’s speech be permitted only with “the Receiver’s explicit
16 written authorization.” Motion at 24. No case authorizes a court to appoint one litigant the censor
17 of another. It is difficult to conceive of an arrangement more at odds with the “judicial neutrality”
18 that *Hoffmann-La Roche* requires. 493 U.S. at 174.

19 The Motion also fails Rule 65(d)(1) on its own terms. It states the relief three different
20 ways, in the caption, in Section II, and in the Conclusion, and the three do not agree on who is
21 covered or what is prohibited. *Compare* Motion at 1, *with id.* at 5, *and id.* at 23-24. An order that
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cannot be stated consistently by its own proponent cannot “describe in reasonable detail . . . the act or acts restrained.” Fed. R. Civ. P. 65(d)(1)(C).¹⁰

Nor does the Motion define its own terms. “J&J Investors” appears only in the Motion’s caption and is defined nowhere. “J&J Enterprise,” the term that fixes the class of persons with whom the Receivership Defendants could not speak, is not defined in the Motion either. The Receiver has defined it elsewhere as five specific entities, ECF No. 876 at 2; ECF No. 876-2 ¶ 2, and his Forensic Accounting Report describes the “Enterprise” as one “operated by the sixteen individual defendants and their seventy-five entities.” ECF No. 792-1 at 7. The proposed order then makes the undefined caption phrase its operative decretal term, enjoining Prince and Mraz “from contacting J&J Investors.” ECF No. 1004 at 4. A person restrained from speaking with anyone “who invested in the J&J Enterprise,” or from “contacting J&J Investors,” cannot tell from the order which universe applies or who is in it. Under the Report’s definition the class would include every person who invested with any of sixteen promoters through any of seventy-five entities.

D. Less Restrictive Alternatives Exist, and the Receiver Already Has Them.

The Court has already granted the Receiver “authorization to aid in the investigation.” ECF No. 1008. The Receiver has served subpoenas on Prince, Mraz, and Judd’s counsel’s law firm. *See* Notices of Issuance of Subpoena Duces Tecum (served Aug. 31 and Sept. 1, 2026). He has a status report due November 3, 2026. ECF No. 1008. If that investigation produces evidence that any Receivership Defendant has interfered with Receivership Property, Paragraph 31 of the

¹⁰ Judge Collins, concurring in part and dissenting in part, would have vacated the order in *Dominguez* because “most of the district court’s conclusions were either unsupported or overstated,” and observed that “the sweeping breadth of the prior restraint imposed here . . . seems excessive.” 88 F.4th at 798-99. That was said of an order the majority upheld because the district court had made detailed findings of actual, coercive communications by the restrained party. There are no such findings here and no evidence from which to make them.

1 Appointment Order tells the Receiver what to do: “promptly notify the Court.” ECF No. 88 ¶ 31.
2 If the Net Winner Clients’ filings are frivolous, the Receiver has Rule 11, LR IA 11-8, and motions
3 to strike, and he has used them. Motion at 8. If Prince and Mraz are practicing law without a
4 license, the Court has already directed a report to the Las Vegas Metropolitan Police Department,
5 and the State Bar of Nevada has jurisdiction over that question. ECF No. 1008; NRS 7.285. *Gulf*
6 *Oil* itself identified the appropriate alternative to a communications ban if any restriction were
7 warranted: an order requiring that copies of communications be filed with the court. 452 U.S. at
8 104 n.20. The Motion does not consider any alternative. *Levine*, 764 F.2d at 595.

9 **E. The Restraint Would Burden Protected Litigation Activity.**

10 The communications the Receiver seeks to prohibit are, on his own description,
11 communications among defendants and their counsel about how to defend lawsuits the Receiver
12 has filed. Motion at 4, 10-12. Consultation among co-defendants, and between defendants and
13 counsel, about a common adversary’s claims is core litigation activity. “[C]ollective activity
14 undertaken to obtain meaningful access to the courts is a fundamental right within the protection
15 of the First Amendment.” *United Transp. Union v. State Bar of Mich.*, 401 U.S. 576, 585 (1971);
16 *see NAACP v. Button*, 371 U.S. 415, 429-30 (1963); *In re Primus*, 436 U.S. 412, 426 (1978). The
17 Receiver litigates this action and ten clawback actions through a single coordinated team of three
18 law firms. Motion at 1. He asks the Court to forbid the people he is suing from talking to one
19 another. *Gulf Oil* reserved the constitutional question but “observe[d] that the order involved
20 serious restraints on expression.” 452 U.S. at 104. The Court need not reach the constitutional
21 question here either, because the Motion fails under *Gulf Oil* and Rule 65. But the constitutional
22 dimension is a further reason to insist on the clear record and specific findings that are absent.
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III. THE MOTION’S INSINUATIONS ABOUT JUDD’S COUNSEL ARE NOT A BASIS FOR RELIEF AGAINST JUDD, AND THE COURT SHOULD MAKE NO FINDINGS ABOUT WHOSE “VICTIMS” ANYONE IS

Much of the Motion is directed not at Judd but at his lawyer. It accuses counsel of a “Flagrant Violation of the Appointment Order and Rules of Professional Conduct,” of “playing with fire,” and of “arguably ghost-writing.” Motion at 20. It announces that the Receiver “anticipates serving subpoenas” on counsel’s firm. Motion at 6. And the Receiver’s proposed order would have the Court describe counsel’s other clients as “victims of Jeffrey Judd” and direct a status report “as to any coordination between Aaron Prince/Denise Mraz and counsel for Receivership Defendants, including Kevin Anderson, Esq.” ECF No. 1004 at 3-4.

Judd does not here litigate the Receiver’s insinuations about his counsel, for three reasons. First, the Motion requests no relief on them. It requests an injunction against communications by all Receivership Defendants. Motion at 5, 23-24. Accusations against counsel that are attached to no request for relief are not a basis for relief against the client. Second, the accusations rest on the same source the Receiver concedes is unreliable, and on a citation to an exhibit that does not contain the quoted words. Motion at 20 & n.16; ECF No. 1007 at 5. Third, the Court has set a separate inquiry for September 25, 2026 regarding the representation of the Judd family defendants in *Winkler v. Mar* and *Winkler v. Riske*. ECF No. 1008. That inquiry is not the subject of the Motion. No motion has been filed in either of those actions. Judd reserves all rights with respect to that inquiry, including the right to be heard through appropriate counsel and to object to any procedure that would require the disclosure of privileged communications.

What Judd does ask is that the Court decline to make findings about counsel, about coordination, or about the “net winner” status or victimhood of anyone in an order resolving this Motion. Those are contested ultimate facts in this action and in the clawback actions. No Judd family defendant has answered in either clawback action; their motions to dismiss are pending. A

1 finding in this case that counsel's other clients are "victims of Jeffrey Judd," ECF No. 1004 at 3,
2 would be a finding on the merits of claims against a defendant whose liability has never been
3 adjudicated, entered in a proceeding to which those clients are not parties. "It is elementary that
4 one is not bound by a judgment *in personam* resulting from litigation in which he is not designated
5 as a party or to which he has not been made a party by service of process." *Zenith Radio Corp. v.*
6 *Hazeltine Research, Inc.*, 395 U.S. 100, 110 (1969). Judd's competing proposed order, ECF
7 No. 1010, addresses this. Any order should say what the Court decided on September 4 and nothing
8 more.

9 The Motion's premise is a label that no one in this case has ever applied to Judd. The
10 Receiver tells the Court that the "Net Winners are the victims of a fraud in which Judd is an alleged
11 co-conspirator" and that "[a]ccordingly, they hold claims against Judd." Motion at 3. The
12 Commission has never said so. The words "conspiracy," "conspirator," and "co-conspirator"
13 appear nowhere in the Complaint, ECF No. 1, the Amended Complaint, ECF No. 118, or the
14 Commission's memorandum supporting its ex parte application for a temporary restraining order,
15 ECF No. 2-1. No conspiracy count is pleaded. Neither is aiding and abetting or control-person
16 liability, against Judd or anyone else. The Amended Complaint pleads Judd's state of mind only
17 in the alternative, that he "knew or was reckless in not knowing," and supports it with what he
18 allegedly would have found had he looked. ECF No. 118 ¶¶ 66-67. Actual knowledge of the
19 fabrication is pleaded against Beasley alone, on Beasley's own confession that as "Judd found
20 more investors, 'I made up more attorney's deals and just kept growing it.'" *Id.* ¶ 65.

21 The Receiver has testified under oath that he has no evidence for the "co-conspirator" label.
22 Asked whether Judd knew the investment was a Ponzi scheme, he answered: "It is not my job to
23 determine who is guilty or innocent. He has proclaimed that he has not known or that he did not
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1 know. And I have no inside knowledge as to anything that would say otherwise.” Mr. Winkler was
2 then asked directly:

3 Q. But you’re not prepared to say that Mr. Judd or anyone else was a participant
4 in that Ponzi scheme?

5 A. First of all, that’s not my decision to make as to whether or not he’s guilty or
6 not guilty of being involved in the Ponzi scheme. I have not seen any evidence
7 that tells me that he was knowledgeable in the fact that this was a fraud.

8 Q. So as you sit here today, you have no evidence that Mr. Judd was
9 knowledgeable that Mr. Beasley was running a Ponzi scheme?

10 A. Correct.

11 He volunteered even more: “It is possible that he is an innocent party and he thought that
12 the money was really being invested. He had no access to the IOLTA account.” *Winkler v. Wells*
13 *Fargo Bank, N.A.*, No. 2:23-cv-00703-GMN-NJK, ECF No. 140-1 (D. Nev. June 2, 2025)
14 (Excerpts from Winkler Dep. Oct. 9, 2024). The testimony was given on October 9, 2024. The
15 Receiver’s own counsel placed these pages in the public record on June 2, 2025, in support of the
16 Receiver’s opposition to summary judgment. His signed errata sheet, served November 13, 2024,
17 *id.* ECF No. 120-3, did not revise them.

18 The Court should be particularly cautious about the phrase “victims of Jeffrey Judd,”
19 because the Receiver has already told a court of this District, on a full discovery record and in a
20 signed brief, that the evidence does not support it. Opposing Wells Fargo’s *in pari delicto* defense,
21 the Receiver represented that Wells Fargo “does not cite any evidence showing that Judd was
22 intentionally running the J&J Entities to perpetrate a fraud;” that “[t]he Receiver confirmed that
23 he does not know what Judd subjectively believed or intended when the J&J Entities’ funds were
24 being sent to Beasley’s attorney trust account;” that “the improper activity occurred almost
25 exclusively within Beasley’s trust account, and it is unknown whether Judd knew what was
happening in that account;” and that “Judd’s and the J&J Entities’ intent at the time remains an
issue of fact on which Wells Fargo presents no evidence.” *Winkler v. Wells Fargo Bank, N.A.*,

No. 2:23-cv-00703-GMN-NJK, ECF No. 140 at 29 of 49 and 30 of 49 (D. Nev. June 2, 2025) (citing Winkler Tr. at 46:5-25, 139:16-142:23, 140:2-20, 267:3-269:25).¹¹ He represented that “[t]he Purchase Agreements were fabricated by Beasley,” *id.* at 2-3; that the J&J Entities “had their assets stripped away as a result of Beasley’s Ponzi scheme,” *id.* at 1; and, in his complaint, that “Beasley misled the Receivership Entities from the outset,” *id.*, ECF No. 1 ¶ 3, and that Judd was Beasley’s “first ‘investor.’” *Id.*, ECF No. 1 ¶ 27. On that record the Receiver obtained a \$50 million settlement, which he has asked this Court to approve, and which this Court preliminarily approved. ECF Nos. 887, 891, 960.

A party who has persuaded one court that the record does not establish a fact may not ask another court to find it. *New Hampshire v. Maine*, 532 U.S. 742, 750-51 (2001); *Rissetto v. Plumbers & Steamfitters Local 343*, 94 F.3d 597, 604-05 (9th Cir. 1996) (favorable settlement obtained on the prior position satisfies the judicial-acceptance requirement). The Receiver’s shifting descriptions of the “enterprise” make the same point in a different way. In the clawback complaints the “J&J Enterprise” is five entities “controlled by” Judd. ECF No. 876-2 ¶ 2. In the Forensic Accounting Report it is “an ostensible partnership between Matt Beasley . . . and fourteen salespeople under the umbrella of Jeff Judd,” operated by “sixteen individual defendants and their seventy-five entities.” ECF No. 792-1 at 7. In the Wells Fargo action the entities are Beasley’s victims. Here, the Receiver asserts the investors are Judd’s. These are litigation positions, adopted as the Receiver’s needs require, and none has been adjudicated. The Court should adopt none of them in an order on this Motion. For the same reason it should give no weight to the Motion’s premise that Judd’s interests are “fundamentally opposed” to those of the clawback defendants,

¹¹ The Receiver’s counsel’s own description of the Receiver’s deposition testimony are cited in his Response to Defendant Wells Fargo Bank, N.A.’s Motion for Summary Judgment in *Winkler v. Wells Fargo Bank, N.A.*, No. 2:23-cv-00703-GMN-NJK, ECF No. 140 (D. Nev. June 2, 2025), of which the Court may take judicial notice.

1 Motion at 3, which rests on the same unproven characterization and is the foundation for
 2 everything the Motion says about coordination and conflict.

3 **IV. THE MOTION’S EVIDENCE WAS WITHHELD FROM JUDD, AND NO**
 4 **FURTHER RELIEF SHOULD REST ON EVIDENCE THE RESPONDENT**
 5 **CANNOT SEE**

6 The Motion is a request for injunctive relief against a party. Injunctive relief against a party
 7 requires notice and an opportunity to be heard. Fed. R. Civ. P. 65(a)(1). Summary proceedings in
 8 a receivership are permissible only when the affected person has notice, an opportunity to present
 9 evidence, and an opportunity to cross-examine. *SEC v. Wencke*, 783 F.2d 829, 837-38 (9th Cir.
 10 1986). Judd had none of those things on September 4. The declarations on which the Motion rests
 11 were kept from him by the Receiver’s counsel. ECF Nos. 995-997. When the Court took up the
 12 Motion on three days’ notice, Judd had never seen the evidence. ECF No. 998. The Receiver’s
 13 proposed order nonetheless recites that the Court acted “[h]aving reviewed the Motion and its
 14 exhibits, including the sealed declarations.” ECF No. 1004 at 2.

15 The redacted versions served September 7 do not cure the problem.¹² Exhibits 5 through 9
 16 remain withheld. ECF No. 1007 at 2. The paragraphs of the Ewing Declaration cited for the
 17 “emergency” showing under LR 7-4, Motion at 22 (citing Ewing Decl. ¶¶ 21-25), are redacted in
 18 substantial part, and two of them are redacted in their entirety. ECF No. 1006 ¶¶ 22-23. The
 19 paragraph of the Receiver’s declaration that appears to state the basis for sealing is redacted in its
 20 entirety. ECF No. 1005 ¶ 27. Judd is being asked to oppose emergency relief and sealing without
 21 being permitted to read the stated reasons for either.

22 The sealing order does not justify this. Sealing under *Kamakana v. City & County of*
 23 *Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006), protects a filing from the public. It does not

24 ¹² Paragraph and exhibit references to the Winkler and Ewing Declarations are to the redacted
 25 versions served on September 7, 2026, ECF Nos. 1005 and 1006, which are the only versions Judd
 has been permitted to see.

1 authorize withholding evidence from the party against whom it is offered. The Receiver's own
2 authority says so. He quotes *Does I thru XXIII v. Advanced Textile Corp.*, 214 F.3d 1058, 1069
3 (9th Cir. 2000), for the proposition that a court should use Rule 26(c) protective orders "to preserve
4 the party's anonymity to the greatest extent possible without prejudicing the opposing party's
5 ability to litigate the case." ECF No. 1007 at 4 (Receiver's emphasis). A protective order limiting
6 disclosure to counsel of record is the tool that passage describes. The Receiver never proposed it.
7 Instead he borrowed procedures from the Classified Information Procedures Act and the Freedom
8 of Information Act while conceding that "there is no statute in the context of a Receivership like
9 this one analogous to the CIPA or FOIA provisions." ECF No. 1007 at 4.

10 The Receiver's stated reason for sealing everything was that the materials could not be
11 redacted without revealing Client A's identity. ECF No. 994. Ten days later he produced redacted
12 versions of both declarations and seven exhibits. ECF Nos. 1005, 1006. His own conduct answered
13 his own premise. What remains withheld is, by his account, five emails from Ms. Mraz to Client
14 A about JFA membership payments and case status that "do not include counsel for Receivership
15 Defendants." ECF No. 1007 at 3, 5-6.

16 Judd asks that no further relief be granted on the Motion unless and until the Receiver
17 produces the complete declarations and exhibits to Judd's counsel, subject to an attorneys' eyes
18 only protective order under Rule 26(c) if the Court finds one warranted, and Judd has an
19 opportunity to respond. If the Court is inclined to grant any restraint, Judd requests an evidentiary
20 hearing at which the declarants may be cross-examined. *Wencke*, 783 F.2d at 837-38.

21 **V. THE "EMERGENCY" DESIGNATION WAS NOT SUPPORTED**

22 LR 7-4(a) requires that an emergency motion "be accompanied by a declaration setting
23 forth the nature of the emergency." The Motion outsources that showing to paragraphs 21 through
24 25 of the Ewing Declaration. Motion at 22. Those paragraphs were sealed from Judd when the
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Motion was filed, and the two paragraphs that appear to state the emergency remain redacted in their entirety. ECF No. 1006 ¶¶ 22-23. On the record available to Judd, the Motion offers one sentence: “the risk of further damage to the Receivership Estate or the Net Winner Clients themselves from any retaliatory conduct by Prince or Judd is palpable.” Motion at 22. No fact is offered to support the reference to Judd. The conduct the Motion describes began in May 2026. Motion at 7 (May 6 filings); *id.* at 4 n.5 (June 10 email). The Receiver met with Client A on August 17, 2026. Motion at 11. He filed eleven days later, at 10:00 p.m. on a Friday, and asked that responses be due in five days. Motion at 24. The emergency designation was not warranted as to the relief sought against the Receivership Defendants, and the Court should not shorten Judd’s time or curtail his opportunity to be heard on that relief.

VI. TO THE EXTENT THE RECEIVER SEEKS RELIEF DIRECTED AT JUDD, THE GOVERNMENT’S STAY IS IMPLICATED

Discovery in this action, “including written discovery, depositions, and motion practice regarding discovery,” is stayed as to the parties on the motion of the United States Attorney’s Office. ECF No. 800 at 1. That order preserves the Receiver’s authority to issue subpoenas “to anyone other than the named defendants,” but precludes the Receiver from “propounding further written discovery and/or taking the depositions of the named defendants.” *Id.* at 2. Judd is a named defendant. To the extent the Receiver’s “investigation as to any coordination” with Judd, ECF No. 1004 at 4, is directed at Judd himself, it is discovery of a named defendant that ECF No. 800 forbids absent modification of the stay. The United States, at whose request the stay was entered, has not been heard on any modification. The Court should not grant relief that narrows the stay’s protections without notice to the government and an opportunity for it to respond.

CONCLUSION

The Court granted the Receiver authority to investigate. He has it, and he is using it. What the Receiver has not shown, and by his own concessions cannot show on this record, is any basis

1 to bar a party from speaking with his own family, his co-defendants, and more than a thousand
2 other people unless the Receiver approves. The remaining relief requested in the Motion should
3 be denied. The Court should decline to enter the findings proposed in ECF No. 1004 concerning
4 Paragraph 29, actual notice, “victims,” coordination, or Judd’s counsel, and should enter an order
5 limited to the relief granted on September 4, 2026, as reflected in ECF No. 1010. In the alternative,
6 the Court should defer any further ruling until the Receiver’s complete declarations and exhibits
7 have been produced to Judd’s counsel and Judd has had an opportunity to respond and to cross-
8 examine the declarants.

9 DATED this 15th day of September, 2026.

10 /s/ Kevin N. Anderson

11 KEVIN N. ANDERSON, ESQ.

12 Nevada State Bar No. 4512

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14 *Attorneys for Jeffrey J. Judd*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of September, 2026, I caused a true and correct copy of the foregoing to be filed electronically via the Court's CM/ECF system. Notice of filing will be served on all parties by operation of the Court's CM/ECF system, and parties may access this filing through the Court's CM/ECF system.

/s/ Kevin N. Anderson
An employee of Fabian VanCott