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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

MATTHEW WADE BEASLEY et al.

Defendants;

THE JUDD IRREVOCABLE TRUST et al.

Relief Defendants.

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

**RECEIVER'S *EMERGENCY* MOTION
FOR AN 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**

[ORAL ARGUMENT REQUESTED]

Geoff Winkler (the “*Receiver*”), the Court-appointed receiver for Defendants J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; and J and J Purchasing LLC, as well as the Wells Fargo Interest on Lawyers’ Trust Account ending in 5598 in the name of defendant Beasley Law Group PC, and Relief Defendants the Judd Irrevocable Trust; PAJ Consulting Inc.; BJ Holdings LLC; Stirling Consulting LLC; CJ

Investments, LLC; JL2 Investments, LLC; Rocking Horse Properties, LLC; Triple Threat Basketball, LLC; ACAC LLC; Monty Crew LLC, and the assets of Defendants and Relief Defendants Matthew Wade Beasley, Jeffrey J. Judd, Christopher R. Humphries, 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, Warren Rosegreen, and Anthony Michael Alberto, Jr. (collectively, the “**Receivership Defendants**”),¹ submits this *Emergency* Motion for An Order In Aid Of Receivership Enjoining (I) Contact With Investors Soliciting The Unlicensed Practice Of Law And (II) Related Inappropriate Contact Between Receivership Defendants And J&J Investors (the “**Motion**”).

This Motion is based on the following memorandum of points and authorities, the attached exhibits, all papers on file, and any argument the Court may consider.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Receiver has recently received troubling reports that a nonparty named Aaron Prince, along with his associate, Denise Mraz,² have been soliciting “net winner” defendants to provide the defendants legal advice and other legal services in connection with the clawback lawsuits the Receiver has filed against such individuals (the “**Clawback Actions**”). It appears that Prince has successfully recruited at least 12 defendants from the Clawback Actions (his “**Net Winner Clients**”), plus Receivership Defendant Warren Rosegreen, to join the supposed “Justice and Freedom Association” (“**JFA**”), which he refers to as a “private membership association.” Through JFA, Prince—who describes himself as a “private attorney general”—and Mraz, who appears to serve as his “paralegal,” provide legal advice, strategy, document preparation, court updates, support, and other supposed services to the Net Winner Clients.

¹ On July 29, 2022, this Court entered an order expanding the original receivership order to apply to additional defendants (*see* ECF No. 207).

² Based on a review of photographs found on social media accounts, and other information the Receiver has obtained, the Receiver believes Mr. Prince has likely accompanied Clawback Action defendants and others to recent status conferences and other hearings held by the Court, at which the Clawback Action defendants and/or others sought to lodge various objections with the Court.

Mr. Prince is *not licensed to practice law* in Nevada, however – or anywhere, as far as the Receiver knows. Nor is Ms. Mraz, or anyone else apparently associated with JFA. Prince and Mraz are nevertheless *charging their ostensible clients* a tiered fee for various “phases” of Prince’s litigation strategy. They have also extracted a commitment from their Net Winner Clients to pay a success “tribute” of 2% of any funds (*i.e.*, Receivership Assets) the Receiver fails to recover from the Net Winner Clients based on their use of Prince’s supposed strategies.

Prince induced his Net Winner Clients by both carrot and stick. First, he would tell Net Winner Clients that, without JFA’s assistance, the Receiver will do things like take their houses or their savings, without any basis for making such representations. He would then contrast that ‘stick’ with the ‘carrot’: promises of a vague \$100 million “counterclaim” his Net Winner Clients will one day assert against various individuals and organizations, including apparently everyone from the Receiver, to Wells Fargo, to the SEC, to Greenberg Traurig.³ It is not clear whether he has advised the Net Winner Clients that this Court’s Stay of Litigation would preclude them from submitting such a counterclaim without first obtaining leave of the Court.

Perhaps most concerningly, Prince is coordinating, or at least claiming to have coordinated, with attorney Kevin Anderson. It appears that coordination has resulted in the Net Winner Clients advancing arguments endorsed by the Receivership Defendants, even though these arguments provide no or little value to Prince’s Net Winner Clients. As the Court knows, Anderson has long represented Receivership Defendant Jeffrey Judd in this Receivership Action. Mr. Judd’s interests are fundamentally opposed to those of the Net Winner Clients. The Net Winners are *the victims* of a fraud in which Judd *is an alleged co-conspirator*. Accordingly, they hold claims *against Judd*.⁴

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³ It is not clear what the legal basis for such a counterclaim would be, although an individual believed to be Prince yelled something at the Receiver and the undersigned in the hallway outside the Courtroom about a “\$100 million anti-trust lawsuit.” See Declaration of Geoff Winkler in Support of the Motion, filed separately under seal (the “*Winkler Decl.*”), at ¶ 30. Neither the Receiver nor the undersigned could make out the rest of the threat.

⁴ Despite these incongruous interests, Anderson represents numerous Net Winners, including, but not limited to, Judd’s children. See, e.g., *Winkler v. Mar et al.*, No. 2:26-cv-00996-CDS-NJK, ECF No. 57.

Yet JFA emails reviewed by the Receiver indicate Prince is exchanging defense strategy with Anderson, who in turn appears to be acting on behalf of a broader (but undefined) “Common Interest Privilege Group” (referred to here as the “**Defense Group**”).⁵ Any such coordination by Judd or other Receivership Defendants with Prince is almost certainly undertaken in bad faith in light of their adverse litigation positions to the Net Winner Clients, and possibly unlawfully given issues of (i) revictimization and (ii) assisting in the unlicensed provision of legal services. Further, Prince’s coordination with Anderson calls into question whether Prince is even acting in his Net Winner Clients’ best interests. The filings the Net Winner Clients are supposedly submitting *pro se* are increasingly untethered from the Clawback Actions to which they are defendants, or the actual claims asserted against them, and instead focus on issues in *this* action that affect the Receivership Defendants *to this action*.

The Receiver believes Prince and the Defense Group’s activities represent their joint effort to interfere with the Receivership. As explained below, if their conduct does not violate the specific letter of the Appointment Order’s anti-interference provisions or stay of litigation, it certainly violates their spirit. It is frankly not clear what benefit Judd or his counsel perceive in aiding Prince in his mission to provide unlawful (and apparently incompetent) legal advice to the Net Winner Clients. What it has certainly achieved, however, is (a) an incredible amount of busy work for the Receiver, his counsel, and the Court; (b) resulting litigation fees, costs, and distraction for the Receivership Estate; and (c) an unfounded and potentially damaging attack on the integrity of the Receiver, this Court, and these proceedings. And perhaps that is the goal.

Regardless, the degree of control nonparty and non-attorney Prince has exercised over the proceedings in the Clawback Actions should not continue, and the Receivership Defendants

⁵ In an email update dated June 10, in a section called “Kudos for JFA,” Ms. Mraz wrote that the “Common Interest Privilege Group” is “[l]ed by Kevin Anderson” and will “assist all our clients in subsequent counter claims and we can move forward with more force.” See Winkler Decl. at ¶ 35; Winkler Decl., Ex. 4 at 6 (emphasis added). She also says that “JFS [sic] was invited” by Anderson and will cooperate with Anderson. *Id.* (emphasis added). She claims that “[t]hese attorneys are using our arguments, proving our leadership.” *Id.* Finally, she states, *incorrectly*, that “our work and their work” is “secure[d]” as “attorney client privilege work product.” *Id.*; see also *Sec. & Exch. Comm’n v. Howard*, No. 3:17-CV-420-L, 2018 WL 949255, at *6 (N.D. Tex. Feb. 20, 2018) (denying motion to seal (in footnote 5) and rejecting common interest assertion by similarly situated receivership defendants).

1 should not be allowed to goad him on; he has *no legitimate interest* in these proceedings,
2 whatever his motivation. Further, his activities threaten this Court's record and that record's
3 reliability, likely by design.⁶

4 **II. RELIEF SOUGHT**

5 The Receiver seeks the Court's intervention. The Receiver respectfully requests that the
6 Court issue an Order in Aid of Receivership that amends its Appointment Order to preclude (1)
7 Prince, Mraz, and those acting in concert with them, as well as (2) the Receivership Defendants,
8 and those acting in concert with them, from communicating regarding the J&J Enterprise or this
9 Receivership with any persons who invested in the J&J Enterprise without either (a) further order
10 of the Court or (b) the Receiver's written authorization.

11 In the alternative, the Receiver requests further instructions on how to approach the
12 situation with Prince, specifically his provision of what appears to be unlicensed legal services
13 to defendants in the Clawback Actions and Warren Rosegreen, his coordinated effort to
14 undermine the Receiver's prosecution of the Clawback Actions, and his claimed coordination
15 with Receivership Defendants. The litigation and opportunity costs of responding to the
16 frivolous motions Prince has directed the Net Winner Clients to submit is staggering: the Estate
17 has incurred more than \$105,000 in legal fees and costs (including the costs of mailing paper
18 copies of every motion to strike and response to all of Prince's clients, who have mostly refused
19 to use the electronic filing system); the Estate has also had to divert hundreds of hours of time
20 that could have been spent on asset recovery efforts to instead respond to facially frivolous
21 motions that have impeded the progress of the Clawback Actions. *See* Declaration of Kyle
22 Ewing, filed separately under seal (the "*Ewing Decl.*"), at ¶¶ 16–20. These distractions harm
23 the Estate.

24 ///

26
27 ⁶ Prince, Mraz, and JFA have presided over a deluge of procedurally improper filings
28 that has so cluttered the docket with false statements of fact; incorrect captions; incorrect ECF
references; incorrect party names; incorrect case citations; baseless accusations; misstatements
of the law; and misdated docket submissions that they have put at risk the integrity of the Court's
record.

The Receiver anticipates serving subpoenas to Prince, Mraz, and Fabian VanCott (Anderson's law firm) to further investigate the extent of the coordination between Prince and the Receivership Defendants to this action, and its ostensible purpose.

III. RELEVANT BACKGROUND

The SEC initiated this action on April 12, 2022, by filing a complaint and motion for temporary restraining order seeking, among other things, the freezing of defendants' assets and the appointment of a receiver over the Receivership Entities. *See* ECF No. 1. The Court granted the temporary restraining order, in part, by allowing the asset freeze to proceed but set the motion for a hearing in order to provide defendants an opportunity to be heard on the temporary receivership request. *See* ECF No. 3. On April 21, 2022, a hearing was held, and the Court found grounds to enter a preliminary injunction, asset freeze, and other equitable relief. *See* ECF No. 56. Thereafter, on May 3, 2022, the SEC filed a motion to appoint receiver and requested related relief. *See* ECF No. 67.

On June 3, 2022, an Order was entered appointing Geoff Winkler as Receiver (the "**Appointment Order**"). *See* ECF No. 88. The Appointment Order authorized and directed the Receiver to, among other things, marshal the Receivership Entities' available assets, perform an accounting of the Entities' business and financial affairs, and initiate proceedings to claw back fraudulently transferred Estate Assets. *See id.*

A. The Receiver Completes Forensic Accounting and Files Clawback Actions.

The Receiver promptly got to work tracking J&J Enterprise funds. These conclusions and the work supporting them are detailed in the Report of Receiver Geoff Winkler Regarding Forensic Accounting, dated March 31, 2025. *See* ECF No. 792-1. Through his detailed analysis and accounting, the Receiver confirmed that, as in many Ponzi schemes, certain J&J Enterprise investors were paid more than the aggregate amount they invested ("**Net Winners**"), while others lost money on their investments ("**Net Losers**").

Consistent with typical practice in Ponzi scheme receiverships, the Receiver sought and, on March 26, 2026, obtained (i) relief from the Court's Stay of Litigation and (ii) authorization to initiate the Clawback Actions. *See* ECF No. 882. Accordingly, on March 31, 2026, the

Receiver filed ten lawsuits against approximately 150 Net Winner Defendants, referred to in this Motion as the Clawback Actions.⁷

B. The Net Winner Clients Begin Filing “Pro Se” Documents.

On May 6, 2026, the Clerk of Court served the Receiver with four counter-filed motions to dismiss, submitted in two of the Clawback Actions by, ostensibly, Clawback Defendants Gabriella Sheets, Robert Seik, and Cesar Maurtua. *Compare* ECF No. 15 (2:26-cv-00995-CDS-NJK) *with* ECF Nos. 12, 13, and 17 (2:26-cv-01000-CDS-NJK).⁸ The documents were submitted on a supposedly “*pro se*” basis. *See id.* The motions appear to be generated by AI, ignore the Local Rules, and fail to meaningfully apply the specific facts of the Clawback Actions to the legal principles they recite. However, they also present what the Receiver can credit as “colorable,” if meretricious, arguments similar in fact to some of the less persuasive arguments advanced by certain Clawback Action defendants *with* licensed counsel. Accordingly, the Receiver noted some of the irregularities in the motions but generally responded to them fulsomely, on the merits, and without seeking any relief related to the Rules violations or otherwise.⁹

Unfortunately, the motions to dismiss, which at least appeared geared toward advancing actual defenses on behalf of the Net Winner Clients, were just the beginning. In the past few

⁷ The Clawback Actions are captioned as follows: 2:26-cv-00990 (Winkler v. Tate, *et al.*); 2:26-cv-00992 (Winkler v. Johnson, *et al.*); 2:26-cv-00993 (Winkler v. Kuan, *et al.*); 2:26-cv-00995 (Winkler v. Hodges, *et al.*); 2:26-cv-00996 (Winkler v. Mar, *et al.*); 2:26-cv-00997 (Winkler v. Ramirez, *et al.*, later consolidated with 2:26-cv-01001); 2:26-cv-00998 (Winkler v. Sinnock); 2:26-01000 (Winkler v. Riske, *et al.*); 2:26-cv-01001 (Winkler v. Bennett, *et al.*); 2:26-cv-01003 (Winkler v. Taitz, *et al.*).

⁸ The motions submitted by Sheets and Maurtua were both signed by the same pro se defendant (Maurtua). According to the signature pages, he signed his own motion on his own behalf but then also purported to sign the motion for another defendant, Gabriela Sheets, pursuant to an alleged power of attorney, which is not, of course, permitted. *See, e.g., Winkler v. Hodges, et al.*, No. 2:26-cv-00995-CDS-NJK, ECF No. 203 (striking document with Mr. Maurtua’s signature purporting to be on Ms. Sheets’ behalf).

⁹ Since that time, the other ten Net Winner Clients filed similar motions to dismiss, and the Receiver has responded to each of those. *Compare* ECF Nos. 10, 27 (2:26-cv-00992); ECF Nos. 15, 21, 36, 74, 200, 201 (2:26-cv-00995); ECF No. 13 (2:26-cv-00996); ECF Nos. 12, 13, 17 (2:26-cv-01000); and ECF Nos. 76, 112, 116 (2:26-cv-01001) (the Net Winner Client motions) *with* ECF Nos. 15, 39 (2:26-cv-00992); ECF Nos. 20, 30, 60, 118, 217, 218 (2:26-cv-00995); ECF No. 22 (2:26-cv-00996); ECF Nos. 20, 21, 22 (2:26-cv-01000); and ECF Nos. 103, 110, 150, 151 (2:26-cv-01001) (the Receiver’s respective Responses).

1 months, Prince has caused the Net Winner Clients to file no less than 95 documents across the
 2 Clawback Actions, resulting in 116 responses or motions to strike being submitted by the
 3 Receiver in response. Around the same time, Warren Rosegreen began filing similar, if not
 4 identical documents to the Net Winner Clients in *this action*, including a motion to dismiss
 5 “pursuant to NRS 112.230,” *see* ECF No. 913, a “Motion to Abate...,” *see* ECF No. 939;
 6 *compare with Winkler v. Riske, et al.* No. 2:26-cv-01000, ECF No. 109, a “Motion *in Limine*,”
 7 *see* ECF No. 947, and multiple motions to compel, *see* ECF Nos. 948–49, among other things.

8 As the Court is aware, the filings devolved rapidly from “colorable” to frivolous, and
 9 then from frivolous to nonsensical. Indeed, Prince’s ostensible “Clients” have filed everything
 10 from rogue “notices of liability” regarding the supposed liability of the Clerk of Court, the
 11 Receiver, and the undersigned; to premature and procedurally defective motions to compel
 12 discovery that, even if timely, appear irrelevant to the Clawback Actions; to Daubert motions
 13 when no experts have been disclosed; to motions *in limine* when no trials have been scheduled,
 14 just to name a few. The Net Winner Client filings also demonstrated a palpable shift from an
 15 initial focus on the merits of the Receiver’s Clawback Actions to increasingly asserting improper
 16 arguments regarding the merits of the SEC’s case in *this* Receivership Action.

17 The Receiver was alerted to the fact that some form of coordination was occurring among
 18 the Net Winner Clients almost immediately because they were filing nearly identical documents
 19 to each other, in separate Clawback Actions, supposedly *pro se*, and sometimes signing each
 20 other’s filings or otherwise referring to one another. **Exhibit “1”** is a demonstrative exhibit
 21 prepared by counsel which charts the repetitive motion types filed by different Net Winner
 22 Clients in different Clawback Actions at different times. *See Ex. 1*. It paints a stunning picture
 23 of a coordinated – if slapshot – attack against the Receiver, the Receivership, the SEC, and the
 24 Court. The same information is displayed chronologically on a filing-by-filing, and Clawback
 25 Action-by-Clawback Action, basis in **Exhibit “2.”**

26 **C. The Net Winner Clients Increasingly Appear to Advocate for the**
 27 **Receivership Defendants and not Themselves.**

28 In recent weeks, the Net Winner Clients have been submitting filings almost wholly

impertinent to the claims asserted against them in the Clawback Actions. Many filings seem to attack the Receivership itself *exclusively* and make arguments suggesting the Net Winner Clients may have been led to believe they *are* Receivership Defendants. For instance, Clawback Action Defendant Nicholas Rosa has purportedly filed four motions in one of the Clawback Actions, to which many Net Winner Clients subsequently filed joinders, in which he repeatedly refers to the SEC as plaintiff and makes arguments regarding the SEC's failure to adhere to the securities laws, the SEC's supposed violations of the Constitution, the Court's alleged lack of oversight over the SEC and Receiver, and other arguments regarding *this* Action. *See* ECF Nos. 198-201 (2:26-cv-00995-CDS-NJK).

As the Receiver pointed out in his Responses to one of the motions, *see* ECF No. 215 (2:26-cv-00995-CDS-NJK):

Mr. Rosa makes numerous factually nonsensical statements to support his extraordinary request for relief, including that "Plaintiff *sought the appointment* of a federal receiver," ECF No. 198 at 5, 2–4 (indicating Mr. Rosa believes the SEC is the plaintiff in this case) (emphasis added), references to "Defendant's restrained assets," *e.g., id.* at 9, 18 (indicating Mr. Rosa believes he is a Receivership Action defendant whose assets are frozen), references to *nonparties* as "defendants," and more.

Id. at 3 (footnote omitted); *see also* ECF No. 216, p. 3 (2:26-cv-00995) (similar); *see also* ECF Nos. 198, 199 (2:26-cv-00995) (Rosa's motions making such statements).

As the Court knows, the SEC is the Plaintiff in this Action *but is not a party at all* to the Clawback Actions. The Receiver is plaintiff in the Clawback Actions, the SEC is *not*, and—at least as far as the Receiver knows—this Court has never expressly restrained Rosa's assets. These arguments, which Prince presumably induced the Net Winner Clients to file, *actually* favor the Receivership Defendants and appear to be drafted for their benefit.¹⁰ Indeed, it is

¹⁰ While termination or modification of the Receivership could in theory cause delay, or simply make pursuing the claims against Clawback Action Defendants more expensive, the claims the Receiver has asserted against them would continue to exist, even if the Court were to somehow immediately dissolve the Receivership – they would just be under a different person's control. Accordingly, attacking the Receivership itself makes little sense for a Net Winner. The Receivership Defendants are of course situated differently and could benefit immensely if Rosa's various arguments that the Receivership was improper were correct (which they are not,

unclear how presenting arguments about *this* Action in the Clawback Actions would aid the Net Winner Clients in their defense of the Clawback Actions.

These arguments, as well as earlier filings other Net Winner Clients submitted, bear a striking resemblance, however, to arguments made by the only two Receivership Defendants currently litigating *actively* in this *stayed* Receivership Action: Warren Rosegreen and Jeffrey Judd. For instance, Net Winner Clients Totoro and/or Rosa, purportedly *pro se* Receivership Defendant Warren Rosegreen, and represented Receivership Defendant Judd have each put forward the following broad legal theories, typically with little or no application to the facts and never with any *meaningful* application to the facts:

- The Receiver’s Accounting Report is unreliable and/or “unvetted”; (*compare* ECF No. 879, pp. 2-4 (Judd) *with* ECF No. 891, pp. 5-6 (Judd) *with* ECF No. 903, pp. 4-5 (Judd) *with* ECF No. 905, pp. 11-16 (Rosegreen) *with* ECF No. 938, pp. 61-62 (Rosegreen) *with* ECF No. 98, pp. 8-11, 15-19 (2:26-cv-00995-CDS-NJK) (Totoro) *with* ECF No. 199, pp. 10-12 (2:26-cv-00995-CDS-NJK) (Rosa));
- The Receiver’s “net winner / net loser” tracing methodology is flawed and/or unadjudicated (*compare* ECF No. 879, pp. 4-6 (Judd) *with* ECF No. 891, pp. 5-7 (Judd) *with* ECF No. 903, pp. 4-7 (Judd) *with* ECF No. 905, pp. 4-5, 11-13, 19 (Rosegreen) *with* ECF No. 938, pp. 61-62 (Rosegreen) *with* ECF No. 98 in Case No. 2:26-cv-00995, pp. 3-4 (Totoro) *with* ECF No. 199 in Case No. 2:26-cv-00995, pp. 10-12 (Rosa));
- This Court’s asset freeze and/or appointment of Receiver lacks evidentiary support tracing assets under court supervision to wrongdoing (*compare* ECF No. 163, pp. 14-15, 18 (Judd) *with* ECF No. 905, pp. 11-15, 18-19 (Rosegreen) *with* ECF No. 938, pp. 19-22 (Rosegreen) *with* ECF No. 939, pp. 16-22 (Rosegreen) *with* ECF Nos. 198 (pp. 8-12) and 199 (pp. 11-12) in Case No. 2:26-cv-00995 (Rosa));
- Underlying transactions are not “securities” under federal law (*compare* ECF No. 163, p. 14 (Judd) *with* ECF No. 200 in Case No. 2:26-cv-00995, pp. 1-5 (Rosa));
- Alleged due process violations (*compare* ECF No. 891, pp. 7-8 (Judd) *with* ECF No. 903, pp. 5-6 (Judd) *with* ECF No. 905, pp. 12-15, 17-20 (Rosegreen) *with* ECF No. 948, p. 4 (Rosegreen) *with* ECF No. 201 (pp. 5-9) in Case No. 2:26-cv-00995 (Rosa)); and
- The Receiver has Failed to Make Sufficient Disclosures as Fiduciary (*compare* ECF No. 891, pp. 8-9 (Judd) *with* ECF No. 903, pp. 10-11 (Judd) *with* ECF No. 938, pp. 51-55 (Rosegreen) *with* ECF No. 939, pp.

including for the reasons explained in the Receiver’s Responses, *see* ECF Nos. 215-218 (2:26-cv-00995-CDS-NJK)).

1-6, 9-11 (Rosegreen) *with* ECF No. 948, pp. 1-2 (Rosegreen) *with* ECF No. 949, pp. 1-2 (Rosegreen) *with* ECF Nos. 95 (pp. 1-3), 96 (p. 2), 198 (pp. 12-17), and 199 (pp. 13-16) in Case No. 2:26-cv-00995 (Totoro and Rosa)).

This list is not exhaustive and cites to *only a sliver* of the *dozens* of Net Winner Client filings in the Clawback Actions that make one or more of these arguments.

D. A Net Winner Client Approaches the Receiver Regarding Aaron Prince.

As detailed in the Winkler Declaration,¹¹ one of Prince's Net Winner Clients ("*Client A*") approached the Receiver after concluding that Prince did not have the Net Winner Clients' best interests in mind. *See* Winkler Decl. at ¶ 5. On August 17, 2026, the Receiver spoke with Client A, who was accompanied by licensed counsel and who provided information and documents related to Prince, JFA, and the "private law" consulting services he provides. *Id.* at 9–25; 35. The Receiver and his counsel began reviewing the documents and comparing them to the record of these proceedings immediately.

The Receiver learned that, at least in the case of Client A, Prince:

- provided a detailed "membership agreement" for JFA;
- extracted a purported NDA and waiver of traditional dispute resolution;
- provided a detailed fee (or "tribute") schedule;
- prepared documents for Client A to file "*pro se*" with little or no input from Client A and instructed Client A on how and when to file them;
- provided updates and advice regarding the Clawback Actions and the activities of the Receiver and the undersigned and his law firm;
- provided misleading case strategy flowcharts and vague promises related to a \$100,000,000 counterclaim (despite this Court's Stay of Ancillary Litigation, which would apply to any such

¹¹ The Receiver has filed a motion to seal the Winkler Declaration.

counterclaim);¹² and

- accepted payment for his services.

See Winkler Decl. at ¶¶ 9–25; 35. These items are explained in further detail in the Winkler Declaration, and supporting documentation provided by Client A is attached to the Declaration.

See id.

Prince’s conduct is alarming. For instance, he has apparently counseled his Net Winner Clients to file the many documents he has researched, drafted, and prepared for them “*pro se*,” even though he is effectively representing them as if he were counsel of record. Presumably he instructs them to file *pro se* because he has no law license and could not appear as counsel of record, even though in private, he is effectively representing them as if he were their attorney and even holds himself out to be a “private attorney general” or “counselor at law.” The result is that the Net Winner Clients, who appear in reality to be a well-organized (if misguided) defense group advised by Prince, have been misleading the Court, the parties, and the public with “*pro se*” designations.

As noted above, one update email sent to Client A and other Net Winner Clients by Mraz included further troubling information in a section called “Kudos for JFA”:

JFS [sic] *was invited and will cooperate with* the Common Interest Privilege Group. *Led by Kevin Anderson*, this will assist all our clients in subsequent counter claims and we can move forward with more force. *These attorneys are using our arguments*, proving our leadership. This secures all our work and their work as private, attorney client privilege work product.

Winkler Decl. at ¶ 35; Winkler Decl., Ex. 4 at 6 (emphasis added). Based on this statement, it appears Prince is actively coordinating the arguments discussed above with counsel for the Receivership Defendants. If true, he is likely being unduly influenced by them given his lack of formal legal education or experience. It is not clear whether Mraz’s statement regarding the Defense Group is accurate, or what the scope of any coordination might be. However, consistent with such coordination, the Receiver is informed – and believes – that he has observed Prince

¹² *See, e.g.*, ECF No. 210 (2:26-cv-00995).

in attendance at recent Receivership hearings. Winkler Decl. at ¶ 29. The Receiver has specifically observed this individual conversing with Anderson before and/or after the hearings. Winkler Decl. at ¶ 33. Proceedings at which the Receiver believes Prince and Mraz were present include the August 17, 2026, status conference and the July 7 and 8, 2026, hearings on the Receiver's motion to approve his prospective settlement with Wells Fargo. *See id.* at ¶ 29.

IV. LEGAL STANDARD

Federal courts presiding in equity over fiduciary estate *res* are vested with wide discretion to enter orders for the protection of the receivership estate and its goals, to preserve and conserve estate assets, to preserve the status quo, and to carry the receivership orders into effect. "The power of a district court to impose a receivership . . . derives from the inherent power of a court of equity to fashion effective relief." *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). "The primary purpose of equity receiverships is to promote orderly and efficient administration of the estate by the district court for the benefit of creditors." *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). "[T]he practice in administering an estate by a receiver . . . must accord with the historical practice in federal courts or with a local rule." F.R.C.P. 66.

As the Ninth Circuit explained:

A district court's power to supervise an equity receivership and to determine the appropriate action to be taken in the administration of the receivership is extremely broad. The district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership. The basis for this broad deference to the district court's supervisory role in equity receiverships arises out of the fact that most receiverships involve multiple parties and complex transactions.

SEC v. Capital Consultants, LLC, 397 F.3d 733, 738 (9th Cir. 2005) (citations omitted). Over 100 years ago, the Supreme Court held that interference with a receivership, whether by parties or third parties, is grounds for contempt or other punishment:

No rule is better settled than that when a court has appointed a receiver, his possession is the possession of the court, for the benefit of the parties to the suit and all concerned, and cannot be disturbed without the leave of the court; and that if any person, without leave, intentionally interferes with such possession, he necessarily commits a contempt of court, and is liable to punishment therefor.

Liberte Cap. Grp., LLC v. Capwill, 462 F.3d 543, 552 (6th Cir. 2006). Here, the Court acknowledged that policy by specifically enjoining such interference in its Appointment Order in a detailed anti-interference injunction. *See* ECF No. 88, pp. 12-13 ¶¶ 32-34.

Further, it is a “long-standing” requirement in the Ninth Circuit that a “party obtain leave from the appointing court before suing a receiver in another venue.” *Med. Dev. Int'l v. California Dep't of Corr. & Rehab.*, 585 F.3d 1211, 1216 (9th Cir. 2009) (quoting *Curry v. Castillo (In re Castillo)*, 297 F.3d 940, 945 (9th Cir.2002)). “When a court exercising jurisdiction in equity appoints a receiver of all the property of a corporation, the court assumes the administration of the estate[, and t]he possession of the receiver is the possession of the court....” *Id.* (quoting *Porter v. Sabin*, 149 U.S. 473, 479, 13 S.Ct. 1008, 37 L.Ed. 815 (1893)). It is therefore for that Court “to decide whether it will determine for itself all claims of or against the receiver, or will allow them to be litigated elsewhere.” *Id.* (quoting *Porter*).

Here, that policy is again reflected in the Court’s Appointment Order, which features an explicit Stay of Ancillary Litigation that stays all “civil legal proceedings of any nature ... involving ... the Receiver, in his capacity as Receiver” and enjoins the parties to any such proceedings from “commencing or continuing” such proceedings against the Receiver “until further Order of this Court.” ECF No. 88, p. 13 ¶¶ 32-34.

V. ARGUMENT

A. Prince’s “Representation” of the Net Winner Clients is Interference.

The Appointment Order enjoins any party with notice of the Appointment Order, which Prince certainly has based on the filings he prepared,¹³ of “directly or *indirectly* taking any action or causing any action to be taken ... which would: [i]nterfere with the Receiver’s efforts to take control, possession, or management of any Receivership Property ... for the purpose of ... taking possession of or interfering with ... any Receivership Property.” ECF No. 88, p. 12 ¶ 29 (emphasis added). The Net Winner Clients are individuals the Receiver has determined are in possession of funds that constitute Receivership Assets. By providing unlicensed legal services

¹³ *See, e.g., Winkler v. Hodges et al.*, No. 2:26-cv-00995-CDS-NJK, ECF No. 75.

1 in exchange for funds from those same individuals and Warren Rosegreen, Prince is simply
 2 seeking to unlawfully divert funds the Receiver is trying to recover for the Estate to himself.

3 This reality is highlighted by the success “tribute” contemplated in the fee schedule for
 4 Client A, in which Prince proposes keeping a percentage of any funds (*i.e.*, Receivership
 5 Property) the Receiver is unable to recover from Net Winner Clients as a result of Prince’s
 6 “advocacy.” *Cf.* Winkler Decl. at ¶¶ 18–19; Winkler Decl., Ex. 3. The value proposition Prince
 7 pitches to Net Winner Clients is, at its essence, ‘if I help you keep some of the money the
 8 Receiver is trying to claw back, then you will give me 2 percent of any such monies,’ and he
 9 presumably has some similar arrangement with Warren Rosegreen. Given Prince’s lack of
 10 licensure or experience necessary to provide lawful, competent legal advice, his illegal attempt
 11 to divert Receivership Property to himself and JFA is in contempt of this Court’s orders against
 12 interference.

13 Further, Prince’s “advocacy” on the Net Winner Clients’ behalf violates the rule that a
 14 party must obtain leave of the appointing court before it attempts to assert claims against a
 15 Receiver. *Cf. Med. Dev. Int’l*, 585 F.3d at 1216. Although the Net Winner Clients have failed
 16 to assert any claims on a procedurally proper basis, it is evident that their more recent filings
 17 have moved beyond zealous defense of the claims the Receiver asserted against them and into
 18 attacks on the Receiver and the Receivership Estate that contravene the Court’s Stay of
 19 Litigation.

20 Prince has used the Net Winner Clients’ status as parties to the Clawback Action to, in
 21 effect, assert claims against the Receiver, the SEC, and the Receiver’s counsel *outside of this*
 22 *Receivership Action* by submitting filings (a) accusing the Receiver of exceeding his authority,
 23 *see supra* Section III.C; (b) accusing the SEC of exceeding its authority, *see id.*; (c) accusing the
 24 Receiver of violating his fiduciary duties, *see id.*; (d) putting the Receiver and his counsel on
 25 notice of their purported “liability” for “abuse of process” and demanding the Receiver withdraw
 26 the Clawback Actions or face consequences, *see, e.g.*, ECF No. 112 in Case No. 2:26-cv-01000;
 27 (e) demanding that the Receiver provide information regarding his work as Receiver beyond the
 28 reporting obligations contained in the Appointment Order, *see, e.g.*, ECF No. 199 in Case No.

2:26-cv-00995; (f) seeking the Receivership’s termination, *see* ECF No. 198 in Case No. 2:26-cv-00995, and more. These actions are prohibited by the Appointment Order’s Stay of Ancillary Litigation. *Cf.* ECF No. 88, p. 13 ¶¶ 32-34.

In *In re Alpha Telcom, Inc.*, an Oregon District Court found itself adjudicating a dispute over a receiver’s allegedly improper advance of fees and costs to himself. *See In re Alpha Telcom, Inc.*, No. 01-cv-01283, 2012 WL 12903895, at *2 (D. Or. Apr. 18, 2012). During the receivership court’s review of the various motions surrounding the fee dispute, certain parties, including an Ernest Bustos, filed a separate action in Texas accusing the Receiver and his counsel of breaching their fiduciary duties, converting receivership property, exceeding the receiver’s authority, and other arguments not dissimilar to the unsupported arguments advanced by Judd, Rosegreen, Prince, and his Net Winner Clients *in the Clawback Actions*. *See id.* Even where the *Alpha Telcom* court acknowledged Bustos appeared to have a valid claim against the Receiver,¹⁴ it enjoined the separate lawsuit, finding that “[w]hat Bustos is asking the Texas court to do would directly interfere with this Court’s jurisdiction and supervision of the Receivership.” *Id.* Likewise, what Rosa, Totoro, and the other Net Winner Clients ask the court to do in the Clawback Actions through their various motions to terminate or otherwise dictate the scope and administration of this Receivership “would directly interfere with this Court’s jurisdiction and supervision of the Receivership.” *Cf. id.*

Further, the receivership court, as well as its orders, have long been protected from collateral attacks in separate proceedings, such as the Clawback Actions. *See, e.g., Grant v. A.B. Leach & Co.*, 280 U.S. 351, 359–60 (1930) (“And plainly the validity of the appointment could not have been questioned by collateral attack in another court.”) (collecting cases); *see also Drew v. Burley*, 287 F. 916, 919 (D. Or. 1920) (where a different court appointed a receiver, “[i]ts orders and decrees are consequently not open to collateral attack in this court.”); *Klein v. Cornelius*, No. 2:11-cv-01159, 2012 WL 2261114, at *2 (D. Utah June 15, 2012) (“As an initial matter, Defendants may not collaterally attack the Receiver’s appointment in this action.”)

¹⁴ *See id.* (“The Court is well aware that the former Receiver improperly took advances of fees and costs.”).

1 (citing *Grant*, 280 U.S. at 359).

2 This line of cases emphasizes that efforts to obtain relief against a receiver in his capacity
3 as such in another action – whatever they may be styled and regardless of their validity –
4 constitute efforts to assert claims against the Receiver in violation of the bar on ancillary
5 litigation against the Receiver enshrined in both the common law and, in this case, the
6 Appointment Order.

7 Even if the motions and other relief the Net Winner Clients seek do not explicitly violate
8 the Stay of Ancillary Litigation, the “counterclaim” Prince has told them they can file
9 indisputably would and cannot, therefore, be filed without this Court first modifying its own
10 order, *which it should not do*. See *McNamara v. Nat'l Merch. Ctr., Inc.*, No. 21-cv-01122, 2022
11 WL 2286759, at *2 (C.D. Cal. May 11, 2022) (“Were NMC to succeed on its counterclaims and
12 seek to collect on the assets of entities under receivership, such a collection would either divest
13 the Receiver of the authority granted by the Court to administer the assets of the receivership
14 entities, leapfrogging NMC’s claims ahead of all others, or require NMC’s claims to be balanced
15 along with the rest of the claims the Receiver seeks to resolve, leading to no material change of
16 position despite significant litigation expenditure.”)

17 Without first seeking leave of the Receivership Court to assert such claims, filing them
18 – or dangling them before unwitting potential Net Winner “Clients” as inducement – can be
19 described only as interference. Whether it is Prince’s direct effort to obtain Receivership
20 Property as a success “tribute” to JFA, or his indirectly causing the Net Winner Clients to take
21 bad faith litigation positions by which they effectively assert claims against the Receiver and
22 attack the Receivership/the Appointment Order, albeit ineffectively, Prince has interfered with
23 the Receiver’s orderly recovery efforts, damaging the Estate and multiplying the proceedings.

24 Prince is – or at least should be – a stranger to this Receivership. He has no personal
25 legal interest in the proceedings the Receiver is aware of, and he is not licensed to provide the
26 services he is providing to the Net Winner Clients—*i.e.*, legal advice. Accordingly, his efforts
27 to profit from this Receivership are simply an improper attempt to exercise control over Estate
28 Property—Property the Court has exercised jurisdiction over and placed under the Receiver’s

control. This is a violation of the Appointment Order.

B. Prince's Interference is Exacerbated by his Unlicensed Legal Practice.

The need for the Court's intervention with respect to Prince is pronounced here because of Prince knowingly violating the prohibition against the unlicensed practice of law. *See* NEV. REV. STAT. 7.285 (defining the unlawful practice of law and setting forth civil and criminal penalties available); *see also* NEV ST. S. CT. R. 77 (prohibiting the unlicensed practice of law).¹⁵

Documents obtained by the Receiver and attached to his Declaration indicate that Prince, Mraz, and JFA are well aware that their conduct constitutes the practice of law, that they are not licensed to practice law, and that their conduct therefore violates the laws of the State of Nevada. *See, e.g.,* Winkler Decl., Ex. 2 at 2; *id.*, Ex. 4 at 6–7. The danger to the public generally, and the Net Winner Clients and Mr. Rosegreen specifically, is well-established since the policy against the unlicensed practice of law is rooted in protecting the public. *See, e.g., In re Discipline of Lerner*, 197 P.3d 1067, 1071 (Nev. 2008) (citing *In re Campanella*, 207 B.R. 435, 444 (Bankr. E. D. Pa. 1997); *The Florida Bar v. Neiman*, 816 So.2d 587, 596 (Fla. 2002); *Montana Supreme Court Comm'n on Unauthorized Practice v. O'Neil*, 147 P.3d 200, 213 (Mont. 2006); *Dauphin County Bar Association v. Mazzacaro*, 351 A.2d 229, 232 (Penn. 1976); *Franklin v. Chavis*, 640 S.E.2d 873, 876 (S.C. 2007) (emphasizing “the overarching reason for requiring that only lawyers engage in the practice of law: to ensure that the public is served by those who have demonstrated training and competence and who are subject to regulation and discipline”).

Here, although Prince is not a real attorney, his interference in these proceedings also implicates ghost-writing, a particularly insidious practice, because he is acting *as* an attorney while advising his Net Winner Clients to file documents “*pro se*,” misleading the Court and the

¹⁵ “Courts are reluctant to formulate a definition of the practice of law since such a definition may ‘be more likely to invite criticism than to achieve clarity.’” 1987 Nev. Op. Att’y Gen. 73 (1987) (quoting *Shortz v. Farrel*, 193 A. 20, 21 (Penn. 1937)). “However, in reviewing cases ..., some guidelines can be discerned.” *Id.* “Generally, one who acts in a representative capacity in protecting, enforcing, or defending the legal rights and duties of another *and in counselling, advising, and assisting him in connection with these rights and duties* is engaged in the practice of law.” *Id.* (citations omitted) (emphasis added). Put simply, “if the activity requires the application of legal knowledge and technique, the activity probably constitutes the practice of law.” *Id.* (citations omitted).

other parties alike – including the Receiver. *See, e.g., Flynn v. Love*, No. 3:19-cv-00239, 2023 WL 2561158, at *4 (D. Nev. Mar. 16, 2023) (collecting cases). For one thing, “*pro se* plaintiffs may only represent themselves; they are prohibited from pursuing claims on behalf of others in a representative capacity.” *Id.* (citing *Simon v. Hartford Life, Inc.*, 546 F.3d 661, 664 (9th Cir. 2008) and *Russell v. United States*, 308 F.2d 78, 79 (9th Cir. 1962)). “Further, a *pro se* litigant does not have a right to “hybrid representation” that is, to both proceed *pro se* and to have counsel.” *Flynn*, 2023 WL 2561158, at *4 (citing *Tyler v. Borg*, 29 F.3d 634 (9th Cir. 1994); *McKaskle v. Wiggins*, 465 U.S. 168, 183 (1984); *Adams v. Carroll*, 875 F.2d 1441, 1445 (9th Cir. 1989); and *United States v. DeGeorge*, 178 Fed.Appx. 764 (9th Cir. 2006)).

Ghost-writing “is an inappropriate practice” and “occurs when an attorney drafts pleadings or court filings on behalf of a *pro se* litigant who, in turn, signs them *pro se*.” *Flynn*, 2023 WL 2561158, at *4 (citing *Smallwood v. NCsoft Corp.*, 730 F.Supp.2d 1213, 1222 (D. Haw. 2010); *Ricotta v. State*, 4 F.Supp.2d 961, 986 (S.D. Cal. 1998); and *Walker v. Pacific Maritime Assoc.*, 2008 WL 1734757 (N.D. Cal.). As the *Flynn* court recited:

“Ghost-writing” is inappropriate for several reasons. First, because the standard practice of federal courts is to interpret *pro se* filings liberally, allowing “ghost-writing” would disadvantage the opposing party

Second, “ghost-writing” is a deliberate evasion of responsibilities imposed by Rule 11, which requires attorneys to personally represent that there are grounds to support assertions made in each filing

Third, “ghost-writing” implicates the Rules of Professional Responsibility. For example, pursuant to the Nevada Rules of Professional Conduct (“NRPC”), “[i]t is professional misconduct for a lawyer to: (c) Engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.”

* * *

An attorney participating in “ghost-writing” is engaged in conduct involving misrepresentation to the Court because another individual is signing pleadings that the attorney drafted. Moreover, “having a litigant appear to be *pro se* when in truth an attorney is authoring pleadings ... is far below the level of candor which must be met by members of the bar.”

Flynn at *4 (citations and quotations omitted). Here, the situation is complicated by the facts

that (a) Prince is not a lawyer himself, he just pretends to be, and (b) the actual lawyers representing the Receivership Defendants appear to be playing with fire by *actively assisting Prince*, arguably ghost-writing themselves, or at least “straw lawyering” through Prince or otherwise egging him on.

C. Receivership Defendants’ Counsel’s Participation Appears to be a Flagrant Violation of the Appointment Order and Rules of Professional Conduct.

As discussed below, the unlicensed provision of legal services by Prince warrants this Court’s intervention in and of itself. Prince’s conduct is a reprehensible breach of trust. But the alleged participation with and apparent encouragement of Prince by *active members of the Bar* representing the Receivership Defendants is perhaps the most alarming aspect of the information the Receiver obtained.¹⁶ *Contra*. NEV. R. PROF. C. 5.5(a)(2) (“A lawyer shall not ... [a]ssist another person in the unauthorized practice of law.”)

It is not clear which of the Receivership Defendants comprise the “Common Interest Privilege Group, led by Kevin Anderson.” Winkler Decl., Ex. 6 at 6. It is safe to assume it would include Receivership Defendant Jeffrey Judd, who Anderson represents, and who has long made arguments similar to those Prince advances through the Net Winner Clients. As noted above, Defendant Rosegreen has submitted filings substantially similar to those submitted by the Net Winner Clients. Further, he has purported to submit documents on behalf of his “*pro se*” family members who appear to be Net Winner Clients. And those filings, among others from Net Winner Clients, are effectively copies of filings submitted by other Net Winner Clients. It would appear then that Rosegreen too is likely part of the Defense Group.

Other courts have found similar efforts by individual receivership defendants to

¹⁶ The Receiver acknowledges that Mraz’s statements regarding the Defense Group are not necessarily reliable given the source, and it is possible that Prince and JFA are not working with Judd, Rosegreen, any other Receivership Defendant, or any Defense Group that might exist. That said, the Receivership Defendants’ influence on Prince would explain strategic decisions by the Net Winner Clients that make little sense otherwise like attacking the Receiver, the Receivership, the SEC, and the Receivership Action. As shown above, many arguments featured in the Net Winner Clients’ recent filings echo arguments that have been advanced in recent (and less recent) filings by Judd and Anderson. *See supra* Section III.C. Further, the Receiver is informed and believes that he has observed Prince in attendance at Court hearings, conversing with Anderson before and after. *See* Winkler Decl. at ¶¶ 29–30; 33.

influence investors to be inappropriate and enjoined them. *SEC v. Howard* is instructive on this point. *See Howard*, No. 3:17-cv-00420, 2018 WL 949255, at *4–5 (N.D. Tex. Feb. 20, 2018). The receiver in *Howard* learned that defendants in that action, with the assistance of their counsel, had contacted certain investors to try to convince them to mount an attack on the receiver and the receivership. *See id.* Counsel for one defendant even made a referral to another attorney who “can create havoc for the receiver if need be ... when the time comes,” just as Prince has done here. *Id.* at *4. The receiver moved for contempt against the defendants, arguing that their efforts were an attempt to harass and interfere with the receiver, and were based on misrepresentations about the receiver made by the defendants. *See id.*¹⁷ Ultimately, the *Howard* court enjoined the receivership defendants from further contact with the investors. *See id.* at *7

Although the *Howard* court denied the Receiver’s request that the defendants be held in contempt,¹⁸ its modification of that receiver’s appointment order to prevent further such interference speaks to the impropriety of what Prince says that Judd and the Defense Group did here. It is not appropriate for the very Defendants accused of perpetuating a fraud to use their counsel to attempt to influence the alleged victims of the fraud to take litigation positions the Defendants view as favorable. It is particularly inappropriate for the Defendants to use that opportunity to advance arguments and claims that are subject to a Stay of Litigation precluding the Defendants from making the arguments themselves. And it is even worse if they did so by endorsing the unlicensed practice of law in this State’s Bar.

Accordingly, the Receivership Defendants’ efforts to use the Net Winner Clients

¹⁷ The facts of the attempted coordination by the receivership defendants in *Howard* were not disputed, but the receivership defendants argued successfully that the bar on interference with the receivership in the appointment order was not specific enough to sustain a contempt finding based on their communication with the investors, claiming the original appointment order did not plainly prohibit them from contacting investors. *See id.*

¹⁸ For the avoidance of doubt, the Receiver does not seek a contempt finding against Prince, the Receivership Defendants, or any other party at this time. The Receiver’s goal in filing this Motion is to mitigate both the ongoing irreparable harm and legal damage to the Estate. As noted above, once the misconduct is enjoined, the Receiver will continue to investigate the injury to the Estate. The Receiver reserves his right to seek further relief, including a contempt finding, if he discovers evidence that such relief is available and appropriate and justified by the damage to the Estate.

effectively as straw litigants to advance their own interests and assert claims against the Receiver violates two aspects of the Appointment Order: the injunction against ancillary litigation and the injunction against interference. Both of these provisions are derived from US Supreme Court authority that has been good law for over a century, confirming a federal receivership court's broad authority to exercise control over the administration of receiverships it creates.

D. Emergency Relief Is Appropriate.

The Receiver respectfully proposes that the Court should shorten the time for any Response to this Motion and set a hearing on the Motion at the Court's earliest convenience. The Receiver filed this Motion on the docket and served it via CM/ECF, so it will be served on the Receivership Defendants at the same time it is filed.¹⁹ The reasons for emergency relief are set forth in detail in the Declaration of the undersigned, submitted herewith, as are the reasons the Declaration should remain under seal and that conferral efforts would be futile and/or impracticable under the circumstances. *See* Ewing Decl. at ¶¶ 21–25; *see also* LR 7-4.

In short, 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, and the sooner the Court can provide the relief requested here, the sooner the damage will stop. Prince's provision of unlicensed legal advice, coupled with potentially collusive, bad faith coordination with one or more Receivership Defendants, warrants relief on the shortest timeframe practicable – for the protection of both the Net Winner Clients, who are the unwitting (presumably) victims of Prince's predatory solicitation, and the Receivership Estate, which has already incurred more than \$100,000 in unnecessary fees as a result of Prince's frivolous "advocacy," which has failed to meaningfully advance his Net Winner Clients' interests.

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¹⁹ The Receiver will serve this Motion on Mr. Prince by emailing a copy of the Motion to the email address Mr. Prince has caused to be associated with the Net Winner Clients in the Clawback Actions (and from which he appears to communicate with those same "Clients") and mail a copy to the physical address he has similarly caused to be associated with the Net Winner Clients. The Receiver will not serve the Declarations he is submitting under seal for the reasons set forth in the Sealing Motion submitted concurrently with the Declarations. However, the Receiver will endeavor to immediately serve any order shortening time or setting a hearing on this Motion on Prince immediately by the same email and physical address.

VI. CONCLUSION

The Receiver has grave concerns that this Receivership is afflicted by an inappropriate effort to use the unlicensed practice of law to interfere with and harm the Receivership Estate. Indeed, the Clawback Actions appear to be beset by both (a) unscrupulous third parties seeking to capitalize off the Receivership through the unlicensed practice of law by and (b) encouragement of such efforts by the Receivership Defendants and their counsel who appear to have seen Prince as an opportunity to inappropriately influence the Net Winner Clients as a roundabout method for interfering with the Receiver and his asset recovery efforts.

As a legal matter, the Receiver is troubled by what appears to be the unapologetic provision of legal services to the Net Winner Clients by Mr. Prince, a nonlawyer. As a practical matter, the Receiver is concerned that the Net Winner Clients are effectively violating both the stay of litigation against the Receiver and the anti-interference injunction in the Appointment Order by following Prince's advice. And the Estate has been damaged as a result.

Relatedly, Mr. Prince appears to be actively working to interfere with the Receiver's possession of Receivership Assets, in violation of such injunction, by charging his Net Winner Clients a percentage of any funds he assists them in preventing the Receiver from recovering (*i.e.*, funds that the Receiver has argued belong to the Estate).

Further, Prince alleges that at least one Receivership Defendant and his counsel are taking advantage of these already unfortunate circumstances to actively interfere with the Receivership and its administration in contravention of the spirit, if not the letter, of the Court's Appointment Order and its injunction against such interference. Indeed, if what Mraz said about the Common Interest Privilege Group is true, Judd and whoever else comprises the Group are effectively using the Net Winner Clients as straw parties through whom the Receivership Defendants can attack and litigate against the Receiver and the Receivership through ancillary litigation they are not parties to. This cannot stand.

For the foregoing reasons, the Receiver respectfully requests this Court modify the Appointment Order to enjoin (a) Aaron Prince and Denise Mraz from soliciting, contacting, or otherwise communicating with any investors in the J&J Enterprise and (b) the Receivership

1 Defendants from communicating with any investors without further order of the Court or the
2 Receiver's explicit written authorization.

3 Finally, the Receiver respectfully requests that the Court order Prince and the
4 Receivership Defendants to file their Responses to this Motion, if any, within 5 days and set this
5 matter for immediate hearing thereafter.

6 DATED this 28th day of August, 2026.

7 **GREENBERG TRAURIG, LLP**

8 By: /s/ Kyle A. Ewing

9 KARA B. HENDRICKS, Bar No. 07743
10 KYLE A. EWING, Bar No. 014051

11 JARROD L. RICKARD, Bar No. 10203
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16 MATTHEW D. PHAM*
17 *admitted pro hac vice
18 **ALLEN MATKINS LECK GAMBLE**
19 **MALLORY & NATSIS LLP**

20 *Attorneys for Receiver Geoff Winkler*
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GREENBERG TRAURIG, LLP

CERTIFICATE OF SERVICE

I hereby certify that, on the **28th day of August, 2026**, a true and correct copy of the foregoing document was 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 and by serving via email by United States first class mail, postage pre-paid on the parties listed below.²⁰

/s/ Evelyn Escobar-Gaddi

An employee of GREENBERG TRAURIG, LLP

²⁰ Counsel for Receiver is in the process of serving certain parties that do not receive CM/ECF notifications by U.S. Mail and/or email and anticipates filing a Supplemental Certificate of Service reflecting service to such parties as soon as practicable upon completion of such service.

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION
1	Summary of Filings Listing
2	Individual Filings Listing

GREENBERG TRAURIG, LLP

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