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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.

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

**REPLY IN SUPPORT OF
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**

Geoff Winkler (the “*Receiver*”), as Court-appointed receiver, submits this Reply to Jeffrey Judd’s Response (ECF No. 1013) to the Receiver’s 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 (ECF No. 993) (the “*Emergency Motion*”). This Reply 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

Defendant Jeffrey Judd's Response downplays and makes light of concerns voiced by the Receiver in the Emergency Motion, specifically concerns that Judd's counsel Kevin Anderson and his law firm, Fabian Vancott ("*Fabian Vancott*"), have been coordinating with two nonlawyers, Aaron Prince and Denise Mraz (together with Prince, the "*Non-Parties*"). The Receiver also voiced his concern that the Non-Parties are – in turn – providing unlawful, unlicensed legal services to defendants they are then advising to misrepresent themselves as "*pro se*" in the Receiver's Clawback Actions.

Judd's Response decries the concerns as speculative and unsupported. The Response and its tenor, however, are divorced entirely from the evidentiary record produced by Fabian Vancott after the Response was filed. Just 3 days later, Fabian Vancott produced a trove of evidence of Anderson's coordination with – and influence over – the Non-Parties, including text messages and emails between Mraz and Anderson. The picture they paint is sobering, and it turns out the Receiver's concerns were – if anything – understated. Since at least May, when Fabian Vancott's document production begins, Anderson has not just been coordinating with Prince and Mraz, he has been influencing and manipulating them, redlining documents, providing strategy and arguments, and providing inaccurate factual and legal information. This evidence reflects sustained, coordinated communications among Anderson and Mraz concerning litigation strategy, investor outreach, efforts to keep that coordination obscured, and deliberate efforts to undermine the Receiver's administration of the Receivership Estate.

The evidence shows that unlicensed individuals have acted as legal advisers and organizers for numerous J&J Investors, while receiving encouragement, strategy, and guidance from a licensed Nevada attorney who represents a party adverse to those Investors. It also shows that, aside from having imposed real costs on the Receivership Estate, Mr. Anderson and his client's actions have threatened additional harm by stirring investor distrust, promoting frivolous

1 filings, and attempting to interfere with settlements and other Estate-maximizing work.

2 The newly obtained evidence more than supports the Emergency Motion—it proves
3 Fabian Vancott’s assistance in the Non-Parties’ unauthorized practice of law and the urgent need
4 for relief to prevent that harm from continuing. The Appointment Order and the Court’s broad
5 equitable authority supply ample basis to (a) confirm that such conduct violates the anti-
6 interference and stay of litigation provisions of the Appointment Order and (b) modify the
7 Appointment Order to provide a specific injunction protecting the Estate and the integrity of
8 these proceedings from further interference by Receivership Defendants, including Judd, and/or
9 their counsel through manipulation of the J&J Investor victims, the primary beneficiaries for
10 whom this Receivership Estate was established.

11 Judd’s other arguments likewise fail; they rest either on immaterial distractions or fall
12 down in the face of the record now before the Court. For instance, Judd makes much of the fact
13 that the modification the Receiver requests with respect to the Receivership Defendants’
14 communications with J&J investors about their J&J investments (or this Receivership) qualifies
15 as a prior restraint. But given the indisputable evidence of a concerted course of coordination
16 with, manipulation of, and interference through the Non-Parties by Judd and his counsel,
17 possibly with the encouragement of other Receivership Defendants and their counsel, the relief
18 requested is appropriate under the relevant standards. As explained below, the cases Judd cites
19 on this issue support the relief the Receiver seeks, as do the cases the Receiver relied on in the
20 Emergency Motion.

21 In short, the Receiver’s requested relief is both appropriate and necessary to protect the
22 Receivership Estate from further damage by Judd and/or his counsel; Prince and Mraz; and/or
23 any others working with any of them in their calculated effort to undermine the integrity of this
24 proceeding.

25 **II. ARGUMENT**

26 **A. There is Beyond Sufficient Evidence to Support the Emergency Motion.**

27 The Appointment Order expressly prohibits parties from “directly or indirectly taking
28 any action or causing any action to be taken” that would “[i]nterfere with the Receiver’s efforts

1 to take control, possession, or management of any Receivership Property,” among other things.
 2 ECF No. 88 at ¶ 29(A). “The Receiver shall promptly notify the Court and Commission counsel
 3 of any failure or apparent failure of any person or entity to comply in any way with the terms of
 4 this Order.” *Id.* at ¶ 31.

5 The Court’s need for intervention is pronounced here in light of the Non-Parties’
 6 knowing violation of Nevada statutes prohibiting the unlicensed practice of law. *See* NRS 7.285
 7 (defining the unlawful practice of law and setting forth civil and criminal penalties available).
 8 This is especially true given that the Non-Parties are engaging in the unlicensed practice of law
 9 with the assistance of Fabian Vancott, and at least one attorney there, who is licensed in this
 10 State. *See* Nev. R. Prof. C. 5.5(a)(2) (“A lawyer shall not ... [a]ssist another person in the
 11 unauthorized practice of law.”); *cf.* LR IA 11-7(g).

12 Mr. Judd’s primary argument in response is that the Emergency Motion was not
 13 supported by adequate evidence. He spends several pages attempting to discredit the evidence
 14 the Emergency Motion provided. The position was weak at the time of the Response because
 15 Judd never explicitly disclaimed the evidence already provided; he downplayed it without
 16 denying it instead, mostly highlighting things about the evidence the Receiver himself had
 17 already candidly acknowledged. Judd’s tack is confounding, however, given that on September
 18 18, 2026—three days later and five days before this Reply’s deadline—Fabian Vancott
 19 responded to a subpoena from the Receiver with substantial of evidence not only corroborating
 20 the Receiver’s concerns but showing that things were worse than the Receiver feared.

21 Fabian Vancott’s subpoena response, which (so far) consists of over a thousand pages,¹
 22 tells a disturbing story. These documents reveal that, around May 2026, Mr. Anderson *solicited*
 23 coordination with the Non-Parties, who then texted Mr. Anderson “to speak with you on *your*
 24 *collective strategy offer* for all our pro se clients.”² Mr. Anderson and Ms. Mraz then proceeded
 25 to consistently e-mail and text each other for months about coordination in this action and in the
 26

27 ¹ Fabian Vancott, through counsel, also objected to the Receiver’s subpoena on several
 28 meritless bases. The Receiver and Fabian Vancott are still attempting to resolve this dispute.

² Text message thread between Ms. Mraz and Mr. Anderson, included with this Reply as
Exhibit “1” (the “*Anderson-Mraz Texts*”) at FVC 000101 (emphasis added).

Clawback Actions, meeting up before and after this Court’s hearings,³ commuting to these hearings together,⁴ “shar[ing] strategies,”⁵ and more.

These documents revealed, among other things, two especially problematic facts: (i) throughout their illicit participation in these proceedings, the Non-Parties looked to Mr. Anderson for legal guidance, who evidently abused that relationship and the Non-Parties’ unfamiliarity with the law to inflame their unfounded cynicism, deliberately provide what can only be characterized as bad legal advice, and encourage them to harm the Receivership Estate; and (ii) this resulted in the Non-Parties (and Fabian Vancott) taking several acts aimed at undermining the legitimacy of these proceedings and generating material costs for the Receivership Estate.

1. Mr. Anderson is Helping the Non-Parties Engage in the Unlicensed Practice of Law.

Mr. Anderson has been coordinating closely with the Non-Parties since at least May 2026. The fifty-seven-page Anderson-Mraz Text thread alone paints this picture. Starting with a May 20, 2026, message in which Mraz indicated she and Prince would take Anderson up on “your collective strategy offer for all our pro se clients,”⁶ Ms. Mraz would ask Mr. Anderson for revisions to documents,⁷ ask him to field “strategy” questions, and ask for guidance and “education,” including on how to keep their involvement hidden.⁸ Mr. Anderson, in turn, would take every opportunity to egg the Non-Parties on to anything he perceived to benefit Judd, a Receivership Defendant with interests that are adverse to the Non-Parties’ “clients.”⁹

³ See *id.*

⁴ See *id.* at FVC 000110.

⁵ *Id.* at FVC 000103.

⁶ *Id.* at FVC 000101 (emphasis added).

⁷ See, e.g., *id.* at FVC 000117–18.

⁸ See *id.* at FVC 000103–04; FVC 000106–07; FVC 000111 (“The time you are taking to educate us is appreciated to the greatest heights, and Aaron is worth teaching.”); FVC 000119–27; FVC 000130–35; FVC 000141; FVC 000148–151; FVC 000153–56.

⁹ See, e.g., *id.* at FVC 000126–27 (in response to a question from Ms. Mraz on “what would happen if an original judges order was replaced with a fake one,” Mr. Anderson responds that “[s]omeone would probably get arrested”—to which Ms. Mraz reciprocates “[a]t least it won’t show under their robes”); see also e-mail from Mr. Anderson to Ms. Mraz (June 9, 2026 at 3:56 p.m.), included with this Reply as **Exhibit “2,”** at FVC 000509 (forwarding the Court’s order

In at least one instance, Mr. Anderson deliberately led the Non-Parties astray by encouraging them to make arguments on Warren Rosegreen’s behalf predicated on NRS 112.230, misleading Ms. Mraz into thinking that the Receiver is the plaintiff in *this* case and that the Receiver has asserted UFTA claims against Mr. Rosegreen as a net winner *in this case*.¹⁰ As the Receiver has now explained in multiple responses to supposedly *pro se* filings, and as Mr. Anderson already knows, the SEC is the Plaintiff here, and the Receiver is plaintiff in the Clawback Actions. The SEC has not made any claims for fraudulent transfer in this action, against Mr. Rosegreen or anyone else, and the Receiver has never asserted a claim against Mr. Rosegreen in any proceeding. Yet, following the SEC’s motion seeking an order confirming that it did not need to respond to a flurry of filings prepared by the Non-Parties on Mr. Rosegreen’s behalf,¹¹ including a “Motion to Dismiss with Prejudice Pursuant to NRS 112.230,”¹² Mr. Anderson encouraged the Non-Parties to “respond to the SEC’s motion (ECF 918) ASAP,” and to “Act fast!”¹³ Mr. Anderson laid out his proposal for this response in detail, providing different arguments, along with caselaw and docket references supposedly supporting those arguments—most notably, Mr. Anderson encouraged Ms. Mraz to *defend* Mr. Rosegreen’s

denying Mr. Rosegreen’s motion for TRO “[f]rom our wonderful judge”); e-mail from Ms. Mraz to Mr. Anderson (June 18, 2026 at 8:11 p.m.), included with this Reply as **Exhibit “3,”** at FVC 000568 (responding to an e-mail from Mr. Anderson, who forwarded his proposed revisions to the Receiver’s draft joint discovery plan and asked Ms. Mraz to “[l]ook at my redlines. Sure to piss them off.”); e-mail from Mr. Anderson to Ms. Mraz (June 14, 2026 at 6:51 p.m.), included with this Reply as **Exhibit “4,”** at FVC 000565 (Mr. Anderson failing to push back on a comment from Ms. Mraz that “I see why the grand jury is likely out of New York The Root of it all is GTLaw (Applegate)”; e-mail from Mr. Anderson to Ms. Mraz (Aug. 28, 2026 at 11:13 p.m.), included with this Reply as **Exhibit “5,”** at FVC 001020 (forwarding the Receiver’s Emergency Motion as “[a] Friday evening gift from the Receiver’s millionaire attorneys”).

¹⁰ See generally e-mail from Mr. Anderson to Ms. Mraz (June 6, 2026, at 3:04 p.m.) (the “**June 6 E-mail**”), included with this Reply as **Exhibit “6.”**

¹¹ See generally e-mail from Ms. Mraz to Mr. Anderson (June 2, 2026, at 8:12 p.m.), included with this Reply as **Exhibit “7”** (Ms. Mraz sending Mr. Anderson a draft version of Mr. Rosegreen’s motion for TRO); see also e-mail from Mr. Anderson to Ms. Mraz (June 3, 2026, at 8:39 a.m.), included with this Reply as **Exhibit “8”** (responding to Ms. Mraz’s draft, noting that the document was “[f]iled twice. Once as a TRO and once as a motion to [sic] preliminary injunction,” indicating *Mr. Anderson filed this document* over the counter for the Non-Parties and Mr. Rosegreen).

¹² See ECF No. 913 at 1.

¹³ June 6 E-mail, **Ex. 6.** at FVC 000435.

1 “Rule 12(b)(6) motion to dismiss raising a pure legal defense — a statute of repose under NRS
2 112.230.”¹⁴ As the Court of course knows (and as Mr. Anderson knows), the Receiver is not
3 the plaintiff in this action, has not asserted any UFTA claims against Warren Rosegreen, and is
4 instead currently litigating this issue against Mr. Anderson’s other clients in the Clawback
5 Actions.

6 In addition to counseling the Non-Parties on their strategy, Mr. Anderson shed some
7 light on some ill-advised tactics of his own. In that same e-mail, Mr. Anderson explicitly wrote
8 “[m]y plan is to seek this discovery in the clawback cases themselves since discovery was not
9 stayed. And, since he is not a defendant in any clawback case, Judd’s 5th Amendment rights are
10 not implicated. Same for Warren.”¹⁵ That is, Mr. Anderson explained to the Non-Parties his
11 plan to circumvent this Court’s order staying discovery and encouraged them to do the same on
12 Mr. Rosegreen’s behalf.¹⁶ At the same time, he advised Mraz and Prince to argue on their clients
13 behalf that the stay in *this* action did not preclude Rosegreen from seeking substantive relief
14 because the stay applied only to discovery.¹⁷ The Court, of course, views the stay more broadly,
15 consistent with its plain terms. *See, e.g.*, ECF No. 928, at 2, 5–9.

16 In light of this evidence, together with evidence that Mr. Anderson would keep the Non-
17 Parties up to date on his litigation strategy, including of his coordination with licensed counsel
18 for other Clawback Action defendants and with defendants in *Winkler v. Thompson*, No. 2:25-
19 cv-01522-CDS-DJA,¹⁸ Mr. Anderson’s facilitation of the Non-Parties’ unlicensed practice of
20

21 ¹⁴ *Id.* at FVC 000436; *see also id.* at FVC 000437 (“It is purely a legal question — did the
22 Receiver file suit before or after the statutory extinguishment period ran[...]. Every day the
Receiver’s claim against Rosegreen remains pending on the docket is a day Rosegreen remains a
named defendant on a claim Nevada law says ceased to exist”).

23 ¹⁵ *Id.* at FVC 000438; *compare with* Anderson Mraz Texts, **Ex. 1** at FVC 000109 (Mr.
24 Anderson stating that “Judd is fine with [the stay] staying in place. He is still under criminal
investigation.”).

25 ¹⁶ It is worth noting that the documents provided by Fabian Vancott suggest that the Non-
26 Parties may have recruited the J&J Investor “clients” not to advance those “clients” own interests
27 but rather to manipulate them to make arguments that favor Warren Rosegreen, yet another
Receivership Defendant sharing “counsel” with his own alleged victims. The Non-Parties’ efforts
appear to be geared mostly toward helping Warren interfere with the work of a Grand Jury.

28 ¹⁷ *See id.* at FVC 000437.

¹⁸ *See* e-mail from Mr. Anderson to Ms. Mraz (Aug. 28, 2026, at 5:07 a.m.), included with
this Reply as **Exhibit “9”** at FVC 001006 (Mr. Anderson forwarding Ms. Mraz communications

law is well established.

2. *Mr. Anderson's and the Non-Parties' Conduct has Harmed the Receivership Estate.*

The Emergency Motion already details some of the costs the Receiver has incurred as a result of the dozens of frivolous filings by the Non-Parties, with Fabian Vancott's assistance and input.¹⁹ If there was any doubt, however, as to whether the Non-Parties were actually behind those filings, Fabian Vancott's production puts that doubt to rest with several e-mails in which Ms. Mraz and/or Mr. Anderson explicitly reference these filings as the work product of Prince and Mraz – with oversight from Anderson/Fabian Vancott.²⁰ And while the Receiver was previously under the impression that the Non-Parties provided these filings for twelve "clients," it turns out they provide these services to at least seventeen J&J Investors.²¹ In addition to these filings, the Non-Parties would also prepare argument outlines and lists of objections for *Mr. Anderson's* use in these proceedings.²²

Beyond the cost of dealing with nonsensical filings and arguments, however, Mr. Anderson and Ms. Mraz communicated multiple times about utilizing net losers to interfere with the Receiver's efforts to recover assets, update investors, and provide information to those interested parties acting in good faith. In one case, Mr. Anderson texted Ms. Mraz asking if

with Boris Avramski, counsel for multiple defendants in *Winkler v. Thompson* and noting that "I have sent this to the group of attorneys representing other clawback defendants. It's a long list and I was not sure any of your people were on it.").

¹⁹ See ECF No. 993 at 7–8 (citing ECF Nos. 993-1; 993-2).

²⁰ See, e.g., e-mail from Mr. Anderson to Ms. Mraz (June 3, 2026, at 8:39 a.m.), **Ex. 8**; see also e-mail from Ms. Mraz to Mr. Anderson (June 4, 2026, at 2:27 p.m.), included with this Reply as **Exhibit "10,"** at FVC 000346 (Ms. Mraz forwarding Mr. Anderson documents that they "filed with the court as of 11am today"); e-mail from Ms. Mraz to Mr. Anderson (June 27, 2026, at 10:57 a.m.), included with this Reply as **Exhibit "11"** at FVC 000809 (Ms. Mraz forwarding Mr. Anderson "[d]rafts for your eyes only" of three documents, two of which were filed in some form in the Clawback Actions); e-mail from Ms. Mraz to Mr. Anderson (June 27, 2026, at 10:55 a.m.), included with this Reply as **Exhibit "12"** (the "*Investor Meeting E-mail*") at FVC 000629 (Ms. Mraz sending Mr. Anderson, among other things, "our latest new client filings").

²¹ See Anderson-Mraz Texts, **Ex. 1** at FVC 000152.

²² See e-mail from Ms. Mraz to Mr. Anderson (July 7, 2026, at 7:59 a.m.), included with this Reply as **Exhibit "13,"** at FVC 000838 ("Only you can raise these arguments today. I'm bringing with me hard copies for you to reference and mark up. See you at 6B at 930am").

“you guys are connected with any ‘net losers,’” because they would have a “better [grounds] to challenge the Wells Fargo settlement” and because, “more importantly, a member of the class could demand access to the discovery.”²³ In another communication, Ms. Mraz explicitly broke down how, in at least one instance, she covertly joined one of the Receiver’s investor meetings and “began riling the pitchforks”:²⁴

At the same time, The DEceiver held a conference tuesday and I entered conference chat as Steve Boe (with his permission) and was able to gather some more "losers names" ad began riling the pitchforks. I posed questions such as " may we have the receiver's bond info?" knowing full well he isnt bonded, and "is there only one list if victims/losers, or several lists?, if this is a forensic accounting report, why arent the fees to the entities, like wells fargo on the report? ", "are there any trap doors in the settlement that may prohibit the payout to the victims?" and so forth.

My pitch for the losers is they are entitled to far more than wheat they may be receiving from WF.

This e-mail goes on to mention that “[o]n monday aaron is filing three more very damaging claims and motion [sic],” in addition to positing an idea the Non-Parties seem to maintain that the Receiver, his counsel, and/or possibly the Court itself (given the “show under their robes” reference, n.9, *supra*), have tampered with the Appointment Order’s contents to the Receiver’s benefit.²⁵ The Receiver is not in possession of any response to this e-mail or any other communication from Fabian Vancott advising against this sort of conduct and informing the Non-Parties that the Appointment Order has not been altered (despite having represented Mr. Judd in this action since April 2022, before the Appointment Order was entered). Apparently then, Mr. Anderson did not inform the Non-Parties that their “Fake 88” theory is

²³ *Id.* at FVC 000127.

²⁴ *See* Investor Meeting E-mail, **Ex. 12** at FVC 000629.

²⁵ *See id.* at FVC 000630 (“Notice also all recent accounting ad documents [sic] reference Fake 88 (which also appears on the Deceiver website as the main order 00612 ECF 88).”). This reference to “Fake 88” and the Appointment Order being altered seems to have become a recent theme of the Non-Parties’ “advocacy.” *See* Anderson-Mraz Texts, **Ex. 1** at FVC 000126–28; FVC 000148; *see also* e-mail from Ms. Mraz to Mr. Anderson (June 22, 2026, at 10:52 p.m.), included with this Reply as **Exhibit “14”** (the “*Rosegreen Timeline*”) at FVC 000623–24 (expressing the belief that Greenberg Traurig “replaced original June 3 pages 2-19” of the Appointment Order).

undercut by the fact that the SEC attached a *proposed* order to its motion for appointment of receiver on May 3, 2022, a month before the Court appointed the Receiver, and the Court did not modify the *proposed* order when it entered the Appointment Order one month later. Compare ECF No. 67-2 (proposed appointment order) with ECF No. 88 (signed appointment order, which was not modified in any substantive or material manner from the proposed version).²⁶

This “Fake 88” concept, as the Non-Parties have dubbed it, is presumably one they are sharing with all of their “clients” and with any J&J Investor that will listen—this epitomizes the Receiver’s concerns with Fabian Vancott and the Non-Parties actively seeking to undermine the legitimacy of these proceedings and to sow discord among investors, based on (knowing, at least in Anderson and Fabian Vancott’s case) misstatements of fact and law. And, to be sure, these are not instances of Mr. Anderson going rogue and operating outside his client’s knowledge and consent. In that same e-mail, Ms. Mraz states that she “texted Jeffrey” directly,²⁷ and about a month later, Mr. Anderson texted Ms. Mraz that “Jeffrey Judd asked me to give you a call yesterday.”²⁸

3. The Appointment Order Prohibits this Conduct.

There should be no doubt that this conduct constitutes interference and violates the Appointment Order. “The power of a district court to impose a receivership [...] derives from the inherent equitable power of a court in equity to fashion effective relief.” *S.E.C. v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). “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.” *S.E.C. v. Cap. Consultants, LLC*, 397 F.3d 733, 738 (9th Cir. 2005).

As the Receiver already noted in his Emergency Motion, *see* ECF No. 993 at 21, albeit

²⁶ This submission of the proposed order by the SEC a month earlier is also the reason there are two file-stamps on top of each other in ECF No. 88. Mr. Anderson of course represented Judd in opposing the motion for appointment, so he was – or should have been – well aware that the SEC had proposed the same form of order the Court entered, and nothing was altered.

²⁷ Investor Meeting E-mail, **Ex. 12** at FVC 000629.

²⁸ Anderson-Mraz Texts, **Ex. 1** at FVC 000150.

1 with less context than he has now, *S.E.C. v. Howard* is a recent case in which a court grappled
 2 with similar interference issues, although it is now clear the interference was worse in this case.
 3 No. 3:17-cv-420, 2018 WL 949255 (N.D. Tex. Feb. 20, 2018). In *Howard*, in response to similar
 4 allegations regarding interference by receivership defendants communicating with investors
 5 (albeit with much less “follow through” than what Fabian Vancott and Judd managed here),
 6 *Howard* expressly restrained its receivership defendants “from communicating in any manner
 7 (written, oral, or otherwise), with any investor or third party, directly or indirectly, about the
 8 Receivership Estate and/or the Receivership.” *Id.* at *7. Although *Howard* denied the receiver’s
 9 request for a finding of contempt, it granted this injunction based on an e-mail from one of its
 10 receivership defendants noting his intent to “create havoc for the receiver if need be,” *id.* at *4,
 11 and the possibility that those receivership defendants “caused some of the investors to be lulled
 12 into thinking the Receiver, the SEC, and the Court are not trustworthy.” *Id.* at *6.

13 What the Receiver presents here dwarfs the evidence upon which *Howard* relied in
 14 enjoining its receivership defendants from communicating with investors. Ms. Mraz explicitly
 15 noted her intent to “ril[e] the pitchforks” of J&J Investors,²⁹ *which was successful given a recent*
 16 *onslaught of investor complaints*, and both she and Mr. Anderson have overtly discussed
 17 coordinating with net losers in an effort to defeat the Receiver’s efforts to obtain approval of his
 18 settlement with Wells Fargo.³⁰ And that is only a fraction of their improper conduct. The
 19 evidence the Receiver has obtained from Mr. Anderson’s law firm reflects startlingly
 20 inappropriate facilitation by a licensed attorney of the unlicensed practice of law aimed directly
 21 at undermining the record in this Receivership. With his client’s knowledge and apparent
 22 involvement, Mr. Anderson has weaponized a pair of unpredictable cynics against the Receiver,
 23 the Court, and J&J Investors, with a notable amount of success. The extent of damage caused
 24 by Mr. Anderson’s close coordination with the unlicensed Non-Parties remains to be seen, but
 25 their intent to directly interfere with the Receiver’s discharge of his duties is now beyond clear.

26 Again, the Receiver does not yet seek a finding of contempt (although he reserves his
 27

28 ²⁹ Investor Meeting E-mail, **Ex. 12** at FVC 000629.

³⁰ *See id.*; *see also* Anderson-Mraz Texts, **Ex. 1** at FVC 000127.

right to do so, especially given the new evidence). The Receiver currently only asks that the Court enjoin these deeply troubling communications. Mr. Judd's complaints of his inability to communicate with over 1,000 individuals, including his children, are overborne and do not change the calculus in any event. The Court should not allow him to cause his attorney to violate Nevada's Rules of Professional Conduct, refer that attorney over to his own children, and then claim some sort of protection based on the fact that his own children supposedly benefited from his involving them in a Ponzi scheme. To be sure, however, the Receiver's requested relief includes carveouts in the form of consent from the Receiver *or the Court*. Further, the Receiver has only requested that Judd and the other Receivership Defendants be enjoined from speaking to investors *about the Receivership* or their *investments in the J&J Enterprise*. Mr. Judd could still communicate with his children about matters other than the Receivership or the investments he induced them to make.

In short, the Receiver already had a solid evidentiary basis for the Emergency Motion's requested relief, given that neither the Non-Parties nor Judd denied the already-obvious coordination, but the support for that relief cannot be overstated now that the Receiver has reviewed the *partial* Fabian Vancott production. The Court now has evidence that, absent an injunction against these improper communications, the concerted course of immediate and ongoing attacks on the Receiver and the integrity of these proceedings will continue – through the conduct of the Non-Parties, but also with Fabian Vancott's material assistance.

B. None of the Response's Other Points Hold any Water.

The remainder of Mr. Judd's Response raises points that are either facially frivolous or are now rendered frivolous by the evidence the Receiver recently obtained.

For instance, the Response points to a citation in the Emergency Motion to "Winkler Decl. Ex. 6 at 6," and attempts to make much out of the fact that "Exhibit 6 has never been produced to Judd."³¹ As is apparent from a cursory review of the Emergency Motion and the redacted exhibits the Receiver filed,³² this was a typographical error by the Receiver's counsel

³¹ ECF No. 1013 at 5, 6–11.

³² See ECF No. 1005

1 and should have referenced “Ex. 4,” rather than “Ex. 6.” Mr. Judd neglects to mention that the
 2 Receiver’s counsel *explicitly informed* Mr. Anderson of that typo *five days before the Response*
 3 *was filed*.³³

4 Mr. Judd and his counsel, despite having been actively litigating this action since 2022,
 5 also suggest that they do not know what a “J&J Investor” is.³⁴ For the avoidance of doubt, a
 6 “J&J Investor” is someone who invested into the J&J Ponzi scheme, and the “J&J Enterprise”
 7 is the web of entities and individuals Mr. Judd used to promulgate that Ponzi scheme. To the
 8 extent any issues arise from an injunction against communications with J&J Investors given Mr.
 9 Anderson’s representation of Clawback Action defendants, those issues can likely be resolved
 10 concurrently with the Court’s resolution of Mr. Anderson’s Clawback Action defendant
 11 representation.³⁵

12 The Response also spends several pages pushing back on characterizations of certain
 13 investors as “net winners” and others as “victims of Jeffrey Judd.”³⁶ The Receiver of course
 14 does not attempt by his Emergency Motion to prove any J&J Investor’s status as a net winner or
 15 Mr. Judd’s liability with respect to the underlying Ponzi scheme.

16 Citing two cases, the Response goes on to argue that what the Receiver seeks is a prior
 17 restraint, and accordingly, the Court should scrutinize his request under that standard, even
 18 though *Howard* and other cases relied on the by the Receiver do not use that analysis. Assuming
 19 Judd is correct for the moment, this more specific standard, and the authority Mr. Judd cites,
 20 strongly favor the Receiver’s request. *Dominguez v. Better Mortg. Corp.*, for instance, enjoined
 21 the defendant in that employment class action from communicating with its employees
 22 regarding the wages class-action lawsuit and refused to narrow the restraint beyond preventing
 23 “communications ‘with putative class members regarding the subject matter of this litigation.’”

24 _____
 25 ³³ See e-mail from Kyle Ewing, Esq. to Mr. Anderson *et al.* (Sept. 10, 2026 at 5:59 a.m.
 26 PT), included with this Reply as **Exhibit “15,”** at 491 (“That was a typo – the citation should have
 said ‘Winkler Decl., **Ex. 4** at 6.’ We apologize for the confusion.”) (emphasis in original).

27 ³⁴ See ECF No. 1013 at 15, 3–4.

28 ³⁵ See ECF No. 1008. For the Court’s reference at these proceedings, the Receiver
 includes with this Reply a list of other attorneys of which the Receiver is aware that represent
 both Receivership Defendants and Clawback Action defendants as **Exhibit “16.”**

³⁶ See ECF No. 1013 at 17, 21 – 21, 2.

1 88 F.4th 782, 792 (9th Cir. 2023). Applying the standard articulated in *Gulf Oil Co. v. Bernard*,
 2 *Dominguez* affirmed the trial court’s reliance on the “misleading and coercive” nature of the
 3 defendant’s prior communications to its employees, as well as “the timing of the messages.” *Id.*
 4 at 792. As the Receiver asks the Court to do here, the *Dominguez* court based the restraint on
 5 the potential for interference in the litigation.³⁷

6 There is now a clear record in this case of Mr. Judd’s counsel, evidently at Mr. Judd’s
 7 direction, coordinating to mislead, manipulate, and re-victimize J&J Investors. By Mr.
 8 Anderson’s own admission, this was all with the intent of interfering with the Receivership,
 9 including subverting this Court’s stay of discovery, subverting this Court’s stay of ancillary
 10 litigation, and thwarting the Receiver’s efforts to maximize Estate value by, for example, settling
 11 the Estate’s claims against Wells Fargo.

12 Finally, the Response suggests that neither emergency relief nor sealing of the
 13 Emergency Motion’s supporting evidence is supported. Setting aside that both of these findings
 14 rest well within the Court’s discretion, this argument is puerile in light of Fabian Vancott’s
 15 document production and the intentional course of manipulation by Judd, Anderson, and Fabian
 16 Vancott that it charts. Aside from the fact of the extensive communications between Mr.
 17 Anderson and Ms. Mraz, Ms. Mraz referred to Client A as an “infiltrator [sic]” and noted she
 18 is now “speaking with an attorney [she’s] known for years and trust[s] to work with our group,”³⁸
 19 presumably in an effort to retaliate against Client A. The Court has already granted the
 20 Receiver’s emergency request and motion to seal, and given the information he now has, the
 21 Receiver is not inclined to divulge any other sealed information since the Non-Parties have, if
 22 anything, only confirmed their intention to retaliate if they discover Client A’s identity.

23 **III. CONCLUSION**

24 The Response criticizes the Receiver for accusing Mr. Anderson of “playing with fire”
 25

26 ³⁷ See *id.* at 791 (“a district court may issue ‘an order limiting communications between
 27 parties and potential class members ... based on a clear record and specific findings that reflect a
 28 weighing of the need for a limitation and potential interference with the rights of the parties.’”) (quoting *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 101 (1981) (alteration in original)).

³⁸ Anderson-Mraz Texts, **Ex. 1** at FVC 000157.

1 based on the evidence the Receiver had at that time. Unfortunately, it seems that accusing Mr.
 2 Anderson of merely playing with fire drastically understated the situation. The evidence the
 3 Receiver has since obtained demonstrates that Judd, Anderson, and Fabian Vancott *started the*
 4 *fire*.

5 It bears emphasizing here that the Receiver presents only the evidence that Mr. Anderson
 6 turned over to Fabian VanCott and that Fabian VanCott subsequently produced to the Receiver,
 7 despite lodging several objections. The Receiver does not yet know the contents of what is
 8 being withheld, and the prospect of what that material might contain is daunting in light of what
 9 has been turned over already. The record before the Court, together with the Appointment Order
 10 and the wide discretion with which this Court is entrusted in managing receiverships, provide
 11 ample support for the relief the Receiver seeks.

12 Accordingly, and for the reasons stated here and in the Emergency Motion, the Receiver
 13 respectfully requests that the Court grant his Emergency Motion in full.

14 DATED this 23rd day of September, 2026.

15 **GREENBERG TRAUIG, LLP**

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Attorneys for Receiver Geoff Winkler

CERTIFICATE OF SERVICE

I hereby certify that, on the **23rd day of September, 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.

via **Electronic Mail.** by e-mailing a copy of the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

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Email for Aaron Prince and Denise Mraz

via **First Class Mail.** by mailing a copy of the document(s) listed above to the person(s) at the e-mail address(es) set forth below³⁹.

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³⁹ 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.