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*Attorneys for Court-Appointed Receiver Jonathan O. Hafen*

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

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COMMODITY FUTURES TRADING  
COMMISSION, and

STATE OF UTAH DIVISION OF  
SECURITIES, through Attorney General  
Sean D. Reyes,

Plaintiffs,

v.

RUST RARE COIN INC., a Utah corporation,  
GAYLEN DEAN RUST, an individual,  
DENISE GUNDERSON RUST, an individual,  
and JOSHUA DANIEL RUST, an individual,

Defendants,

and

ALEESHA RUST FRANKLIN, an individual,  
R LEGACY RACING INC, a Utah  
corporation, R LEGACY ENTERTAINMENT  
LLC, a Utah limited liability company, and R  
LEGACY INVESTMENTS LLC, a Utah  
limited liability company,

Relief Defendants.

MOTION TO APPROVE RECEIVER'S  
SETTLEMENT AGREEMENT WITH BARY  
G. JONES, JONESCO ENTERPRISES, LLC,  
GLJ LEGACY TRUST, HATSUE S JONES  
MARITAL TRUST, AND CENTRAL  
BANK, CUSTODIAN FOR THE BENEFIT  
OF BARY JONES IRA 20825

Case No. 2:18-cv-892

Judge Tena Campbell

Magistrate Judge Dustin B. Pead

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Jonathan O. Hafen, the Court-appointed Receiver (the "Receiver") for the assets of Rust Rare Coin Inc., Gaylen Dean Rust, Denise Gunderson Rust, Joshua Daniel Rust, Aleesha Rust Franklin, R Legacy Racing Inc., R Legacy Entertainment LLC, and R Legacy Investments LLC (collectively, the "Receivership Defendants"), respectfully requests the Court's approval of his settlement agreement with Bary G. Jones ("Mr. Jones"), Jonesco Enterprises, LLC, GLJ Legacy Trust, and Hatsue S Jones Marital Trust (collectively, with all affiliated parties, the "Jones Parties") and Central Bank, Custodian for the benefit of Bary Jones IRA 20825 ("IRA"), as described below.

I. Background Information.

On November 27, 2018, the Court entered an Order Appointing Receiver and Staying Litigation (the "Order"). *See* ECF No. 54. Pursuant to paragraphs 18 and 19 of the Order, the Receiver was authorized to take immediate possession of all non-exempt personal property and real property of the Receivership Defendants, other than the personal residence and associated real property of the Rusts. *See id.*, ¶ 18. Paragraph 41 of the Order authorized the Receiver to compromise receivership claims that, in his discretion, are advisable or proper to recover Receivership Property. *See id.*, ¶ 41.

The Jones Parties and the IRA assert they made various loans to one or more of the Receivership Defendants, which were secured by real or personal property (collectively, the "Secured Loans"). The Jones Parties also invested in one or more of the Receivership Defendants and had various items on consignment with the Receivership Defendants. The Jones Parties and the IRA filed a total of five claims with the Receiver. On various occasions during the Receivership Case, the Jones Parties and the IRA consented to the sale or transfer of property

allegedly encumbered by one or more of the Secured Loans. In each such instance, the Receiver agreed to give the Jones Parties and/or the IRA a lien in the sale proceeds in the same amount and priority that allegedly existed in the underlying property (the "Preserved Liens") while the parties worked out a resolution.

Pursuant to the authority granted by the Order, the Receiver negotiated a resolution of his claims against the Jones Parties and the IRA and the Jones Parties' and IRA's claims against the Receivership Estate. By this Motion, and consistent with the Order, the Receiver respectfully requests the Court's approval of his settlement agreement with the Jones Parties and the IRA, which approval is a necessary predicate to the effectiveness of his settlement agreement with the Jones Parties and the IRA.

II. Proposed Settlement Agreement.

The Receiver, the Jones Parties, and the IRA entered into a settlement agreement (the "Settlement Agreement"), subject to court approval. A copy of the Settlement Agreement is attached hereto as Exhibit A. Pursuant to the Settlement Agreement, the Receiver will return to Mr. Jones all alleged consigned items from the Jones Parties in the Receiver's possession, except for eight items that were not included in the March 29 and 30, 2017 schedule of consignment items. The Receiver will retain those eight items and liquidate them for the benefit of the Receivership Estate. The Receiver will also pay to the IRA \$240,160.00 in full satisfaction of all Secured Loans, including but not limited to all Preserved Liens and Claims that assert or relate to Secured Loans. Finally, the parties agree that all claims submitted by the Jones Parties and the IRA will be resolved as follows on the Receiver's claims registry in the Receivership Case:

<b>Claim Number</b>	<b>Claimant Name</b>	<b>Claimed Amount</b>	<b>Allowed Claim</b>	<b>Percent Recovery</b>	<b>Claim Class</b>
CL0340	Hatsue S Jones Marital Trust	\$0.00	\$0.00	100.00%	4
CL0341	Central Bank, Custodian for the benefit of Bary Jones IRA 20825	\$240,160.00	\$0.00	100.00%	3
CL0343	GLJ Legacy Trust (Bary G. Jones as trustee), Bary G. Jones (and his four children Scott Jones, Eric Michael Jones, Jeffrey David Jones, and Marc Christopher Jones), according to their interests described in the attached narrative	\$0.00	\$0.00	100.00%	4
CL0344	Jonesco Enterprises, LLC	\$0.00	\$0.00	100.00%	4
CL0345	Bary G. Jones	\$270,416.00	\$270,416.00	0.00%	4
CL0345A	Bary G. Jones	\$352,091.00	\$352,091.00	66.07%	4

For purposes of the Zions Class Action<sup>1</sup>, the Parties stipulate the only claim of the Jones Parties that will be allowed is as follows:

<b>Claim Number</b>	<b>Claimant Name</b>	<b>Claimed Amount</b>	<b>Allowed Claim</b>
CL0345A	Bary G. Jones	\$83,491.00	\$83,491.00

The Receiver believes the Settlement Agreement is in the best interest of the Receivership Estate. The Settlement Agreement resolves claims against the Receivership Estate in a fair manner based on the evidence provided to the Receiver. Accordingly, the Receiver

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<sup>1</sup>The Zions Class Action is the lawsuit styled *Gregory et. al, v. Zions Bancorporation, N.A.*, Case No. 2:19-CV-15-HCN-DBP, filed in the U.S. District Court for the District of Utah.

respectfully requests that the Court approve his Settlement Agreement with the Jones Parties and the IRA. A proposed Order is attached hereto as Exhibit B.

DATED this 11<sup>th</sup> day of December, 2023.

PARR BROWN GEE & LOVELESS, P.C.

/s/ Jeffery A. Balls  
Joseph M.R. Covey  
Jeffery A. Balls  
*Attorneys for Receiver*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing MOTION TO APPROVE RECEIVER'S SETTLEMENT AGREEMENT WITH BARY G. JONES, JONESCO ENTERPRISES, LLC, GLJ LEGACY TRUST, HATSUE S JONES MARITAL TRUST, AND CENTRAL BANK, CUSTODIAN FOR THE BENEFIT OF BARY JONES IRA 20825 was (1) electronically filed with the Clerk of the Court through the CM/ECF system on December 11, 2023, which sent notice of the electronic filing to all counsel of record and (2) posted on the Receiver's website (rustrarecoinreceiver.com).

/s/ Wendy V. Tuckett

## SETTLEMENT AGREEMENT

~~THIS SETTLEMENT AGREEMENT~~ (this "**Agreement**"), dated as of the <sup>December</sup> ~~November~~ 7<sup>th</sup> day of ~~November~~, 2023, is entered into by and between Bary G. Jones ("**Mr. Jones**"), Jonesco Enterprises, LLC, GLJ Legacy Trust, and Hatsue S Jones Marital Trust (collectively, with all affiliated parties, the "**Jones Parties**") and Central Bank, Custodian for the benefit of Bary Jones IRA 20825 (the "**IRA**") on the one hand, and Jonathan O. Hafen, solely in his capacity as Court-Appointed Receiver (the "**Receiver**") for the assets of Rust Rare Coin Inc., Gaylen Dean Rust, R Legacy Racing Inc., R Legacy Entertainment LLC, R Legacy Investments LLC, Denise Gunderson Rust, and Joshua Daniel Rust (collectively, the "**Receivership Defendants**"), on the other hand. Each of the Jones Parties, the IRA, and the Receiver are referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

### RECITALS

A. Since at least 2008, Receivership Defendants have operated a fraudulent silver investment pool (the "**Silver Pool**") in the manner of a classic Ponzi scheme through which investors were told that their funds would be used to purchase and trade physical silver. Instead, Receivership Defendants used funds from new investors to pay exorbitant returns to existing investors and to fund Receivership Defendants' other business ventures.

B. The Jones Parties invested monies with the Receivership Defendants in the Silver Pool. The Jones Parties and the IRA also provided loans to the Receivership Defendants and the Jones Parties had items on consignment with the Receivership Defendants.

C. The Jones Parties and the IRA filed a total of five claims with the Receiver, all of which are as follows:

- CL0340 - Hatsue S Jones Marital Trust
- CL0341 - Central Bank, custodian for the benefit of Bary Jones IRA 20825
- CL0343 - GLJ Legacy Trust (Bary G. Jones as trustee), Bary G. Jones (and his four children Scott Jones, Eric Michael Jones, Jeffrey David Jones, and Marc Christopher Jones), according to their interests described in the narrative attached to the claim
- CL0344 - Jonesco Enterprises, LLC
- CL0345 - Bary G. Jones

D. The Jones Parties and the IRA assert that they made various loans to one of more of the Receivership Defendants that were secured by real or personal property (collectively, the "**Secured Loans**"). On various occasions during the Receivership Case, the Jones Parties and the IRA consented to the sale or transfer of property allegedly encumbered by one or more of the Secured Loans. In each such instance, the Receiver agreed to give the Jones Parties and/or the IRA a lien in the sale proceeds in the same amount and priority that existed in the underlying property (the "**Preserved Liens**").

E. The Receiver has asserted that various Jones Parties and the IRA were paid more than they invested and has sought to recover such amounts from the Jones Parties and the IRA.

F. The Parties desire now to resolve all potential claims and disputes which now exist, or which may exist in the future regarding payments made by and amounts owed by and between the Parties.

NOW THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and upon and subject to the terms and the conditions hereinafter set forth, the Parties do hereby agree as follows:

### AGREEMENT

1. **Court Approval; Best Efforts.** This Agreement is conditioned on and is subject to the court's entry of an order approving it in the lawsuit styled *Commodity Futures Trading Commission, et al. v. Rust Rare Coin Inc., et al.* No. 2:19-cv-892 (D. Utah Nov. 27, 2018) (the "**Receivership Case**"). The Receiver will promptly file a motion seeking court approval of this Agreement, and the Parties each agree to use their best efforts to secure court approval of this Agreement in accordance with all applicable law. This Agreement shall be effective on the date that the court order approving this Agreement becomes final and non-appealable (the "**Effective Date**").

2. **Return of Consignment Items.** Within fourteen (14) days of the Effective Date, the Receiver will return to Mr. Jones all alleged consigned items from the Jones Parties in the Receiver's possession, except for the eight items that were not included in the March 29 and 30, 2017 schedule of consignment items, identified as GJ 9299-GJ 9301 and GJ 9303-GJ 9307. The Receiver has informed the Jones Parties that he does not possess the following items:  
Coins: GJ162, GJ174, GJ365, GJ443, GJ515, GJ521, GJ622 and GJ649.12.  
Mormon Money/Currency: GJ562, GJ567.6, GJ629, GJ636, GJ642, GJ645, GJ9180.5, GJ9248, GJ9249, GJ9250, GJ9256, GJ9257, GJ9258, GJ9259, GJ9260, GJ9264, GJ9266, GJ9272, and GJ9287.

3. **Payment for Alleged Secured Loan.** Within fourteen (14) days of the Effective Date, the Receiver will pay to the IRA the sum of Two Hundred Forty Thousand One Hundred and Sixty Dollars (\$240,160) in full satisfaction of all Secured Loans, including but not limited to all Preserved Liens and Claims that assert or relate to Secured Loans. This payment shall be made payable to Central Bank, as Custodian for the benefit of Bary Jones IRA 20825 and sent to the following:

Central Bank, as Custodian for the benefit of Bary Jones IRA 20825  
Attn: Catherine Stinett, Self-Directed Retirement Services Supervisor  
75 University Ave.  
Provo, Utah 84061

4. **Allowed Class 4 Claims.** As set forth in the below chart, on the Effective Date, the Jones Parties will be entitled to two claims: (i) a class 4 unsecured claim with a zero basis in



the amount of \$270,416; and (ii) a class 4 unsecured claim for \$352,091, which has a current percent recovery of 66.07%. The Parties agree that all claims submitted by the Jones Parties and the IRA will be resolved as follows on the Receiver's claims registry in the Receivership Case:

Claim Number	Claimant Name	Claimed Amount	Allowed Claim	Percent Recovery	Claim Class
CL0340	Hatsue S Jones Marital Trust	\$0.00	\$0.00	100.00%	4
CL0341	Central Bank, Custodian for the benefit of Bary Jones IRA 20825	\$240,160.00	\$0.00	100.00%	3
CL0343	GLJ Legacy Trust (Bary G. Jones as trustee), Bary G. Jones (and his four children Scott Jones, Eric Michael Jones, Jeffrey David Jones, and Marc Christopher Jones), according to their interests described in the attached narrative	\$0.00	\$0.00	100.00%	4
CL0344	Jonesco Enterprises, LLC	\$0.00	\$0.00	100.00%	4
CL0345	Bary G. Jones	\$270,416.00	\$270,416.00	0.00%	4
CL0345A	Bary G. Jones	\$352,091.00	\$352,091.00	66.07%	4

For purposes of the Zions Class Action<sup>1</sup>, the Parties stipulate the only claim of the Jones Parties that will be allowed is as follows:

Claim Number	Claimant Name	Claimed Amount	Allowed Claim
CL0345A	Bary G. Jones	\$83,491.00	\$83,491.00

5. **Release by Jones Parties and the IRA.** On the Effective Date and to the maximum extent permitted by law, and except as provided below, the Jones Parties and the IRA, on behalf of themselves and their successors, assigns, attorneys, and representatives (the "**Jones and IRA Releasing Parties**"), hereby release, acquit, discharge, and agree to hold harmless the Receiver, the Receiver's counsel and other professionals, the Receivership Defendants, and the receivership

<sup>1</sup> The Zions Class Action is the lawsuit styled *Gregory et. al, v. Zions Bancorporation, N.A.*, Case No. 2:19-CV-15-HCN-DBP, filed in the U.S. District Court for the District of Utah.

estate, their affiliates, predecessors, successors, assignors, and assignees (the “**Rust Releasees**”) from any and all claims, liabilities, damages, charges, demands, grievances, lawsuits, suits and causes of action of any kind or nature whatsoever, whether direct or indirect, liquidated or unliquidated, known or unknown, currently accrued or which may hereafter accrue (hereinafter, “**Claim**”), which the Jones and IRA Releasing Parties had, have, or may claim to have against the Rust Releasees, to any agreement or understanding with the Rust Releasees, the Silver Pool, and/or any investment or loan by the Jones Parties and/or the IRA therein. The Jones Parties and the IRA, on behalf of themselves and the Jones and IRA Releasing Parties further covenant and agree that they will refrain and forbear from commencing, instituting, prosecuting, or continuing, any lawsuit, action, claim, right, demand, cause of action, suit, or other proceeding (including filing any further claim) against the Receiver, the Receivership Defendants, and the receivership estate. Any claims to enforce rights, obligations, and duties arising out of this Agreement are excepted from this release. The specifically allowed claims of CL0345 and CL0345A are also excepted from this release.

6. **Receiver Release.** On the Effective Date, and to the maximum extent permitted by law, the Receiver and his predecessors, successors, assignors, and assignees (the “**Receiver Releasing Parties**”) hereby release, acquit, discharge, and agree to hold harmless the Jones and IRA Releasing Parties from all Claims which the Receiver Releasing Parties had, have, or may claim to have against the Jones and IRA Releasing Parties related to the Silver Pool or any dealing with Rust Rare Coin, Inc. or Gaylen Rust, and/or any investment or distribution therefrom. The Receiver Releasing Parties further covenant and agree that they will refrain and forbear from commencing, instituting, prosecuting, or continuing, any lawsuit, action, claim, right, demand, cause of action, suit, or other proceeding against the Jones and IRA Releasing Parties. Any claims to enforce rights, obligations, and duties arising out of this Agreement are excepted from this release.

7. **Attorney Fees.** Each Party shall bear his, her or its own attorney’s fees and costs in connection with this Agreement, including the negotiation, documentation, execution, delivery, and performance of this Agreement. Notwithstanding the preceding sentence, should any action, suit or proceeding be commenced by any Party to this Agreement to enforce any provision hereof, the prevailing Party shall be entitled to recover reasonable attorneys’ fees, all costs (whether denominated as such in 28 U.S.C. § 1920), and expert expenses incurred in connection with or in anticipation of said action, suit or proceeding, including any appeal.

8. **Non-Assignment.** Each Party represents and warrants to all of the other Parties and each of them, that it has not assigned or transferred any of the claims or interests addressed in this Agreement. Each Party agrees to defend and indemnify all of the other Parties and each of them against any claim based upon, arising out of, or arising in connection with any such alleged or actual assignment or transfer.

9. **Opportunity for Consultation with Counsel.** The Parties represent and warrant that they have each been given adequate time and notice of their right to retain and consult an attorney regarding their rights and obligations under this Agreement and the effect of this Agreement on any rights or purported rights previously held by either of the Parties.

10. **Jurisdiction.** The Parties specifically consent to the jurisdiction and power of the Utah federal district court (the “**Court**”) to determine any dispute relating to this Agreement, including any claim for breach, and to the power and authority of the Court to enter a final judgment in connection therewith.

11. **Neutral Interpretation.** This Agreement is the product of joint negotiations. If there is ever any dispute over any term or provision of this Agreement, any ambiguity is not to be interpreted more strongly in favor of either Party.

12. **Amendment.** This Agreement may not be modified except as mutually agreed to in a writing signed by all the Parties.

13. **Non-waiver.** No waiver, forfeiture, or forbearance of or concerning any provision of this Agreement shall be deemed or shall constitute a waiver, forfeiture, or forbearance of or concerning any of the other provisions hereof, or a continuing waiver, forfeiture, or forbearance.

14. **Mutual Representations and Warranties.** Each Party represents and warrants to the other as follows:

- a. The person executing this Agreement has the full legal right, power, and authority to do so. This Agreement creates valid and binding obligations enforceable against each Party in accordance with its terms.
- b. Except as expressly stated in this Agreement, neither Party has made any statement or representation to the other Party regarding the facts relied upon by them in entering into this Agreement, and no Party hereto has relied upon any statement, representation, or promise of any other person or entity in executing this Agreement except as expressly stated in this Agreement.

15. **Entire Agreement.** This Agreement contains the entire agreement and understanding among the Parties concerning the matters set forth herein and supersedes all prior or contemporaneous stipulations, negotiations, representations, understandings, agreements and discussions among the Parties or their respective counsel with respect to the subject matter of this Agreement. No other representations, covenants, undertakings, or other earlier or contemporaneous agreements respecting these matters may be deemed in any way to exist or bind any of the Parties. The Parties acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty other than those contained in this Agreement.

16. **No Unnamed Third-Party Beneficiaries.** There are no unnamed third-party beneficiaries to this Agreement.

17. **Severability.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or otherwise in conflict with law, this

Agreement shall be construed and enforced as if it did not contain the particular part, term, or provisions held to be invalid.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which when attached together shall constitute a single, complete Agreement. It is further agreed that none of the provisions contained herein shall be deemed to have any effect upon any party, until this Agreement has been duly executed by all of the Parties.

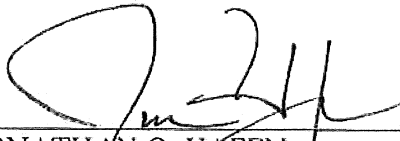
19. **Further Cooperation.** Except as otherwise provided herein, the Parties hereto shall execute, acknowledge, and deliver or cause to be executed, acknowledged, or delivered in a timely manner all such further instruments and documents as may be reasonably necessary or reasonably desirable to effectuate the terms and provisions of this Agreement.


20. **Enforceability; Interpretation.** The validity, enforcement, interpretation, and performance of this Agreement shall be governed by Utah law without regard to any conflicts or choice of laws principles.

21. **Recitals.** The Recitals set forth above are true and correct and incorporated herein as an integral part of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.


  
\_\_\_\_\_  
JONATHAN O. HAFEN  
In his capacity as Court-Appointed  
Receiver for the Receivership Defendants  
in *Commodity Futures Trading  
Commission v. Rust Rare Coin, Inc.*, No.  
2:19-cv-892 (D. Utah Nov. 27, 2018)

  
\_\_\_\_\_  
BARY G. JONES, individually

  
\_\_\_\_\_  
JONESCO ENTERPRISES, LLC  
By Bary G. Jones, Manager

  
\_\_\_\_\_  
GLJ LEGACY TRUST  
By: Bary G. Jones, Trustee

  
\_\_\_\_\_  
HATSUE S JONES MARITAL TRUST  
By Bary G. Jones, Trustee

  
\_\_\_\_\_  
CENTRAL BANK, AS CUSTODIAN FOR  
THE BENEFIT OF BARY JONES IRA 20825  
Name: Loni Pullar  
Title: Central Bank Manager

Joseph M.R. Covey (7492) (jcovey@parrbrown.com)  
Jeffery A. Balls (12437) (jballs@parrbrown.com)  
PARR BROWN GEE & LOVELESS, P.C.  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111-3105  
Telephone: (801) 532-7840

*Attorneys for Court-Appointed Receiver Jonathan O. Hafen*

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
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COMMODITY FUTURES TRADING  
COMMISSION, and

STATE OF UTAH DIVISION OF  
SECURITIES, through Attorney General  
Sean D. Reyes,

Plaintiffs,

v.

RUST RARE COIN INC., a Utah corporation,  
GAYLEN DEAN RUST, an individual,  
DENISE GUNDERSON RUST, an individual,  
and JOSHUA DANIEL RUST, an individual

Defendants,

and

ALEESHA RUST FRANKLIN, an individual,  
R LEGACY RACING INC, a Utah  
corporation, R LEGACY ENTERTAINMENT  
LLC, a Utah limited liability company, and R  
LEGACY INVESTMENTS LLC, a Utah  
limited liability company,

Relief Defendants.

ORDER GRANTING MOTION TO  
APPROVE RECEIVER'S SETTLEMENT  
AGREEMENT WITH BARY G. JONES,  
JONESCO ENTERPRISES, LLC, GLJ  
LEGACY TRUST, HATSUE S JONES  
MARITAL TRUST, AND CENTRAL  
BANK, CUSTODIAN FOR THE BENEFIT  
OF BARY JONES IRA 20825

Case No. 2:18-cv-892

Judge Tena Campbell

Magistrate Judge Dustin B. Pead

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Before the Court is a Motion to Approve Receiver's Settlement Agreement with Bary G. Jones, Jonesco Enterprises, LLC, GLJ Legacy Trust, the Hatsue S Jones Marital Trust, and Central Bank, Custodian for the benefit of Bary Jones IRA 20825 (the "Motion"), submitted by Jonathan O. Hafen in his capacity as the Court-appointed Receiver for the assets of Rust Rare Coin Inc., Gaylen Dean Rust, Denise Gunderson Rust, Joshua Daniel Rust, Aleesha Rust Franklin, R Legacy Racing Inc., R Legacy Entertainment LLC, and R Legacy Investments LLC.

Based on the Motion and for good cause appearing,

IT IS HEREBY ORDERED that:

1. The Motion is GRANTED; and
2. The Settlement Agreement attached to the Motion as Exhibit A is approved.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

UNITED STATES DISTRICT COURT

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Honorable Tena Campbell  
United States District Judge