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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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,
and GAYLEN DEAN RUST, an individual,
DENISE GUNDERSON RUST, an individual,
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.

**RECEIVER'S THIRD QUARTERLY
STATUS REPORT**

*For the period April 1, 2019 to
June 30, 2019*

REDACTED

Civil No. 2:18-cv-00892-TC

Honorable Tena Campbell

Jonathan O. Hafen, the Court-Appointed Receiver for the assets of Rust Rare Coin Inc., Gaylen Dean Rust, Denise Gunderson Rust, Joshua Rust, Aleesha Rust Franklin, R Legacy Racing Inc., R Legacy Entertainment LLC, and R Legacy Investments LLC (collectively, “Receivership Defendants”), hereby submits this Third Quarterly Status Report for the period April 1, 2019 through June 30, 2019, pursuant to Section XIII, paragraph 53 of this Court’s Order Appointing Receiver and Staying Litigation, dated November 27, 2018 (the “Appointment Order”). *See* Dkt. No. 54.

As instructed by the Court, this Report addresses:

- I. A summary of the operations of the Receiver, including significant developments during the quarter.
- II. A summary of the current financial condition of the Receivership.
- III. A summary of the receipts and disbursements of the Receivership.
- IV. A description of known Receivership property, including approximate valuations, and anticipated dispositions.
- V. A description of liquidated and unliquidated claims of the Receivership, including the need for forensic and investigatory resources, approximate values of those claims, and anticipated methods of enforcing such claims.
- VI. A list of known creditors of the Receivership.
- VII. The status of creditor claims proceedings.
- VIII. The Receiver’s recommendations for continuation of the Receivership.

I. **SUMMARY OF OPERATIONS OF THE RECEIVER, INCLUDING SIGNIFICANT DEVELOPMENTS DURING THE QUARTER**

A. **General Developments**

1. **Summary Disposition Procedure.** The Receiver requested that the Court enter an order establishing a summary disposition procedure whereby interested parties could object to the Receiver’s disposition of Receivership Property without having to formally intervene in the

case. *See* Dkt. No. 155. This procedure will reduce cost to the Estate by streamlining the recovery and disposition of Receivership Property, while affording interested parties the right to be heard. The Court entered an Order allowing the Receiver to use this procedure for various issues presently before the Court. *See* Dkt. No. 165.

B. Liquidation of Real Property

1. **Sale of Ohio Raw Ground.** The Receivership included twelve acres of raw ground located in Carrolton, Ohio (the “Raw Ground”). After this Court approved the appointment of three appraisers for this property, *see* Dkt. No. 103, the Receiver contracted to sell the Raw Ground to a private buyer for \$48,500. *See* Dkt. No. 172. Because the proposed sale price for the Raw Ground was significantly more than two-thirds the average appraised value for the property, the Court approved the private sale, and the Receiver successfully closed on the property.

2. **St. George Condo.** The Receivership includes a condominium property located at 1111 S. Plantation Drive, #306, St. George, Utah. After the Court approved the appointment of three appraisers for this property, *see* Dkt. No.137, the Receiver contracted to sell the condo to a private buyer for \$375,000, which is in alignment with the appraised value for this property. *See* Dkt. No. 176. Since that time, the Court has approved the proposed sale, *see* Dkt. No. 197, and the Receiver is currently in the process of closing on the property.

3. **Huge Studios.** The Receiver and his real estate broker, Highland Commercial, have continued to move forward with the marketing and sale of Huge Studios, the music production studio located in Salt Lake City, Utah. As a result of these efforts, Highland Commercial has received several offers in excess of \$3,000,000 and is currently in the process of negotiating a final purchase price with these potential buyers.

4. **Big Door.** The real property located at 78 W Center Street, Provo, Utah 84601, is currently under contract for \$820,000, which is significantly above the average appraised value for this property. This property was previously used by Big Door as a video-production studio and was also rented out by R Legacy Entertainment as an event space called “The Brick Room.” The Court approved this sale during its last hearing, *see* Dkt. No. 225, and the Receiver expects to close on the property shortly.

5. **Alaskan Properties.** The Receivership includes the following real property located in Homer, Alaska: (1) a two-story business property located at 3657 Main Street; (2) a beach house located at 1121 Seabreeze Ct.; (3) a small building located on Homer’s spit, with an address of 4025 Homer Spit Road; and (4) and two pieces of raw ground (“Tract C” and “Lot 3A”) adjacent to the personal residence of Aleesha Rust Franklin located at 65299 Diamond Ridge Road, Homer, Alaska.

6. **Seabreeze Property.** In April 2019, the Receiver received an offer to purchase the Seabreeze Property for \$320,000, which was well within the appraised value for this property. After entering into a purchase agreement with the proposed buyer, the Receiver received a competing offer for the Seabreeze Property in the amount of \$425,000. As a result, the Receiver recommended that the Court disaffirm the first offer and accept the second and higher offer for the Seabreeze Property. *See* Dkt. No. 192. After a hearing on this matter, the Court accepted the Receiver’s recommendation and affirmed the sale of the Seabreeze Property for \$425,000. *See* Dkt. No. 210. This purchase price was significantly higher than appraised value of the property. The Receiver has successfully closed on this property.

7. **Homer Spit Property.** At the end of the last quarter, the Receiver entered into a purchase agreement to sell his leasehold interest in the Homer Spit Property for \$75,000. *See* Dkt.

No. 183. Given the unique and seasonal nature of this business property, the Receiver worked aggressively to ensure the property's sale before the summer season and to avoid certain fines, rent, and other expenses associated with the property that could have cost the Receivership Estate as much as \$25,000. *Id.* Accordingly, the Receiver requested that the Court hold an expedited hearing to approve the sale of the Homer Spit Property, which it granted. *Id.* The Court then granted the Receiver's motion to approve the sale of the Homer Spit Property for the full asking price of \$75,000. Dkt. No. 198. The Receiver has since closed on the property.

8. **Main Street Property.** The Receiver and his broker, Ash Churchill, have continued to market and solicit offers for the Main Street Property in Homer, Alaska. All three appraisal reports for this property have been obtained by the Receiver, and the Main Street Property is currently listed at \$330,000. Sale of this property will be subject to Court approval.

9. **Tract C and Lot 3A.** As set forth above, the Receiver owns two vacant lots that are adjacent to the personal residence of Aleesha Rust Franklin. While Ms. Franklin's residence was not initially within the Receivership Estate, the Receiver recently entered into a settlement agreement with Ms. Franklin wherein she agreed to convey to the Receiver title to her personal residence, among other things.¹

10. This conveyance allows the Receiver to sell the Diamond Ridge residence, Tract C, and Lot 3A as one single estate, which he believes will generate a larger purchase price than if the properties were sold individually. As such, the Receiver has obtained three appraisal reports

¹ As explained below, the settlement agreement with Aleesha Rust Franklin consists of additional terms in favor of the Receivership Estate. *See* Dkt. No. 204. Because Ms. Franklin received various funds from the Receivership Estate over the past several years, the Receiver believed that the retention of some of these funds by Ms. Franklin would be improper. *Id.* Thus, he entered into a settlement agreement with Ms. Franklin for the purpose of having her return the value of that money and those assets to the Receivership Estate. *Id.*

for the properties and is currently in the process of working with his broker to list them for sale. Sale of these properties will be subject to Court approval.

11. **Victorian House.** The Receivership includes a Victorian style home located at 734 East 200 South, Salt Lake City, Utah. For the last several months, this property has been marketed by a real estate broker who had the home under contract when the Receiver was appointed.² However, after this broker's listing agreement expired in June 2019, the Receiver retained Highland Commercial, the Receiver's broker for several other Utah commercial properties, to market the property.

12. The Receiver also recently requested, and the Court approved, the appointment of three commercial appraisals for the property. *See* Dkt No. 190, 209. As a result, the home is currently listed at \$1,350,000. Sale of the home will be subject to Court approval.

13. **Timeshare Membership.** Mr. Gaylen Rust owns a timeshare membership with Wyndham WorldMark that is fully paid for but has outstanding monthly maintenance dues that must be paid before it is sold. The Receiver is in the process of working through the documents necessary to sell that timeshare and anticipates having it listed for sale this next quarter.

C. **Liquidation of Personal Property.**

1. **Rust Rare Coin—High Value Inventory.** The Receiver is currently in the process of liquidating the high-value inventory from Rust Rare Coin Inc. ("RRC"). On May 9, 2019, the Receiver filed a motion seeking permission to liquidate and abandon certain RRC inventory. Dkt. No. 168. As part of that motion, the Receiver set forth the summary disposition procedures previously approved by the Court and informed all interested parties to file any objections to the sale no later than 30 days after service of the motion. *Id.* In response to that motion, the Receiver

² As this Court knows, that sale ultimately fell through.

received several objections from investors and former RRC customers which he is currently reviewing and analyzing. The Receiver anticipates filing a reply to these objections in the coming weeks that will include a recommendation as to how the Court should rule on these objections.

2. Once the Court determines whether to grant or deny these objections, the Receiver is fully prepared to move forward with the sale of the remaining high value RRC items. The Receiver's numismatic expert, Ian Russell, has ensured all of the coins and paper money have been graded as necessary and are ready for auction pending Court approval.

3. As the Court knows, several of the high value items are also subject to certain consignment arrangements. The Receiver has engaged in extensive communications with these alleged consignors over the past several months to determine the legitimacy and scope of these alleged agreements. These efforts have required the Receiver to sort through the RRC inventory to locate and determine which items are subject to a consignment arrangement and which are not. Based on this analysis, the Receiver expects to file a motion with the Court to address these issues.

4. **Rust Rare Coin—Bullion.** The Receiver continues to store all bullion and other commodities at a licensed storage facility pending resolution of the Receiver's motion to liquidate the RRC inventory. *See* Dkt. No. 168.

5. **Layton Inventory.** YourLDSMusicStore.com, a music distribution company operated by Defendant R Legacy Entertainment, was previously storing several thousand CDs and songbooks at a leased warehouse in Layton, Utah. After the Receiver sold the majority of these assets earlier this year, he asked two former employees to identify any remaining items that would be easily marketed to an LDS retailer. The Receiver then moved these designated items to his office to relieve the Receivership Estate of any ongoing rental expenses associated with the warehouse.

6. Despite the Receiver's repeated efforts to liquidate the remaining YourLDSMusicStore inventory, the Receiver has not received a bid from any retailer for such inventory. As such, the Receiver intends to include these assets in any forthcoming sale of the YourLDSMusicStore intellectual property or donate them to a local charity.

7. **Laptops and Computers.** After the Receiver arranged for Salt Lake Legal ("SLL") to image and wipe approximately 40 of the Receivership's laptops and computers, the Receiver sold several of the computers to SLL for \$10,800. The Receiver then arranged to have the remaining laptops sold by Erkelens & Olson at public auction on May 3, 2019. This sale ultimately generated \$17,871.25 for the Receivership Estate, making the total proceeds for these items \$28,671.25.

8. **Sale of Alaska Business Property Inventory.** Aleesha Rust Franklin previously ran a health and wellness business at the Main Street Property in Homer, Alaska. As part of that business, Ms. Franklin used equipment and inventory that was purchased by R Legacy Investment. Because the Receiver believed that the best way to generate value from these assets was to sell them back to Ms. Franklin, the Receiver entered into a settlement agreement with Ms. Franklin wherein she agreed to transfer her home to the Receiver and to pay the Receiver \$60,000 for the business' inventory and existing equipment over the next 24 months. *See* Dkt. No. 204. This agreement was approved by the Court, *see* Dkt. No. 217, and the Receiver has received \$5,000 from Ms. Franklin to date, along with title to her home in Homer, Alaska.

D. Recovery and Sale of Other Receivership Property

9. **Money at Zions Bank.** As the Court knows, several transfers involving the Receivership Defendants' bank accounts took place in the 24-hours immediately preceding the Receiver's appointment. One of these transfers was for \$1.6 million that the Receiver is actively

trying to recover. The Zions customer who initially deposited those funds into the Receivership Defendants' account is contesting the return of those funds to the Receiver and claims that they are not properly assets of the Receivership Estate. To facilitate the resolution of this issue, the Receiver is utilizing the summary disposition procedure approved by the Court and has filed a motion for turnover of these funds. Though the Receiver has not yet received a formal objection to this motion, the Receiver has been informed that the Zions customer intends to do so and will likely request discovery on this matter. The Court will ultimately decide who receives the \$1.6 million.

10. **Musician's Toolkit Intellectual Property.** Through Musician's Toolkit, Defendants created thousands of hours of high quality music instructional videos and a custom learning-management system for instructors. To ensure that the value of these assets is maximized for the Receivership Estate, the Receiver intends to retain a broker in the coming months who will help facilitate their sale. No action to sell this property will be undertaken without prior notice to interested parties and Court approval.

11. **Huge Studios Intellectual Property.** The Receiver also intends to begin working towards a potential sale of the Huge Studios intellectual property within the next several months. The Receiver anticipates that the sale of these intangible assets will likely involve a high degree of analysis given the interrelated nature of Huge Studios, Torque Entertainment, Writer's Den, and YourLDSMusicStore.

12. **The Writer's Den.** Over the last several months, the Receiver has engaged in extensive communications with potential buyers regarding the sale of The Writer's Den, LLC, a Tennessee music publication company. As a result of these efforts, the Receiver received a \$50,000 offer for Writer's Den from a third-party. To determine whether this was a fair price for the

company, the Receiver's accountants at BRG reviewed this offer and confirmed that it was reasonable in light of the company's financial history.

13. However, because there was some uncertainty as to whether Robert Rymer, the company's day-to-day manager, held an ownership interest in the company, the Receiver believed that it was in the Receivership's best interest to sell Writer's Den to Mr. Rymer. As such, the Receiver reached out to Mr. Rymer to determine whether he would be interested in purchasing Writer's Den for \$50,000. When Mr. Rymer confirmed this interest, the third-party responded by submitting a higher offer of \$60,000. As a result, the Receiver allowed Mr. Rymer to match this higher offer. After several discussions, Mr. Rymer ultimately agreed to purchase Writer's Den for \$60,000 and entered into a settlement agreement with the Receiver which the Court approved. *See* Dkt. No. 224.

14. **Torque Entertainment.** The Receiver has received requests from various Torque artists who want to purchase the rights to the albums they recorded with Torque Entertainment, a music publishing house in Tennessee.

15. One of these artists is Sarah Clanton, who alleged certain damages against the Receivership Estate and claimed an interest in her master recordings. In an effort to maximize the value of these intangible assets, the Receiver reviewed various financial information provided by BRG and engaged in negotiations with Ms. Clanton's attorney to secure a favorable purchase price for the assets. As a result of these efforts, Ms. Clanton entered into a settlement agreement with the Receiver wherein she agreed to release all claims against the Receivership Estate and pay \$9,000 for the rights to her master recordings. *See* Dkt. No. 188. This agreement was approved by the Court, *see* Dkt. No. 212, and all funds have been received from Ms. Clanton.

16. The Receiver is also currently in discussions with another artist who may be interested in purchasing her master recordings from Torque as well.

17. Once the Receiver finalizes his negotiations with these other individual Torque artists, he plans to liquidate the remainder of Torque's intellectual property. In the meantime, the Receiver has continued to file all reports and other documentation necessary to keep the company's limited liability status active in Tennessee.

18. **CC Soundhouse.** For several months, the Receiver engaged in ongoing negotiations with CC Soundhouse, a music performance studio, regarding Gaylen Rust's ownership interest in CC Soundhouse. According to the records reviewed by the Receiver in connection with these negotiations, it appeared that Gaylen Rust invested in excess of \$1 million into CC Soundhouse in exchange for a 5% share of the company.

19. However, after several offers were exchanged between the parties, CC Soundhouse informed the Receiver that it had retained new legal counsel and wanted to restart all settlement discussions. As such, the Receiver is now engaging in extensive discussions with new counsel for CC Soundhouse to try and reach a resolution on this matter. The Receiver will seek Court approval before finalizing any agreement with CC Soundhouse.

20. **Angler's Roost.** The Receiver recently confirmed that Gaylen Rust owns a 9.49% interest in Angler's Roost, LLP, a 15-acre campground and RV park in Hamilton, Montana. The company is currently listed for sale by the owners, and they are working with potential buyers to negotiate a sale price for the business. While it is unclear at this time how much Gaylen Rust's ownership interest is worth, the Receiver is currently in communication with the company's manager and has requested copies of the company's financial records for his accountants to review.

The Receiver will seek Court approval before finalizing any sale of the Estate's interest in Angler's Roost.

21. **Eazy Tracks.** Eazy Tracks, LLC is a company that was formed to develop an app that would allow users to playback masters on their cellular devices. Based on information reviewed by the Receiver, it appears that R Legacy Entertainment invested approximately \$74,000 into Eazy Tracks and holds a 25% interest in the company. To determine the company's current value, the Receiver has reviewed various financial information for the company and has engaged in ongoing discussions with Eazy Tracks. The Receiver is hopeful that a settlement agreement regarding R Legacy Entertainment's interest and investment in Eazy Tracks will be reached in order to avoid legal proceedings. The Receiver will seek Court approval before finalizing any settlement agreement with Eazy Tracks.

22. **U.S. Bank Accounts.** Earlier this year, the Receiver identified two additional bank accounts at U.S. Bank that belonged to Torque Entertainment and Writer's Den. In total, the accounts held approximately \$8,000. After providing U.S. Bank with the necessary legal information, these funds were successfully recovered by the Receiver and are currently held in a Receivership bank account.

23. **Documents, Records, and Information from Receivership Defendants.** After collecting all of the documents from the various Receivership entities, the Receiver has finished indexing the approximately 111 boxes of recovered documents. These documents continue to be reviewed and analyzed as necessary.

24. **Investor Communications.** The Receiver continues to post updates to its website (rustrarecoinreceiver.com) when filings are made to the Court and has also distributed copies of

all filings and notices to the approximately 700 individuals listed on the Receiver's master mailing matrix.

25. **Insurance.** The Receiver has continued to ascertain, renew, and manage the insurance policies for Receivership real and personal property located in Utah, Ohio, Tennessee, and Alaska. This has involved monitoring policy statuses and coordinating the payment of all necessary insurance policy premiums so that the Receivership property remains adequately insured. As properties have been liquidated, the Receiver has cancelled the corresponding insurance policies to reduce costs to the Estate.

26. **Tax Issues.** Given the limited time to resolve some of the more complex tax issues, the Receiver's accountants at BRG requested a filing extension with the IRS which was granted. To assist BRG with these filings, the Receiver has collected and compiled a list of the Receivership's property and estimated value for his accountants' review. The Receiver is currently assisting BRG in preparing necessary tax returns.

II. **SUMMARY OF THE CURRENT FINANCIAL CONDITION OF THE RECEIVERSHIP.**

27. The Receiver had sufficient cash during the quarter to cover all expenses of the Receivership Estate, and believes that he will continue to have sufficient cash in the Estate to cover all foreseeable expenses. The Receiver is not concerned that the Estate will be unable to cover its ongoing expenses as the Receiver, his counsel and his accountants at BRG, have agreed to refrain from taking any fees until the Estate recovers at least three times the amount of their fees. The Receiver is confident that through the liquidation of assets and claw back recoveries, the Receivership Estate will have sufficient funds to cover all Receivership expenses and make a return to victims. To date, the Receiver and his team's efforts have already recovered over \$4 million for

the Receivership Estate. While it is too early for the Receiver to estimate the total potential return to victims, he will provide that analysis at the appropriate time in a future report.

III. **DESCRIPTION OF RECEIPT AND DISBURSEMENTS.**

28. The Receiver continues to collect outstanding accounts receivable for the Receivership Defendants. A schedule of the receipts and disbursements of the Receiver is attached hereto as Exhibit A.

29. The Receiver is still in the process of identifying and securing the assets of the Receivership Defendants and determining the scope of the Receivership Estate. The Receiver has not made any disbursements to investors or pre-Receivership creditors of the Receivership Estate in this quarter.

IV. **DESCRIPTION OF ALL PHYSICAL RECEIVERSHIP PROPERTY.**

30. Outlined above is a description of the physical Receivership assets known to the Receiver, along with their values. The Receiver is still in the process of determining the value of various assets in the Receivership Estate, and the value of certain assets will not be finally determined until they are sold to an arms-length buyer.

V. **DESCRIPTION OF LIQUIDATED AND UNLIQUIDATED CLAIMS.**

31. The Receiver has continued to work with his accountants at BRG to identify potential liquidated and unliquidated claims. This has involved subpoenaing several documents from various investors who failed to fill out and return the Receiver's questionnaire that was sent out earlier this year. The Receiver and his accountants believe that these records will help identify additional net winners going forward. While this analysis is still ongoing, the Receiver believes that there will likely be millions of dollars that can be recovered from such winners for the Receivership Estate.

32. As these potential net winners are identified, the Receiver continues to engage in various discussions and negotiations with them regarding their investment with RRC and Gaylen Rust. The Receiver has drafted and sent out multiple demand letters to potential claw back defendants and will begin filing ancillary lawsuits against these net winners if the Receiver is unable reach favorable agreements with them. The Receiver continues to remain hopeful that many of the fraudulently transferred funds will be recovered without having to resort to litigation. A summary of the settlement agreements entered into this quarter is below.

33. **Costanzo Settlement Agreement.** David and Deborah Costanzo (the “Costanzos”) invested \$3,050,000 into Gaylen Rust’s silver investment scheme. Although the Costanzos only recovered approximately \$5,000 more than their principal investment, the Receiver sought to claw back the entire \$3,050,000 investment due to the Costanzos’ knowledge of the Ponzi scheme. As such, the Receiver and the Costanzos entered into a settlement agreement wherein the Costanzos agreed to return \$2,905,551 to the Receivership Estate, which is \$150,000 less than the total amount paid to the Costanzos by Mr. Rust. *See* Dkt. No. 175. However, of this \$150,000, \$130,000 was an advanced distribution from the Receivership Estate towards the Costanzos’ claim in this case, and only \$20,000 was a discount for the Costanzos’ cooperation and assistance to the FBI in discovering the fraud. *Id.*

VI. **LIST OF KNOWN CREDITORS OF THE RECEIVERSHIP.**

34. The Receiver continues to receive submissions on his website of potential claimants of the Receivership Estate. The Receiver will provide a copy of this list to the Court. Because the list contains personal information regarding the names and addresses of investors and creditors, the Receiver will seek to file such list under seal. This list of creditors is identified as Exhibit B.

VII. **STATUS OF CREDITOR CLAIMS PROCEEDINGS.**

35. Within the next several weeks, the Receiver intends to file a motion with the Court asking it to approve the proposed claim procedures and claim form developed by the Receiver and his team. Once the claim process is finalized and approved, the Receiver intends to send out notice of the claim process to all interested parties known to the Receiver. The Receiver expects that this will be an extremely large undertaking and that several hundred claims will be filed against the Receivership Estate.

36. The Receiver also continues to receive completed questionnaires and supporting documentation from various investors. The data provided by these questionnaires is being used by BRG to inform their “sources and uses” analysis, which is still ongoing and will likely be complete sometime in the next several weeks.

37. The Receiver and his team also continue to meet with and answer questions from inquiring investors and creditors to ensure that they remain informed about the Receivership’s progression.

VIII. **RECOMMENDATION TO CONTINUE THE RECEIVERSHIP.**

38. The Receiver believes that significant value remains in the Receivership Estate. Several pieces of real property remain to be sold, and the Receiver is still in the process of initiating and resolving claw back actions for the Receivership Estate. The Receiver anticipates that these actions will generate a significant amount of additional funds for the victims of Mr. Rust’s Ponzi scheme.

39. Moreover, the Receiver is still in the process of finalizing and implementing a claims process, which will eventually lead to a distribution plan to investors and other claimants. Accordingly, the Receiver recommends the continuation of the Receivership.

DATED this 30th day of July, 2019.

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CERTIFICATE OF SERVICE

I hereby certify that service of the above **RECEIVER'S THIRD QUARTERLY STATUS REPORT** was (1) emailed to all those on the master mailing matrix maintained by the Receiver; (2) posted on the Receiver's website (rustrarecoinreceiver.com); and (3) electronically filed with the Clerk of the Court through the CM/ECF system on July 30, 2019, which sent notice of the electronic filing to all counsel of record, as indicated below:

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