

Joseph M.R. Covey (7492) ([jcovey@parrbrown.com](mailto:jcovey@parrbrown.com))  
Cynthia D. Love (14703) ([clove@parrbrown.com](mailto:clove@parrbrown.com))  
PARR BROWN GEE & LOVELESS, P.C.  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Telephone: (801) 532-7840  
Facsimile: (801) 532-7750

*Attorneys for Jonathan O. Hafen as Receiver*

---

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

---

JONATHAN O. HAFEN, in his capacity as  
Court-appointed Receiver,

Plaintiff,

v.

STEVEN AULT and CONNIE AULT, in  
their individual capacities, MAX ZIPLINE,  
INC., a corporation, THE AOK FAMILY  
TRUST, and ROVER FLATTS, a dba of  
Steven and Connie Ault,

Defendants.

**RECEIVER’S REPLY IN SUPPORT OF  
MOTION TO ENFORCE SETTLEMENT  
AGREEMENT**

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

Judge Tena Campbell

---

Pursuant to Rule 7 of the *Federal Rules of Civil Procedure* and DUCivR 7-1, Jonathan O. Hafen, in his capacity as Court-appointed Receiver (the “Receiver”), respectfully submits this Reply in Support of Receiver’s Motion to Enforce Settlement Agreement.

On February 8, 2022, the Receiver filed his Motion to Enforce Settlement Agreement, seeking to enforce a settlement agreement between the Receiver and the above-named defendants. *See* Dkt. No. 441. The settlement agreement at issue concerned recovery of fraudulent “profits” paid to Defendants as part of their participation in the Silver Pool Ponzi

scheme operated by Gaylen Rust, Rust Rare Coin, Inc., and various affiliated individuals and entities. *Id.* at 2-3 & Ex. A.

In the settlement agreement, Defendants acknowledged that they received \$156,839.00 in excess of the amounts they invested in the Silver Pool and agreed to pay the Receiver \$150,000 in full settlement of the Receiver's claims. *Id.* Despite executing the settlement agreement, Defendants have not paid the agreed-upon amounts. *Id.*

On March 1, 2022, Steven and Connie Ault (the "Aults") submitted a response to the Receiver's Motion, which was lodged with the Court on March 2, 2022 by the Receiver and in accordance with the Court's Summary Disposition Procedure. *See* Dkt. No. 445. The Aults' response details a number of financial difficulties suffered by the Aults, but does not dispute the facts underlying the Receiver's Motion. For example, the Aults do not dispute that they received more than \$150,000 in excess of the amounts they invested in the Silver Pool. Nor do the Aults dispute that they entered into the settlement agreement with the Receiver or that they have not paid the amounts required under that agreement. Although the Receiver acknowledges that the Aults—like all of the victims of the Silver Pool Ponzi scheme—have suffered as a result of the actions of Gaylen Rust, nothing in the Aults' response undermines the Receiver's Motion.

As detailed in the Motion, the Court has jurisdiction to enter a civil judgment against Defendants in the amount owed under the settlement agreement. The settlement agreement constitutes a binding contract, negotiated and executed by Defendants and the Receiver. Consequently, the Receiver respectfully requests that the Court enforce the settlement agreement and enter judgment against Defendants and in favor of the Receiver in the agreed-upon amount of \$150,000.

DATED this 2nd day of March 2022.

PARR BROWN GEE & LOVELESS, P.C.

*/s/ Cynthia D. Love*

\_\_\_\_\_  
Joseph M.R. Covey

Cynthia D. Love

*Attorneys for the Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that service of the above RECEIVER'S REPLY IN SUPPORT OF MOTION TO ENFORCE SETTLEMENT AGREEMENT 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 electronically filed through the Court's CM/ECF system on March 2, 2022, which sent notice to all counsel of record.

*/s/ Cynthia D. Love*

---