

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

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|------------------------------|---|-------------------------|
| UNITED STATES SECURITIES AND |) | |
| EXCHANGE COMMISSION, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | NO. 1:15-cv-659-JMS-MJD |
| |) | |
| VEROS PARTNERS, INC., |) | |
| MATTHEW D. HAAB, |) | |
| JEFFERY B. RISINGER, |) | |
| VEROS FARM LOAN HOLDING LLC |) | |
| TOBIN J. SENEFELD, |) | |
| FARMGROWCAP LLC, and |) | |
| PINCAP LLC, |) | |
| |) | |
| Defendants. |) | |
| |) | |
| PIN FINANCIAL LLC, |) | |
| |) | |
| Relief Defendant. |) | |

**DEFENDANT TOBIN J. SENEFELD’S REPLY IN SUPPORT OF HIS MOTION TO
STAY CASE MANAGEMENT PLAN DEADLINES**

The Securities and Exchange Commission (“SEC”) has identified no real prejudice from a stay of the case management plan deadlines in this matter, other than a delay in a trial in this matter, which is hypothetical as no trial date has been set. *Cf. Omega Demolition Grp. v. Ind. Comp. Rating Bureau*, 2016 U.S. Dist. LEXIS 38228, at * 3 (S.D. Ind. March 23, 2016) (Baker, M.J.) (“In deciding whether to grant a stay under its inherent power, the Court considers three factors: (i) whether a stay will unduly prejudice or tactically disadvantage the non-moving party, (ii) whether a stay will simplify the issues in question and streamline the trial, and (iii) whether a stay will reduce the burden of litigation on the parties and the court.”) (internal quotation and

citation omitted). Conversely, as demonstrated in Defendant Tobin J. Senefeld's ("Senefeld") Motion to Stay Case Management Plan Deadlines, a ruling on his Motion for Summary Judgment could resolve all issues in this litigation without further expense by either party. The SEC may have unlimited resources to incur potentially unnecessary litigation expense; Senefeld does not.

Moreover, as the SEC identifies, there are upcoming case management plan deadlines that would be mooted by a stay, preventing additional cost and attorneys' fees by avoiding them unless necessary, including, for example, filing Final Witness and Exhibit Lists that would be unnecessary if this matter is resolved without a trial or completing damages discovery, which would be moot if the Court rules in Senefeld's favor on liability. No case management plan deadlines have previously been enlarged, and, because a case management plan is designed to "set forth a realistic roadmap for securing a just, speedy, and *inexpensive* resolution of the action[.]" the Court "routinely grants CMP modifications." *Stelor Productions, LLC v. Mendell*, 2008 U.S. Dist. LEXIS 104308, at * 8 (S.D. Ind. Nov. 21, 2008) (Baker, M.J.) (emphasis added). When the initial case management plan was entered almost a year ago, Senefeld necessarily could not have identified all possible grounds for summary judgment or even whether there would be any grounds for summary judgment. *Cf. id.* (enlarging various case management plan deadlines even despite "the numerous times the parties have requested and received enlargements of the CMP deadlines.").

The Court should take into account the current circumstances and posture of this lawsuit, the lack of any prejudice to the SEC in staying this matter pending a ruling on Senefeld's dispositive motion, the potential unnecessary continued litigation expense if that motion is

granted, the burden on Senefeld in incurring expenses that might otherwise be avoided, and grant a stay of the case management plan deadlines.

Respectfully submitted,

/s/ Jeanine Kerridge

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Attorney for Defendant Tobin J. Senefeld

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 31st day of May, 2016, a copy of the foregoing was filed electronically using the CM/ECF system and is available to all counsel of record using same.

/s/ Jeanine Kerridge