

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

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.)

**EMERGENCY UNOPPOSED MOTION FOR RELEASE OF FUNDS TO DEFENDANT
TOBIN J. SENEFELD**

Defendant Tobin J. Senefeld (“Senefeld”), with agreement from Plaintiff, Securities and Exchange Commission (the “SEC”), and the Court-appointed Receiver, William E. Wendling Jr. (“Wendling”), hereby requests that the Court allow Wendling to make an immediate payment to Senefeld of \$15,000.00 as a partial payment for services Senefeld rendered to the Receiver in bringing a \$310,000.00 fee into Pin Financial, LLC (“Pin Financial”), and in support hereof states as follows:

1. Under the Preliminary Injunction Order entered by this Court on May 7, 2015 [Doc. 48], Senefeld is authorized to continue to serve as President and CEO of Pin Financial, the Relief Defendant, under the supervision of Wendling as Receiver.

2. Senefeld has been working under Wendling's supervision to finalize a deal for which Pin Financial was contractually entitled to receive a fee of seven percent (7%) of the amount of the loan secured by Senefeld and Pin Financial.

3. By Motion of the Receiver [Doc. 80] and through Order of this Court [Doc. 82], the amount of the fee Pin Financial received was renegotiated to four percent (4%) of the loan amount obtained. Pin Financial accordingly received payment of \$310,000.00.

4. By Motion of Senefeld [Doc. 81] and Order of this Court [Doc. 83], the Receiver has authority to supervise and administer the financial account of Pin Financial. Accordingly, the fee received by Pin Financial is under the control of Wendling.

5. All parties agree that Senefeld has earned payment for his services in assisting the Receiver and bringing the fee to Pin Financial. While the parties have not determined the exact amount that should be paid, the SEC and Wendling have agreed that Senefeld may now be paid \$15,000.00. If additional amounts subsequently are requested, a separate motion will be made to the Court.

6. Senefeld has immediate, pressing needs for funds to pay living expenses, including mortgage and car payments. He is providing records of those expenses to the Receiver and the SEC. Accordingly, this request for relief is being made on an emergency basis.

7. Senefeld requests that the funds be transferred into a Chase Bank account in the name of his wife, Mary Ellen Senefeld, XXXX0560.

8. The remaining funds received by Pin Financial will continue to remain under the control and supervision of the Receiver.

WHEREFORE, Defendant Tobin J. Senefeld respectfully requests that the Court allow the Receiver, William E. Wendling, Jr., to transfer \$15,000.00 of the Pin Financial fee to Senefeld, and all other just and proper relief.

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 27th day of July, 2015, 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