U.S. DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,	
Plaintiff,	
v.	**Case No. 15-cv-659**
VEROS PARTNERS, INC, MATTHEW D. HAAB, JEFFERY B. RISINGER, VEROS FARM LOAN HOLDING LLC, TOBIN J. SENEFELD, FARMGROWCAP LLC, and PINCAP LLC,	
Defendants,	**Jury Trial Demanded**
PIN FINANCIAL LLC,	
Relief Defendant.	

COMPLAINT

Plaintiff, the U.S. Securities and Exchange Commission ("the SEC"), alleges as follows:

Nature of the Case

1. Defendants Veros Partners, Inc. ("Veros"), an SEC-registered investment adviser located in Indianapolis, Indiana, and Matthew D. Haab, its president, have fraudulently raised at least $15 million from at least 80 investors. Veros and Haab raised those funds, mostly from Veros' own clients, in two separate farm loan offerings.

2. In each offering, the investors purchased securities issued, in 2013, by Defendant Veros Farm Loan Holding LLC ("VFLH" or the "2013 Offering"), and in 2014, by Defendant FarmGrowCap LLC ("FarmGrowCap" or the "2014 Offering"). VFLH and FarmGrowCap are

controlled and operated by Haab and two associates, Defendants Jeffery B. Risinger and Tobin J. Senefeld.

3. The investors in the 2013 and 2014 Offerings were informed, orally and in writing by Haab, and in the written offering documents, that investor funds would be used to make short-term operating loans to farmers for the 2013 and 2014 growing seasons. Contrary to these representations, although some investor money was loaned to the farms, significant portions of the loan proceeds were not used for current farming operations but were used to cover the farms' prior, unpaid debt. In addition, Haab, Risinger, and Senefeld used money from the 2013 and 2014 Offerings to make at least $7 million in payments to investors in other offerings and to pay themselves over $800,000 in undisclosed "success" and "interest rate spread" fees. They also repeatedly misled investors about the risks, nature, and performance of the investments and underlying farm loans. Among other things:

(a) During 2013, Haab used approximately $2.8 million of investor funds from the 2013 Offering to pay off investors in earlier farm loan offerings when those farms did not fully repay their 2012 loans, without informing investors that they intended to do so. Haab and Risinger did not disclose the 2012 loan defaults to the 2013 investors, nor did they disclose that the 2012 unpaid loan balances were included in loans involved in the 2013 offering. Without disclosure to investors, they also transferred more than $1.9 million in repayments on farm loans made under the 2013 Offering to repay investors in a 2014 "Bridge Loan" Offering that was set to mature on the same date.

(b) In 2014, after Haab learned that several of the farms involved in the 2013 Offering would not repay their 2013 loans on time, Haab, with the assistance of

Risinger, used over $2.4 million of investor funds from the 2014 Offering to repay investors in the 2013 Offering and in the earlier2014 Bridge Loan Offering, without informing investors that they intended to do so.

(c) Knowing that the actual amounts repaid by the farmers on the 2013 loans would be far less than what was necessary to fully repay all of the 2013 investors, Haab urged many of those investors to "roll over" their principal into the 2014 Offering. Haab falsely represented to them that both the 2013 investors and the 2013 loans had been repaid in full.

(d) Haab and Risinger then "rolled" over $7.5 million of unpaid investor principal from the 2013 and 2014 Bridge Loan Offerings into the 2014 Offering, and raised approximately $3.7 million in new investor funds.

4. To date, less than $5 million of the approximately $12 million in loans owed in connection with the 2014 Offering have been repaid. All but one of the loans in the 2014 Offering are past due and, according to the Defendants, the loans, most of which included unpaid balances from prior years, will not be repaid in the near future. In addition, the approximately $7 million still owed on those loans ($3 million of which is the subject of a recently filed collection action) is not sufficient to repay the 2014 investors, who are owed a total of approximately $9 million in principal and interest, and are due to be repaid on April 30, 2015.

5. However, the farm loan defaults and looming investment shortfall were not disclosed to the investors in the 2014 Offering. Defendants Haab, Risinger, and Senefeld have advised the Commission that their only recourse to repay the investors is by fees they expect to receive from other existing or planned offerings, including at least two 2015 farm loan offerings to Veros clients through which they are seeking to raise almost $25 million.

6. The Commission brings this action to enjoin Defendants from raising additional investor funds, to prevent them from ensnaring more victims in their scheme, and to prevent the further dissipation of investor assets. The Commission also seeks the disgorgement of Defendants' ill-gotten gains, as well as prejudgment interest and significant civil penalties.

Jurisdiction and Venue

7. The Commission brings this action pursuant to Section 20(b) of the Securities Act of 1933 ("the Securities Act") [15 U.S.C. §77t(b)], Section 21(d) of the Securities Exchange Act of 1934 ("the Exchange Act") [15 U.S.C. §§78u(d)], and Section 209(d) of the Investment Advisers Act of 1940 ("the Advisers Act") [[15 U.S.C. §§ 80b-9(d)]. This Court has jurisdiction over this action pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v], Section 27(a) of the Exchange Act [15 U.S.C. § 78aa], Section 214(a) of the Advisers Act [15 U.S.C. § 80b-14(a)] and 28 U.S.C. § 1331.

8. Venue is proper in this Court pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v], Section 27(a) of the Exchange Act [15 U.S.C. § 78aa] and Section 214(a) of the Advisers Act [15 U.S.C. § 80b-14], because the Defendants reside in this District and the acts, practices and courses of business constituting the violations alleged in this Complaint have occurred within this District and elsewhere.

Defendants

9. Veros Partners, Inc. ("Veros") is an investment adviser based in Indianapolis, Indiana. Veros has been registered with the Commission as an investment adviser since 2006. As of March 2015, Veros had almost 300 advisory clients and approximately $160 million in assets under management. In addition to its advisory business, Veros also offers its clients business consulting and tax services.

10. Matthew D. Haab, age 43, is an accountant and financial planner living in Indianapolis, Indiana. Haab founded Veros in 2000, and still owns a significant percentage of the company. Haab currently serves as Veros' President, Treasurer, one of its directors, and Chief Compliance Officer. Haab also manages the firm's investment advisory business.

11. Jeffrey B. Risinger, age 59, is an attorney living in Fishers, Indiana. Since at least 2012, Risinger has worked with Haab to structure and manage private farm loan investments, mainly for Veros' advisory clients. Since 2013, Risinger has been a registered representative with Pin Financial LLC, a broker-dealer registered with the Commission.

12. Tobin J. Senefeld, age 48, lives in Indianapolis, Indiana. Senefeld is the CEO of, and a registered representative with, Pin Financial LLC. Since at least 2010, Senefeld has worked with Haab and Risinger to originate private farm loan investments offered to Veros' advisory clients. In 1999, the SEC charged Senefeld with engaging in a fraudulent, free-riding scheme as a registered representative of a now-defunct broker-dealer. Senefeld settled those charges and was ordered to cease and desist from violations of the Securities and Exchange Acts, he paid a $25,000 civil penalty, and he served a twelve-month suspension from associating with any broker-dealer.

13. Veros Farm Loan Holding LLC ("VFLH) is in Indiana limited liability company managed by Veros. VFLH is the issuer of the securities in the 2013 Offering. It was formed in 2013 as a holding company to receive investor funds and loan them to PinCap LLC. Then PinCap then made farm loans underlying the 2013 Offering through its subsidiary, FarmGrowCap LLC.

14. FarmGrowCap LLC ("FarmGrowCap") is an Indiana limited liability company based out of Risinger's law office in Carmel, Indiana. FarmGrowCap issued the securities in the

2014 Offering and was used by Risinger, Haab, and Senefeld used to originate and manage the farm loans in the 2013 and 2014 Offerings. FarmGrowCap was owned by PinCap LLC until 2014, when Risinger transferred sole ownership to himself.

15. PinCap LLC ("PinCap") is an Indiana limited liability company based out of Risinger's law office in Carmel, Indiana. PinCap issued the securities in the 2014 Bridge Loan Offering and is owned by Veros, Risinger, and Senefeld, and managed by Risinger, Senefeld, and Haab. PinCap was an entity used by Risinger, Haab, and Senefeld to make and manage private offerings in which Veros clients invested.

Relief Defendant

16. Pin Financial LLC ("Pin Financial") is a New York limited liability company and SEC-registered broker-dealer based in New York, New York. Pin Financial has acted as placement agent for private offerings made to Veros advisory clients. Risinger and Senefeld acquired Pin Financial in or around 2013, and currently PinCap is the majority owner of the company. Pin Financial has been registered with the Commission as a broker-dealer since 2005.

Facts

A. Veros and Its Advisory Clients

17. Veros has approximately 300 advisory clients. Matthew Haab manages Veros' investment advisory business, and personally manages the accounts of over 175 Veros clients. Veros currently manages approximately $160 million in client assets. Of this amount, about 45% is invested in stocks and other public equities; about 25% is invested in corporate bonds and bond ETFs, and around 25% (approximately $40 million) is invested in private offerings.

18. Veros generally has complete discretion over the investments in these advisory client accounts. Accordingly, Veros can and does make investment decisions for its clients

without obtaining prior approval. However, Veros generally has sought and obtained client approval prior to making the private farm loan investments which are at issue in this case.

19. Veros charges its clients an annual management fee ranging from .5% to 1.5% of the client's assets under management. In each of the past three years, Veros collected about $1.3 million in management fees. Between his salary and profit distributions, Haab personally received over $200,000 from Veros in each of the past three years.

B. Veros' Decision to Engage in Private Offerings

20. After the 2008 financial crisis, Haab began looking for private investment opportunities for Veros' advisory clients. In 2009, Senefeld approached Haab with a farm loan opportunity which Haab decided to offer to Veros' clients and others through a private offering.

21. Over the next few years, Senefeld approached Haab with a number of other investment opportunities. With Risinger's assistance, Haab created a number of private investments and offered them to Veros clients and others. Between 2012 and 2015, Veros and its affiliates raised nearly $100 million from investors in more than 50 separate private offerings. Almost all of the investor funds raised in these offerings came from Veros' advisory clients, and most of these offerings involved loans to farmers.

22. Risinger and Senefeld have worked together in about 40 of Veros' private offerings, including most of the farm loan offerings. Senefeld has described himself as a "matchmaker" who found farmers in need of financing and then negotiated the terms of potential farm loans. Senefeld knew these loans would be funded by Veros' clients, and that Haab and Risinger would handle the offerings. Risinger was responsible for structuring the private offerings, and drafting the offering documents and farm loan agreements.

C. An Overview of the Farm Loan Offerings

23. A farm "operating loan" is a loan that farmers use to pay for seed, fertilizer, equipment, and other expenses associated with the farm's operations for given year. In 2012, 2013 and 2014, Veros and Haab offered Veros advisory clients and others the chance to invest in certain private offerings that were intended to fund 12- to 14-month operating loans for farmers during a particular crop season (*i.e.*, from the spring of that year until the spring of the following year).

24. Veros offered investments in the farm operating loans through separate private offerings in the spring of each crop season. Each offering had a separate group of investors and matured in the spring of the following year. Haab and Veros represented to investors that investor money would be lent to farmers in the spring for crop inputs (*e.g.*, seed, land leases) and would be repaid by farmers over the next year as they sold the crop or collected crop insurance payments.

25. For both the 2013 Offering and the 2014 Offering, by the end of the 12 to 14 month loan period, the investors were supposed to be repaid all of their principal, plus additional interest. The additional interest typically was around 10% annualized or higher. Veros was responsible for collecting and disbursing all investor funds.

D. The 2012 Offerings

26. In the spring of 2012, Haab solicited Veros clients and others to invest in two separate farm loan offerings ("Farm Loan Offering A" and "Farm Loan Offering B" or, collectively, the "2012 Offerings"). In Farm Loan Offering A, Veros raised $3.37 million from 35 investors, and Haab personally invested $50,000. The corresponding operating loan to Farm A was $3.37 million. In Farm Loan Offering B, Veros raised $1.43 million from 24 investors,

including $25,000 from Haab. The corresponding operating loan to Farm B was also $1.43 million.

26. Almost all of the investors in the 2012 Offerings were Veros clients. The investors in the 2012 Offerings were entitled to be repaid with interest -- 12% for Farm Loan Offering A and 13.5% for Farm Loan Offering B -- on March 30, 2013.

27. Senefeld negotiated the terms of the loans with the farmers who received funds through the 2012 Offerings. In return, Senefeld received a fee of 6% of the amount raised through Farm Loan Offering A, and 4% of the amount raised through Farm Loan Offering B.

28. Risinger prepared the offering materials and loan agreements for the 2012 Offerings, and was paid $35,000 in legal fees.

29. Veros was paid a $60,000 administrative fee for managing the investors' funds and acting as a liaison between the farmers and investors. All these fees were disclosed in the Private Placement Memoranda ("PPM) for the 2012 Offerings, and were paid from the funds invested in those offerings.

30. However, as of March 30, 2013, the investors in Farm Loan Offering A had been paid less than $330,000, and were owed almost $3.3 million. As of the same date, the investors in Farm Loan Offering B had been paid around $840,000, and were owed approximately $700,000. Neither Farm A nor Farm B repaid their 2012 operating loan in full on March 30, 2013, as required under the loan agreements.

E. The 2013 Offering

31. In February 2013, Haab solicited Veros clients and others to invest in a farm loan offering for the 2013 crop season. Haab told prospective investors that a number of operating

loans to different farms would be funded by the 2013 Offering. Haab recommended the 2013 Offering as a replacement for fixed-income securities like corporate bonds.

32. In late February 2013, Haab drafted a term sheet for the 2013 Offering and sent it to prospective investors. The term sheet stated that a PinCap subsidiary, FarmGrowCap, would use investor funds to make one-year "operating loans" to at least six different farms for the 2013 crop season. The term sheet also disclosed Veros' ownership interest in PinCap and FarmGrowCap.

33. The term sheet further stated that in the 2013 Offering there were no fees other than Versos' annual management fee and an annual consulting and administrative fee paid to Veros for services provided to FarmGrowCap.

34. The PPM for the 2013 Offering stated that investors could purchase "secured loan units" in VFLH, which was an entity managed by Veros. The PPM further stated that VFLH would use investor funds to make a loan to PinCap, to be used for three purposes: (a) to fund loans to farmers made by PinCap's subsidiary, FarmGrowCap; (b) to complete PinCap's purchase of Pin Financial; and (c) to provide operating capital for both FarmGrowCap and Pin Cap.

35. The PPM identified Haab, Risinger, and Senefeld as PinCap's "management team" and listed Haab as the investor contact. Veros was responsible for collecting and disbursing investor funds.

36. The PPM for the 2013 Offering, which was drafted by Risinger, stated that VFLH would make "12- to 14-month . . . operating loans to farmers" and that it had already sourced 4 farm loans in the amount of approximately $6.7 million for "the 2013 crop season". The PPM also stated that FarmGrowCap was contemplating making another farm loan in the amount of

$1.8 million. The PPM did not disclose that funds would be disbursed to farmers for any purpose other than to be used an operating loan.

37. The PPM for the 2013 Offering did not disclose that investor funds would be used to repay investors in the 2012 Offerings, or to pay off or refinance any farm loans. Haab reviewed and made comments on drafts of the PPM for the 2013 Offering before it was final. And Senefeld received multiple drafts of the PPM for the 2013 Offering before it was provided to any investors.

Haab Used 2013 Investor Money to Repay Investors in the 2012 Farm Loans

38. Veros raised $9.7 million from 65 investors for the 2013 Offering, all but 8 of whom were Veros advisory clients. Investors in the 2013 Offering deposited their money into a business checking account which Haab established for the 2013 Fund, and in which he controlled all disbursements.

39. Because Farm A and Farm B did not pay off their 2012 operating loans in full, Haab could not fully repay the 2012 Offering investors from the 2012 loan repayments. Between March and November 2013, Haab used approximately $2.8 million of investor funds from the bank account established for the 2013 Offering to repay investors in the 2012 Offerings, including himself. Haab did not personally invest in the 2013 Offering.

40. For example, on April 12, 2013, Haab transferred approximately $1.26 million in investor money from the 2013 Offering bank account to the bank account used for the 2012 Farm Loan Offering A, which at that time had a balance of $520,942. Later that same day, Haab wired all the money in that account to the 2012 Farm A investors. As an investor in Farm Loan Offering A, Haab personally received over $25,000 from that wire transfer.

41. Senefeld was personally involved in at least one of these payments. In March 2013, Senefeld directed a FarmGrowCap employee to send wire instructions to Haab so that Farm Loan Offering B investors could be paid with funds contributed by investors in the 2013 Offering. The wire instructions related to a $375,000 farm loan which was part of the 2013 Offering. Senefeld's instructions advised Haab that the farm's bank account should receive less than half of that amount, and that $115,000 was to be used to "pay to investors" as part of the "2012 Loan Payoff." Haab has testified that this was a payoff of 2012 investors with money from the 2013 Offering.

Haab Paid PinCap, Risinger and Senefeld Undisclosed Fees

42. Risinger and Senefeld used PinCap to charge origination fees for seven of the eight farm loans that were funded by the 2013 Offering. Risinger and Haab referred to these assessments as "success" fees, which ranged from 1% to 12% of the total amount the farmer was obligated to repay. In the case of Farm A and Farm B, this was less than the amount of loan proceeds each received for the 2013 crop season.

43. For example, Farm B's loan agreement reflected a loan amount of $375,000, but the farmer actually received only about $150,000 in 2013. The balance of the new "loan" consisted of unpaid debt carried over from its 2012 loan which was the subject of the 2012 Offering, as well as an early 2013 loan. Nevertheless, PinCap's "success fee" from this loan was 7% of the full $375,000, or about $26,000.

44. These success fees were paid to PinCap out of the bank account for the 2013 Offering – the same account that held investor money – after loan proceeds were disbursed to a farmer, rather than when the farmer ultimately repaid the loan with interest.

45. Risinger and Senefeld received over $700,000 in "success" fees, paid through PinCap, from the 2013 Offering. They also received over $100,000 in "interest rate spread" fees. All of these payments were approved by Haab, and were PinCap's only source of revenue in 2013.

46. None of the offering materials sent to investors in the 2013 Offering disclosed that PinCap, Risinger or Senefeld would be paid "success" fees or "interest rate spread" fees. Haab and Risinger admitted in SEC testimony that the fees were not disclosed to investors – in PPMs or otherwise – before they invested.

47. PinCap, in turn, used a portion of the fees it received from the 2013 Offering to pay approximately $214,000 in "consulting" fees to Veros. These fees were paid in a manner that was contrary to the disclosures for the 2013 Offering.

48. The PPM for the 2013 Offering stated that PinCap would pay a consulting fee to Veros that would not exceed 2% of the principal raised from investors, and would depend in part on whether the 2013 Fund "achiev[ed] its investment objectives." However, the $214,000 in consulting fees which PinCap paid Veros exceeded 2% of the $9.7 million raised from investors. Further, the 2013 Offering never achieved its investment objectives because it did not generate enough money to fully repay all investors.

49. PinCap also used a portion of the fees it received to pay Risinger and Senefeld salaries of over $150,000 in 2013, and $200,000 in 2014. In addition, at least $200,000 of the fees that PinCap received were transferred to Pin Financial.

The PPM Misleadingly Described Senefeld's 1999 Settlement with the SEC

50. The PPM for the 2013 Offering stated that all management decisions would be made by Senefeld, Risinger, and Veros. An exhibit to the PPM contained Senefeld's biography, drafted by Risinger, which mischaracterized the SEC's charges against Senefeld in 1999.

51. Although the PPM disclosed that Senefeld had been charged with violating the federal securities laws, the PPM explained that Senefeld was charged because an employee then under his supervision bought securities without the money to pay for them. In fact, the SEC issued an order in which it found that Senefeld had personally engaged in a fraudulent free-riding scheme.

52. Risinger, Haab and Senefeld all had read the SEC's charges before the PPM for the 2013 Offering was sent to investors. Risinger knew the true nature of the SEC's charges against Senefeld before drafting the disclosure. And both Haab and Senefeld read the draft disclosure before it was finalized. But none of these individuals made any effort to ensure that the PPM's disclosure regarding Senefeld's 1999 settlement with the SEC was accurate.

The 2013 Farm "Operating" Loan Updates Did Not Disclose That the Loans Included Balances Owed on 2012 Loans

53. In October 2013, Haab sent investors in the 2013 Offering an update on the "operating loan fundings" made for the 2013 crop season. The update identified loans to 7 different farms, including a $3.3 million "2013 operating loan" to Farm A, and a $375,000 "2013 operating loan" to Farm B.

54. In fact, less than $1.5 million was loaned to Farm A for its operations during the 2013 crop season. The balance of the $3.3 million loan to Farm A represented the amount that Farm A still owed on its 2012 operating loan. The loan to Farm B for its 2013 operations was far

less than the $375,000 shown in Haab's investor update. Once again, the 2013 loan to Farm B included amounts still owed by Farm B on its 2012 operating loan.

55. In addition, almost $300,000 of the undisclosed origination (or "success") fees paid to Risinger and Senefeld resulted from the 2013 loans to Farm A and Farm B. Those fees were a fixed percentage of the total loan 2013 loan amounts – $3.3 million (Farm A) and $375,000 (Farm B) – even though only a portion of those amounts was disbursed to each farm. Risinger and Senefeld had already been paid origination fees on the amounts still owed in connection with the origination of the 2012 loans.

56. Haab did not disclose that the "full year 2013 operating loans" to Farm A and Farm B included unpaid debt from the 2012 Offerings. Although the PPM did not specifically discuss those loans, the PPM's "prior performance" section misleadingly stated that previous farm loans originated by PinCap's principals "generated an average yield of 21% with virtually no loss of principal."

57. In October 2013, Risinger drafted loan agreements with certain farms that had received funds from the 2013 Offering. These loan agreements falsely represented that Farm A and Farm B had received advances of $3.3 million and $375,000, respectively. However, the farms did not receive certain of these advances, and the dates Risinger used for these fictitious "advances" were the dates on which Haab used 2013 Offering funds to repay investors in the 2012 Offering.

Haab Misled Investors about the Performance of the 2013 Loans

62. The 2013 Offering matured on April 30, 2014. On that date, investors were entitled to receive approximately $10.8 million, consisting of $9.7 million in principal plus 10% annual interest.

63. On March 27, 2014, Haab sent investors in the 2013 Offering an update stating that the farms which received loans from the 2013 Offering still owed approximately $10.2 million on their 2013 "operating" loans, but that Veros expected to receive full repayment of all loans by mid-April. Haab also reported that Veros expected to fully repay investors.

64. On May 1, 2014, Haab sent investors another update indicating that the farms which received loans from the 2013 Offering still owed a total of approximately $3.9 million. Haab further stated that the farms had repaid the "substantial amount of $6,341,983.85" since his March 27 update. However, this was not true. The farms had repaid less than $3.7 million since that date.

65. Haab also represented that Veros expected to receive significant repayments from various farms which, combined with $7.5 million of "value" held by the 2013 Offering, would allow Veros to fully repay investors. However, the lone bank account for the 2013 Offering contained less than $1.4 million on May 1, 2014 and never had a balance of $7.5 million. Haab concluded by stating that Veros anticipated repaying investors around the end of May.

66. On June 27, 2014, Haab sent investors in the 2013 Offering yet another update which stated that Veros had received final repayments from all farms in connection with the 2013 crop season. However, this was not true. In fact, as of June 27, three farmers still owed over $3 million on their 2013 loans.

67. In his SEC testimony, Haab admitted that he knew about these outstanding loan balances when he sent his investor update on June 27, 2014.

Veros Falsely Represented To 2013 Investors that They Had Been Repaid in Full

68. In or around the Spring of 2014, Haab urged many of the investors in the 2013 Offering to "roll over" some or all of the amounts that they were purportedly "repaid" from their 2013 investments into a new 2014 Offering. The total amount "rolled over" was approximately $5.5 million.

69. Investors in the 2013 Offering understood the "roll over" to mean that their investments had been repaid in cash, and that this cash was automatically reinvested in the 2014 Fund. However, no such repayment or reinvestment took place. Instead, Haab and Veros simply exchanged an investor's remaining units in the 2013 Offering for the same number of units in the 2014 Offering, and postponed paying the investors the $5.5 million owed to them for one more year.

70. On July 2, 2014, Haab directed a Veros employee to send several investors in the 2013 Offering a notice stating that the investor was receiving his or her final repayment from the 2013 Offering. The notice included an "investor summary" representing that Veros had repaid each investor 109.1% of his or her initial investment, and that investors in the 2013 Offering had been fully repaid the total of $10.8 million that they were owed.

71. However, as of July 2, 2014 Veros had only paid investors about half of what they were owed in connection with the 2013 Offering. The farmers had not fully repaid the loans received in connection with the 2013 Offering, and Veros did not have the $5.5 million necessary to repay all of the 2013 investors.

F. The 2014 Bridge Loan Offering

72. In or around February 2014, Haab solicited certain Veros clients to invest in a "bridge loan" offering (the "2014 Bridge Loan Offering"), which was a 2-month interim

investment to fund farm loans in advance of the completion of a new 2014 Offering. PinCap was the issuer and raised approximately $5.2 million from 24 investors.

73. When the 2014 Bridge Loan Offering matured on March 31, 2014, PinCap lacked sufficient funds to repay all of the investors. Accordingly, only some of the investors in the 2014 Bridge Loan Offering were repaid in cash. More than $1.9 million of those cash repayments came from the 2013 Offering's bank account and consisted of repayments on farm loans made from the 2013 Offering. And at least $1 million of those repayments came from investor money raised in the 2013 Offering.

74. Haab convinced other Bridge Loan Offering investors to roll their principal balance into the 2014 Offering. The total amount "rolled over" from the 2014 Bridge Loan Offering to the 2014 Offering was approximately $2 million. Again, Haab misrepresented to the investors in the 2014 Bridge Loan Offering that their principal had been repaid, when that had not occurred, and the rollovers were simply a bookkeeping entry used to postpone the repayment of a debt.

G. The 2014 Offering

75. In late March 2014, more than a month before Veros started repaying investors in the 2013 Offering, Haab began soliciting Veros clients and others to invest in a 2014 Offering. For this offering, FarmGrowCap was the investment entity.

76. The PPM for the 2014 offering disclosed that Risinger was the sole owner of FarmGrowCap and the point of contact for investors. Haab and Senefeld were identified as part of FarmGrowCap's management team.

77. Haab told prospective investors that FarmGrowCap would use investor money to make short-term operating loans to farms for the 2014 crop season. Haab again recommended

the 2014 Offering to Veros clients as a replacement to a fixed-income investment. He also told at least one investor that the 2014 Offering was "our most diversified and secured private loan offering."

78. The PPM for the 2014 Offering stated that investors had an opportunity to purchase "secured loans" issued by FarmGrowCap. Investors received promissory notes issued by FarmGrowCap and signed by Risinger. The PPM also stated that investor funds would "be used by FarmGrowCap to make farming related loans with maturities of 1 to 13 months" and "deployed to make loans to select farmers."

79. The PPM further stated that FarmGrowCap made:

> 13 month or shorter term operating loans to farmers, primarily to support row crop farming (i.e. corn, soybeans), but also to small fruit growers (i.e. blueberries) and other crop producers. FarmGrowCap also makes other farming related loans, such as short-term, highly collateralized bridge loans to provide financing to farmers who have planned land sales, pending conventional bank-type financings, or other circumstances that reasonably require (and support) a gap loan.

The PPM did not disclose that money from the 2014 Offering would be used to repay investors in the 2013 Offering or the 2014 Bridge Loan Offering.

80. Veros raised approximately $3.5 million in new investor money from 35 investors for the 2014 Offering. However, the amounts due to investors in connection with the 2014 Offering also include: (a) approximately $5.5 million of unpaid investor principal "rolled over" by the 2013 Fund investors; and (b) approximately $1.9 million in unpaid investor principal "rolled over" from investors in the 2014 Bridge Loan Offering.

81. The 2014 Offering matures on April 30, 2015. On that date, the investors in the 2014 Offering are entitled to repayment of their entire investment plus a 9% annualized return. The investors in the 2014 Offering currently are owed approximately $9 million. For the reasons explained below, Defendants do not have sufficient funds to repay investors.

Haab and Risinger Used Investor Funds from the 2014 Offering to Repay Investors in Prior Offerings

82. The new investors in the 2014 Offering deposited their money into a business checking account that Haab opened solely for the 2014 Offering. Haab controlled all disbursements from that account. In February 2014, Haab and Risinger proposed using funds raised from the 2014 Offering to repay investors in the 2013 Offering.

83. Between April and September 2014, Haab used approximately $2.5 million of 2014 Offering monies to repay some of the investors in both the 2013 Offering and the 2014 Bridge Loan Offering. These payments were not disclosed to investors.

84. For example, on April 24, 2014, Haab transferred approximately $1 million in investor funds from the 2014 Offering bank account to the 2014 Bridge Loan Offering bank account. The next day, April 25, he wired approximately $1 million from the 2014 Bridge Loan Offering bank account to repay a single investor in that Bridge Loan Offering (that investor did not invest in the 2014 Offering). Haab also transferred money from the 2014 Offering bank account to the 2013 Offering bank account in order to wire repayments to investors in that offering.

85. Risinger was aware that Haab was using money from the 2014 Offering to repay investors in the 2013 Offering and 2014 Bridge Loan Offering. In fact, Risinger repeatedly advised Haab how to use money from the 2014 Offering to pay off investors in the 2013 Offering.

The PPM for the 2014 Offering Misrepresented the Performance of the 2013 Offering

86. Risinger drafted the PPM for the 2014 Offering, and Haab sent it to Veros clients and other prospective investors. Haab and Senefeld both received advance drafts of the PPM.

The PPM was dated March 17, 2014 and contained a "prior performance" section describing Risinger's and FarmGrowCap's track record with previous farm loan offerings.

87. The "prior performance" section of the PPM stated that one of eight farm operating loans in the 2013 Offering had a loss of $435,000. However, the PPM also stated that FarmGrowCap had absorbed that loss by using a portion of its fee income from the 2014 Offering to ensure a full repayment of the 2013 Offering investors.

88. The PPM further stated that the remaining seven farm loans made in connection with the 2013 Offering "have been fully repaid or are on track to do so … except that one farmer borrower realized a repayment shortfall of approximately $130,000 (for which FarmGrowCap, in exchange for additional collateral, has granted an extension of time for payment)."

89. Other than with regard to the $130,000 discussed above, the PPM for the 2014 Offering did not did not disclose that any unpaid balances from 2013 farm loans were being rolled over or refinanced through the 2014 Offering. Further, the PPM for the 2014 Offering did not disclose that any investor funds would be used to repay investors in previous offerings.

90. Haab sent the PPM for the 2014 Offering to investors on March 28, 2014. However, as early as February 2014, Haab, Risinger, and Senefeld all knew that at least three of the prior farm loans would not be paid on time. By May 1, 2014, they all knew that six of the eight farms still owed a total of approximately $3.9 million.

91. By July 15, 2014, Risinger and Haab knew that five of the eight farm loans were long past due, and that the unpaid balance on those loans was over $3 million. Neither Risinger nor Haab disclosed these facts to investors in the 2014 Offering, even though new investors continued to invest in the 2014 Offering throughout this period of time and after July 15.

The PPM for the 2014 Offering Failed to Disclose that Several of the 2014 Farm "Operating" Loans Included Unpaid Amounts from 2013 Loans

92. The 2014 Offering included loans to seven farms. The PPM for the 2014 Offering stated that 3 farm loans totaling $7.8 million already had been sourced for the 2014 crop season; that FarmGrowCap had provided funding to each of these farms during the previous 2013 crop season; and that "each [loan] performed well in 2013." The PPM also stated that FarmGrowCap may make additional loans, provided that such loans were farming-related and consistent with the guideline of being highly collateralized.

93. The PPM for the 2014 Offering disclosed that one of the three pre-arranged farm loans would include a $130,000 balance owed from 2013. However, the PPM failed to disclose that the 2014 operating loans to three other farms, including Farm A and Farm B, would include unpaid balances from 2013 of approximately $3 million.

94. The PPM for the 2014 Offering also disclosed that FarmGrowCap would provide a pre-arranged $3.6 million "operating" loan to Farm C. The PPM listed Farm C as one of the "returning loan customer[s] from 2013" that had "performed well in 2013."

95. In fact, Farm C failed to repay approximately $1.5 million of its 2013 operating loan. That loan was due December 31, 2013, and Risinger, Senefeld, and Haab all knew that the 2013 operating loan to Farm C was in default at the time Risinger prepared the PPM.

96. The PPM for the 2014 Offering also discussed a potential 2014 operating loan to Farm A. However, the PPM did not disclose that the anticipated loan would include unpaid balances from its 2013 operating loan. Because Farm A failed to repay about $1.4 million of its 2013 "operating" loan (which itself included unpaid 2012 debt), that entire amount due and owing was carried forward into 2014 and constituted the entire 2014 operating loan to Farm A.

97. Accordingly, Farm A received no fresh operating capital for the 2014 crop season. The 2014 loan was not an operating loan but was simply an extension of the 2013 loan from the 2013 Offering. This information was not disclosed in the PPM. And Haab, Risinger, and Senefeld all knew as early as February 2014 that Farm A's unpaid 2013 loan balance would be carried forward into a new 2014 loan.

98. The third loan, to Farm B, was not mentioned in the PPM for the 2014 Offering, despite the fact that it was finalized on March 25, 2014, before the PPM was issued. Senefeld signed the Farm B loan extension – which was drafted by Risinger – a few days before the PPM was finalized. Farm B had repaid only a fraction of its 2013 loan (which also included unpaid 2012 debt), and the unpaid balance of $325,000 was carried over into the 2014 loan to Farm B.

99. Farm B received no fresh operating capital from the 2014 crop season and the 2014 loan was not an operating loan but simply an extension of the 2013 debt owed from the 2013 Offering. This information was not disclosed in the PPM. Haab, Senefeld and Risinger all knew that Farm B's unpaid 2013 loan balance would be carried forward into a new 2014 loan.

100. According to Risinger, before the end of February 2014, Haab, Risinger and Senefeld all anticipated that loan balances owed under these and potentially other 2013 operating loans would be included in the loans issued by the 2014 Offering. Risinger had informed Haab and Senefeld that VFLH would need to transfer all of the 2013 loans to FarmGrowCap for the 2014 Offering in order to accomplish this goal. However, this plan was not disclosed to investors, and no agreement to transfer the loans was ever prepared.

Defendants Have Failed to Made Disclosures about Additional Material Events

101. In late August 2014, Haab was asked by a third party why a payment to investors in the 2013 Offering was coming from the bank account for the 2014 Offering. Haab replied,

falsely, that a couple of "2013 operating loans . . . have been legally transferred to [the 2014 Offering] as 2014 loans due to the underlying farms needed some extended time to repay them in full."

102. At that time, there was no written agreement transferring any of the 2013 loans to the 2014 Fund. The next month, in September 2014, Risinger drafted an agreement between VFLH and FarmGrowCap purporting to transfer outstanding loan balances from the 2013 Offering to the 2014 Offering. Risinger backdated the agreement to July 15, 2014, and Haab signed it. This backdated agreement was not disclosed to investors in either the 2013 Offering or the 2014 Offering.

103. In 2014, Senefeld negotiated a loan extension for Farm A on behalf of FarmGrowCap. In exchange, FarmGrowCap received a $70,000 "extension" fee from the 2014 Offering funds. Thus, Senefeld and Risinger were paid three times – once for the 2012 operating loan to Farm A, once in connection with the 2013 Offering, and again in connection with the 2014 Offering – for the same $1.4 million loan balance that Farm A had carried forward from 2013 into 2014 (and a portion of which had been carried over from 2012).

104. Senefeld also negotiated a loan extension for Farm B on behalf of FarmGrowCap. In exchange, FarmGrowCap received a $10,000 fee. The PPM for the 2014 Offering did not disclose the payment of "extension" fees on unpaid 2013 loans extended into 2014.

The 2014 Farm Loans Are Past Due with a $7 Million Shortfall

105. Currently, investors in the 2014 Offering are owed around $9 million in principal and interest. Much of that amount represents amounts owed to investors in the 2013 Offering and 2014 Bridge Loan Offering that were "rolled over" into the 2014 Offering.

106. As of late March 2015, of the eight farm loans funded by the 2014 Offering, seven were past due. The outstanding balance on those past due loans was approximately $7 million. Of that amount, roughly $3 million is owed by Farm C. Litigation recently was initiated to collect that amount, and that litigation is not expected to be resolved in the near future.

107. Haab and Risinger each acknowledged, during their SEC testimony, that the investors in the 2014 Offering investors will not be repaid in full by April 30, 2015, and it is unknown when they can be repaid.

108. Even if the farms were able to repay the full $7 million in loans they currently owe, FarmGrowCap would be unable to pay investors the remaining $2 million. The bank account for the 2014 Offering had less than $220,000 as of March 31, 2015, and FarmGrowCap has no significant assets or resources.

109. Although PinCap guaranteed FarmGrowCap's obligation to repay investors in the 2014 Offering, PinCap had only $16,327 in its bank account as of March 31, 2015. To date PinCap's only income has been the fees it received from the 2013 Offering and 2014 Offering.

110. PinCap's only other potential source of income is distributions from Pin Financial, its broker-dealer subsidiary, to be generated from other private offerings. However, Risinger testified that he was unsure whether any fees received by Pin Financial could be transferred to PinCap to allow it make good on its guarantee to the investors in the 2014 Offering.

111. In his SEC testimony, Haab admitted that he is currently soliciting Veros clients to invest in new or pending private offerings. And both Risinger and Senefeld testified that, through Pin Financial, they expect to receive origination fees in connection with new farm loans,

including from an ongoing offering to Veros clients for which almost $10 million has been raised to date.

112. Moreover, the 2014 Offering is just one of 28 Veros private offerings that are still in operation. As of February 28, 2015, investors in those other offerings, several of which mature this year, were still owed over $44 million.

113. Given Haab and Risinger's conduct described herein, there is a substantial likelihood that, with assistance from Senefeld, they will continue their fraudulent activities unless immediately enjoined.

COUNT I

Violations of Section 10(b) of the Exchange Act, and Exchange Act Rule 10b-5 (Against All Defendants)

114. Paragraphs 1 through 113 are realleged and incorporated by reference as though fully set forth herein.

115. Defendants, in connection with the purchase and sale of securities, by the use of the means and instrumentalities of interstate commerce and by the use of the mails, directly and indirectly: (a) used and employed devices, schemes and artifices to defraud; (b) made untrue statements of material fact and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or (c) engaged in acts, practices and courses of business which operated or would have operated as a fraud and deceit upon sellers and purchasers and prospective purchasers of securities.

116. Defendants acted with *scienter* in that they knowingly or recklessly made the material misrepresentations and omissions and engaged in the fraudulent scheme described above.

117. By reason of the foregoing, Defendants violated Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder [17 C.F.R. 240.10b-5].

COUNT II

Violations of Section 17(a)(1) of the Securities Act
(Against All Defendants)

118. Paragraphs 1 through 113 are realleged and incorporated by reference as though fully set forth herein.

119. By engaging in the conduct described above, Defendants, in the offer and sale of securities, by the use of the means and instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, have employed devices, schemes and artifices to defraud.

120. Defendants acted with *scienter* in that they knowingly or recklessly made the untrue statements and omissions and engaged in the devices, schemes, artifices, transactions, acts, practices and courses of business described above.

121. By reason of the foregoing, Defendants violated Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT III

Violations of Sections 17(a)(2) and (a)(3) of the Securities Act
(Against All Defendants)

122. Paragraphs 1 through 113 are realleged and incorporated by reference as though fully set forth herein.

123. By engaging in the conduct described above, Defendants, in the offer and sale of securities, by the use of the means and instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, have:

(a) obtained money or property by means of untrue statements of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and

(b) engaged in transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchasers of such securities.

124. By reason of the foregoing, Defendants have violated Sections 17(a)(2) and (3) of the Securities Act [15 U.S.C. § 77q(a)(2)-(3)].

COUNT IV

Violations of Sections 206(1) and (2) of the Investment Advisers Act (Against Defendants Matthew D. Haab and Veros Partners, Inc.)

125. Paragraphs 1 through 113 are realleged and incorporated by reference as though fully set forth herein.

126. At all relevant times, Defendants Haab and Veros acted as investment advisers. Haab and Veros managed the investments in exchange for compensation in the form of fees.

127. Haab and Veros, while acting as investment advisers, by use of the mails or the means and instrumentalities of interstate commerce, directly or indirectly: (a) employed devices, schemes or artifices to defraud any clients or prospective clients; or (b) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon any clients or prospective clients.

128. Haab and Veros knowingly, recklessly or negligently engaged in the fraudulent conduct described above.

129. By engaging in the conduct described above, Defendants Haab and Veros violated

Section 206(1) and (2) of the Advisers Act [15 U.S.C. §80b-6(1) and 6(2)].

COUNT V

Violations of Sections 206(4) of the Investment Advisers Act and Rule 206(4)-2 thereunder (Against Defendant Veros Partners, Inc.)

130. Paragraphs 1 through 113 are realleged and incorporated by reference as though fully set forth herein.

131. Defendant Veros Partners, Inc., while acting as an investment adviser, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, engaged in acts, practices, or courses of conduct which are fraudulent, deceptive or manipulative by maintaining custody of client funds or securities without either, engaging a qualified custodian to maintain and segregate those funds or securities; or verifying all of the funds or securities within its custody through an annual, unannounced audit by an independent public accountant.

132. By reason of the foregoing, Defendant Veros Partners, Inc. has violated Section 206(4) of the Advisers Act [15 U.S.C. § 80b-6(4)] and Rule 206(4)- 2 thereunder [17 C.F.R. § 275.206(4)-2].

COUNT VI

(Against Relief Defendant PinCap Financial LLC)

133. Paragraphs 1 through 113 are realleged and incorporated by reference as if fully set forth herein.

134. Relief Defendant PinCap Financial LLC received improper and illegal transfers of investor money from the Defendants, even though it had no right to receive any investor funds.

135. By reason of the foregoing, Relief Defendant PinCap Financial LLC has been unjustly enriched and may be compelled to return any investor funds it still holds, and may be

found liable for the remaining transfers it received.

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court:

I.

Issue findings of fact and conclusions of law that Defendants committed the violations charged and alleged herein.

II.

Enter an Order of Permanent Injunction restraining and enjoining the Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with defendants who receive actual notice of the Order, by personal service or otherwise, and each of them from, directly or indirectly, engaging in the transactions, acts, practices or courses of business described above, or in conduct of similar purport and object, in violation of Section 17(a) of the Securities Act [15 U.S.C. §§ 77q(a)], Section 10(b) of the Exchange Act [15 U.S.C. § 78j] and Rule 10b-5 [17 CFR § 240.10b-5] thereunder, Sections 206(1), (2) and (4) of the Advisers Act [15 U.S.C. §80b-6(1), (2) and (4)], and Rule 206(4)- 2 thereunder [17 C.F.R. § 275.206(4)-2].

III.

Enter an Order of Permanent Injunction against Defendants Matthew D. Haab, Jeffery B. Risinger, Tobin J. Senefeld, Veros Farm Loan Holding LLC, FarmGrowCap LLC and PinCap LLC which prohibits them from soliciting, accepting, or depositing any monies from actual or prospective investors; and against Defendant Veros Partners, Inc. which prohibits it from soliciting, accepting or depositing any monies from actual or prospective investors in connection with any private offerings of securities; pursuant to Section 20(b) of the Securities Act, Section

21(d) of the Exchange Act, and Section 9(d) of the Advisers Act.

IV.

Issue an Order requiring Defendants and the Relief Defendant to disgorge their ill-gotten gains received as a result of the violations alleged in this Complaint, with prejudgment interest.

V.

With regard to the Defendants' violative acts, practices and courses of business set forth herein, issue an Order imposing upon Defendants appropriate civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d) and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)] and Section 9(d) of the Advisers Act.

VI.

Retain jurisdiction of this action in accordance with the principals of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and decrees that may be entered or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

VII.

Grant such other relief as this Court deems appropriate.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Commission hereby requests a trial by jury.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

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