

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. )

**URGENT 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 an additional \$16,000.00 in 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. The parties previously agreed to an initial partial payment to Senefeld of \$15,000.00 [Doc. 85], which was authorized by Order of this Court on July 28, 2015 [Doc. 87].

6. The parties subsequently have agreed that Senefeld should receive an additional payment of \$16,000.00 for his services. The total amount paid to Senefeld accordingly would be \$31,000.00, ten percent (10%) of the fee he assisted in bringing in to Pin Financial.

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 immediately transfer \$16,000.00 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 13th day of August, 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