

B1 (Official Form 1)(04/13)

**United States Bankruptcy Court  
Western District of North Carolina**

**Voluntary Petition**

Name of Debtor (if individual, enter Last, First, Middle): <b>Total Protection Services Carolinas, LLC</b>	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) <b>20-1251765</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): <b>5625 Fairview Road Charlotte, NC</b> <div style="text-align: right; margin-top: 5px;">                     ZIP Code  <b>28209</b> </div>	Street Address of Joint Debtor (No. and Street, City, and State):  <div style="text-align: right; margin-top: 5px;">                     ZIP Code                 </div>
County of Residence or of the Principal Place of Business: <b>Mecklenburg</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):  <div style="text-align: right; margin-top: 5px;">                     ZIP Code                 </div>	Mailing Address of Joint Debtor (if different from street address):  <div style="text-align: right; margin-top: 5px;">                     ZIP Code                 </div>

Location of Principal Assets of Business Debtor (if different from street address above):

<b>Type of Debtor</b> (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business</b> (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:	<b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<b>Nature of Debts</b> (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

<b>Filing Fee</b> (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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**Statistical/Administrative Information**

Debtor estimates that funds will be available for distribution to unsecured creditors.  
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors

<input type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input checked="" type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
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Estimated Assets

<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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Estimated Liabilities

<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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THIS SPACE IS FOR COURT USE ONLY

<p><b>Voluntary Petition</b></p> <p><i>(This page must be completed and filed in every case)</i></p>		<p>Name of Debtor(s): <b>Total Protection Services Carolinas, LLC</b></p>	
<p><b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)</p>			
<p>Location Where Filed: <b>- None -</b></p>		<p>Case Number:</p>	<p>Date Filed:</p>
<p>Location Where Filed:</p>		<p>Case Number:</p>	<p>Date Filed:</p>
<p><b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)</p>			
<p>Name of Debtor: <b>- None -</b></p>		<p>Case Number:</p>	<p>Date Filed:</p>
<p>District:</p>		<p>Relationship:</p>	<p>Judge:</p>
<p style="text-align: center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p><b>X</b> _____ Signature of Attorney for Debtor(s) (Date)</p>	
<p><b>Exhibit C</b></p>			
<p>Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No.</p>			
<p><b>Exhibit D</b></p>			
<p>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</p> <p><input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.</p> <p>If this is a joint petition:</p> <p><input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.</p>			
<p><b>Information Regarding the Debtor - Venue</b></p> <p>(Check any applicable box)</p>			
<p><input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.</p> <p><input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.</p> <p><input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.</p>			
<p><b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b></p> <p>(Check all applicable boxes)</p>			
<p><input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">(Name of landlord that obtained judgment)</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">(Address of landlord)</p>			
<p><input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and</p> <p><input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.</p> <p><input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).</p>			

**Voluntary Petition**

*(This page must be completed and filed in every case)*

Name of Debtor(s):

**Total Protection Services Carolinas, LLC**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.  
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.  
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** \_\_\_\_\_  
Signature of Debtor

**X** \_\_\_\_\_  
Signature of Joint Debtor

\_\_\_\_\_  
Telephone Number (If not represented by attorney)

\_\_\_\_\_  
Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X** \_\_\_\_\_  
Signature of Foreign Representative

\_\_\_\_\_  
Printed Name of Foreign Representative

\_\_\_\_\_  
Date

**Signature of Attorney\***

**X** /s/ James H. Henderson  
Signature of Attorney for Debtor(s)

James H. Henderson 13536  
Printed Name of Attorney for Debtor(s)

The Henderson Law Firm  
Firm Name

1201 Harding Place  
Charlotte, NC 28204

\_\_\_\_\_  
Address

**Email: henderson@title11.com**

704.333.3444 Fax: 704.333.5003  
Telephone Number

May 15, 2014  
Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

\_\_\_\_\_  
Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
Address

**X** \_\_\_\_\_  
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** /s/ Phrantceena T. Halres  
Signature of Authorized Individual

Phrantceena T. Halres  
Printed Name of Authorized Individual

Manager  
Title of Authorized Individual

May 15, 2014  
Date

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court  
Western District of North Carolina**

In re Total Protection Services Carolinas, LLC

Debtor(s)

Case No.

Chapter 11

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			22,500.80
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			21,900.09
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			21,307.14
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			21,153.40
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			21,153.40
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			15,384.81
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			15,383.99
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			15,383.99
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			14,203.49
Ford Credit PO Box 650575 Dallas, TX 75265-0575	Ford Credit PO Box 650575 Dallas, TX 75265-0575			8,381.73
Green & Green CPA Inc 28382 Constellation Rd Valencia, CA 91355	Green & Green CPA Inc 28382 Constellation Rd Valencia, CA 91355	accounting services		8,500.00
Jaffy and Asher LLP 600 Third Avenue New York, NY 10016	Jaffy and Asher LLP 600 Third Avenue New York, NY 10016	trade debt		45,800.00

B4 (Official Form 4) (12/07) - Cont.

In re Total Protection Services Carolinas, LLC  
Debtor(s)

Case No. \_\_\_\_\_

**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**  
(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Karl De la Guerra Inc. 14453 Adair Manor Court Charlotte, NC 28277	Karl De la Guerra Inc. 14453 Adair Manor Court Charlotte, NC 28277	trade debt		11,051.95
Little House on the Prairie LLC c/o Collect & Associates PO Box 36799 Charlotte, NC 28236-6799	Little House on the Prairie LLC c/o Collect & Associates PO Box 36799 Charlotte, NC 28236-6799	trade debt		9,676.00
Littler Mendelson P C PO Box 45547 San Francisco, CA 94145-0547	Littler Mendelson P C PO Box 45547 San Francisco, CA 94145-0547	trade debt		67,778.22
Premium Assignment Corp PO BOx 8000 Tallahassee, FL 32314-8000	Premium Assignment Corp PO BOx 8000 Tallahassee, FL 32314-8000	trade debt		29,709.45
Southern Nuclear Operating Company Inc PO Box 830790 Birmingham, AL 35283	Southern Nuclear Operating Company Inc PO Box 830790 Birmingham, AL 35283	trade debt		11,633.17
The Contractors Plan 11910 Anderson Mill Road Austin, TX 78726-1113	The Contractors Plan 11910 Anderson Mill Road Austin, TX 78726-1113	trade debt		15,635.20
The Johnson Group PO Box 1200 Lexington, SC 29071	The Johnson Group PO Box 1200 Lexington, SC 29071	trade debt		9,250.00
Wishart Norris Henninger & Pittman 6832 Morrison Blvd Charlotte, NC 28211	Wishart Norris Henninger & Pittman 6832 Morrison Blvd Charlotte, NC 28211	legal services		14,262.72

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Manager of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date May 15, 2014

Signature /s/ Phrantceena T. Halres  
**Phrantceena T. Halres**  
**Manager**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court  
Western District of North Carolina**

In re **Total Protection Services Carolinas, LLC**,  
Debtor

Case No. \_\_\_\_\_

Chapter **11**

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
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**None**

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Manager of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **May 15, 2014**

Signature **/s/ Phrantceena T. Halres**  
**Phrantceena T. Halres**  
**Manager**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C §§ 152 and 3571.

**United States Bankruptcy Court  
Western District of North Carolina**

In re **Total Protection Services Carolinas, LLC**

Debtor(s)

Case No.

Chapter

**11**

**VERIFICATION OF CREDITOR MATRIX**

I, the Manager of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **May 15, 2014**

**/s/ Phrantceena T. Halres**

**Phrantceena T. Halres/Manager**

Signer/Title

AFLAC  
1932 Wyntonn Road  
Columbus, GA 31999-0001

Airgass Safety  
PO Box 951884  
Dallas, TX 75395-1884

All in One Drug Testing Services LLC  
PO Box 42984  
Charlotte, NC 28215

All Savers Insurance Company  
PO Box 88106  
Chicago, IL 60680-1106

Ascendant Group  
c/o Raoul Daavis  
12 Mandolin Court  
Newark, DE 19702

Associated Business Solutions  
17870 Newhope Street 104/437  
Fountain Valley, CA 92708

AT&T Mobility  
PO Box 6463  
Louisville, GA 30197-6463

BCBS of NC  
PO Box 580017  
Charlotte, NC 28258

Bhatta Law Firm  
4 Wall Street 28th Flr  
New York, NY 10005

Blackfox Tactical  
PO Box 185  
Chapel Hill, TN 37034

Careerbuilder LLC  
13057 Collection Center Drive  
Chicago, IL 60693-0130



Charlotte Chamber  
PO Box 32785  
Charlotte, NC 28232-9980

Charlotte City Club  
121 W Trade Street Ste 3100  
Charlotte, NC 28202

Chem Clean Inc  
PO Box 36184  
Charlotte, NC 28236

Christina Dixon  
5625 Fairview Road  
Charlotte, NC 28209

City of Charlotte  
PO Box 1316  
Charlotte, NC 28201-1316

City of Charlotte  
Procurement Services Division  
600 E Fourth Street  
Charlotte, NC 28202-2850

Colonel Mason  
PO Box 548  
Lewisville, TX 75067

CPI Security Systems  
PO Box 602932  
Charlotte, NC 28260-2932

Crystal Springs  
PO Box 660579  
Dallas, TX 75266-0579

David Harvill  
1303 Ocean Avenue  
Seal Beach, CA 90740

Duke Energy  
PO Box 70516  
Charlotte, NC 28272-0516

Eagle Guns  
3789 Robert Church Road S W  
Concord, NC 28027

Everest National Insurance Company  
File 57345  
Los Angeles, CA 90074-7345

Flakes Auto and Wreck  
5026 River Road  
Waynesboro, GA 30830

Florida US Fund  
5050 W Tennessee Street  
Tallahassee, FL 32399-0180

Ford Credit  
PO Box 650575  
Dallas, TX 75265-0575

Ford Credit Commercial Leasing  
PO Box 740425  
Atlanta, GA 30374-0425

Fuelman  
PO Box 105080  
Atlanta, GA 30348-5080

Georgia Department of Labor  
PO Box 740234  
Atlanta, GA 30374-0234

Georgia Department of Revenue  
PO Box 740387  
Atlanta, GA 30374-0387

GrandSouth Bank  
PO BOX 17009  
Greenville, SC 29606

Great America Financial Services  
PO Box 660831  
Dallas, TX 75266-0831

Green & Green CPA Inc  
28382 Constellation Rd  
Valencia, CA 91355

Gregory Ted Hutcheson  
74 Mullet Road  
Lyons, GA 30436

IHOST, LLC  
684 Avon Belden Rd.  
Suite #A  
Avon Lake, OH 44012

Intelligent Office  
9550 S Eastern Avenue Ste 253  
Las Vegas, NV 89123

Internal Revenue Service  
Centralized Insolvency Operations  
PO Box 7346  
Philadelphia, PA 19101-7346

Jaffy and Asher LLP  
600 Third Avenue  
New York, NY 10016

James L Boucher  
272 Bennett Street  
Wrentham, MA 02093

Jennifer Williams  
4513 Canal Road  
Marshville, NC 28103

Karl De la Guerra Inc.  
14453 Adair Manor Court  
Charlotte, NC 28277

Kroll Background America Inc  
PO Box 847514  
Dallas, TX 75284-7514

Lake Wylie Chamber of Commerce  
PO Box 5233  
Lake Wylie, SC 29710

Little House on the Prairie LLC  
c/o Collect & Associates  
PO Box 36799  
Charlotte, NC 28236-6799

Littler Mendelson P C  
PO Box 45547  
San Francisco, CA 94145-0547

LSQ Funding  
2600 Lucien Way Ste 100  
Maitland, FL 32751

McArthur McKeiver & Vaughn  
15720 John J Delaney Dr Ste 400  
Charlotte, NC 28277

Mecklenburg County Tax Collector  
Tax Bankruptcy Section  
PO Box 31637  
Charlotte, NC 28231-1637

Mighty Men Property Services LLC  
6127 Wilgrove Mint Hill Road  
Mint Hill, NC 28227

Mississippi Power  
2992 West Beach Boulevard  
PO Box 4079  
Gulfport, MS 39502-4079

Mississippi Power Company  
2992 West Beach Boulevard  
PO Box 4079  
Gulfport, MS 39502-4079

Mississippi Power Company  
2908 28th Street  
Gulfport, MS 39501

N C Employment Security Commission  
PO Box 26504  
Raleigh, NC 27611

NC Department of Commerce  
PO Box 26504  
Raleigh, NC 27611-8504

NC Department of Revenue  
Bankruptcy Unit  
PO Box 1168  
Raleigh, NC 27602

Nicole Wells  
8151 Circle Tree Lane  
Charlotte, NC 28277

Performance Ford  
7601 South Blvd  
Charlotte, NC 28273

Piedmont Natural Gas  
PO Box 660920  
Dallas, TX 75266-0920

Premium Assignment Corp  
PO Box 8000  
Tallahassee, FL 32314-8000

Principal Life Group Grand Island  
PO Box 14513  
Des Moines, IA 50306-3513

Proactive Computer Care LLC  
PO Box 11111  
Charlotte, NC 28220

Radio Frequency Concepts Inc  
PO Box 1674  
Huntersville, NC 28070

Regus Management Group LLC  
PO Box 842456  
Dallas, TX 75284-2456

Richard A. Beauchemin CPA/Carolina  
Accounting & Tax Service PLLC  
PO Box 9267  
Charlotte, NC 28299-9267

Richard H Tomberlin Esq  
Tomberlin Law Office  
312 W Trade Street Ste 502  
Charlotte, NC 28202

SC Department of Revenue Withholding  
301 S Grevais Street  
PO Box 125  
Columbia, SC 29201

SC Employment and Workforce  
PO Box 7103  
Columbia, SC 29202

Security Life Insurance Co of America  
PO Box 860108  
Minneapolis, MN 55486

Shaw Constructors Inc  
Vogtle Units 3 & 4 Project  
7828 River Road  
Waynesboro, GA 30830

Signarama Inc  
8506 South Tryon St Ste 101-B  
Charlotte, NC 28273

Southern Accounts Payable-MPC  
PO Box 830727  
Birmingham, AL 35283

Southern Auto & Tire Inc  
551 Academy Avenue  
Waynesboro, GA 30830

Southern Nuclear Operating Company Inc  
PO Box 830790  
Birmingham, AL 35283

Southern Nuclear Operating Company Inc  
42 Inverness Center  
Birmingham, AL 35242

Sprint  
PO Box 4181  
Carol Stream, IL 60197-4181

Staples Advantage  
Dept ATL  
PO Box 405386  
Atlanta, GA 30384-5386

State Farm  
1500 State Farm Blvd  
Charlottesville, VA 22909-0001

Stephen Vaughan CPA CFE  
McArthur McKeiver & Vaughan PLLC  
15720 John J Delaney Drive Ste 400  
Charlotte, NC 28277

Stone & Webster Construction Inc  
Vogtle Units 3 & 4 Project  
7828 River Road  
Waynesboro, GA 30830

The Conference Group LLC  
254 Chapman Road  
Topkis Building Ste 200  
Newark, DE 19702

The Contractors Plan  
11910 Anderson Mill Road  
Austin, TX 78726-1113

The Hartford  
PO Box 660916  
Dallas, TX 75266-0916

The Johnson Group  
PO Box 1200  
Lexington, SC 29071

The Kinyon Group LLC  
8021 Long House Lane  
Fort Mill, SC 29707

Time Warner Cable  
PO Box 70872  
Charlotte, NC 28272-0872

Timerack Inc  
PO Box 6787  
Corona, CA 92878

TNT Executive Services LLC  
800 Fifth Avenue Ste 4100  
Seattle, WA 98104

Transamerica  
PO Box 55210  
Indianapolis, IN 46205

Travelers  
CL Remittance Center  
PO Box 660317  
Dallas, TX 75266-0317

U Haul  
PO Box 52128  
Phoenix, AZ 85072-2128

U S Attorney's Office  
227 West Trade Street Ste 1650  
Charlotte, NC 28202

U S Securities and Exchange Commission  
Atlanta Regional Office and Reorg  
950 E Paces Ferry Rd NE Ste 900  
Atlanta, GA 30326-1382

Verizon Wireless  
PO Box 660108  
Dallas, TX 75266-0108

Vision Office Systems Inc  
PO Box 7527  
Charlotte, NC 28241

Windstream  
PO Box 1283  
Buffalo, NY 14240-1283



Wishart Norris Henninger & Pittman  
6832 Morrison Blvd  
Charlotte, NC 28211

Yoste Strategic Partners LLC  
405 South 11th Street Ste 103  
Oxford, MS 38655

**United States Bankruptcy Court  
Western District of North Carolina**

In re **Total Protection Services Carolinas, LLC**

Debtor(s)

Case No. \_\_\_\_\_  
Chapter

**11**

**CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **Total Protection Services Carolinas, LLC** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

**May 15, 2014**

Date

**/s/ James H. Henderson**

**James H. Henderson 13536**

Signature of Attorney or Litigant

Counsel for **Total Protection Services Carolinas, LLC**

**The Henderson Law Firm**

**1201 Harding Place**

**Charlotte, NC 28204**

**704.333.3444 Fax:704.333.5003**

**henderson@title11.com**

**United States Bankruptcy Court  
Western District of North Carolina**

In re **Total Protection Services Carolinas, LLC**

Debtor(s)

Case No.  
Chapter

**11**

**STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION**

I, **Phrantceena T. Halres**, declare under penalty of perjury that I am the **Manager** of **Total Protection Services Carolinas, LLC**, and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of said corporation at a special meeting duly called and held on the \_\_ day of \_\_, 20\_\_.

"Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Phrantceena T. Halres, Manager** of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Phrantceena T. Halres, Manager** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Phrantceena T. Halres, Manager** of this Corporation is authorized and directed to employ **James H. Henderson 13536**, attorney and the law firm of **The Henderson Law Firm** to represent the corporation in such bankruptcy case."

Date 5/14/2014

Signed \_\_\_\_\_

**Phrantceena T. Halres**

Resolution of Board of Directors  
of  
**Total Protection Services Carolinas, LLC**

Whereas, it is in the best interest of this corporation to file a voluntary petition in the the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Phrantceena T. Halres, Manager** of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Phrantceena T. Halres, Manager** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Phrantceena T. Halres, Manager** of this Corporation is authorized and directed to employ **James H. Henderson 13536**, attorney and the law firm of **The Henderson Law Firm** to represent the corporation in such bankruptcy case.

Date 5/14/2014

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

this interest.

**3. Calculation of fees and expenses.** Client and Halres agree to pay Attorney at the rate of \$340.00 per hour for partner time, \$240.00 to \$275.00 per hour for associate time, or the prevailing rate when the services are rendered. Non-attorney time will be billed at the rate of \$85.00 per hour. Time will be billed in minimum increments of two-tenths (2/10) of an hour. Client understands that Attorney will bill for time spent in connection with advancing Client's goals, and such time may include such things as telephone calls and emails (including responding to those of parties other than Client). Expenses such as out of town travel costs (per mile pursuant to IRS guidelines), long distance telephone calls (cost), telecopier transmissions (\$2.00), postage (cost) and copy costs (\$0.30 per page) will be charged as separate items in addition to legal fees. Client acknowledges that if these additional legal services and expenses are required or requested to be performed, Attorney shall not be under any obligation to perform said services or advance expenses in the absence of arrangements for its further compensation which are satisfactory to it. Client is responsible for keeping all copies of documents. If Client requests additional copies of documents client agrees to pay in advance for any copy charges, postage charges, and time in making the copies. If Attorney determines that any matter will require an extraordinary charge, Attorney may require such costs to be advanced or Client shall arrange to be billed directly by the appropriate party.

**4. Method of billing.** To the extent that the retainer is insufficient to cover Attorney's fees and expenses, Attorney will submit invoices to Client, which will be paid upon receipt. A finance charge will be charged against any part of Client's account which remains unpaid beyond thirty (30) consecutive days at an **ANNUAL PERCENTAGE RATE** of 18% (1.5% per month) on the unpaid balance. The finance charge is assessed against the prior month's beginning balance less any payments made during that month. Finance charges may be avoided by paying the balance due during the month billed. Client will be invoiced for time and expenses incurred in connection with this Agreement. Client agrees to keep a balance of at least \$2,500.00 in Attorney's trust account. Accordingly, any billing which reflects a balance of less than this amount remaining in your trust account will include a request that you a) pay any balance due and b) replenish your trust account balance. There will be a \$35.00 service charge for any returned checks.

### **C. CLIENT DUTIES.**

Client and Halres will provide Attorney with complete and accurate information when requested to do so. Client and Halres acknowledge that they have been informed by Attorney that a knowingly false statement in the bankruptcy petition or any schedule or statement filed herewith is a federal crime punishable by up to five years in prison and a \$250,000.00 fine. Attorney has prepared the petition and supporting schedules and statements based upon information supplied by Halres and Client, and the signing of this agreement serves as a warrant that Attorney may rely upon said statements as being true. Client will cooperate with Attorney and provide all information requested on a timely basis.

Client furthermore agrees to i) pay fees in accordance with this agreement; ii) keep Attorney informed of the Client's contact information (phone number, address, email address, etc.); iii) keep Attorney informed of important developments that may affect the client's matter; iv) to provide a full and honest explanation of the client's legal problem; v) request an explanation from the lawyer if the client is dissatisfied or disappointed with a development in the representation; vi) make reasonable requests for information but not unduly burdening the lawyer with phone calls or requests. It is reasonable to ask

the lawyer for an explanation when you do not understand or are confused by developments in your matter. It is unreasonable to expect a daily progress report.

**D. AGREEMENT REGARDING ARBITRATION OF FEE DISPUTES AND LIABILITY FOR EXPENSES OF COLLECTION**

All of Attorney's fees and expenses must be approved by the U.S. Bankruptcy Court, after notice to Client and all other parties in interest, with an opportunity for a hearing if there is an objection to the fees or expenses requested.

In the event that Attorney and Client have a dispute regarding any fee for legal services, it is understood that the U.S. Bankruptcy Court has jurisdiction over such dispute. Attorney has advised Client that the Mecklenburg Bar and the North Carolina State Bar have a program of fee mediation in which Client may choose to participate. Such participation may require approval of the U.S. Bankruptcy Court. Attorney will participate in such mediation as provided for in Rule 1.5 of the North Carolina State Bar Rules of Professional Conduct. Attorney reserves the right to consent to binding arbitration regarding any fee dispute.

**E. AGREEMENT REGARDING RESULTS AND CONTROL OF WORK**

It is understood that Attorney is not always able to control the work which it is called upon to perform on behalf of the client. The necessity to respond to documents filed with the Court or to answer telephone calls, emails or other contacts are examples of matters which will be charged to the client, even though the client has not directed, or specifically consented to, such efforts. The attorney will control the manner of presentation of the client's case, whether in court or otherwise. The attorney is not obligated to take any action which is repugnant to the attorney's own sense of honor and propriety. Client acknowledges that Attorney has made no guarantee or promises concerning the outcome or results of its representation. Attorney will use its best efforts to obtain Client's objectives.


**F. AGREEMENT REGARDING DISCONTINUATION OF WORK AND WITHDRAWAL OF ATTORNEY**

Client hereby agrees that if payments are not made as provided under this agreement or satisfactory arrangements for such payment are not made, then the Attorney may be permitted to and CLIENT HEREBY CONSENTS AND AGREES TO SUCH WITHDRAWAL FROM REPRESENTATION BY THE Attorney. Subject to Attorney's ethical duties and the local rules of the U.S. Bankruptcy Court, Attorney reserves the right to cease legal work if Client fails to promptly and timely make payment under this agreement. The discontinuation of work or the withdrawal of Attorney in no way affects Client's liability for the timely payment of accrued fees, expenses and interest.

**G. DEFAULT**

In the event Client does not comply with the terms of this agreement, you agree pursuant to North Carolina General Statute §6-21.2 that you will be liable for the payment of any legal fees, costs or related expenses incurred in collecting the balance due to Attorney. If Attorney undertakes any collection activities, you agree that you will be liable to Attorney for the value of Attorney's time, fees and actual expenses expended by Attorney attempting to collect the balance due.

**Total Protection Services Carolinas, LLC**

  
By: Phrantceen Halres, Managing Member  
Also signed in individual capacity as guarantor

Date: 5/15/14

## AGREEMENT CONCERNING PROFESSIONAL FEES AND EXTENT OF ATTORNEY'S DUTY TO REPRESENT AND PERSONAL GUARANTEE

THE UNDERSIGNED, Phrantceena Halres ("Halres"), acknowledges that she is the Managing Member of Total Protection Services Carolinas, LLC ("Client") and that she has the authority to enter into this Agreement on behalf of Client. Client hereby retains and engages The Henderson Law Firm (hereinafter "Attorney") for representation in connection with bankruptcy proceedings under Chapter 11 of the Bankruptcy Code.

**A. SCOPE AND GOALS OF REPRESENTATION.** Client acknowledges that Attorney's representation shall include essentially all of the issues arising in connection with the Chapter 11 reorganization, except for i) those matters that would involve representation in the courts of the states, ii) interpretation of the law of states in which Attorney is not licensed to practice, iii) patent or admiralty matters, iv) matters involving the law of foreign jurisdictions, v) objection to claims of Internal Revenue Service (for which special counsel should be retained) or vi) any other matter that Client specifically designates to be handled by other counsel. Attorney's representation is expressly limited to representing Client in a Chapter 11 proceeding. Attorney does not represent Halres individually or any other officers, employees, subsidiaries, members or creditors of Client.

Client acknowledges that if additional legal services beyond those enumerated above are requested to be performed in the bankruptcy proceeding, Attorney shall not be under any obligation to perform said services in the absence of arrangements for its further compensation which are satisfactory to Attorney. No guarantee or promises have been made by Attorney concerning the outcome or results of Attorney's representation in connection with the Chapter 11 proceeding or any decisions by any court.

## **B. TERMS OF PAYMENT**

**1. Initial retainer.** Client agrees to post a retainer with Attorney to secure Attorney's representation. Client acknowledges that the amount of the retainer is not an estimate of the total fees and expenses anticipated in this representation, which are difficult to estimate at this time. Attorney has been paid the sum of \$21,200.00 as a retainer from which Attorney's bills will be paid, and from which the Chapter 11 filing fee will be paid. Client agrees to keep at least \$2,500.00 in Attorney's trust account at all times. Because much of the work will have to be performed prior to the Chapter 11 filing, one half of the net retainer will be considered earned upon receipt (although fees will be subject to approval by the Bankruptcy Court).

**2. IOLTA account.** When received, the unearned portion of the retainer will be deposited into Attorney's trust account, which is an interest bearing account. Attorney participates in the North Carolina State Bar's Plan for Interest on Lawyer's Trust Accounts ("IOLTA"). IOLTA uses its funds to support public interest projects to further the administration of justice in North Carolina. Under this program, any funds Attorney receives on Client's behalf will be handled in accordance with the ethics rules governing attorney trust accounts. When Attorney receives funds belonging to Client, Attorney determines whether the amount or the period the funds will be held will justify placement in an individual trust account. When the funds are small in amount or will be held for a short time, the funds will be placed in a common trust account with other client's funds. This common account is an interest bearing account with the interest paid to the IOLTA program. Neither Client nor Attorney will receive any of