

ADMINISTRATIVE PROCEEDING

BEFORE THE

SECURITIES COMMISSIONER OF SOUTH CAROLINA

IN THE MATTER OF: )

ORDER TO CEASE AND DESIST

For My Home, LLC) and Tower B.  
Carney, III, )

File No. 14106

Respondents. )

WHEREAS, the Securities Division of the Office of the Attorney General of the State of South Carolina (the "Division") has been authorized and directed by the Securities Commissioner of South Carolina (the "Securities Commissioner") to administer the provisions of S.C. Code Ann. § 35-1-101, *et seq.*, the South Carolina Uniform Securities Act of 2005 (the "Act"); and

WHEREAS, the Division received information regarding alleged securities-related activities of Tub Plug, LLC (d/b/a TCE, Inc. and For My Home, LLC) ("Tub Plug") and Tower

B. Carney, III ("Carney") (collectively referred to as the "Respondents"); and

II. RESPONDENTS

2. Respondent Tub Plug was a South Carolina corporation with a last known address of 701  
[REDACTED]

3. Respondent Tub Plug was founded by Carney on or about October 20, 2010. At all times  
material herein, Respondent Carney was the owner and chief control person of Tub Plug.

4. Respondent Carney is a South Carolina resident with a last known address of 6701 Field  
[REDACTED]

10. Based on the representations made by the Respondents, Investor A drew a check in the amount of \$50,000 and payable to Respondent Tub Plug on or about December 11, 2012.
11. On or about December 11, 2012, the Respondents deposited the \$50,000 check from Investor A into a bank account controlled solely by the Respondents.

~~Investor A's investment was used to repay principal and interest promised by the~~

each in the amount of \$25,000 and payable to Respondent Tub Plug, on or about January 24, 2013.

20. On or about January 24, 2013, the Respondents deposited the two \$25,000 checks from Investor A into a bank account controlled solely by the Respondents.
21. Contrary to the representations made by the Respondents, a substantial portion of Investor A's additional investment was used for the personal expenses of the Respondents.
22. Contrary to the representations made by the Respondents, upon information and belief, Investor A never received ownership in the "Phone APP" project.
23. Contrary to the representations made by the Respondents, the Respondents did not repay

Investor A by June 9, 2013.

24. On or about March 15, 2013, the Respondents solicited Investor A for an additional investment of \$30,000.
25. The Respondents represented to Investor A that his additional investment would be used

30. Based on the representations made by the Respondents, Investor A drew a check in the amount of \$20,000 and payable to Respondent Tub Plus on or about March 15, 2013.

31. On or about March 15, 2013, the Respondents deposited the \$30,000 check from Investor A into a bank account controlled solely by the Respondents.

32. Contrary to the representations made by the Respondents, a substantial portion of Investor A's additional investment was used for the personal expenses of the Respondents.

33. Contrary to the representations made by the Respondents, the undated check Investor A received from the Respondents was never negotiable.

34. To date, Investor A has received neither his principal nor the promised returns on his investments from the Respondents.

35. In connection with the offer and sale of the securities, the Respondents failed to disclose to Investor A a 2005 civil judgment against Respondent Cameron for \$10,500.

to Investor B a 2005 civil judgment against Respondent Carney for \$10,500.

Respondents and Respondents' Registration Status

41. Respondent Carney represented Respondent Tub Plug in effecting or attempting to effect

the transactions referenced above.

42. At no time relevant to the events stated herein was Respondent Carney registered with the

Division as an agent, and no exemption from registration has been claimed.

an issuer, who represents an issuer in effecting or attempting to effect purchases or sales

~~of the issuer's securities~~

50. Pursuant to S.C. Code Ann. § 35-1-402(a), it is unlawful for an individual to transact

~~business in this State as an agent unless that individual is registered as a~~

registration.

51. Pursuant to S.C. Code Ann. § 35-1-402(d), it is unlawful for a broker-dealer, or an issuer

56. Respondent Tub Plug, on at least four occasions, employed or associated with an

unregistered investment adviser or unregistered business or individual or other person

57. The Respondents, on at least four occasions and in connection with the offer, sale, or

purchase of a security, directly or indirectly (1) employed a device, scheme, or artifice to



in violation of the Act and in particular §§ 25-1-201, 25-1-402 and 25-1-501 thereof.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In the written Agreement, the Parties have agreed that the following shall constitute the entire agreement between them:

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3. The Parties have agreed that the following shall constitute the entire agreement between them:

4. The Parties have agreed that the following shall constitute the entire agreement between them:

5. The Parties have agreed that the following shall constitute the entire agreement between them:

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8. The Parties have agreed that the following shall constitute the entire agreement between them:

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11. The Parties have agreed that the following shall constitute the entire agreement between them:

12. The Parties have agreed that the following shall constitute the entire agreement between them:

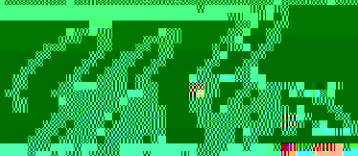
13. The Parties have agreed that the following shall constitute the entire agreement between them:

14. The Parties have agreed that the following shall constitute the entire agreement between them:

15. The Parties have agreed that the following shall constitute the entire agreement between them:

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17. The Parties have agreed that the following shall constitute the entire agreement between them:



18. The Parties have agreed that the following shall constitute the entire agreement between them:

19. The Parties have agreed that the following shall constitute the entire agreement between them:

20. The Parties have agreed that the following shall constitute the entire agreement between them:

STATE OF SOUTH CAROLINA  
OFFICE OF THE ATTORNEY GENERAL  
SECURITIES

COMPLIANCE  
File No. 17-0001

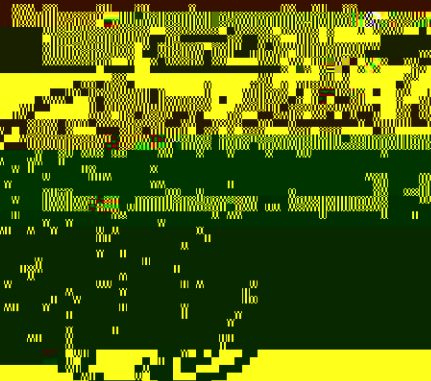
return receipt requested, first-class postage insured and addressed to:

STATE OF SOUTH CAROLINA  
OFFICE OF THE ATTORNEY GENERAL  
SECURITIES  
ATTENTION: COMPLIANCE  
COLUMBIA, SOUTH CAROLINA

Charleston, South Carolina

LAURENCE, SOUTH CAROLINA

LAURENCE, SOUTH CAROLINA



STATE OF TEXAS

COUNTY OF [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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