

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

IN RE:	§	
	§	CHAPTER 11
BULLIONDIRECT, INC.,	§	
	§	CASE NO. 15-10940-tmd
Debtor.	§	

**APPLICATION FOR EMPLOYMENT OF ATTORNEYS  
PURSUANT TO LOCAL RULE 2014 AND 9013(c)3**

**This pleading requests relief that may be adverse to your interests.**

**If no timely response is filed within twenty-one (21) days from the date of service, the relief requested herein may be granted without a hearing being held.**

**A timely filed response is necessary for a hearing to be held.**

The Debtor-in-Possession herein applies to the Court to allow the employment of the law offices of Martinec, Winn & Vickers, P.C. to represent the Debtor in this case and represents to the Court:

**Summary of Relief Requested**

Debtor desires to employ Martinec, Winn & Vickers, P.C. to represent it in the Chapter 11 proceeding. Applicant has requested that the Debtor replenish the evergreen retainer by paying an amount equal to the monthly billing invoice sent to Debtor, provided Debtor is current on all undisputed post-petition payment obligations and that it be authorized to draw down on the retainer monthly, after 15 day negative notice to the Debtor, the United States Trustee, the top 20 unsecured creditors or any unsecured creditors' committee and its attorney, in an amount not to exceed 100% of the expenses and 80% of the fees for services rendered that month. Any amount drawn down remains subject to an approved fee application.

1. This Chapter 11 bankruptcy was filed on July 20, 2015.
2. The Debtor desires to employ Martinec, Winn & Vickers, P.C. ("the Firm"), 919 Congress Avenue, Suite 200, Austin, TX 78701 (512) 476-0750, FAX No. (512) 476-0753 to serve as its counsel in this case.
3. This firm has been selected by the Debtor because the members of this firm are knowledgeable and experienced in bankruptcy practice and have represented many bankruptcy debtors in Chapter 11 cases. This firm does not hold or represent any interest adverse to the Debtor.

4. The professional services to be rendered are:

a. Counseling with the Debtor concerning the conduct of a bankruptcy case, preparation of the schedules, statement of affairs, Chapter 11 Disclosure Statement and Plan, and all other documents needed to conduct the case;

b. Attendance, with the Debtor at the Section 341 meeting and the confirmation hearing in this case;

c. Conferences and negotiations with the creditors in this case, especially with secured creditors concerning the issues of value of collateral, adequate protection, curing defaults, and other matters;

d. Drafting and filing any needed amendments to the Disclosure Statement and Plan, objections to the Disclosure Statement and Plan, objections to claims, motions to sell or buy property, motions to approve post petition financing, motions for orders approving the use of cash collateral, and other matters necessary to complete the Plan successfully;

e. Representing the Debtor in connection with any motions to lift stay or adequate protection motions during the case;

f. Counseling with the Debtor as needed throughout the course of the case.

g. Other matters as may be agreed upon by Debtor and Applicant which are related to business operations that may occur during the Plan process, including collection matters and litigation in federal and state court as may be required to enforce claims.

5. The proposed arrangement of compensation is as follows: MWV received a replenishable evergreen retainer of \$20,020.04<sup>1</sup>. Any retainer held by MWV for the Debtor shall be deposited into a separate interest-bearing account and not commingled with any other funds being held by MWV for any other party. The retainer is property of the bankruptcy estate except as to payments specifically authorized by the bankruptcy court. MWV retains no security interest in or lien on the retainer. In addition to the retainer, Debtor is to replenish the retainer by paying an amount equal to the monthly billing invoice sent to Debtor provided Debtor is current on all undisputed post-petition payment obligations. Prior to application of said funds to compensation for services rendered, such attorneys will apply to the Court for compensation pursuant to Bankruptcy Rule 2016, and under the terms of the 5th Circuit Court of Appeals ruling in the case In Re First Colonial Corporation of America, 544 F.2d 1291 (5<sup>th</sup> Cir. 1979), and other applicable case law, except that applicant requests that it be authorized to draw down

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<sup>1</sup> On the Petition Date \$17,800.00 for fees and \$1,739.90 for expenses incurred in preparation for the filing of the petition and schedules were paid, leaving a balance of \$480.14 in the Debtor's trust account.

on the retainer or funds monthly, after 15 day negative notice to the Debtor, the United States Trustee, the top 20 unsecured creditors or any unsecured creditors' committee, and any cash collateral creditor, an amount not to exceed 100% of the expenses and 80% of the fees for services rendered that month. Any amount drawn down remains subject to an approved fee application. The firm will bill against the retainer, if any, at its usual and customary rates and for costs. If the fees and costs exceed the retainer, the firm will be compensated at its usual and customary rates and will be reimbursed for costs upon application to the Court for approval of fees and costs in excess of the retainer, as set out in this paragraph. Extensive amendments to bankruptcy schedules may also require an additional deposit to the retainer. The retainer is not to be understood as the upper limit on fees and costs. Debtor may be required to replenish the retainer from operations or otherwise during the course of representation.

6. Other professionals in the same profession who have been hired by the Debtor are as follows:

None

7. To the best of the knowledge of the Debtor and of the attorneys to be employed, there is no connection between the attorneys to be hired and the Debtor, creditors, any party in interest in this case, their respective attorneys and accountants, the U. S. Trustee, or any person employed in the office of the U. S. Trustee unless set out in Paragraph 5 of the Affidavit.

8. The hourly rates to be charged by the personnel of Martinec, Winn & Vickers, P.C. who will be working on this case are at this time as follows:

Joseph D. Martinec	\$450.00
Ed Winn	\$350.00
Lee Vickers	\$350.00
Paralegals	\$100.00
Law Clerks	\$ 35.00
Administration	\$ 20.00

Such hourly rates may be raised in the future, subject to approval of the Court as being reasonable under the procedures set out in Paragraph 5.

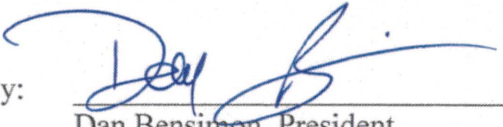
9. If the case is converted to a case under Chapter 7, MWV will turn over any retained funds which have not been approved for payment by the court to the Chapter 7 trustee upon reasonable request.

10. Unless a separate written engagement agreement is attached to this application as Exhibit A and made a part hereof, the terms set forth in the application shall represent the agreement of the parties.

WHEREFORE, the Debtor requests an order of the Court allowing the appointment of Martinec, Winn & Vickers, P.C. as attorneys for the Debtor herein upon the terms described in this application and for such other relief as is just.

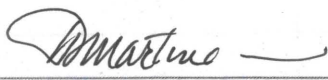
Respectfully submitted,

BULLIONDIRECT, INC.

By:   
Dan Bensimon, President

ACCEPTED & ACKNOWLEDGED:

MARTINEC WINN & VICKERS P.C.

By:   
Joseph D. Martinec  
State Bar No. 13137500

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

IN RE: BULLIONDIRECT, INC.

§

CHAPTER 11 NO. 15-10940-tmd

STATE OF TEXAS )  
COUNTY OF TRAVIS )

**AFFIDAVIT OF PROPOSED ATTORNEYS**

I, Joseph D. Martinec, of Martinec, Winn & Vickers, P.C., state on oath as follows:

1. I am an attorney and counselor at law, duly admitted to practice in the State of Texas and in this Court.

2. The firm of Martinec, Winn & Vickers, P.C. maintains an office at 919 Congress Avenue, Suite 200, Austin, TX 78701 (512) 476-0750.

3. The firm has no connection with the above named Debtor, its creditors, any other party in interest herein, their respective attorneys and accountants, the U. S. Trustee, or any person employed in the office of the U. S. Trustee, except as set forth in Paragraph 5 below, if any.


4. I have reviewed the list of creditors herein, and to the best of my knowledge I represent no interest adverse to the Debtor-in-Possession herein or its estate in the matters upon which the Firm is to be engaged.

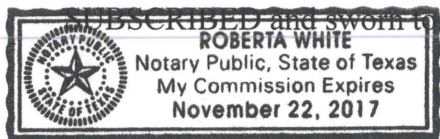
5. Deborah A. Bynum, a trial attorney with the Office of the U.S. Trustee, was formerly associated with this firm, but left the firm in 2003.

6. The firm has represented entities in which Dan Bensimon served as trustee, liquidating trustee or financial advisor, and it has represented companies in which he is the representative.

MARTINEC, WINN & VICKERS, P.C.  
919 Congress Avenue, Suite 200  
Austin, TX 78701  
(512) 476-0750/FAX (512) 476-0753

By:

  
Joseph D. Martinec  
State Bar No. 13137500



SUBSCRIBED and sworn to before me this 22nd day of July, 2015.

  
Notary Public, State of Texas

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

IN RE:            BULLIONDIRECT, INC.                      §            Chapter 11 No. 15-10940-tmd

**DISCLOSURE OF COMPENSATION UNDER 11 U.S.C. § 329  
AND BANKRUPTCY RULE 2016(b)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above named Debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the Debtor in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$the sums and terms set forth in the Application to Employ<sup>2</sup>

Prior to filing of this statement I have received \$20,020.04<sup>3</sup>

Balance Due \$pursuant to the terms set forth in the Application to Employ<sup>4</sup>

2. The source of the compensation paid to me was:

XX Debtor Other (specify)

3. The source of compensation to be paid to me is:

XX Debtor \_\_\_\_\_ Other (specify) \_\_\_\_\_

4. XX I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

\_\_\_\_ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal services for all aspects of the bankruptcy case, including all matters set forth in the Application for Employment of Attorneys.

<sup>2</sup> Applicant has agreed to be compensated at the hourly rates of personnel of the law firm and for applicable expenses

<sup>3</sup> Includes sums paid within the preceding year including the retainer and amounts paid as fees and expenses in the preparation for the filing of the petition and related documents.

4 The balance due will be determined by appropriate order of the Court.

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the Debtor in this bankruptcy proceeding.

DATED: July 22 2015



Joseph D. Martinec, State Bar No. 13137500

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing *Application for Employment of Attorneys Pursuant to Local Rule 2014 and 9013(c)3*. has been served via the Court's ECF Noticing System and was sent by first class mail, postage prepaid, to the following on the 22nd day of July, 2015.

Dan Bensimon  
BullionDirect, Inc.  
P.O. Box 1987  
Austin, TX 78767-1987

U. S. Trustee  
903 San Jacinto, Suite 230  
Austin, TX 78701

The Notice attached hereto as Exhibit B was sent to the creditors and parties in interest listed on the attached matrix pursuant to Local Rule 9013.



Joseph D. Martinec

MARTINEC, WINN & VICKERS, PC  
ATTORNEYS AT LAW  
919 CONGRESS AVENUE, SUITE 200  
Austin, TX 78701  
TELEPHONE (512) 476-0750  
FAX (512) 476-0753

## **Professional Services Agreement**

effective June 16, 2015

**PARTIES.** This agreement is between Martinec, Winn & Vickers, P.C. (“we” or the “Firm”) and BullionDirect, Inc. (“you”).

**SCOPE.** The Firm agrees to provide services to BullionDirect, Inc. in connection with a Chapter 11 proceeding, which work includes dealing with claims of creditors and, if necessary, filing a Chapter 11 Bankruptcy Petition, preparation of schedules and statement of financial affairs, Initial Report to U. S. Trustee, Plan of Reorganization, Disclosure Statement, and other documents as necessary, preparation of Motions, responding to Motions filed during the course of the reorganization, and appearance at the initial debtor conference and any hearings as required.

We do not represent you as an individual, but represent the business entity. To the extent that your individual interests are in conflict with the business entity, you may want to retain individual counsel. To the extent that you may be involved in more than one business entity, we represent only the entity named in this agreement. If at some point you need clarification on the extent of our representation, you need to ask an attorney of this firm for that clarification. It is important that you understand that we represent the corporation which, upon filing, becomes a Debtor-in-Possession (DIP). **You, as the representative of the DIP, have a fiduciary capacity to the DIP and ultimately the creditors and shareholders or limited partners of the DIP.**

In the event that a trustee is appointed at any point during this representation, either because the case converts to a Chapter 7 or the Court appoints a trustee to take over the Chapter 11, our representation of the Debtor ceases and we have no further obligation with respect to pending matters or future obligations unless otherwise agreed by the parties to this agreement.

**POST CONFIRMATION:** It is probable that additional fees will be incurred post confirmation for work performed for the Debtor. We typically open a new file for the “new entity” created upon confirmation of the plan, but you will be responsible for all fees incurred related to this matter. Post confirmation fees are due upon receipt, i.e. there is no requirement for a fee application or anything else that would delay payment. If you have questions, please ask.

This firm is not obligated to represent you in any adversary proceeding which is filed in the case. In the event objections, complaints, adversaries, or other motions are filed by your creditors or any other interested party, you will also be billed against the retainer on an hourly basis for any work performed by our firm.



**RETAINER.** Our representation requires a retainer of \$20,000.00\* (of which \$1,717.00 will be applied to filing fees required by the bankruptcy court) for fees to be rendered and costs and expenses including personal, telephonic or electronic communications with the client to be incurred in connection with your representation in the matter set forth in the first paragraph of this letter. Pre-filing fees and expenses (incurred prior to the filing date) will be paid in full from the retainer. A separate amount may be due for filing fees and costs associated with our representation. Extensive amendments to bankruptcy schedules may also require an additional deposit to be made to the retainer. **The retainer is a deposit or credit against future charges and does not reflect the actual cost of performing the work for which the firm is hired.** The amount charged as a retainer is based on various factors and is NOT AN INDICATION OF THE TOTAL AMOUNT YOU MAY INCUR IN THIS PROCEEDING. *We draw down the retainer by the amount of your bill and send your bill showing the remainder due. All fees and expenses incurred prior to the receipt of the retainer must be paid in full at the time the retainer is paid and in addition to the payment of the retainer.* The retainer stated above must be fully replenished if it is reduced by payments for services and expenses incurred prior to the actual filing of the matter in paragraph 1, if applicable. Any amount in excess of the retainer is due and payable according to the terms of this letter. Our invoices are due on receipt and are past due after thirty days, except in those cases which require Court approval of fees prior to payment. The firm might require a retainer in a different amount than shown above based on future circumstances of representation.

Any amounts drawn from the retainer must be replenished within 10 days after you are notified of the amount to be replenished. As to funds drawn from the retainer attributable to fees and expenses incurred after the Chapter 11 filing, prior to application of said funds to compensation for services rendered, the Firm will apply to the Court for interim compensation. The Firm will be authorized to draw down on the retainer or funds monthly, after 15 day negative notice to the Debtor, the Chief Reorganization Officer, the United States Trustee, the top 20 unsecured creditors or any unsecured creditors' committee, and any cash collateral creditor, in an amount not to exceed 100% of the expenses reflected on that month's bill and 80% of the fees for services rendered that month. Any amount drawn down remains subject to an approved fee application. The Firm will bill against the retainer, if any, at its usual and customary rates and for costs. If the fees and costs exceed the retainer, the firm will be compensated at its usual and customary rates and will be reimbursed for costs upon application to the Court for approval of fees and costs in excess of the retainer, as set out in this paragraph. The retainer is not to be understood as the upper limit on fees and costs.

Any retainer balance will be first applied to required administrative expenses (again, approved by the Court) and then be made available for operating expenses or plan payments as disclosed in a plan or other document. If this case converts to a Chapter 7, these funds may be claimed by a Chapter 7 trustee.

**HOURLY RATES.** The Firm will strive to provide BullionDirect, Inc. with legal services on a cost-effective basis. The Firm's fee schedule varies according to the knowledge, experience, and

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\* The retainer is subject to revision after return of the Chapter 11 worksheet and supporting information.

expertise of the lawyer involved and varies from year to year. This matter will principally be handled by the following at the listed current hourly rates:

<input checked="" type="checkbox"/> Martinec, Joseph D. \$450.00	<input checked="" type="checkbox"/> White, Birdie, CLA \$100.00
<input checked="" type="checkbox"/> Winn, Ed \$350.00	<input checked="" type="checkbox"/> Administrative \$20.00
<input checked="" type="checkbox"/> Vickers, Lee \$350.00	

It may be necessary to call on other lawyers and legal assistants in this firm as needed to lend their expertise or to assist with cost savings in handling the matter. Billings will be based on the time actually spent on this engagement. Billings will be in tenths of hours. These rates are subject to change periodically, however, the Firm will give written notice prior to any changes.

**ADJUSTMENTS TO HOURLY RATES.** In accordance with the Texas Code of Professional Responsibility and applicable bankruptcy law, the Firm adjusts its fees in accordance with several factors, including (a) the novelty and difficulty of the questions involved and skill requisite to perform the legal service properly, (b) the likelihood that the acceptance of the particular employment will preclude other employment by the Firm, (c) the fee customarily charged in the locality for similar legal services, (d) the amount involved and the results obtained, (e) the nature and length of the professional relationship with BullionDirect, Inc., (f) and the experience, reputation, and ability of the Firm.

**EXPENSES.** If it becomes necessary to use outside counsel, or experts, it will be your responsibility to pay for these services directly. Likewise, expenses incurred on your behalf are also your responsibility. Such expenses include, but are not limited to, outside copying services, court reporters, deposition charges, court filing fees, delivery charges, overtime expenses, long-distance telephone calls, and on-line research. These expenses are not part of the lawyer's compensation. BullionDirect, Inc. agrees that the Firm will have the authority to contract for services, of any person, firm, or organization that the Firm deems appropriate for the proper conduct of this matter, and that the charges for the services rendered will be paid by BullionDirect, Inc. These expenses may be included in your bill or sent to you directly. Varying billing cycles of outside providers may cause a delay in which a charge appears on your bill, such as long distance charges. Payment is due in full upon receipt of the bill, unless specifically indicated otherwise.

**OTHER PROFESSIONALS.** If it is necessary to employ outside professionals such as other counsel, accountants, experts, or appraisers, the Firm will obtain BullionDirect, Inc.'s prior approval and will seek and obtain the approval of the court, if necessary. Unless arrangements are made between us, BullionDirect, Inc. shall be responsible for making all necessary fee arrangements directly with such professionals.

**YOUR OBLIGATIONS.** In order to enable us to effectively render legal services to you, you agree to disclose fully and accurately all facts and keep us apprised of all developments relating to the matter described in the first paragraph of this letter.

In the event you have a change of address before the completion of this matter, please notify this office immediately so that we can inform the Court of your new address. You have an ongoing obligation to keep the Court informed during the pendency of this matter. You further agree to cooperate fully with us and to be available to attend meetings and any proceeding we advise you to

attend. Because of the nature of legal representation in general, we have made no promises or guarantees to you concerning the outcome of this engagement, and we cannot do so. **Please be advised that this firm uses e-mail for communication. We take every precaution to make sure that all transmissions are electronically secure, however, if this is a concern for you, please make sure you bring that to our attention.**

**COSTS AND RESULTS.** This firm's foremost objective is to provide quality legal services. We recognize the importance of knowing how a client feels about the services provided by our attorneys. Please feel free to discuss any aspect of the firm's services or charges with the Firm. The Firm shall strive to bring this matter to a prompt conclusion by way of court disposition or negotiated settlement as you desire. Nonetheless, there are always significant risks in litigation and bankruptcy. Negotiations and litigation can often run at their own pace due to facts beyond the control of the parties. Often, emotions and impressions can play a vital role in any contested matter, contribute to uncertain results, and complicate negotiations or litigation. Moreover, the cost of representation varies upon numerous factors beyond our control such as reasonableness of the parties and their counsel, litigation strategy of opposing counsel, and factual, legal, and procedural issues which arise throughout the representation. The court involved may not agree with your legal position and our argument. The Firm will do our best to evaluate this matter and properly advise you so that you can make informed decisions, but because of the multiplicity of factors which influence the outcome of such matters, the Firm cannot warrant or guarantee any particular cost estimate, result, or outcome.

**DOCUMENT AND RETENTION REQUIREMENTS IN LITIGATION AND BANKRUPTCY MATTERS.** Federal and State courts require that each litigant/client maintain and preserve all records relating in any way to a given dispute, dating from the time when it was or reasonably could have been anticipated that litigation would be initiated. What this means for you is that you must strictly follow a policy (which in our opinion should be written and circulated to all client employees and agents) that insures the protection of and ability to retrieve paper and electronic documents and records relating to a dispute. When in doubt about a particular item, you should maintain and preserve it. Please note this policy must extend to all electronic materials as well as paper, including emails and the like, and extends to all versions of a given document. The consequence of failing to implement and adhere to such a policy is potentially severe, and could affect the outcome of your case. In some instances, a court is authorized to instruct the jury that the lack of a document or record on a specific subject allows the jury to infer that the item, if it existed, would have supported the adverse parties' claim. The policy above-described must also include a policy for periodic backing up of electronic information, and storage in a way that electronic malfunction or inadvertent operation will not destroy the information. If you have any question about document retention and preservation, please contact us immediately.

**TERMINATION.** You shall at all times have the right to terminate the Firm's services upon written notice to that effect. The Firm shall at all times have the right to terminate its services upon written notice to that effect in the event you either fail to cooperate with the Firm in any reasonable request, or if the Firm determines in its reasonable discretion that its continued services to you would be unethical or impractical. The Firm will be entitled to collect its attorneys' fees and expenses incurred in enforcing this agreement. In some instances, the Firm will be required to go through a legal process to withdraw from representation and you agree to participate in that process.

**FILE RETENTION.** We do not intend to keep originals of any documents in our files and will return any such documents to you for safe keeping after making such copies as we may need for our representation. Once our representation is concluded for a specific matter, we will close that file, sending you a letter in regard to that and including any original documents or copies that we believe may be of use to you in the future. We destroy our files after 5 years.

Please sign and return a copy of this agreement in the envelope provided. If a copy of this letter, signed by you, is not returned within ten (10) days of the date of this letter, the firm may require me to cease any further work on your behalf; in that case we may be compelled to terminate this engagement and invoice you for time and expenses as of the date of termination.

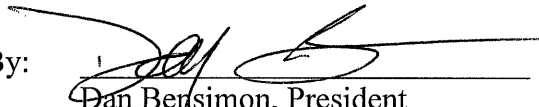
MARTINEC, WINN & VICKERS, P.C.

By:   
Joseph D. Martinec

DATE: July 20, 2015

**AGREED AND ACCEPTED:**

BULLIONDIRECT, INC.

By:   
Dan Bensimon, President  
P.O. Box 1987  
Austin, TX 78767-1987

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

IN RE: BULLIONDIRECT, INC. § CHAPTER 11 NO. 15-10940-tmd

**NOTICE OF EMPLOYMENT OF ATTORNEYS**

**This pleading requests relief that may be adverse to your interests.**

**If no timely response is filed within twenty-one (21) days from the date of service, the relief requested herein may be granted without a hearing being held.**

**A timely filed response is necessary for a hearing to be held.**

Name of Debtor: BullionDirect, Inc.

Identity of Professional: Martinec, Winn & Vickers, P.C.

Nature of Profession: Attorneys

Conflicts: None

Retainer: \$20,020.04 less pre-petition fees and expenses. Applicant has requested that the Debtor replenish the evergreen retainer by paying an amount equal to the monthly billing invoice sent to Debtor, provided Debtor is current on all undisputed post-petition payment obligations and that it be authorized to draw down on the retainer monthly, after 15 day negative notice to the Debtor, the United States Trustee, the top 20 unsecured creditors or any unsecured creditors' committee and its attorney, in an amount not to exceed 100% of the expenses and 80% of the fees for services rendered that month. Any amount drawn down remains subject to an approved fee application.

Proposed Compensation: Hourly: Joseph D. Martinec \$450.00, Ed Winn \$350.00; Lee G. Vickers \$350.00; Paralegals \$100.00; Law Clerks \$35.00; Administration \$20.00

List of other Professionals: None

MARTINEC, WINN & VICKERS, P.C.  
919 Congress Avenue, Suite 200  
Austin, TX 78701  
(512) 476-0750/FAX (512) 476-0753  
[martinec@mwvmlaw.com](mailto:martinec@mwvmlaw.com)

By: 

Joseph D. Martinec, Bar No. 13137500  
PROPOSED ATTORNEYS FOR DEBTOR-IN-POSSESSION

**BULLIONDIRECT, INC.**  
Chapter 11 No. 15-10940-tmd  
Mailing Labels – Master Service List

Irmen, Travis  
P.O. Box 2836  
Cedar Park, TX 78630-2836

**Parties Requesting Notice**

Amended: 7/22/2015

BullionDirect, Inc.  
P.O. Box 1987  
Austin, TX 78767-1987

Thomas, Blake  
4421 Hank Ave.  
Austin, TX 78745

Kay D. Brock (Travis County)  
Assistant Travis County Attorney  
P.O. Box 1748  
Austin, TX 78767  
[kay.brock@traviscountytexas.gov](mailto:kay.brock@traviscountytexas.gov)  
(Via ECF or e-mail)

Dan Bensimon  
7028 Cielo Azul Pass  
Austin, TX 78732

Rakuten Marketing LLC  
215 Park Avenue South, 8<sup>th</sup> Floor  
New York, NY 10003

Jeffrey R. Erler/Laura Fontaine  
Gruber Hurst Elrod Johnsen Hail Shank, LLP  
(Diamond State & Dillon Gage)  
1445 Ross Avenue, Ste. 2500  
Dallas, TX 75202  
(Via ECF or e-mail)

Henry Hobbs/Valerie Wenger  
Office of the U.S. Trustee  
903 San Jacinto Blvd., Room 230  
Austin, TX 78701

Dechert, LLP  
300 W. 6<sup>th</sup> St., Ste. 2010  
Austin, TX 78701

**Twenty Largest Unsecured  
Creditors**

UPS  
P.O. Box 650580  
Dallas, TX 75265

American Express  
#XX9-31004  
World Financial Center  
200 Vesey Street  
New York, NY 10285

Dillon Gage Inc. of Dallas  
(Served via Attorney Below)

IBM/Digital Analytics  
P.O. Box 676673  
Dallas, TX 75267-6673

Diamond State Depository, LLC d/b/a  
International Depository Service of  
Delaware  
(Served via Attorney Below)

Bernal, Natasha  
6280 McNeil Dr. #204  
Austin, TX 78729

Proposed Order

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

IN RE: BULLIONDIRECT, INC. § CHAPTER 11 NO. 15-10940-tmd

**ORDER APPROVING EMPLOYMENT OF COUNSEL**

Upon the application of the Debtor-in-Possession in the above case to employ Martinec, Winn & Vickers, P.C. as counsel for the Debtor and it appearing that said persons or Firm do not hold or represent any interest adverse to the estate and are disinterested persons within the meaning of 11 U.S.C. § 101(14) and being further satisfied that the application to employ said Attorneys addresses the requirements of Bankruptcy Rule 2014, it is

**ORDERED** that the employment of Martinec, Winn & Vickers, P.C. as counsel for the Debtor-in-Possession in this case be, and it hereby is, approved.

**FURTHER ORDERED** that Applicant is authorized to draw down on the retainer or funds for professional fees made available under any approved cash collateral order monthly, after 15 day negative notice to the Debtor, the United States Trustee, the top 20 unsecured creditors or any unsecured creditor committee, and any cash collateral creditor, in an amount not to exceed 100% of the expenses and 80% of the fees for services rendered that month, PROVIDED that Debtor is current on U.S. Trustee fees or any other post-petition administrative expenses, unless such fees or expenses are subject to a bona fide dispute. Any amount drawn down remains subject to an approved fee application.

**FURTHER ORDERED** that Debtor is authorized to replenish the retainer from operations or otherwise during the course of representation PROVIDED that Debtor is current on U.S. Trustee fees or any other post-petition administrative expenses, unless such fees or expenses are subject to a bona fide dispute.

# # #

Order prepared by:

Joseph D. Martinec  
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