Docket #0086 Date Filed: 10/06/2025
United States Bankruptcy Court
Southern District of Texas
ENTERED
October 06, 2025
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BANGO OIL LLC,[1]	)	Case No. 24-90508 (CML)
Debtor.	)	

STIPULATION AND AGREED ORDER
REGARDING MELVIN AUTRY

This joint stipulation and agreed order (this "Stipulation and Agreed Order") is made and entered into by and among (a) the above-captioned reorganized debtor (the "Reorganized Debtor"),[2] (b) Melvin Autry (the "Plaintiff,"), and (c) the Vertex GUC Trust (the "GUC Trust" and, collectively with the Reorganized Debtor and Plaintiff, the "Parties"). The Parties hereby stipulate and agree as follows:

WHEREAS, Plaintiff alleges that (i) on or about November 17, 2023, Plaintiff was a worker or employee employed by Vertex Refining Alabama, LLC ("Defendant"), (ii) Plaintiff suffered injuries (the "Incident") that arose out of the line and scope of his employment, and (iii) as a proximate result thereof, was temporarily disabled and will be permanently totally disabled;

WHEREAS, on September 24, 2024 (the "Petition Date"), the Debtors, including Defendant, filed voluntary petitions for relief under Title 11 of the United States Code (the

[1] The Reorganized Debtor's service address for purposes of this chapter 11 case is: 9107 West Russell Road, Suite 100, Las Vegas, Nevada 89148. The Reorganized Debtor's chapter 11 case was previously jointly administered under the chapter 11 case of Vertex Energy, Inc., Case No. 24-90507 (CML).

[2] Capitalized terms used but not otherwise defined in this Stipulation and Agreed Order shall have the meanings ascribed to them in the *Second Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and its Debtor Affiliates* (Docket No. 564) (as supplemented and otherwise amended, the "Plan").

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"Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

WHEREAS, on October 28, 2024, the Bankruptcy Court entered the *Order (I) Establishing Deadlines for the Filing of Proofs of Claim, (II) Approving the Form and Manner of Notice Thereof, (III) Approving the Forma and Manner for Filing Proofs of Claim, and (IV) Granting Related Relief* [Docket No. 312] (the "Bar Date Order"), establishing November 27, 2024 as the deadline for non-governmental entities to file proofs of claim;

WHEREAS, on November 21, 2024, Plaintiff filed the *Complaint* (the "Action") in the Circuit Court of Mobile County, Alabama, Case No. 02-CV-2024-903026, seeking a judgment against Defendant for compensation benefits under the Workers' Compensation Act of the State of Alabama;

WHEREAS, on January 9, 2025, Plaintiff filed a *Voluntary Notice of Dismissal Without Prejudice* pertaining to the Action due to the automatic stay being in effect in Defendant's chapter 11 case;

WHEREAS, on January 16, 2025, Plaintiff filed proof of claim no. 605 (the "Proof of Claim"), asserting an unsecured claim in the amount of $750,000;

WHEREAS, the Bankruptcy Court entered the Confirmation Order on December 20, 2024 [Docket No. 578], and the Effective Date of the Plan occurred on January 21, 2025 [Docket No. 646];

WHEREAS, the Plan and Confirmation Order established the GUC Trust, and the GUC Trustee was appointed on the Effective Date;

WHEREAS, following the Effective Date, the commencement of any action with respect to the Incident, has been enjoined by the injunction set forth in Section VIII.F of the Plan (the "Plan Injunction");

WHEREAS, one or more of the Reorganized Debtors' insurance policies[3] is applicable to the Incident, including Policy No. U-WC-3080-A CW (the "Insurance Policy"), issued by Zurich North America (the "Insurer");

WHEREAS, pursuant to the Insurance Policy, the Insurer provides certain insurance coverage subject to applicable limits, retentions, exclusions, terms, and conditions, as described in more detail in the Insurance Policy and related agreements;

WHEREAS, at the time of the Incident, the Debtors maintained the Insurance Policy. For the avoidance of doubt, the Insurance Policy does not contain any deductible, self-insured retention, or any other provision that would require the Debtors or Reorganized Debtors (as applicable) or their estates to bear any costs or expenses incurred with respect to the Incident before Insurer's duty arises to defend the Reorganized Debtors for the Incident;

WHEREAS, on April 1, 2025, the Bankruptcy Court entered the *Final Decree Closing Certain of the Chapter 11 Cases*, including the chapter 11 case of Defendant;

WHEREAS, pursuant to Article VIII.F of the Plan, the automatic stay has been terminated with respect to Defendant, but the Plan Injunction remains; and

WHEREAS, the Reorganized Debtors consent to relief from the Plan Injunction on the terms and conditions set forth in, and solely to the extent provided in, this Stipulation and Agreed Order.

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[3] Pursuant to Article V.E of the Plan (as defined herein), the Debtors' insurance policies were assumed and revested in the Reorganized Debtors.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED TO, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION AND AGREED ORDER AND ITS ENTRY ON THE BANKRUPTCY COURT'S DOCKET AS AN ORDER OF THE BANKRUPTCY COURT, IT IS SO ORDERED as follows:

1. The above recitals are incorporated by reference into this Stipulation and Agreed Order with the same force and effect as if fully set forth hereinafter.

2. The Plan Injunction is modified with respect to Plaintiff solely to the limited extent necessary to enable Plaintiff to (a) proceed in all respects to enter into negotiations with the Insurer regarding the Incident and/or recommence the Action, (b) recover, collect, and enforce their rights solely against the Insurance Policy, if available, and (c) recover any final judgment or settlement solely from the proceeds of the Insurance Policy, if available.

3. Plaintiff acknowledges and agrees that: (a) the Proof of Claim, to the extent Allowed, shall solely be treated in accordance with the terms of the Plan, including, but not limited to, Plan Sections VI.K.2 (Claims Payable by Third Parties) and VII.E (Estimation of Claims and Interests); (b) any amounts awarded to Plaintiff by a final judgment or settlement against the Debtors, their estates, their successors, their assigns, or any Reorganized Debtor, are recoverable solely from the Insurance Policy and/or proceeds thereof, if any; and (c) the Reorganized Debtors have not made any representations or warranties as to the likelihood or possibility of recovery against the Insurance Policy.

4. Except with respect to distributions to be made by the GUC Trust pursuant to the Plan (including, without limitation, Section VI.K.2 of the Plan) in connection with the allowance of the Proof of Claim to the extent the Proof of Claim asserts claims not then satisfied, the GUC Trust shall not be obligated to: (i) pay any amounts owed or awarded in connection with the

Incident, including, but not limited to, any monetary damages, insurance deductible, self-insured retention, or attorneys' fees and expenses; (ii) participate or otherwise expend any resources, financially or otherwise, relating to the Incident, except to the extent a reasonable information or document request is made to the GUC Trust by the Parties (of which the GUC Trust alone possesses the information or document), or (iii) pay or otherwise satisfy (a) any self-insured retention or deductible liability, (b) any obligation to post any security deposit with an insurer pursuant to the terms of any insurance policy, (c) any defense costs, (d) any judgment, or (e) any other costs of any kind arising out of or related to the Incident, including, without limitation, costs associated with any discovery conducted in connection therewith.

5. For the avoidance of doubt, nothing in this Stipulation and Agreed Order shall: (a) alter, amend, or otherwise modify the terms and conditions of the Insurance Policy; (b) terminate, expand, or contract any coverage that may be available under the Insurance Policy; or (c) preclude or limit the right of the Insurer to contest and/or litigate the existence, primacy, and/or scope of available coverage under the Insurance Policy or to assert any defenses to coverage under the Insurance Policy, as applicable.

6. The Debtors or Reorganized Debtors (as applicable) shall not be obligated to: (i) pay any amounts owed or awarded in connection with the Incident, including, but not limited to, any monetary damages, insurance deductible, self-insured retention, or attorneys' fees and expenses; (ii) participate or otherwise expend any resources, financially or otherwise, in the Incident, except to the extent a reasonable information or document request is made by Plaintiff or Insurer (of which the Debtors or Reorganized Debtors, as applicable, alone possesses the information or document), or; (iii) pay or otherwise satisfy (a) any self-insured retention or deductible liability, (b) any obligation to post any security or deposit with an insurer pursuant to

the terms of any insurance policy, (c) any defense costs, (d) any judgment, or (e) any other costs of any kind arising out of or related to the Incident.

7. On and from the entry of this Stipulation and Agreed Order, the Plaintiff waives any right to, and shall take no action to, enforce, collect, liquidate, or recover upon any resulting settlement or judgment received in connection with the Incident against the GUC Trust (except with respect to the allowance of the Proof of Claim to the extent the Proof of Claim asserts claims not then satisfied), the Reorganized Debtors, or the property of any of the foregoing. The Plaintiff acknowledges and agrees that no judgment or award of any kind is enforceable against or recoverable from the assets of the GUC Trust, the Debtors, or the Reorganized Debtors, other than as provided herein and in the Plan and Confirmation Order solely with respect to the Proof of Claim.

8. On and from the entry of this Stipulation and Agreed Order, Plaintiff waives any right to, and shall take no action to, enforce, collect, liquidate, or recover upon any resulting settlement or judgment received in connection with the Incident against the GUC Trust (except with respect to the allowance of the Proof of Claim to the extent the Proof of Claim asserts claims not then satisfied), the Reorganized Debtors, or the property of any of the foregoing. Plaintiff acknowledges and agrees that no judgment or award of any kind is enforceable against or recoverable from the assets of the GUC Trust, the Debtors, or the Reorganized Debtors, other than as provided herein and in the Plan and Confirmation Order solely with respect to the Proof of Claim.

9. By entering into this Stipulation and Agreed Order, the Reorganized Debtors are not waiving, and will not be deemed to have waived, any available rights, counterclaims, or defenses, including at law, equity, or otherwise with respect to the Incident.

10. Neither this Stipulation and Agreed Order, nor any negotiations and writings in connection therewith, will in any way be construed as, or deemed to be evidence of, an admission on behalf of any Party regarding any claim or right that such Party may have against the other Party.

11. Neither this Stipulation and Agreed Order, nor any terms contained herein, shall be offered in evidence in any legal proceeding or administrative proceeding among or between the Parties, other than as may be necessary: (a) to obtain approval of and to enforce this Stipulation and Agreed Order; (b) to seek damages or injunctive relief in connection therewith; or (c) to prove that the Plan Injunction and the automatic stay under section 362 of the Bankruptcy Code has been modified in accordance with the terms of, and solely to the extent provided for by, this Stipulation and Agreed Order.

12. To the extent applicable, the Plan Injunction is hereby modified, if and to the extent necessary, to permit any insurer, from which coverage is sought pursuant to Plaintiff's claims (or any third party administrator with respect to such claims) to administer, handle, defend, settle, and/or pay such claims in the ordinary course of business and without further order of the Bankruptcy Court.

13. Each of the Parties represents and warrants it is duly authorized to enter into and be bound by this Stipulation and Agreed Order. This Stipulation and Agreed Order and all its terms and conditions shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns and no third-party rights shall be created hereunder. This Stipulation and Agreed Order shall be deemed to have been drafted jointly by the Parties and any uncertainty or omission shall not be construed as an attribution of drafting by either Party.

14. This Stipulation and Agreed Order is subject to the approval of the Bankruptcy Court and shall be of no force and effect unless and until an order approving the same is entered. If this Stipulation and Agreed Order is not approved by the Bankruptcy Court, or is changed in any manner on reconsideration or appeal, it shall be null and void and shall not be referred to, or used for any purpose, by either of the Parties.

15. This Stipulation and Agreed Order shall not be modified, altered, amended, or vacated without written consent of the Parties hereto. Any such modification, alteration, amendment, or vacation, in whole or in part, shall be subject to the approval of the Bankruptcy Court.

16. This Stipulation and Agreed Order contains the entire agreement by and between the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation and Agreed Order.

17. Any lawsuit commenced or continued against Defendant (including the recommencement of the Action) shall name Defendant solely as nominal defendant to the extent necessary to legally preserve Plaintiff's claims against the Insurer, for any and all claims, demands, actions and causes of action, for damages, personal injuries, compensation, medical expenses, court costs, attorney's fees, penalties, interest, expenses, and loss of any and every kind whatever, whether past, present or future, and whether or not of the kind enumerated, directly or indirectly sustained or suffered by Plaintiff on account of, or in any way growing out of any and all known and unknown personal injuries and property damage which resulted or may result from the Incident; *provided* that, notwithstanding the foregoing, the protections of the Plan Injunction shall stay in effect with respect to Defendant in all respects.

18. The Bankruptcy Court retains exclusive jurisdiction with respect to any disputes arising from or other actions to interpret, administer, or enforce the terms and provisions of this Stipulation and Agreed Order.

IT IS SO ORDERED.

Signed: October 06, 2025

Christopher Lopez
United States Bankruptcy Judge

STIPULATED AND AGREED TO THIS 3rd DAY OF OCTOBER, 2025:

Houston, Texas
October 3, 2025

/s/ *Jason G. Cohen*

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