

**ENTERED**

September 25, 2024

Nathan Ochsner, Clerk

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

_____	)	
In re:	)	Chapter 11
	)	
VERTEX ENERGY, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 24-90507(CML)
	)	
Debtors.	)	(Jointly Administered)
	)	
_____	)	<b>Re: Docket No. 7</b>

**ORDER AUTHORIZING THE DEBTORS  
TO (I) PAY PREPETITION WAGES, SALARIES, OTHER  
COMPENSATION, AND REIMBURSABLE EXPENSES, (II) CONTINUE  
EMPLOYEE BENEFITS PROGRAMS AND (III) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the Debtors to (a) pay certain prepetition wages, salaries, other compensation, and reimbursable expenses, (b) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations thereto, (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates,

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.veritaglobal.net/vertex>. The location of Debtor Vertex Energy, Inc.’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 1331 Gemini Street, Suite 250, Houston, Texas 77058.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



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their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, to continue to provide, and to pay any claims or obligations on account of, the Employee Compensation and Benefits in the ordinary course and in accordance with the Debtors' prepetition policies and the terms of this Order.

2. The Debtors shall not make any bonus, incentive, retention, or severance payments to any Insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

3. The Debtors are authorized, but not directed, to continue the Cash Balance Plans, Non-Insider Bonus Programs, Health and Welfare Coverage Benefits, Retirement Programs, Paid Time Off and Paid Leave Benefits, the Impact Safety Bonus, the Non-Insider Severance Benefits and any additional wage and benefit programs described in the Motion, in each case, in the ordinary course of business and consistent with historical practices, including making any payments or satisfying any obligations to non-insider employees with respect to the prepetition period.

4. The automatic stay of section 362(a) of the Bankruptcy Code, to the extent applicable, is hereby lifted to permit: (a) Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum;

(b) the Debtors to continue the Workers' Compensation Program and pay all undisputed prepetition amounts relating thereto in the ordinary course; (c) insurers and third-party administrators to handle, administer, defend, settle, and/or pay Workers' Compensation Claims and direct action claims; and (d) insurers and third-party administrators providing coverage for any Workers' Compensation Claims or direct action claims to draw on any and all collateral provided by or on behalf of the Debtors therefor without further order of the Bankruptcy Court if and when the Debtors fail to pay and/or reimburse any insurers and third-party administrators for any undisputed amounts in relation thereto. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the applicable Workers' Compensation Program.

5. The Debtors are authorized, but not directed, to forward any unpaid amounts on account of Withholding Obligations to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices.

6. The Debtors are authorized, but not directed, to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to outside professionals.

7. The Debtors shall not (a) honor any prepetition Employee Compensation and Benefits to any individual that exceeds the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code nor (b) pay any amounts to "insiders" of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code under any bonus, incentive, or retention plan without seeking authority from this Court. However, if other unpaid prepetition claims or obligations to any Employee exceed the \$15,150 priority wages cap imposed by section 507(a)(4) of the Bankruptcy Code, the Debtors shall seek relief to pay such amounts pursuant to a separate

motion. Prior to paying any amounts to the Exception Employees over the \$15,150 statutory cap, the Debtors shall file and serve the U.S. Trustee, and counsel for any statutory committee, if appointed, a notice (the “Exception Notice”) of the amounts the Debtors intend to pay the Exception Employees (the “Noticed Amounts”). Provided no objections are received by the Debtors to the proposed payment of the Noticed Amounts within fourteen (14) days of filing the Exception Notice, the Debtors shall be authorized to pay the Noticed Amounts without further order of the Court.

8. Notwithstanding anything to the contrary set forth herein, any payment made hereunder, and any authorization contained herein, shall be subject to the requirements imposed under any interim or final orders authorizing the Debtors’ use of cash collateral and/or postpetition debtor-in-possession financing (any such order, a “DIP Order”) and any approved budget in connection therewith. To the extent there is any inconsistency between the terms of any DIP Order (including any approved budget in connection therewith) and any approval or action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

9. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Employee Compensation and Benefits obligations.

10. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an

administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

11. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

12. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

13. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

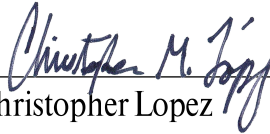
15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final

Order are immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: September 25, 2024

  
\_\_\_\_\_  
Christopher Lopez  
United States Bankruptcy Judge

United States Bankruptcy Court  
Southern District of Texas

In re:  
Vertex Energy, Inc.  
Debtor

Case No. 24-90507-cml  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 0541-4  
Date Rcvd: Sep 25, 2024

User: ADIuser  
Form ID: pdf002

Page 1 of 3  
Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 27, 2024:

Recip ID	Recipient Name and Address
db	+ Vertex Energy, Inc., 1331 Gemini Street, Suite 250, Houston, TX 77058-2764

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
op	+ Email/Text: kccnoticing@kccllc.com	Sep 25 2024 20:00:00	Kurtzman Carson Consultants, LLC dba Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614

TOTAL: 1

**BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
tr		U.S. Bank in its Capacity as the Indenture Trustee
cr		Ad Hoc Group of Consenting Term Loan Lenders

TOTAL: 2 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

**NOTICE CERTIFICATION**

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 27, 2024  
Signature: /s/Gustava Winters

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 25, 2024 at the address(es) listed below:

Name	Email Address
Andrew Jimenez	on behalf of U.S. Trustee US Trustee andrew.jimenez@usdoj.gov
Evan Gershbein	

District/off: 0541-4  
Date Rcvd: Sep 25, 2024

User: ADIuser  
Form ID: pdf002

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Total Noticed: 2

on behalf of Other Prof. Kurtzman Carson Consultants LLC dba Verita Global ECFpleadings@kccllc.com,  
ECFpleadings@kccllc.com

James S Carr

on behalf of Trustee U.S. Bank in its Capacity as the Indenture Trustee for the 6.25% Convertible Senior Notes Due 2027  
KDWBankruptcyDepartment@kelleydrye.com;MVicinanza@ecf.inforuptcy.com

Jana Smith Whitworth

on behalf of U.S. Trustee US Trustee jana.whitworth@usdoj.gov

Jason Gary Cohen

on behalf of Debtor Vertex Energy Operating LLC jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Vertex Acquisition Sub LLC jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Bango Oil LLC jason.cohen@bracewell.com mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Vertex Recovery L.P. jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Tensile-Heartland Acquisition Corporation jason.cohen@bracewell.com mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Tensile-Myrtle Grove Acquisition Corporation jason.cohen@bracewell.com mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor H&H Oil L.P. jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

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Jason Gary Cohen

on behalf of Debtor Crystal Energy LLC jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor HPRM LLC jason.cohen@bracewell.com mary.kearney@bracewell.com

Jason Gary Cohen

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Jason Gary Cohen

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Jason Gary Cohen

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Jason Gary Cohen

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Jason Gary Cohen

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Jason Gary Cohen

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Jason Gary Cohen

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Jason Gary Cohen

on behalf of Debtor Cedar Marine Terminals LP jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Vertex Marine Fuel Services LLC jason.cohen@bracewell.com mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Vertex Refining Alabama LLC jason.cohen@bracewell.com mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Crossroad Carriers L.P. jason.cohen@bracewell.com, mary.kearney@bracewell.com

Jason Gary Cohen

on behalf of Debtor Vertex Refining Texas LLC jason.cohen@bracewell.com mary.kearney@bracewell.com

Maegan Quejada



District/off: 0541-4

User: ADIuser

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Date Rcvd: Sep 25, 2024

Form ID: pdf002

Total Noticed: 2

on behalf of Creditor Ad Hoc Group of Consenting Term Loan Lenders mquejada@sidley.com  
txefilingnotice@sidley.com;maegan-quejada-3302@ecf.pacerpro.com;efilingnotice@sidley.com

US Trustee

USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 30