

ENTERED

June 01, 2023

Nathan Ochsner, Clerk

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

In re

**WESCO AIRCRAFT HOLDINGS, INC.,
et al.,¹**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

**ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF
KURTZMAN CARSON CONSULTANTS LLC
AS CLAIMS, NOTICING AND SOLICITATION AGENT**

(Docket No. 2)

¹ The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at <http://www.kccllc.net/incora/>. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.



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The Court has considered the Debtors' application (the "*Application*")² to employ Kurtzman Carson Consultants LLC as its claims, noticing and solicitation agent in these cases. The Court finds that *ex parte* relief is appropriate. The Court orders as follows:

1. The Debtors are authorized to employ the Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.

2. The Agent is authorized and directed to perform the services described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.

3. The Clerk shall provide the Agent with Electronic Case Filing ("*ECF*") credentials that would allow the Agent to receive ECF notifications, file certificates and/or affidavits of service.

4. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. The Agent shall maintain the official claims register in these cases. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of claim and all attachments may be redacted only as ordered by the Court.

5. The Agent must not transmit or utilize the data it obtains in exchange for direct or indirect compensation from any person other than the Debtors.

6. The Agent shall provide the Clerk with a certified duplicate of the official claims register upon request.

7. The Agent shall provide: (a) an electronic interface for filing proofs of claim in these cases; and (b) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the services set forth in the Application and the Engagement Letter.

² Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Application.

9. The Agent shall provide detailed invoices setting forth the services provided, and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

10. The Agent shall not be required to file fee applications. Upon receipt of the Agent's invoices, the Debtors are authorized to compensate and reimburse the Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Agent will be treated as the Debtors' administrative expenses under § 503(b) of the Bankruptcy Code. The Agent may apply the advance it is holding in accordance with the Engagement Letter and the terms of this Order.

11. The Debtors shall indemnify the Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding anything in the Engagement Letter, the Agent shall not be indemnified for, and may not receive any contribution or reimbursement with respect to:

- a. matters or services arising before these cases are closed not approved by an order of this Court;
- b. any matter that is determined by a final order of a court of competent jurisdiction that arises from: (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty; (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); no matter governed by this paragraph may be settled without this Court's approval; and
- c. this paragraph does not preclude the Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

12. The Agent shall not cease providing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court. In the event the Agent is unable to provide the services set out in the Engagement Letter, the Agent will immediately notify the Clerk

and the Debtors' counsel and cause all original proofs of claim and related data turned over to such persons as directed by the Court.

13. After entry of an order terminating the Agent's services, the Agent shall deliver to the Clerk an electronic copy in pdf format of all proofs of claim filed in these cases. Once the electronic copy has been received by the Clerk, the Agent may destroy all proofs of claim in its possession sixty days after filing a notice of intent to destroy on the Court's docket.

14. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of the Agent's services may be altered only on further order of this Court.

Signed: June 01, 2023.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Southern District of Texas

In re:
Wesco Aircraft Holdings, Inc.
Debtor

Case No. 23-90611-drj
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Jun 01, 2023

User: ADIuser
Form ID: pdf002

Page 1 of 2
Total Noticed: 1

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 Jun 03, 2023:

Recip ID	Recipient Name and Address
db	+ Wesco Aircraft Holdings, Inc., 2601 Meacham Blvd., Suite 400, Fort Worth, TX 76137-4213

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).

NONE

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
intp		Ad Hoc 2024/2026 Noteholder Group
intp		BANK OF AMERICA, N.A.
cr		Carlyle Global Credit Investment Management, LLC

TOTAL: 3 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: Jun 03, 2023

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 June 1, 2023 at the address(es) listed below:

Name	Email Address
Andrew Jimenez	on behalf of U.S. Trustee US Trustee andrew.jimenez@usdoj.gov aubrey.thomas@usdoj.gov;Omar.E.Jones@usdoj.gov
Charles A Beckham, Jr	on behalf of Debtor Wesco Aircraft Holdings Inc. charles.beckham@haynesboone.com, kenneth.rusinko@haynesboone.com
Christopher Darnell Porter	on behalf of Debtor Wesco Aircraft Holdings Inc. chrisporter@quinnemanuel.com
Jason S Brookner	on behalf of Creditor Carlyle Global Credit Investment Management LLC jbrookner@grayreed.com, lwebb@grayreed.com

District/off: 0541-4

User: ADIuser

Page 2 of 2

Date Rcvd: Jun 01, 2023

Form ID: pdf002

Total Noticed: 1

Jayson B. Ruff

on behalf of U.S. Trustee US Trustee jayson.b.ruff@usdoj.gov

John P Melko

on behalf of Interested Party Ad Hoc 2024/2026 Noteholder Group jmelko@foley.com
rdiep@foley.com;john-melko-2781@ecf.pacerpro.com;docketflow@foley.com

Kelli S. Norfleet

on behalf of Debtor Wesco Aircraft Holdings Inc. kelli.norfleet@haynesboone.com, kenneth.rusinko@haynesboone.com

Robert Bernard Bruner

on behalf of Interested Party BANK OF AMERICA N.A. bob.bruner@nortonrosefulbright.com

US Trustee

USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 9