

**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.*,<sup>1</sup>**

Debtors.

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

**ORDER (I) AUTHORIZING  
THE DEBTORS TO (A) PAY  
PREPETITION WAGES, SALARIES,  
BENEFITS AND OTHER COMPENSATION  
AND (B) MAINTAIN EMPLOYEE BENEFIT  
PROGRAMS AND (II) GRANTING RELATED RELIEF**

(Docket No. 12)

<sup>1</sup> 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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Upon the motion (the “*Motion*”),<sup>2</sup> of the above-captioned debtors (collectively, the “*Debtors*”), for entry of an order (i) authorizing them to (a) maintain all Employee compensation and benefit programs postpetition in the ordinary course of business, and (b) pay prepetition Wages, salaries and other compensation, including Employee Bonuses, Payroll Taxes, Withholdings, and Expenses, (b) pay and honor obligations arising under Employee Benefit Programs, and (ii) granting certain related relief; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. § 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order; and it appearing that entry of this Order on an emergency basis is in the best interests of the Debtors’ estates; it is hereby **ORDERED** that:

1. The Debtors are authorized, but not directed, to maintain, fund, and otherwise honor all Employee Obligations and Employee Payroll Servicer Obligations in the ordinary course of business, in accordance with their prepetition policies and practices, as such may be modified, amended, or supplemented from time to time.

2. The Debtors are further authorized, but not directed, to pay amounts accrued in connection with the Employee Obligations and Employee Payroll Servicer Obligations prior to or on the Petition Date; *provided* that, notwithstanding any other provision of this Order, the Debtors shall not pay any individual Employee on account of prepetition obligations accrued in connection with the Employee Obligations, other than payments of accrued PTO in the ordinary course of business, an amount that exceeds the caps set forth in sections 507(a)(4) or 507(a)(5) of the

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

Bankruptcy Code nor pay to “insiders” of the Debtors as the term is defined in section 101(31) of the Bankruptcy Code without seeking authority from the Court.

3. The Debtors are authorized, but not directed, to pay any accrued but unused Employee Leave Benefits to any Employee whose employment terminates postpetition.

4. The Debtors are authorized to modify any Employee Benefit Plan in the ordinary course of business; *provided* that the Debtors shall provide five (5) business days’ notice to the counsel to the First Lien Noteholder Group of any material change thereto.

5. The Debtors are authorized and empowered to remit any Deductions, Withholdings, and Payroll Taxes to the appropriate taxing authorities or other recipients in accordance with the Debtors’ prepetition policies and practices.

6. Nothing contained in this Order is intended or should be construed to confer administrative status on any claim, including any claim that arises on account of any Employee Obligation or Employee Payroll Servicer Obligation.

7. Notwithstanding anything to the contrary in this Order, nothing in this Order allows, or authorizes the Debtors to make any payment or transfer, or incur an obligation, (a) pursuant to the Debtors’ “Targeted Incentive Plan” or (b) of the kind described in section 503(c) of the Bankruptcy Code.

8. Notwithstanding anything to the contrary in this Order, this Order does not authorize the Debtors to make: (a) any payments or transfers to or for the benefit of an insider (as defined in the Bankruptcy Code) for the purpose of inducing such person to remain with the Debtors’ business; (b) any severance payment to an insider (as defined in the Bankruptcy Code) or to any Employee with a separately negotiated severance agreement, (c) any payment on account of Severance Obligations with respect to a former Employee whose employment was terminated prior to the Petition Date, or (d) any other payment or transfer to or for the benefit of an Employee that is outside the ordinary course of business.

9. The Debtors shall maintain a matrix of payments made on account of Severance Obligations that includes the following information: (a) the title of the payee; (b) the date and amount of the payment; (c) the category of payment, as set forth in the Motion; and (d) the Debtor or Debtors that made the payment. Within 20 days after the end of each month, commencing with the first full month after entry of this Order, the Debtors shall provide a copy of that matrix to the U.S. Trustee, on a confidential and professional eyes' only basis (or on such other terms as mutually agreed) to the counsel to the First Lien Noteholder Group, and on terms to be mutually agreed with counsel to any statutory committee appointed in these chapter 11 cases.

10. All banks and financial institutions are authorized and required to receive, process, honor and pay any and all checks and other transfer requests with respect to payments made by the Debtors pursuant to this Order, whether presented before, on or after the Petition Date. However, a bank or other financial institution is not required to honor any such check or transfer request if insufficient funds are on deposit to cover the requested payment.

11. All banks and financial institutions are authorized to rely on the representations of the Debtors and their agents as to whether a particular payment is authorized to be paid pursuant to this Order.

12. The banks and financial institutions subject to this Order shall have no liability in connection with honoring any prepetition checks or transfer requests contemplated by this Order.

13. The Debtors are authorized, but not directed, in their sole discretion, to issue new postpetition checks, or effect new transfers, on account of the Employee Obligations and Employee Payroll Servicer Obligations, to replace any prepetition checks or transfer requests issued that are dishonored or rejected as a result of the commencement of these chapter 11 cases.

14. Notwithstanding the relief granted in this Order, all authorizations herein and all payments and actions pursuant thereto shall be subject to each interim and final order entered by the Court in respect of the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors To (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting*

*Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* filed contemporaneously herewith (collectively, such interim and final orders, the “**DIP Order**”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order or the DIP Documents (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Order, the terms of the DIP Order shall control.

15. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing contained in the Motion or this Order (nor any actions or payments pursuant to the relief granted herein) shall constitute, nor is it intended to constitute: (a) an implication, admission, concession or finding as to the validity, priority, amount, basis for, or secured status of any particular claim against any Debtor; (b) a waiver of the Debtors’ or other party in interest’s right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) a waiver of any claim or cause of action that any Debtor or other party in interest may have against any entity; (e) a ratification, adoption, rejection or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; (f) a waiver or limitation of any Debtor’s or other party in interest’s rights under any agreement, the Bankruptcy Code or other applicable law; or (g) an implication, admission, concession or finding (i) that any particular claim is of a type specified or defined in this Order or the Motion or (ii) that any lien, security interest, other encumbrance on property of any Debtor or right of setoff is valid, enforceable or perfected (and the Debtors and all other parties in interest expressly reserve and preserve their rights to contest or to seek avoidance of the same). Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors’ or any other party in interest’s rights to subsequently dispute such claim.

16. Notwithstanding Bankruptcy Rule 6004(h) or any other provision of the Bankruptcy Rules or Local Rules, the terms of this Order shall be immediately effective and enforceable upon its entry.

17. The Debtors, the administrators of the Employee Benefit Plans, and the Debtors' other agents are authorized to take all steps necessary or appropriate to carry out this Order.

18. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Order.

**Signed: June 01, 2023.**



DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE