

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

In re

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Debtors.¹

Case No. 23-90611 (MI)

Chapter 11

(Jointly Administered)

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Plaintiffs,

v.

SSD INVESTMENTS LTD., et al.,

Defendants.

Adv. Pro. No. 23-03091

SSD INVESTMENTS LTD., et al.,

Counterclaim Plaintiffs,

v.

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Counterclaim Defendants.

**THE 2024/2026 HOLDERS'
WITNESS AND EXHIBIT LIST FOR APRIL 11, 2024**

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.



The 2024/2026 Holders, by and through their undersigned counsel, hereby file this Amended Witness and Exhibit List for trial to be held on April 11, 2024 at 1:30 p.m. (prevailing Central Time) as follows:

WITNESSES

The 2024/2026 Holders may call any of the following as a witness at trial:

1. Any witness called or designated by any other party in interest; and
2. Any witness necessary to rebut the testimony of witnesses called or designated by any other party.

The 2024/2026 Holders reserve the right to cross-examine witnesses called by any other party.

EXHIBITS

The 2024/2026 Holders may offer any one or more of the following exhibits at trial:

EXHIBIT	TRIAL EXHIBIT	DESCRIPTION	ECF No.	M A R K E D	O F F E R E D	O B J E C T	A D M I T
1	HX-1597	Subpoena to Testify at a Deposition in an Adversary Proceeding to Citadel Advisors LLC					
2	HX-1598	Subpoena to Testify at a Deposition in an Adversary Proceeding to Alan Rochard					
3	HX-231 HX-232	Email from Bradley Feingerts to Tobias Milligan (CITADEL00005005) (Rochard Dep. Ex. 4) and attachment (CITADEL00005006) (Rochard Dep. Ex. 4A) FILED UNDER SEAL					
4	HX-1585	Chat between Bradley Feingerts and (CITADEL00004249) FILED UNDER SEAL					
5	HX-1586	Email from Jonathan Peatfield to Bradley Feingerts et al. (CITADEL00005106) and attachment (CITADEL00005108)					

		FILED UNDER SEAL					
6	HX-1587	Chat between Bradley Feingerts and Michael Addeo (CITADEL00004271) FILED UNDER SEAL					
7	HX-336 HX-337 HX-338	Email from Bradley Feingerts to Alan Rochard (CITADEL00005273) (Rochard Dep. Ex. 5) and attachments (CITADEL00005274) (Rochard Dep. Ex. 5A) and (CITADEL00005342) (Rochard Dep. Ex. 5B) FILED UNDER SEAL					
8	HX-411 DX-1535	Chat between Bradley Feingerts and Alan Rochard (CITADEL00004324) (Rochard Dep. Ex. 7)	1112-2				
9	HX-419 HX-420	Email from Alan Rochard to Bradley Feingerts (CITADEL00005423) and attachment (CITADEL00005424) FILED UNDER SEAL					
10	HX-1588	Email from Alan Rochard to Benjamin Finestone et al. (PSAM-00004497) and attachment (PSAM-00004499) FILED UNDER SEAL					
11	HX-513 DX-1536	Email from Daniel Lakhdhir to Alan Rochard (CITADEL00005481) (Rochard Dep. Ex. 10)	1112-3				
12	HX-518 DX-332	Email from Helen Zhang to Joseph Zalewski et al. (PIMCOSP-DPWAP-0048223) and attachment (PIMCOSP-DPWAP-0048227) (Rochard Dep. Ex. 9)	704-31				X
13	HX-1589	Email from Daniel Lakhdhir to Alan Rochard (CITADEL00007334) FILED UNDER SEAL					
14	HX-1590	Email from Alan Rochard to Tobias Milligan (CITADEL00007428) and attachment (CITADEL00007429) FILED UNDER SEAL					
15	HX-703 HX-704	Email from Tobias Milligan to Bradley Feingerts (CITADEL00007424) (Rochard Dep. Ex. 11) and attachment (CITADEL00007425) (Rochard Dep. Ex. 11A) FILED UNDER SEAL					

16	HX-705 HX-706	Email from Bradley Feingerts to Tobias Milligan (CITADEL00007430) (Rochard Dep. Ex. 12) and attachment (CITADEL00007431) (Rochard Dep. Ex. 12A) FILED UNDER SEAL					
17	HX-1591	Email from Tobias Milligan to Ryan Gately (CITADEL00007426) and attachment (CITADEL00007427) FILED UNDER SEAL					
18	HX-1596	Email from Jordan Zahn to Bradley Feingerts et al. (CITADEL00015378) FILED UNDER SEAL					
19	HX-811	Email from Alan Rochard to Bradley Feingerts (CITADEL00007486) (Rochard Dep. Ex. 14) FILED UNDER SEAL					
20	HX-1592	Email from Bradley Feingerts to Zia Ahmed (CITADEL00007559) FILED UNDER SEAL					
21	HX-1593	Email from Bradley Feingerts to Gaurav Kumar (CITADEL00019081) FILED UNDER SEAL					
22	DX-927	Chat between Alan Rochard and Kevin Newstead (CITADEL00019128)	716-38				
23	HX-1320 DX-1060	WAIR Transactions (CITADEL00019134) (Rochard Dep. Ex. 3)	725-21				
24	HX-1594	Alan Rochard LinkedIn Page					
25	HX-1595	Alan Rochard Deposition Errata Sheet					
26	HX-1440	Debtors' Responses and Objections to the 2024/2026 Holders' First Set of Interrogatories	623-2				
		Any exhibit included on any exhibit list filed for trial.					
		Any pleading on file in these cases and exhibits thereto.					
		Any exhibit necessary for impeachment and/or rebuttal purposes.					
		Any exhibit identified or offered by any other party.					

The 2024/2026 Holders reserve the right to call or to introduce one or more, or none, of the witnesses or exhibits listed above, and further reserve the right to supplement or amend this list at any time prior to trial.

Respectfully submitted,

Dated: April 10, 2024
New York, New York

KOBRE & KIM LLP

By: /s/ Igor Margulyan

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-and-

FOLEY & LARDNER LLP

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Counsel to the 2024/2026 Holders

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing witness and exhibit list was served on April 10, 2024, on all parties entitled to receive service through the Court's ECF system.

/s/ Igor Margulyan
Igor Margulyan

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

In re

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Debtors.¹

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Plaintiffs,

v.

Adv. Pro. No. 23-03091

SSD INVESTMENTS LTD., et al.,

Defendants.

SSD INVESTMENTS LTD., et al.,

Counterclaim Plaintiffs,

v.

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Counterclaim Defendants.



**SUBPOENA TO TESTIFY AT A DEPOSITION IN AN ADVERSARY PROCEEDING
TO CITADEL ADVISORS LLC**

YOU ARE COMMANDED, in accordance with Rules 26, 30 and 45 of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rules 7026, 7030, 9014 and 9016 of the Federal Rules of Bankruptcy Procedure, to appear to testify at the oral deposition under oath with

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.

respect to the topics listed in **Exhibit A**, attached hereto.

The deposition will be conducted in person at the offices of Kobre & Kim, LLP, 800 Third Avenue, New York, New York 10022, and shall commence at 10:00 am ET on October 6, 2023, or at another date, time, or location as otherwise agreed to by the parties, and will continue for the maximum time permitted under the applicable rules and may, for good cause, be extended. The deposition will be taken before a qualified notary public or some other officer authorized by law to administer oaths and will be recorded by stenographic, video, and audio means. The 2024/2026 Holders reserve the right to use the videotape recording at any proceeding in lieu of live testimony from the deponent in accordance with applicable law.

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Citadel Advisors LLC (“Citadel”) must designate one or more witnesses to testify as to the topics set forth in **Exhibit A**. The 2024/2026 Holders request that Citadel identify in writing in advance of the deposition the name of each person who will testify on Citadel’s behalf. The 2024/2026 Holders reserve the right to seek relief, including additional depositions, if the designated deponent is not properly prepared to testify on Citadel’s behalf with respect to the topics identified in Exhibit A.

The following provisions of Rule 45 of the Federal Rules of Civil Procedure are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

DATED: September 26, 2023

KOBRE & KIM LLP

By: /s/ Igor Margulyan

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Counsel for 2024/2026 Holders

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS

1. “2024 Original Secured Note Indenture” refers to that certain indenture, dated November 27, 2019, among the Company (as successor by merger to Wolverine Escrow, LLC), the Guarantor Defendants, and the Indenture Trustee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), which governs the 2024 Original Secured Notes.
2. “2026 Original Secured Note Indenture” refers to that certain indenture, dated November 27, 2019, among the Company (as successor by merger to Wolverine Escrow, LLC), the Guarantor Defendants, and the Indenture Trustee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), which governs the 2026 Original Secured Notes.
3. “2024 Original Secured Notes” means the 8.50% senior secured notes due 2024 issued by the Company.
4. “2026 Original Secured Notes” means the 9.00% senior secured notes due 2026 issued by the Company.
5. “2024/2026 Holders” refers to the Defendants in Adversary Proceeding No. 23-03091, along with additional Counterclaim Plaintiffs identified in the Counterclaims.
6. “Ad Hoc Group” refers to the ad hoc group of Company noteholders that organized with Akin Gump Strauss Hauer & Feld LLP as counsel and, prior to the Insider Transaction, held more than one-third of the voting rights in the 2026 Original Secured Notes.
7. “Affiliated Noteholder” means Citadel Equity Fund Ltd., and any Persons acting on its behalf.

8. “Alternatives to the Insider Transaction” means any proposed transactions or financing proposals that would restructure or modify the Company’s funded debt obligations and/or enhance its liquidity position, including but not limited to the proposals submitted to the Company on behalf of the Ad Hoc Group on March 6, 2022 and March 11, 2022.

9. “BNY” means The Bank of New York Mellon Trust Company, N.A.

10. “Board” means the Board of Directors of Wolverine Intermediate Holding Corporation as well as the Board of Directors of the Company.

11. “Carlyle” means Carlyle Global Credit Investment Management, LLC; CCOF Onshore Co-Borrower LLC; CSP IV Acquisitions, L.P. and CCOF Master, L.P., individually or collectively, and any Persons acting on their behalf.

12. “Communication” or “communications” means every manner of transmitting or receiving facts, information, opinions, or thoughts from one Person to another Person whether orally, by Documents, writing, email, or copy thereof, and to words transmitted by telephone, radio, or any method of voice recording.

13. “Company” refers to Wesco Aircraft Holdings, Inc.

14. “Concerning,” “relating to,” or “regarding” means relating to, referring to, describing, evidencing, constituting, containing, alluding to, germane to, mentioning, analyzing, setting forth, summarizing, supporting, refuting, rebutting, or characterizing, directly or indirectly, expressly or implicitly, in whole or in part.

15. “Counterclaims” refers to the Amended Counterclaims filed in Adversary Proceeding No. 23-03091 on July 31, 2023 at Docket No. 144.

16. “Counterclaim Defendants” refers to the Debtors, along with additional, non-debtor counterclaim defendants identified in the Counterclaims in Adversary Proceeding No. 23-03091.

17. “Counterclaim Plaintiffs” refers to the 2024/2026 Holders who asserted Counterclaims against Counterclaim Defendants on June 26, 2023 in Adversary Proceeding No. 23-03091.

18. “Debtors” refers to the Company, together with the Guarantor Defendants.

19. “Exchange Agreement” means the Exchange Agreement, dated March 28, 2022, pursuant to which the Favored Noteholders—including the Platinum Fund and the Platinum-Controlled Parent—exchanged their existing Original Secured Notes (plus the Phantom Notes) and/or their unsecured debt for the New 1L Notes and New 1.25L Notes, respectively.

20. “Favored Noteholders” refers to certain noteholders that participated in the Insider Transaction and that were managed or advised by, or else are identified as, among others, (a) Silver Point Capital, LP; Silver Point Specialty Credit Fund Management, LLC; Silver Point Specialty Credit Fund II Management, LLC; or Silver Point Distressed Opportunities Management, LLC, (b) Pacific Investment Management Company LLC, (c) Carlyle Global Credit Investment Management, LLC or the Carlyle Group L.P., (d) Senator GP LLC, (e) Citadel Advisors LLC, (f) Spring Creek Capital LLC, or (g) the Platinum Sponsor.

21. “Follow-on Exchanges” refers to the issuances and/or exchanges on April 8, 2022, October 27, 2022, and April 12, 2023 described in paragraph 52 of the *Declaration of Raymond Carney in Support of Chapter 11 Petitions and First Day Motions*, dated June 1, 2023.

22. “Fourth Supplemental Indentures” refers to the Fourth Supplemental Indenture to the 2024 Original Secured Note Indenture, the Fourth Supplemental Indenture to the 2026 Original Secured Note Indenture, and the Fourth Supplemental Indenture to the Unsecured Indenture, each executed by the Company and WSFS, among others, on March 28, 2022.

23. “Governing Indentures” means the 2024 Original Secured Note Indenture and the 2026 Original Secured Note Indenture.

24. “Guarantor Defendants” means the Company’s affiliates that guaranteed the Notes, including: Adams Aviation Supply Company Limited; Flintbrook Limited; HAAS Chemical Management of Mexico, Inc.; HAAS Corporation of Canada; HAAS Corporation of China; HAAS Group International SCM Limited; HAAS Group International, LLC; HAAS Group, LLC; HAAS Holdings, LLC; HAAS International Corporation; HAAS of Delaware, LLC; HAAS TCM Group of the UK Limited; HAAS TCM Industries, LLC; HAAS TCM of Israel, Inc.; Interfast USA Holdings Incorporated; Netmro, LLC; Pattonair Holding, Inc.; Pattonair (Derby) Limited; Pattonair Europe Limited; Pattonair Group Limited; Pattonair Holdings Limited; Pattonair Limited; Pattonair USA, Inc.; Pioneer Finance Corporation; Pioneer Holding Corporation; Quicksilver Midco Limited; Uniseal Inc.; Wesco 1 LLP; Wesco 2 LLP; Wesco Aircraft Canada, LLC; Wesco Aircraft EMEA, Ltd.; Wesco Aircraft Europe Limited; Wesco Aircraft Hardware Corp.; Wesco Aircraft International Holdings Limited; Wesco Aircraft SF, LLC; Wesco LLC 1; Wesco LLC 2; Wolverine Intermediate Holding II Corporation; and Wolverine UK Holdco Limited.

25. “Including” or “Includes” means including but not limited to.

26. “Indemnification Obligations” means the Debtors’ purported obligations to indemnify each of the non-debtor Counterclaim Defendants and others for losses, claims, damages, liabilities, or expenses in connection with the Insider Transaction, including those alleged in paragraph 204 through 211 of the Debtors’ First Amended Complaint, filed in Adversary Proceeding No. 23-03091 on July 9, 2023.

27. “Indenture Trustee” means the indenture trustee for the Notes: Bank of New York Mellon Trust Company, until the time of its resignation; Wilmington Savings Fund Society, FSB, until the time of its replacement; and thereafter, BOKF, NA.

28. “Insider Transaction” means any component part of, or collectively, the transaction executed or otherwise effectuated by the Counterclaim Defendants on March 28, 2022 through the following agreements, among others: (a) the Third Supplemental Indentures; (b) the Fourth Supplemental Indentures; (c) the New 1L Indenture; (d) the New 1.25L Indenture; (e) the Exchange Agreement; (f) the Notes Security Agreement; and (g) the Phantom Note Purchase Agreement.

29. “New 1L Indenture” refers to that certain indenture, dated March 28, 2022, pursuant to which the Company issued the New 1L Notes.

30. “New 1.25L Indenture” refers to that certain indenture, dated March 28, 2022, pursuant to which the Company issued the New 1.25L Notes.

31. “New 1L Notes” means the 10.50% Senior Secured First Lien PIK Notes due 2026 issued by the Company.

32. “New 1.25L Notes” means the 13.125% Senior Secured 1.25 Lien PIK Notes due 2027 issued by the Company.

33. “Notes” or “Original Secured Notes” mean the 2024 Original Secured Notes and the 2026 Original Secured Notes.

34. “Notes Security Agreement” means the Notes Security Agreement, dated March 28, 2022, by and among the Company, Wolverine Intermediate Holding II Corporation and certain subsidiaries thereof, and WSFS.

35. “Person” or “Persons” means an individual, or any public or private organization or entity including an agency, commission, committee, partnership, limited partnership, limited liability company, joint venture, corporation, association, trust, estate, political subdivision, department, office, board, or any similar entity.

36. “Phantom Notes” means the \$250 million in additional 2026 Original Secured Notes issued by the Company on March 28, 2022.

37. “Phantom Note Purchase Agreement” means the Note Purchase Agreement, dated March 28, 2022, by and among the Company, Wolverine Intermediate Holding II Corporation, the Guarantor Defendants, and certain Favored Noteholders.

38. “PIK Notes” means the notes due April 15, 2028 issued by Wolverine Intermediate Holding Corporation.

39. “PIMCO” means Pacific Investment Management Company, LLC; PIMCO Tactical Income Opportunities Fund; PIMCO Global Income Opportunities Fund; PIMCO Tactical Income Fund; PIMCO Global StocksPLUS & Income Fund; PCM Fund, Inc.; PIMCO Strategic Income Fund, Inc.; PIMCO Corporate & Income Opportunity Fund; PIMCO High Income Fund; PIMCO Income Strategy Fund; PIMCO Income Strategy Fund II; PIMCO Corporate & Income Strategy Fund; PIMCO Dynamic Income Opportunities Fund; PIMCO Dynamic Income Fund; PIMCO Fixed Income Source ETFs plc, PIMCO Short-Term High Yield Corporate Bond Index Source UCITS ETF; PIMCO Flexible Credit Income Fund; PIMCO Funds: PIMCO Low Duration Credit Fund; PIMCO Funds: PIMCO High Yield Spectrum Fund; PIMCO ETF Trust: PIMCO 0-5 Year High Yield Corporate Bond Index Exchange-Traded Fund; OC III LVS I LP; PIMCO Tactical Opportunities Master Fund Ltd.; PIMCO OP Trust Flexible Credit Fund, L.P., PIMCO DISCO Fund III LP; Texas Children’s Hospital Foundation; Bakery and

Confectionery Union and Industry International Pension Fund; Employees' Retirement System of the State of Rhode Island; Desjardins Floating Rate Income Fund; Desjardins Global Tactical Bond Fund; and BMO Global Strategic Bond Fund, individually or collectively, and any Persons acting on their behalf.

40. "Platinum" means the Platinum Sponsor, together with the Platinum Creditors.

41. "Platinum-Controlled Parent" means Wolverine Top Holding Corporation and any Persons acting on its behalf.

42. "Platinum Creditors" means the Platinum-Controlled Parent, together with the Platinum Fund.

43. "Platinum Fund" refers to Platinum Equity Capital Partners International, IV (Cayman) LP – the Favored Noteholder managed or advised by the Platinum Sponsor – and any Persons acting on its behalf.

44. "Platinum Sponsor" means Platinum Equity Advisors, LLC, any parents, subsidiaries, or affiliates thereof, and any Persons acting on their behalf (but excluding the Company).

45. "Silver Point" means Silver Point Capital, LP; Silver Point Specialty Credit Fund Management, LLC; Silver Point Specialty Credit Fund II Management, LLC; Silver Point Distressed Opportunities Management, LLC; Silver Point Capital Fund, L.P., Silver Point Capital Offshore Master Fund, L.P., Silver Point Select Opportunities Fund A, L.P., Silver Point Distressed Opportunities Fund, L.P., Silver Point Distressed Opportunities Offshore Master Fund, L.P., Silver Point Distressed Opportunity Institutional Partners Master Fund (Offshore), L.P., Silver Point Distressed Opportunity Institutional Partners, L.P., Silver Point SCF CLO I, Ltd.,

Silver Point Specialty Lending Fund, and Silver Point Specialty Credit Fund II Mini-Master Fund (Offshore), L.P., individually or collectively, and any Persons acting on their behalf.

46. “Third Supplemental Indentures” refers to the Third Supplemental Indenture to the 2024 Original Secured Note Indenture, the Third Supplemental Indenture to the 2026 Original Secured Note Indenture, and the Third Supplemental Indenture to the Unsecured Indenture, each executed by the Company and WSFS, among others, on March 28, 2022.

47. “Unsecured Indenture” refers to that certain indenture, dated November 27, 2019, among the Company (as successor by merger to Wolverine Escrow, LLC), the Guarantor Defendants, and the Indenture Trustee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), which governs the Unsecured Notes.

48. “Unsecured Notes” means the 13.125% senior notes due 2027 issued by the Company.

49. “Unsecured Promissory Note” means the unsecured promissory note issued by the Company to the Platinum-Controlled Parent in the principal amount of \$25 million in November 2020.

50. “WSFS” means Wilmington Savings Fund Society, FSB, any parents, subsidiaries, or affiliates thereof, and any Persons acting on their behalf.

51. “You” and “Your” means the entity or entities to which this Subpoena to Testify at a Deposition is directed, along with their current and former officers, directors, employees, and agents, and as well as any Persons acting on their behalf.

INSTRUCTIONS

1. The use of the singular form of any word shall include the plural and vice versa.
2. “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the Requests inclusive rather than exclusive.
3. “Any” and “all” shall be construed inclusively to mean any and all.
4. “Including” shall be construed to mean “including, without limitation.”
5. Each topic identified below shall be construed according to its terms in accordance with the definitions and instructions stated herein. Although there may be some overlap, no topics should be understood to limit any other.

TOPICS

1. For each Affiliated Noteholder, as applicable, the purchase and sale of the following series of notes:
 - a. 2026 Original Secured Notes;
 - b. 2024 Original Secured Notes;
 - c. Unsecured Notes;
 - d. New 1L Notes; and
 - e. New 1.25L Notes.
2. The interpretation, negotiation, meaning or use of terms or provisions in the Governing Indentures, including, sections 2.01, 3.02, 3.07, 3.10, 4.04, 4.07-4.17, 4.19, 4.21, 4.26, 6.01, 6.05, 6.06, 7.01, 7.08, 9.01, 9.02, 12.01, and 12.02 of the Governing Indentures.
3. Your understanding of the Company’s ability to amend, modify, vary, or otherwise change the Governing Indentures.
4. Your understanding of the Company’s ability or capacity to incur additional indebtedness, or to create, incur, assume or suffer to exist additional liens under the Governing Indentures.

5. Your knowledge of the circumstances concerning the Platinum Creditors' acquisition of the Unsecured Notes in 2020, including the reasons for the Platinum Creditors' decision to acquire the Unsecured Notes in 2020.

6. Your knowledge of the circumstances concerning the issuance of the Unsecured Promissory Note.

7. The terms, timing, planning, deliberations, negotiations, approval, execution, consummation and aftermath of the Insider Transaction, including:

- a. Your knowledge of the reasons for any changes in the structure of the Insider Transaction from the structure that was originally proposed to the Debtors by certain Favored Noteholders in December 2021 to the structure that was ultimately used to execute the Insider Transaction;
- b. All facts, circumstances and discussions concerning votes for or consents to the Insider Transaction;
- c. All facts, circumstances and discussions concerning who would participate (or not participate) in the Insider Transaction;
- d. All facts, circumstances and discussions concerning Your participation in the Insider Transaction;
- e. All facts, circumstances and discussions concerning the structuring of the Insider Transaction via the Third Supplement Indentures and the Fourth Supplemental Indentures;
- f. All facts, circumstances and discussions concerning the role of the Phantom Notes in the Insider Transaction;
- g. All facts, circumstances and discussions concerning the amendment of Section 7.08(c) of the Governing Indentures, as described in Paragraph 189 of the Counterclaims;
- h. All facts, circumstances and discussions concerning the amendment and/or deletion of the Governing Indentures' sections listed in the table in Paragraph 190 of the Counterclaims;
- i. Your knowledge of the reasons for inclusion in the Exchange Agreement of provisions that allowed certain Favored Noteholders to engage in Follow-on Exchanges;

- j. Your knowledge of the reasons for inclusion of indemnification provisions in Section 8.02 of the Exchange Agreement;
 - k. Your reasons for entering into the Insider Transaction.
 - l. Your approval process for entering into the Insider Transaction, including any materials submitted to any investment committee or similar body in connection with approval of Your and/or the Affiliated Noteholder's participation in the Insider Transaction.
8. Your evaluation or analysis of the market price of the Original Secured Notes.
9. Your understanding of the Company's financial condition, the Company's ability to repay the Notes, and any financial analyses, projections, forecasts, credit memoranda, or investment recommendations concerning the Company prepared by You, or on Your behalf, or provided to You. The time period for this topic is June 1, 2021 to June 1, 2023.
10. The Insider Transaction's potential or actual effects on the 2024/2026 Holders' financial interests.
11. The potential or actual effect of the Insider Transaction or Alternatives to the Insider Transaction on the price, expected recovery, or value of the Original Secured Notes.
12. Your knowledge concerning the appointment of Patrick Bartels to the Board, including Your knowledge of the reasons for selecting Patrick Bartels to serve on the Board.
13. All facts, circumstances and discussions concerning the Ad Hoc Group, including:
- a. The negotiations with the Ad Hoc Group;
 - b. The consideration of the financing proposals submitted to the Company on behalf of the Ad Hoc Group;
 - c. Ad Hoc Group's requests for material non-public information about the Company.

14. Your discussions and negotiations with the Company, the Board, PJT Partners LP and/or Milbank LLP regarding:

- a. The Insider Transaction, including the disclosure (or non-disclosure) of the details or timing of the Insider Transaction to Perella Weinberg Partners LP;
- b. The Debtors' capital structure;
- c. Any contemplated restructuring of the Debtors; and
- d. The Ad Hoc Group or the Counterclaim Plaintiffs.

15. Your discussions and negotiations with Carlyle, Greenhill & Co., and/or Paul, Weiss, Rifkind, Wharton & Garrison LLP regarding:

- a. The Insider Transaction, including the disclosure (or non-disclosure) of the details or timing of the Insider Transaction to Perella Weinberg Partners LP;
- b. The Debtors' capital structure;
- c. Any contemplated restructuring of the Debtors; and
- d. The Ad Hoc Group or the Counterclaim Plaintiffs.

16. Your discussions and negotiations with PIMCO, Silver Point, Evercore Group L.L.C. and/or Davis Polk & Wardwell LLP regarding:

- a. The Insider Transaction, including the disclosure (or non-disclosure) of the details or timing of the Insider Transaction to Perella Weinberg Partners LP;
- b. The Debtors' capital structure;
- c. Any contemplated restructuring of the Debtors; and
- d. The Ad Hoc Group or the Counterclaim Plaintiffs.

17. Your discussions and negotiations with Platinum and/or Platinum's counsel, Latham & Watkins LLP, regarding:

- a. The Insider Transaction, including the disclosure (or non-disclosure) of the details or timing of the Insider Transaction to Perella Weinberg Partners LP;
- b. The Debtors' capital structure;

c. Any contemplated restructuring of the Debtors; and

d. The Ad Hoc Group or the Counterclaim Plaintiffs.

18. Any confidentiality agreement related to the Insider Transaction that You, Your financial advisors, or Your counsel entered into with the Debtors, the Debtors' financial advisors, or the Debtors' counsel.

19. Your knowledge of the circumstances concerning BNY's resignation as the Indenture Trustee, including Your knowledge of the reasons for BNY's resignation.

20. Your knowledge of the circumstances concerning WSFS's replacement of BNY as the Indenture Trustee for the Original Secured Notes.

21. The identity of transactions known to You (other than the Insider Transaction) involving the issuance of additional bonds or notes under an indenture that are voted in favor of an amendment, exchanged, and cancelled on the same day.

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

In re

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Debtors.¹

Case No. 23-90611 (DRJ)

Chapter 11

(Jointly Administered)

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Plaintiffs,

v.

Adv. Pro. No. 23-03091

SSD INVESTMENTS LTD., et al.,

Defendants.

SSD INVESTMENTS LTD., et al.,

Counterclaim Plaintiffs,

v.

WESCO AIRCRAFT HOLDINGS, INC., et al.,

Counterclaim Defendants.



**SUBPOENA TO TESTIFY AT A DEPOSITION IN AN ADVERSARY PROCEEDING
TO ALAN ROCHARD**

YOU ARE COMMANDED, in accordance with Rules 26, 30 and 45 of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rules 7026, 7030, 9014 and 9016 of the Federal Rules of Bankruptcy Procedure, to appear to testify at the oral deposition under oath to be

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.

taken in this adversary proceeding.

The deposition will be conducted in person at the offices of Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020, on November 2, 2023 at 10:00 a.m. (Eastern), and will continue for the maximum time permitted under the applicable rules and may, for good cause, be extended. The deposition will be taken before a qualified notary public or some other officer authorized by law to administer oaths and will be recorded by stenographic, video, and audio means. The 2024/2026 Holders reserve the right to use the videotape recording at any proceeding in lieu of live testimony from the deponent in accordance with applicable law.

The following provisions of Rule 45 of the Federal Rules of Civil Procedure are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

DATED: October 29, 2023

KOBRE & KIM LLP

By: /s/ Zachary D. Rosenbaum

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-and-

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Counsel for 2024/2026 Holders

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



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Alan Rochard

Senior Associate at Surveyor

-  Citadel
-  The University of Texas at Austin

New York, New York, United States · [Contact info](#)

500+ connections

Connect

Message

More

Activity

669 followers

Alan hasn't posted yet

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Experience

**Citadel**

2 yrs 5 mos

Senior Associate

Full-time

Jun 2022 - Present · 1 yr 10 mos

Surveyor - Financials

Senior Associate

Nov 2021 - Jun 2022 · 8 mos

Global Credit - Stressed Credit / Special Situations

**Senior Associate**

Apollo Global Management LLC

Aug 2018 - Nov 2021 · 3 yrs 4 mos

Private Equity

**Analyst**

Goldman Sachs

Aug 2016 - Aug 2018 · 2 yrs 1 mo

Natural Resources Investment Banking

Education



The University of Texas at Austin

Languages

English

Native or bilingual proficiency

French

Native or bilingual proficiency

Interests

Top Voices

Companies

Groups

Schools



Steve Squeri

Chairman and CEO at American Express

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DEPOSITION ERRATA SHEET

Our Assignment No. 10479740

CASE NAME: In re: Wesco

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, same and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.



ALAN ROCHARD

Wesco Aircraft Holdings, Inc., et al. v. SSD Investments Ltd., et al.
Adv. Proc. No. 23-03091

Deposition Errata Sheet

Deponent: Citadel 30(b)(6) corporate representative – Alan Rochard

Page	Line	Current Transcript	Correction	Reason
55	22	recently	reasonably	Transcription error
65	18	mare	are	Transcription error
79	14	personal data room	virtual data room	Transcription error
85	2	their around	around their	Transcription error
123	12	Poke	Polk	Transcription error
135	22	CIO	Co-CIO	Transcription error
164	15	specific to	specific views to	Transcription error