

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Related Docket No. 84

**CERTIFICATION OF COUNSEL REGARDING DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
ROPES & GRAY LLP AS ATTORNEYS FOR THE DEBTORS EFFECTIVE AS OF
THE PETITION DATE**

The undersigned counsel for the above-captioned debtors and debtors in possession (the “**Debtors**”) hereby certifies as follows:

1. On March 4, 2025, the Debtors filed the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Ropes & Gray LLP as Attorneys for the Debtors Effective as of the Petition Date* [Docket No. 84] (the “**Application**”).

2. Pursuant to the notice of Application, the deadline to file objections regarding the relief requested in the Application was set for March 18, 2025, at 4:00 p.m. (Eastern Time).

3. Prior to the Objection Deadline, the Debtors received comments from the United States Trustee (the “**U.S. Trustee**”).

4. On March 21, 2025, the Debtors filed the *Supplemental Declaration of Gregg M. Galardi in Support of the Debtors' Application for Entry of an Order Authorizing the Retention*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors' service address is 27756 Avenue Mentry, Valencia, California 91355.



and Employment of Ropes & Gray LLP as Attorneys for the Debtors Effective as of the Petition Date [Docket No. 144].

5. The Debtors hereby submit a revised form of order (the “**Revised Order**”), attached hereto as **Exhibit A**, which reflects changes in response to the comments received. The Revised Order has been reviewed by counsel to the U.S. Trustee and is acceptable to the U.S. Trustee.

6. Attached as **Exhibit B** is a blackline of the Revised Order against the order filed with the Motion.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order attached hereto as **Exhibit A** at its earliest convenience.

Dated: March 19, 2025

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

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*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT A

Order

**IN THE UNITED STATES BANKRUPTCY COURT
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In re:

Dynamic Aerostructures LLC, *et al.*,
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Chapter 11

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(Jointly Administrated)

**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF ROPES & GRAY LLP AS ATTORNEYS
FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”) of the above-captioned debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”)² for entry of an order (the “Order”) authorizing and approving the employment and retention of Ropes & Gray LLP (“Ropes & Gray”) as attorneys for the Debtors effective as of the Petition Date, pursuant to sections 327(a), 328, 329, 330 and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1; and the Court having reviewed the Application and the Galardi Declaration; and the Court having reviewed with the representations made in the Application and the Galardi Declaration that Ropes & Gray does not hold or represent any interest adverse to the Debtors or their estates, and based on the information provided there in finding that it is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334; venue is proper in this District pursuant to 28 U.S.C. § 1409; this is a core proceeding pursuant to

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

28 U.S.C. § 157(b); due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, the Debtors, as debtors and debtors in possession, are authorized to retain and employ Ropes & Gray as their bankruptcy counsel, effective as of the Petition Date, upon the terms and for the purposes set forth in the Application and the Engagement Agreement as modified by this Order.
3. Notwithstanding the Conflicts of Interest section in the Engagement Agreement, this retention is governed by section 327 of the Bankruptcy Code.
4. Ropes & Gray shall apply for compensation and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules, the Local Rules, the UST Guidelines, and any orders entered in these chapter 11 cases governing professional compensation and reimbursement of expenses for services rendered and charges and disbursements incurred.
5. Ropes & Gray shall be permitted to issue a final detailed fee statement to the Debtors for the actual fees, charges, and disbursements incurred for the period prior to the Petition Date (the "Final Reconciliation Invoice Amount"). Additionally, Ropes & Gray is authorized to reconcile the Final Reconciliation Invoice Amount with the amount of the Advanced Payment Retainer held by Ropes & Gray as of the Petition Date pursuant to the terms of the Engagement Agreement. To the extent that the Final Reconciliation Invoice Amount is less than the amount

held as an Advanced Payment Retainer, Ropes & Gray may, without further order of the Court, deduct the amount of the Final Reconciliation Invoice Amount from the Advanced Payment Retainer and hold the full amount of the difference as a postpetition retainer to be applied against any fees and expenses approved by the Court in connection with Ropes & Gray's final fee application in these chapter 11 cases. In the event that the Final Reconciliation Invoice Amount exceeds the Advanced Payment Retainer, Ropes & Gray shall waive and not be entitled to any payment for the difference.

6. Notwithstanding anything to the contrary in the Application or Engagement Agreement, Ropes & Gray shall not seek reimbursement of any fees incurred defending any of Ropes & Gray's fee applications in these chapter 11 cases.

7. The Debtors are authorized to take all the actions necessary to effectuate the relief granted in this Order.

8. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

9. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT B

Redline Order

**IN THE UNITED STATES BANKRUPTCY COURT
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In re:

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**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF ROPES & GRAY LLP AS ATTORNEYS
FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”) of the above-captioned debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”)² for entry of an order (the “Order”) authorizing and approving the employment and retention of Ropes & Gray LLP (“Ropes & Gray”) as attorneys for the Debtors effective as of the Petition Date, pursuant to sections 327(a), 328, 329, 330 and 1107 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1; and the Court having reviewed the Application and the Galardi Declaration; and the Court having reviewed with the representations made in the Application and the Galardi Declaration that Ropes & Gray does not hold or represent any interest adverse to the Debtors or their estates, and based on the information provided there in finding that it is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334; venue is proper in this District pursuant to 28 U.S.C. § 1409; this is a core

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

proceeding pursuant to 28 U.S.C. § 157(b); due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.

2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, the Debtors, as debtors and debtors in possession, are authorized to retain and employ Ropes & Gray as their bankruptcy counsel, effective as of the Petition Date, upon the terms and for the purposes set forth in the Application and the Engagement Agreement [as modified by this Order](#).

[3. Notwithstanding the Conflicts of Interest section in the Engagement Agreement, this retention is governed by section 327 of the Bankruptcy Code.](#)

[4.](#) ~~3.~~ Ropes & Gray shall apply for compensation and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules, the Local Rules, the UST Guidelines, and any orders entered in these chapter 11 cases governing professional compensation and reimbursement of expenses for services rendered and charges and disbursements incurred.

[5.](#) ~~4.~~ Ropes & Gray shall be permitted to issue a final detailed fee statement to the Debtors for the actual fees, charges, and disbursements incurred for the period prior to the Petition Date (the "[Final Reconciliation Invoice Amount](#)"). Additionally, Ropes & Gray is authorized to reconcile the Final Reconciliation Invoice Amount with the amount of the Advanced Payment Retainer held by Ropes & Gray as of the Petition Date pursuant to the terms of the Engagement Agreement. To the extent that the Final Reconciliation Invoice Amount is

less than the amount held as an Advanced Payment Retainer, Ropes & Gray may, without further order of the Court, deduct the amount of the Final Reconciliation Invoice Amount from the Advanced Payment Retainer and hold the full amount of the difference as a postpetition retainer to be applied against any fees and expenses approved by the Court in connection with Ropes & Gray's final fee application in these chapter 11 cases. In the event that the Final Reconciliation Invoice Amount exceeds the Advanced Payment Retainer, Ropes & Gray shall waive and not be entitled to any payment for the difference.

6. Notwithstanding anything to the contrary in the Application or Engagement Agreement, Ropes & Gray shall not seek reimbursement of any fees incurred defending any of Ropes & Gray's fee applications in these chapter 11 cases.

7. ~~5.~~ The Debtors are authorized to take all the actions necessary to effectuate the relief granted in this Order.

8. ~~6.~~ Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

9. ~~7.~~ The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Summary report:	
Litera Compare for Word 11.3.1.3 Document comparison done on 3/21/2025 11:01:38 AM	
Style name: RG Default Style	
Intelligent Table Comparison: Active	
Original filename: Dynamic - RG Retention Order [RG Draft 2025-03-04] (3).docx	
Modified filename: Dynamic - Revised Order [Filing Version].docx	
Changes:	
<u>Add</u>	11
Delete	5
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	16