

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 Administrated)

**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**

Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned proposed counsel, hereby submit this application (this “Application”) for entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the retention and employment of Ropes & Gray LLP (“Ropes & Gray”) as attorneys for the Debtors effective as of the Petition Date (as defined below). In support of this Application and the statement herein required by section 329 of the Bankruptcy Code (as defined below), the Debtors respectfully submit and incorporate herein by reference the *Declaration of Gregg M. Galardi in Support of 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* (the “Galardi Declaration”), attached hereto as **Exhibit B**.

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.



JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 101(14), 327(a), 327(c), 328, 329, 330, and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2014-1 and 2016-1.

RELIEF REQUESTED

4. By this Application, the Debtors respectfully request entry of the Order under sections 327(a), 328, 329, 330, and 1107 of the Bankruptcy Code and Rules 2014(a) and 2016(b) of the Bankruptcy Rules authorizing the Debtors to retain and employ Ropes & Gray as attorneys for the Debtors effective as of the Petition Date.

BACKGROUND

5. On February 26, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their

businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committee of unsecured creditors has been appointed in these chapter 11 cases.

6. The Debtors are a leading manufacturer and supplier of critical structural components and assemblies for the aerospace and defense industry. The Debtors specialize in complex, large-format structural airframe and wing components, large aluminum structures, and complex assemblies for key aerospace and defense customers such as Lockheed Martin, Northrop Grumman, and Boeing, among others. The Debtors have one of the largest independent aerospace and defense manufacturing sites in North America, operating out of 226,000 square feet across two facilities in Southern California.

7. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the First Day Declaration, filed concurrently herewith and incorporated herein by reference.

BASIS FOR RELIEF

8. The Debtors and Ropes & Gray entered into an engagement agreement effective as of April 17, 2024 (the “Engagement Agreement”) pursuant to which the Debtors retained Ropes & Gray to provide legal services to the Debtors in connection with refinancing efforts and, if necessary, the restructuring of the Debtors’ capital structure, including a potential bankruptcy

filing under chapter 11 of the Bankruptcy Code by the Debtors. A copy of the Engagement Agreement is attached hereto as **Exhibit C**.

9. Since entering into the Engagement Agreement, the Debtors and Ropes & Gray have worked closely with respect to the matters set forth therein. As a result, Ropes & Gray has become uniquely familiar with the Debtors' affairs as well as many of the potential legal issues that might arise in the context of the Debtors' chapter 11 cases. Ropes & Gray has provided advice to and assisted the Debtors in all aspects of their restructuring efforts and has been instrumental in the Debtors' preparation of these chapter 11 cases, including preparing and drafting various documents and pleadings in connection with these chapter 11 cases.

10. The Debtors selected Ropes & Gray as their restructuring counsel because of the Debtors' familiarity with the firm generally and Ropes & Gray's restructuring group's extensive experience leading chapter 11 cases on behalf of debtors in business reorganizations under chapter 11 of the Bankruptcy Code. Ropes & Gray has been actively involved in representing debtors in numerous recent chapter 11 cases, including, among others: *In re Vobev, LLC*, No. 24-26346 (Bankr. D. Utah) (Counsel to the Debtors); *In re Hardinge Inc.*, No. 24-11605 (Bankr. D. Del.) (Counsel to the Debtors); *In re Exactech, Inc.*, No. 24-12441 (Bankr. D. Del.) (Counsel to the Debtors); *In re H-Food Holdings, LLC*, No. 24-90586 (Bankr. S.D.Tex.) (Counsel to the Debtors); *In re TGI Friday's Inc.*, No. 24-80069 (Bankr. S.D.Tex.) (Counsel to the Debtors); *In re Never Slip Holdings, Inc.*, No. 24-10663 (Bankr. D. Del) (Counsel to the Debtors); *In re RevitaLid Pharmaceutical Corp.*, No. 23-11704 (Bankr. D. Del) (Counsel to the Debtors); *In re iMedia Brands, Inc.*, No. 23-10852 (Bankr. D. Del.) (Counsel to the Debtors); *In re FB Debt Financing Guarantor, LLC*, No. 23-10025 (Bankr. D. Del) (Counsel to the Debtors); *In re Vesta Holdings, LLC*, No. 22-11019 (Bankr. D. Del.) (Counsel to the Debtors); *In re OSG Group Holdings, Inc.*,

No. 22-10718 (Bankr. D. Del.) (Counsel to the Debtors); *In re Vewd Software USA, LLC*, No. 21-12065 (Bankr. S.D.N.Y.) (Counsel to the Debtors); *In re 24 Hour Fitness Worldwide, Inc.*, No. 20-11558 (Bankr. D. Del.) (Counsel to the Debtors); *In re Rubio's Restaurants, Inc.*, No. 20-12688 (Bankr. D. Del.) (Counsel to the Debtors); *In re Centric Brands Inc.*, No. 20-22637 (Bankr. S.D.N.Y.) (Counsel to the Debtors); and *In re VIP Cinema Holdings, Inc.*, No. 20-10345 (Bankr. D. Del.) (Counsel to the Debtors). The Debtors believe that Ropes & Gray has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Debtors during these chapter 11 cases.

11. The Debtors considered other counsel, but selected Ropes & Gray because of the firm's extensive experience and knowledge in the fields of debtors and creditors' rights, business reorganizations and liquidations under chapter 11 of the Bankruptcy Code, its expertise, experience, and knowledge practicing before this Court, and its ability to respond quickly to emergency hearings and other emergency matters in this Court. Accordingly, the Debtors determined that Ropes & Gray had the resources and experience necessary to represent them in these cases and chose not to interview any other firms in connection with the Debtors' restructuring efforts. The Debtors believe that Ropes & Gray employment is in the best interest of the Debtors, their estates and creditors. Thus, the Debtors desire that Ropes & Gray represent them in connection with these chapter 11 cases.

12. Ropes & Gray has informed the Debtors that their hourly rates for bankruptcy representations are comparable to (a) the hourly rates they charge for the non-bankruptcy representations; and (b) the rates of other comparably skilled professionals in the nation marketplace for legal services. Having had experience with large law firms, I can verify the rates

charged by Ropes & Gray in connection with the representation are within the range typically charged by similar firms in complex matters.

13. The Debtors recognize that in large chapter 11 cases such as these, it is possible that there may be unforeseen fees and expenses that will need to be addressed by the Debtors and Ropes & Gray. The Debtors also recognize that it is their responsibility to closely monitor the billing practices of Ropes & Gray and their other professionals to ensure that fees and expenses paid by their estates remain consistent with the Debtors' expectations considering the exigencies and other circumstances of these chapter 11 cases. To that end, the Debtors will continue to review and monitor the regular invoices submitted by Ropes & Gray.

14. As is the Debtors' historical practice, the Debtors will continue to monitor the fees and expense reimbursement process during these chapter 11 cases and ensure the Debtors are an active participant in that process. Recognizing that every chapter 11 case is unique, the Debtors, together with Ropes & Gray, will use the budgeting process to provide guidance on the time involved and the level of attorneys and professionals that will work on various matters, as well as the projection of average hourly rates for the attorneys and professionals for such matter.

15. Ropes & Gray has informed the Debtors that additional information regarding Ropes & Gray's qualifications is more fully set forth in the Galardi Declaration, executed on behalf of Ropes & Gray in accordance with sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1 and the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the "UST Guidelines").

16. The Debtors submit that for all the reasons stated above and in the Galardi Declaration, the retention and employment of Ropes & Gray as attorneys for the Debtors is

warranted and critical to the Debtors' restructuring efforts in these chapter 11 cases. The Debtors believe that Ropes & Gray is well qualified and uniquely able to act on the Debtors' behalf.

SERVICES TO BE PROVIDED

17. The services of legal counsel are necessary to enable the Debtors to faithfully execute their duties as debtors in possession. Subject to further order of the Court, and consistent with the Engagement Agreement, the Debtors request the employment and retention of Ropes & Gray to render the following, among other, legal services:²

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. advising the Debtors regarding related tax matters;
- d. taking any necessary action on behalf of the Debtors to negotiate, draft, and obtain approval of a chapter 11 plan and all documents related thereto;
- e. representing the Debtors in connection with obtaining authority to use cash collateral and postpetition financing;
- f. representing the Debtors in connection with obtaining authority to sell all or some of the Debtors' assets;
- g. attending meetings and negotiating with representatives of creditors and other parties in interest;
- h. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigations in which the Debtors are involved, including objections to the claims filed against the Debtors' estates;

² Ropes & Gray is proposed counsel to the Debtors in these chapter 11 cases. For the avoidance of doubt, Ropes & Gray does not represent any of the Debtors' principals in these chapter 11 cases.

- i. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- j. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

18. It is necessary and essential that the Debtors, as debtors in possession, employ attorneys to render the foregoing professional services. Therefore, the Debtors have requested that Ropes & Gray perform the services set forth herein and subject to this Court's approval of the Application, Ropes & Gray has indicated that it is willing to perform such services.

19. The Debtors intend to file retention applications for other professionals in these chapter 11 cases, including Chipman Brown Cicero & Cole, LLP ("Chipman Brown"), as co- counsel to the Debtors. Ropes & Gray has informed the Debtors that it will take all appropriate steps to avoid unnecessary and wasteful duplication of efforts by any other professionals, including Chipman Brown, retained in these chapter 11 cases.

ROPES & GRAY'S DISINTERESTEDNESS

20. To the best of the Debtors' knowledge and as disclosed herein and in the Galardi Declaration, Ropes & Gray is (a) a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, (b) does not hold or represent an interest adverse to the Debtors' estates, and (c) except as may be disclosed in the Galardi Declaration, Ropes & Gray has no connection to the Debtors, their affiliates, their creditors, or any other parties in interest, or their respective attorneys and accountants, the United

States Trustee for Region 3 (the “U.S. Trustee”) or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the District of Delaware or any person employed in the offices of the same.

21. As set forth in the Galardi Declaration, Ropes & Gray has represented in the past, currently represents, and likely in the future will represent certain parties in interest appearing in these chapter 11 cases in matters unrelated to the Debtors, these chapter 11 cases, or such entities’ claims against or interests in the Debtors.

22. The Debtors understand that except as otherwise set forth in the Galardi Declaration:

- a. Neither Ropes & Gray nor any attorney at Ropes & Gray holds or represents an interest adverse to the Debtors’ estates.
- b. Neither Ropes & Gray nor any attorney at Ropes & Gray is or was a creditor or an insider of the Debtors, except that Ropes & Gray previously rendered legal services to the Debtors for which it has been compensated as disclosed below.
- c. Neither Ropes & Gray nor any attorney at Ropes & Gray is or was, within two (2) years before the Petition Date, a director, officer, or employee of the Debtors.
- d. Ropes & Gray does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors or a financial advisor specified in the foregoing paragraphs, or for any other reason.

23. Ropes & Gray has informed the Debtors that Ropes & Gray will continue to periodically conduct conflicts analyses during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or connections are discovered or arise, Ropes & Gray will use reasonable efforts to identify such

further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

24. In view of the foregoing, the Debtors believe that Ropes & Gray is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

PROFESSIONAL COMPENSATION

25. Ropes & Gray has provided and agrees to continue to provide assistance to the Debtors in accordance with the terms and conditions set forth in the Application and the Engagement Agreement. In connection with entry into the Engagement Agreement, the Debtors initially provided Ropes & Gray with \$50,000.00 payment as an advance payment retainer, which amount was increased a number of times prior to the filing (the “Advanced Payment Retainer”). As set forth in the Engagement Agreement, Ropes & Gray was authorized to apply the amount of any invoice for fees and services against the Advanced Payment Retainer upon issuing the invoice and the Debtors were then to pay the invoiced amount to replenish the Advanced Payment Retainer.

26. Since entering into the Engagement Agreement and obtaining the initial payment of the Advanced Payment Retainer, Ropes & Gray has issued numerous invoices to the Debtors and requested that the Debtors increase the Advanced Payment Retainer. Based upon outstanding prepetition fees and expenses identified and accounted for as of the Petition Date as well as increases in the Advanced Payment Retainer, the amount of Ropes & Gray’s Advanced Payment Retainer as of the Petition Date was approximately \$262,587.00.

27. As set forth in the table below, during the ninety (90) days prior to the Petition Date, Ropes & Gray received total payments in the aggregate amount of \$367,439.88 as payments for

professional services actually performed or to be performed in connection with the preparation and commencement of these chapter 11 cases and increases in the Advanced Payment Retainer.

Transaction Type	Date	Billed Amount	Payment Amount	Advanced Payment Retainer Balance
Advance Payment Retainer	11/28/2024			\$64,426.12
Invoice #1656427 for Services	12/05/2024	\$16,348.00		\$48,078.12
Retainer Replenishment	12/23/2024		\$7,856.00	\$55,934.12
Retainer Replenishment	12/24/2024		\$26,921.38	\$82,855.50
Invoice #1667068 for Services	01/28/2025	\$15,517.50		\$67,338.00
Retainer Replenishment	01/29/2025		\$7,662.00	\$75,000.00
Invoice #1670838 for Services	02/13/2025	\$1,377.00		\$73,623.00
Retainer Increase Invoice #1671489	02/20/2025	\$75,000.00		\$73,623.00
Retainer Increase Payment	02/20/2025		\$75,000.00	\$148,623.00
Retainer Increase Payment Invoice #1672742	02/21/2025	\$100,000.00		\$148,623.00
Retainer Increase Payment	02/21/2025		\$100,000.00	\$248,623.00
Retainer Increase Invoice #1673418	02/24/2025	\$200,000.00		\$248,623.00
Retainer Increase Partial Payment	02/25/2025		\$150,000.00	\$398,623.00
Invoice #1673909	02/25/2025	\$136,036.00		\$262,587.00
TOTAL	02/26/2025		\$367,439.88	\$262,587.00

28. Within the next forty-five (45) days, Ropes & Gray intends to issue a final detailed fee statement to the Debtors reflecting the reconciled amount of actual fees, charges, and disbursements incurred for the period prior to the Petition Date for which no invoice has been provided to the Debtors (the “Final Reconciliation Amount”). Pursuant to the Engagement Agreement, Ropes & Gray will apply the Final Reconciliation Amount against the Advanced Payment Retainer existing as of the Petition Date and hold the balance, if any, of the Advanced Payment Retainer as a postpetition retainer to be applied against the fees and expenses approved by the Court in any final fee application filed by Ropes & Gray. In the event that the Final

Reconciliation Amount exceeds the Advanced Payment Retainer held by Ropes & Gray as of the Petition Date, Ropes & Gray will waive any claim against the Debtors for payment with respect to the amount by which the Final Reconciliation Invoice Amount exceeds the Advanced Payment Retainer.

29. Pursuant to Bankruptcy Rule 2016(b), Ropes & Gray has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys within Ropes & Gray or (b) any compensation that another person or party has received or may receive.

30. For professional services rendered during these chapter 11 cases, Ropes & Gray's fees are based in part on its guideline hourly rates, which are periodically adjusted. Ropes & Gray currently bills the Debtors at the following hourly rates: \$1,800 to \$2,600 for partners; \$1,250 to \$1,880 for counsel; \$900 to \$1,620 for associates; and \$355 to \$755 for paraprofessionals.

31. These rates are set at a level designed to compensate Ropes & Gray fairly for the work of its attorneys, paralegals, and staff and to cover fixed and routine overhead expenses. The hourly rates are subject to periodic increases in the normal course of Ropes & Gray's business, often due to the increased experience of a professional. These adjustments usually commence on January 1 of each year. The Debtors have been advised of that fact, and Ropes & Gray will disclose any rate increases when they occur to the Court and the U.S. Trustee by filing a notice with the Court.

32. Consistent with Ropes & Gray's policy with respect to its other clients, Ropes & Gray will assign work to lawyers, paraprofessionals, and other staff who can provide the necessary services to the Debtors in the most efficient and cost-effective manner.

33. In accordance with the Engagement Agreement, Ropes & Gray will continue to charge the Debtors for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include (without limitation) costs for photocopying, electronic data management services, including scanning and document imaging, travel, travel-related expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings.

34. During the course of these chapter 11 cases, Ropes & Gray will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in these chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the UST Guidelines, and any orders entered in these chapter 11 cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Such applications will constitute a request for interim payment against Ropes & Gray's reasonable fees and expenses, with Ropes & Gray's final fees and expenses to be determined and approved at the conclusion of these chapter 11 cases.

35. Ropes & Gray will accept as compensation such sums as may be allowed by the Court on the basis of the professional time spent, the rates charged for such services, the necessity of such services to the administration of the estates, the reasonableness of the time within which the services were performed in relation to the results achieved, and the complexity, importance, and nature of the problems, issues, or tasks addressed in these cases.

36. Additionally, Ropes & Gray will seek compensation for all time and expenses associated with its retention as a section 327(a) professional, including the preparation of this Application, the Galardi Declaration and related documents, as well as any monthly fee statements, interim fee applications and final fee application.

37. Other than as set forth above, no arrangement is proposed between the Debtors and Ropes & Gray for compensation to be paid in these chapter 11 cases.

38. Except for such sharing arrangements among Ropes & Gray, its affiliated law practice entities, and their respective members, Ropes & Gray has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted pursuant to section 504(b)(1) of the Bankruptcy Code.

39. The Debtors submit that the retention and employment of Ropes & Gray on the terms and conditions set forth herein and in the Engagement Agreement is necessary and in the best interest of the Debtors, their estates, and their creditors, and should be approved.

THE REQUESTED RELIEF IS WARRANTED

40. The Debtors and Ropes & Gray believe that the retention and employment of Ropes & Gray effective as of the Petition Date is warranted under the circumstances of these chapter 11 cases so that Ropes & Gray may be compensated for its services prior to entry of an order approving Ropes & Gray's retention. Further, the Debtors and Ropes & Gray believe that no party in interest will be prejudiced by the granting of the requested relief because Ropes & Gray has provided, and will continue to provide, valuable services to the Debtors' estates in the interim period.

NOTICE

41. The Debtors will provide notice of this Motion to: (a) United States Trustee for the District of Delaware; (b) the United States Attorney's Office for the District of Delaware; (c) the state attorneys general for all states in which the Debtors conduct business; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (g) counsel to

the DIP Agent and DIP Lenders; (h) counsel to the Prepetition Agent; (i) banks and financial institutions where the Debtors maintain accounts; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Order, substantially in the form annexed hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: March 4, 2025

**DYNAMIC AEROSTRUCTURES LLC, and its
Affiliates that are Debtors and Debtors in
Possession**

/s/ Eric Ellis

Eric Ellis
CEO

EXHIBIT A

Order

**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 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

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.

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.
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.
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.

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

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

7. 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

Galardi Declaration

**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 Administrated)

**DECLARATION OF GREGG M. GALARDI IN SUPPORT
OF 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**

I, Gregg M. Galardi, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the following is true and correct to the best of my knowledge:

1. I am a partner at Ropes & Gray LLP ("Ropes & Gray"), which maintains offices at 1211 Avenue of the Americas, New York, New York 10036. I am the lead attorney from Ropes & Gray working on the above-captioned chapter 11 cases. I am an attorney at law, admitted in, practicing in, and a member in good standing of the bars of the state of Delaware, the State of New York, the United States District Court for the Southern District of New York, the United States District Court for the District of Delaware, the state of Colorado, the District of Columbia, the United States Eastern District Court for the Eastern District of Michigan, the United States Court of Appeals for the Second Circuit, the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Fourth Circuit, and the United States Court of Appeals for the Ninth Circuit. There are no disciplinary proceedings pending against me.

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.

2. I submit this declaration (this “Declaration”) pursuant to section 101(14), 327(a), 327(c), 328, 329, 330, and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) in support of 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* (the “Application”)² filed contemporaneously herewith by the debtors and debtors in possession in the above-captioned chapter 11 cases (each, a “Debtor” and collectively, the “Debtors”). Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify thereto.³

ROPES & GRAY’S QUALIFICATIONS

3. The Debtors and Ropes & Gray entered into an engagement agreement effective as of April 17, 2024 (the “Engagement Agreement”) pursuant to which the Debtors retained Ropes & Gray to provide legal services to the Debtors in connection with refinancing efforts and, if necessary, the restructuring of the Debtors’ capital structure, including a potential bankruptcy filing under chapter 11 of the Bankruptcy Code by the Debtors. A copy of the Engagement Agreement is attached to the Application as **Exhibit C**.

4. Since entering into the Engagement Agreement, the Debtors and Ropes & Gray have worked closely with respect to the matters set forth therein. As a result, Ropes & Gray has

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

³ Certain of the disclosures herein are related to matters within the knowledge of attorneys of Ropes & Gray and are based on information provided by them.

become uniquely familiar with the Debtors' affairs as well as many of the potential legal issues that might arise in the context of the Debtors' chapter 11 cases. Ropes & Gray has provided advice to and assisted the Debtors in all aspects of their restructuring efforts and has been instrumental in the Debtors' preparation of these chapter 11 cases, including preparing and drafting various documents and pleadings in connection with these chapter 11 cases.

5. I understand that the Debtors selected Ropes & Gray as their restructuring counsel because of the Debtors' familiarity with the firm generally and Ropes & Gray's restructuring group's extensive experience as lead debtor counsel in business reorganizations under chapter 11 of the Bankruptcy Code. Ropes & Gray has been actively involved in representing debtors in a plethora of recent chapter 11 cases, including, among others: *In re Vobev, LLC*, No. 24-26346 (Bankr. D. Utah) (Counsel to the Debtors); *In re Hardinge Inc.*, No. 24-11605 (Bankr. D. Del.) (Counsel to the Debtors); *In re Exactech, Inc.*, No. 24-12441 (Bankr. D. Del.) (Counsel to the Debtors); *In re H-Food Holdings, LLC*, No. 24-90586 (Bankr. S.D.Tex.) (Counsel to the Debtors); *In re TGI Friday's Inc.*, No. 24-80069 (Bankr. S.D.Tex.) (Counsel to the Debtors); *In re Never Slip Holdings, Inc.*, No. 24-10663 (Bankr. D. Del) (Counsel to the Debtors); *In re RevitaLid Pharmaceutical Corp.*, No. 23-11704 (Bankr. D. Del) (Counsel to the Debtors); *In re iMedia Brands, Inc.*, No. 23-10852 (Bankr. D. Del.) (Counsel to the Debtors); *In re FB Debt Financing Guarantor, LLC*, No. 23-10025 (Bankr. D. Del) (Counsel to the Debtors); *In re Vesta Holdings, LLC*, No. 22-11019 (Bankr. D. Del.) (Counsel to the Debtors); *In re OSG Group Holdings, Inc.*, No. 22-10718 (Bankr. D. Del.) (Counsel to the Debtors); *In re Vewd Software USA, LLC*, No. 21-12065 (Bankr. S.D.N.Y.) (Counsel to the Debtors); *In re 24 Hour Fitness Worldwide, Inc.*, No. 20-11558 (Bankr. D. Del.) (Counsel to the Debtors); *In re Rubio's Restaurants, Inc.*, No. 20-12688 (Bankr. D. Del.) (Counsel to the Debtors); *In re Centric Brands Inc.*, No. 20-22637 (Bankr.

S.D.N.Y.) (Counsel to the Debtors); and *In re VIP Cinema Holdings, Inc.*, No. 20-10345 (Bankr. D. Del.) (Counsel to the Debtors). I believe that Ropes & Gray has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Debtors during these chapter 11 cases.

6. I have extensive experience in corporate restructurings, chapter 11 reorganizations and sales and related matters, and have over 30 years of experience in chapter 11 reorganization cases nationwide, including numerous debtor representations such as: *In re Vobev, LLC*, No. 24-26346 (Bankr. D. Utah) (Counsel to the Debtors); *In re Hardinge Inc.*, No. 24-11605 (Bankr. D. Del.) (Counsel to the Debtors); *In re Never Slip Holdings, Inc.*, No. 24-10663 (Bankr. D. Del) (Counsel to the Debtors); *In re RevitaLid Pharmaceutical Corp.*, No. 23-11704 (Bankr. D. Del); *In re FB Debt Financing Guarantor, LLC*, No. 23-10025 (Bankr. D. Del); *In re OSG Group Holdings, Inc.*, No. 22-10718 (Bankr. D. Del.); *In re Vewd Software USA, LLC*, No. 21-12065 (Bankr. S.D.N.Y.); *In re Centric Brands Inc.*, 20-22637 (Bankr. S.D.N.Y); *In re VIP Cinema Holdings, Inc.*, No. 20-10345 (Bankr. D. Del.); *In re Aerogroup International, Inc.*, No. 17-11962 (Bankr. D. Del.); and *In re Gawker Media LLC*, No. 16-11700 (Bankr. S.D.N.Y.). I have also represented secured lenders, providers of debtor in possession financing, unsecured creditors, and potential purchasers of assets.

7. Other professionals and paraprofessionals in Ropes & Gray's business restructuring practice and in other practice areas, many of whom also have extensive experience in corporate restructuring generally and debtor representations in reorganization cases specifically, will participate in the representation of the Debtors in these chapter 11 cases.

8. Because of Ropes & Gray's experience and knowledge in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code, I believe

that Ropes & Gray is well qualified and uniquely able to act on the Debtors' behalf and to guide them through these chapter 11 cases. Accordingly, subject to this Court's approval of the Application, Ropes & Gray is willing to perform the services requested by the Debtors, as set forth herein and in the Engagement Agreement.

SERVICES TO BE RENDERED

9. The services of legal counsel are necessary to enable the Debtors to faithfully execute their duties as debtors in possession. Subject to further order of the Court, and consistent with the Engagement Agreement, the Debtors request the retention and employment of Ropes & Gray to render the following, among other, legal services:⁴

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. advising the Debtors regarding related tax matters;
- d. taking any necessary action on behalf of the Debtors to negotiate, draft, and obtain approval of a chapter 11 plan and all documents related thereto;
- e. representing the Debtors in connection with obtaining authority to use cash collateral and postpetition financing;
- f. representing the Debtors in connection with obtaining authority to sell all or some of the Debtors' assets;
- g. attending meetings and negotiating with representatives of creditors and other parties in interest;
- h. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the

⁴ Ropes & Gray is proposed counsel to the Debtors in these chapter 11 cases. For the avoidance of doubt, Ropes & Gray does not represent any of the Debtors' principals in these chapter 11 cases.

Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigations in which the Debtors are involved, including objections to the claims filed against the Debtors' estates;

- i. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- j. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

10. The Debtors intend to file retention applications for other professionals in these chapter 11 cases, including Chipman Brown Cicero & Cole, LLP ("Chipman Brown"), as co-counsel to the Debtors, who will also be available to handle any conflict matters. Ropes & Gray has informed the Debtors that it will take all appropriate steps to avoid unnecessary and wasteful duplication of efforts by any other professionals, including Chipman Brown, retained in these chapter 11 cases.

ROPES & GRAY'S DISINTERESTEDNESS

11. To the best of my knowledge, and except as otherwise set forth herein, Ropes & Gray is (a) a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, (b) does not hold or represent any interest adverse to the Debtors' estates, and (c) do not have any connection with any of the Debtors, their affiliated entities, their creditors, or any other party in interest, or their respective attorneys and accounts, the United States Trustee for Region 3 (the "U.S. Trustee") or

any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the District of Delaware or any person employed in the offices of the same.

12. Ropes & Gray has represented in the past, currently represents, and in the future likely will represent certain creditors of the Debtors or their affiliated entities and other parties in interest appearing in these chapter 11 cases in matters unrelated to the Debtors, these chapter 11 cases, or such entities' claims against or interests in the Debtors. Prior to the commencement of these chapter 11 cases, Ropes & Gray undertook a thorough review of its computerized database regarding client representations (the "Client Database") to determine whether it had any connections or other relationships with parties in interest in these chapter 11 cases, which review will continue throughout the pendency of these chapter 11 cases. Ropes & Gray submitted to the Client Database, the names of the Debtors and parties in interest in the Debtors' chapter 11 cases (all identified by the Debtors or their professionals since the date of the Engagement Agreement) listed on **Exhibit 1** attached hereto (each, a "Searched Party," and collectively, the "Searched Parties"). When an entity has a similar name to a Searched Party, or is possibly related to a Searched Party, those entities were also searched. As of the date of this Declaration, all parties in interest are being searched or have been searched by Ropes & Gray. Ropes & Gray will file supplemental declaration(s) with disclosures of any connections with any other Searched Party, as required, the names of additional parties in interest that are identified, and disclosures of any connections with those additional searched parties, as required.

13. Ropes & Gray also solicited information regarding possible connections to the Debtors by firm-wide email to its partners and employees and has determined that except as otherwise set forth herein:

- a. Neither Ropes & Gray nor any attorney at Ropes & Gray holds or represents an interest adverse to the Debtors' estates.
- b. Neither Ropes & Gray nor any attorney at Ropes & Gray is or was a creditor or an insider of the Debtors, except that Ropes & Gray previously has rendered legal services to the Debtors for which it has been compensated as disclosed below.
- c. Neither Ropes & Gray nor any attorney at Ropes & Gray is or was, within two (2) years before the Petition Date, a director, officer, or employee of the Debtors.
- d. Ropes & Gray does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors specified in the foregoing paragraphs, or for any other reason.

SPECIFIC DISCLOSURES

14. As specifically set forth below, Ropes & Gray represents certain entities or affiliates of such entities that may be parties in interest in the Debtors' bankruptcy cases in matters unrelated to the Debtors and these Chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Ropes & Gray is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

15. As provided in more detail in the subsequent paragraphs of this Declaration, of the entities listed on **Exhibit 1**, Ropes & Gray currently represents, or has represented within the past three years, the following entities (or their known affiliated entities).

16. **Debtors.** Ropes & Gray has been counsel for the Debtors since entering into the Engagement Agreement and while engaged has provided information to certain of their non-debtor corporate affiliated entities and their independent counsel. As restructuring counsel to the Debtors,

Ropes & Gray has represented the Debtors on a wide variety of matters, including corporate, debt financing, compensation, and employment matters. As set forth herein, by the Engagement Agreement effective as of April 17, 2024, the Debtors retained Ropes & Gray to represent the Debtors in connection with refinancing efforts and, if necessary, the restructuring of the Debtors' capital structure, including a potential bankruptcy filing under chapter 11 of the Bankruptcy Code by the Debtors.

17. **Debtors' Restructuring Professionals.** Ropes & Gray has represented individuals associated and working for the Debtors' proposed financial adviser, BRG, in matters unrelated to the Debtors.

18. **Current and Former Officers and Directors.** Ropes & Gray does not currently nor has it in the past represented any of the Current and Former Directors listed on **Exhibit 1**.

19. **Significant Equity Holders.** Ropes & Gray does not currently nor has it in the past represented any of the Significant Equity Holders listed on **Exhibit 1**.

20. **Lenders, Trustees, Agents, and Other Secured Creditors.** CRG Financial has been an episodic client of Ropes & Gray since 2017, but at present Ropes & Gray does not represent CRG Financial in any active matter, the last matter having been concluded in September 2024, and all matters were unrelated to the Debtors.

21. BMO Harris Bank N.A. is a former client of Ropes & Gray on a matter unrelated to these chapter 11 cases.

22. **Major Customers.** Ropes & Gray currently represents or has represented Northrop Grumman Corporation and Lockheed Martin Aeronautics Company on matters unrelated to the Debtors in these chapter 11 cases.

23. **Material Vendors and Contract Counterparties.** Ropes & Gray currently represents or has represented the following clients, advisors, co-defendants of, lenders, subsidiaries or their affiliates in matters unrelated to these chapter 11 cases: 3M Technical Ceramics Inc., Aero Technology Company, Aerocraft Heat Treating Company Inc., Alloy Processing Inc., Amazon.com, Howmet Global Fastening Systems Inc., ICW Group Insurance Companies, Ingersoll Cutting Tool Company, Industrial Steel Treating Company, Home Depot Credit Services, and Instrumart.

24. **Ordinary Course Professionals.** Ropes & Gray does not currently nor has it in the past represented any of the Ordinary Course Professionals listed on **Exhibit 1**.

25. **Restructuring Professionals for Lenders, Trustees, Agents, and Other Secured Creditors.** Katten Muchin Rosenman LLP is a former client of Ropes & Gray on a matter unrelated to these chapter 11 cases.

26. **Stalking Horse Purchaser and Professionals.** Ropes & Gray does not currently nor has it in the past represented the proposed Stalking Horse Purchaser or its affiliated entity Avem Partners, or any of the Professionals listed on **Exhibit 1**.

27. **Utilities.** Ropes & Gray does not currently nor has it in the past represented any of the Utility Providers listed on **Exhibit 1**.

28. **Insurance Providers, Brokers, and Benefits Administrators.** Ropes & Gray currently represents or has represented affiliates of Insurance Company of the West on matters unrelated to the Debtors in these chapter 11 cases.

29. **Landlords.** Ropes & Gray does not currently nor has it in the past represented any of the Landlords listed on **Exhibit 1**.

30. **Banks.** BMO Harris Bank N.A. and one of its affiliates is a former client of Ropes & Gray on matters unrelated to these chapter 11 cases.

31. **Taxing Authorities.** Ropes & Gray does not currently nor has it in the past represented any of the Taxing Authorities listed on **Exhibit 1**.

32. **Bankruptcy Judges.** Ropes & Gray does not currently nor has it in the past represented any of the Bankruptcy Judges listed on **Exhibit 1**.

33. **U.S. Trustee's Office.** Ropes & Gray does not currently nor has it in the past represented any member of the U.S. Trustee's Office listed on **Exhibit 1**.

34. None of the identified Ropes & Gray clients nor those client's affiliate(s) generated revenues received by Ropes & Gray in the twelve months prior to the Petition Date that were greater than 0.27% of the total revenues received by Ropes & Gray in that same period. Only 2 of the identified clients together with its affiliated entities accounted for fees between 0.15% and 0.27% of the total revenue received by Ropes & Gray in that same period, with the remaining identified clients or their respective affiliated entities(s) each accounting for less than 0.01% of the total revenue Ropes & Gray received in the twelve months prior to the Petition Date.

35. Ropes & Gray has instituted and will continue to engage in further inquiries regarding the Debtors' constituencies and parties in interest through further inquiries of its partners, counsel, and associates with respect to the matters contained herein. Ropes & Gray will promptly file a supplemental declaration should the results of these inquiries reveal material facts not disclosed herein.

36. Ropes & Gray has informed the Debtors that Ropes & Gray will continue to periodically conduct conflicts analyses during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. Ropes & Gray will continue

to comply with its ongoing duty to notify this Court if any actual conflict arises, and if necessary, arrange for an “ethical wall” with respect to the Ropes & Gray attorney(s) who worked on the matter. If any new relevant facts or connections are discovered or arise, Ropes & Gray will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

37. In view of the foregoing, I believe that Ropes & Gray is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

PROFESSIONAL COMPENSATION

38. Ropes & Gray has provided and agrees to continue to provide assistance to the Debtors in accordance with the terms and conditions set forth in the Application and the Engagement Agreement. In connection with entry into the Engagement Agreement, the Debtors initially provided Ropes & Gray with a \$50,000.00 payment as an advance payment retainer, which amount was increased several times prior to the filing (the “Advanced Payment Retainer”). As set forth in the Engagement Agreement, Ropes & Gray was authorized to apply the amount of any invoices for fees and services against the Advanced Payment Retainer upon issuing an invoice and the Debtors were then to pay the invoiced amount to replenish the Advanced Payment Retainer.

39. Since entering into the Engagement Agreement and obtaining the initial payment of the Advanced Payment Retainer, Ropes & Gray has issued numerous invoices to the Debtors and requested that the Debtors increase the Advanced Payment Retainer as well as to pay estimated fees in advance of providing certain services. Based upon outstanding prepetition fees and expenses identified and accounted for as of the Petition Date as well as increases in the Advanced

Payment Retainer based on requests for estimate fees in advance of services provided, the amount of Ropes & Gray's Advanced Payment Retainer as of the Petition Date was \$262,587.00.

40. As set forth in the table below, during the ninety (90) days prior to the Petition Date, Ropes & Gray received total payments in the aggregate amount of \$367,439.88 as payments for professional services actually performed or to be performed in connection with the preparation and commencement of these chapter 11 cases and increases in the Advanced Payment Retainer.

Transaction Type	Date	Billed Amount	Payment Amount	Advanced Payment Retainer Balance
Advance Payment Retainer	11/28/2024			\$64,426.12
Invoice #1656427 for Services	12/05/2024	\$16,348.00		\$48,078.12
Retainer Replenishment	12/23/2024		\$7,856.00	\$55,934.12
Retainer Replenishment	12/24/2024		\$26,921.38	\$82,855.50
Invoice #1667068 for Services	01/28/2025	\$15,517.50		\$67,338.00
Retainer Replenishment	01/29/2025		\$7,662.00	\$75,000.00
Invoice #1670838 for Services	02/13/2025	\$1,377.00		\$73,623.00
Retainer Increase Invoice #1671489	02/20/2025	\$75,000.00		\$73,623.00
Retainer Increase Payment	02/20/2025		\$75,000.00	\$148,623.00
Retainer Increase Payment Invoice #1672742	02/21/2025	\$100,000.00		\$148,623.00
Retainer Increase Payment	02/21/2025		\$100,000.00	\$248,623.00
Retainer Increase Invoice #1673418	02/24/2025	\$200,000.00		\$248,623.00
Retainer Increase Partial Payment	02/25/2025		\$150,000.00	\$398,623.00
Invoice #1673909	02/25/2025	\$136,036.00		\$262,587.00
TOTAL	02/26/2025		\$367,439.88	\$262,587.00

41. Within the next forty-five (45) days, Ropes & Gray intends 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 Amount"). Pursuant to the Engagement Agreement, Ropes & Gray intends to apply the Final Reconciliation Amount against the Advanced

Payment Retainer existing as of the Petition Date and hold the balance of the Advanced Payment Retainer as a post-petition retainer to be applied against the fees and expenses approved by the Court in any final fee application filed by Ropes & Gray. In the event the Final Reconciliation Invoice Amount exceeds the Advanced Payment Retainer held by Ropes & Gray as of the Petition Date, Ropes & Gray has agreed to waive any claim against the Debtors for payment with respect to the amount by which the Final Reconciliation Invoice Amount exceeds the Advanced Payment Retainer.

42. Pursuant to Bankruptcy Rule 2016(b), Ropes & Gray has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys with Ropes & Gray or (b) any compensation another person or party has received or may receive.

43. For professional services rendered during these chapter 11 cases, Ropes & Gray's fees are based in part on its guideline hourly rates, which are periodically adjusted. Ropes & Gray currently bills the Debtors at the following hourly rates: \$1,800 to \$2,600 for partners; \$1,250 to \$1,880 for counsel; \$900 to \$1,620 for associates; and \$355 to \$755 for paraprofessionals.

44. I am the restructuring attorney leading the Ropes & Gray engagement in these chapter 11 cases and my present hourly rate is \$2,295.00.

45. Consistent with Ropes & Gray's policy with respect to its other clients, Ropes & Gray will assign work to lawyers, paraprofessionals and other staff who can provide the necessary services to the Debtors in the most efficient and cost-effective manner.

46. In accordance with the Engagement Agreement, Ropes & Gray will continue to charge the Debtors for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include (without limitation) costs

for photocopying, electronic data management services, including scanning and document imaging, travel, travel-related expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings.

47. During the course of these chapter 11 cases, Ropes & Gray will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in these chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the UST Guidelines, and any orders entered in these chapter 11 cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Such applications will constitute a request for interim payment against Ropes & Gray's reasonable fees and expenses to be determined at the conclusion of these chapter 11 cases.

48. Ropes & Gray will accept as compensation such sums as may be allowed by the Court on the basis of the professional time spent, the rates charged for such services, the necessity of such services to the administration of the estates, the reasonableness of the time within which the services were performed in relation to the results achieved, and the complexity, importance, and nature of the problems, issues, or tasks addressed in these cases.

49. Additionally, Ropes & Gray will seek compensation for all time and expenses associated with its retention as a section 327(a) professional, including the preparation of this Application, this Declaration, and related documents, as well as any monthly fee statements, interim fee applications and final fee application.

50. Other than as set forth above, no arrangement is proposed between the Debtors and Ropes & Gray for compensation to be paid in these chapter 11 cases.

51. Except for such sharing arrangements among Ropes & Gray, its affiliated law practice entities, and their respective members, Ropes & Gray has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted pursuant to section 504(b)(1) of the Bankruptcy Code.

I declare under penalty of perjury under the laws of the United States of America that, to the best of my knowledge, information, and belief and after reasonable inquiry, the foregoing is true and correct.

Dated: March 4, 2025
New York, New York

/s/ Gregg M. Galardi
Gregg M. Galardi

EXHIBIT 1

Searched Parties

Searched Parties¹

- 1. Debtors and Known Affiliates**
Dynamic Aerostructures LLC
Forrest Machining LLC
Dynamic Aerostructures Intermediate LLC
- 2. Debtor' Restructuring Professionals**
Berkeley Research Group, LLC
Configure Partners, LLC
Chipman Brown Cicero & Cole, LLP
C Street Advisory Group, LLC
Verita Global, LLC
- 3. Restructuring Professionals for Lenders, Trustees, Agents, and Other Secured Parties**
Katten Muchin Rosenman LLP
Womble Bond Dickinson (US) LLP
Ernst & Young
- 4. Ordinary Course Professionals**
Hedman Partners LLP
Orrick, Herrington & Sutcliffe LLP
Hackler Flynn & Associates, APC
RSM US LLP
Brewer & Tominaga LLP
Myers Widders Gibson Jones & Feingold LLP
- 5. Lenders, Trustees, Agents, and Other Secured Parties**
BMO Harris Bank N.A.
Mitsubishi HC Capital America
Global Finance Group, Inc.
Ford Motor Credit Company
- 6. Banks**
BMO Harris Bank N.A.
Bank of America N.A.
- 7. Current and Former Directors and Officers**
Eric Ellis
Steve Finley
Michael Zawalski
General Merrill McPeak

¹ This list (and the categories contained herein) are for purposes of a conflicts check and should not be relied upon by any party as a list of creditors or for any other purpose.

Derek Eve
Leland Jones
Tim Mickael
John Weyers
Theresa Johnson

8. Equity Holders

Endeavour Capital Fund VIII, L.P.
Tim Mickael
Endeavour Executive Fund VIII, L.P.
NS Honeymoon Trust
Grande Kinder Trust
Michael Zawalski
General Merrill McPeak
Sevak Piry
Jill Winkler
John Weyers

9. Parties to Pending Litigation

10. Landlords

Rexford Industrial – 27712 Avenue Mentry, LLC
Rexford Industrial – 27756 Avenue Mentry, LLC

11. Material Vendors & Contract Counterparties

194 Consulting Solutions
3M Technical Ceramics Inc.
A & M Welding Inc.
A Tech Authority Inc.
A&A Aerospace Inc.
A.M. Castle and Company West
A.N. Deringer Inc.
AA Mar
AAA Plating & Inspection Inc.
Abrasive Finishing Company
Accupost Corporation
ACE Clearwater Enterprises Inc.
Ace Paper
Acromil Corporation
ACT Aerospace
Active Fasteners & Supply Inc.
Adept Fasteners
Advanced Technology Company Inc.
Aero Chip Inc.
Aero Technology Company
Aerocraft Heat Treating Company Inc.

Aerodyne Alloys LLC
Aerospace Multi-Axis Machining
Aerospace Process Distribution
Aerospace Technology
Aerotech Precision Machining
Air Components Inc.
Aircraft Crating Inc.
Aircraft X-Ray Laboratories Inc.
Airgas, Inc.
Alatec, Inc.
Alco Service and Supply Company
Arconic Corporation
All Metals Processing Inc.
All Power Manufacturing Inc.
All Valley Hose & Industrial Supply
All World Machinery Supply
Alloy Machining Services, Inc.
Alloy Processing Inc.
AllTech Precision Manufacturing
Alta Foodcraft Refreshment Service
Altemp Alloys LLC
Aluminum Precision Products Inc.
Amamco Tool
Amazon.com
American Abrasive & Tool Inc.
American Aerospace Material Inc.
American Aircraft Products, Inc.
American Fiber & Finishing, Inc.
American Gear Manufacturing Company
American Handforge
American Lift & Equipment Inc.
American Rotary Tools Company
AMI Metals Inc.
Amtek LLC
Angeles Steel Services
Anodyne Inc.
Applied Tool and Supply Inc.
Arconic Corporation
Arlington International Aviation Products
Arro-Jet Engineering & Consulting
Arrow Thompson Metals Inc.
Arrowhead Engineering
ASK Corporation
Aspen Management Company
Associated Concrete Products Inc.
Associates Leasing Inc.

Astro Aluminum Treating Company Inc.
Astro Cut Engineering
Astromatic Inc.
Atlantic Mutual Company
Atlas Testing Laboratories Inc.
Aurora Bearing Company
Aurora Casting and Engineering Inc.
Automatic Data Processing Inc.
Avibank Manufacturing Inc.
Barnes Aerospace Inc.
Bellis Steel Company Inc.
BJG Electronics Inc.
Bluestreak Aerospace
Bodycote plc
Bonelli's Sandblasting
Borrmann Metal Center
Bourdela's Grinding Company Inc.
Bowman Plating Company Inc.
BRALCO Metals, Inc.
BrightView Landscape Services Inc.
Burbank Steel Treating Inc.
Busby Metals Inc.
Butler Compressor & Spray Equipment Co.
C A C Deburring Corporation
C&G Enterprise
C&H Hydraulics Inc.
CAD Manufacturing Inc.
California Broach Company
California Cooling & Consulting LLC
California Drop Forge Inc.
California Hobby Distributors
California-Sierra Transformer Inc.
California Technical Machining
Canyon Crane Service
Carlton Forge Works Inc.
Carr Lane Manufacturing Company
Cascade Industrial Services Corporation
CBC Cleaning and Construction Inc.
CCC Steel Inc.
CDW Computer Centers Inc.
Cena & Sons Manufacturing Company
Century Machinery Company Inc.
CERTEX USA
Certified Steel Treating Corporation
City Plating and Metal Finishing LLC
Clark & Wheeler Engineering

Click Bond Inc.
CNC Signs
CNC Surgeon Inc.
Coast Plating Inc.
Coastal Video Communications Corporation
College of the Canyons Employee Training Institute
Command Tooling Systems
Community Bank
Compmedix LLC
Computerized R&D
Connell Processing Inc.
Continental Forge Company
Continental Heat Treating Inc.
COR Aircraft Supply
Cortez Industrial CNC Repair
Craftech Metal Forming Inc.
Craig Numerical Control Programming
Creative Solutions
Creform Corporation
Crown Lift Trucks
Custom Manufacturing Services, Inc.
Custom Metal Fabrication
Cybercut Precision Machining
Cygnus Inc.
D.A. Stuart Co.
Dasco Engineering Corporation
Daymark Ltd.
Decisive Testing Inc.
Delafield Corporation
Dell Technologies Inc.
Denson Sales Co.
Dieform LLC
Digital Services Company
Dillon Aircraft Deburring Inc.
Dillon-Quality Plus Inc.
Dion & Sons Inc.
DiscountShopTowels.com
Dixie Aerospace Inc.
DLX Company
DocuSign Inc.
DOX Calibration Inc.
Duhig & Company Inc.
Durkee Testing Laboratories Inc.
Eagle Cutting & Supply LLC
Eagle Eye Calibration Labs Inc.
Earle M. Jorgensen Company

ECI JobBOSS LLC
Ecolab Inc.
Edwards Lapping Company
Element Materials Technology
Embee Processing LLC
EME Inc.
Engineered Ceramics
EnMark & Associates Ltd.
Enterprise Holdings Inc.
Environmental HELP Inc.
EOF Furniture Works
ETA Global Inc.
EVJ Machine LLC
Evoqua Water Technologies Corporation
Excel Aerospace Supply Inc.
Expo Propane
Falcon Manufacturing Corporation
Farrar Aerospace LLC
Fatigue Technology Inc.
Federal Express Corporation
Ferro Union Company
FGL Environmental Inc.
Fine Quality Metal Finishing Inc.
First Aid Direct of L.A. Inc.
First Care Occupational Medical Group
First Choice Machinery Service Inc.
Fisher Scientific International Inc.
Fives Machining Systems Inc.
Flexi-Liner Corporation
Fluid Tech Hydraulic Services
FLW Inc.
Fontal Controls Inc.
Fry Steel Company Inc.
FTI Services
FUCHS Lubricants Co.
G & G Machinery
G & M Grinding
G Target Manufacturing Group Inc.
GBM Sales
GE Capital
Gerhardt Gear Company Inc.
GKN Aerospace Services Ltd.
Global Crating Inc.
Golden West Security Inc.
Goldenwest Manufacturing Inc.
Gosiger Inc.

GracoRoberts
GreatAmerica Financials Services
Greatglass LLC
GROB Systems Inc.
GSR Technical Sales
Guhring Inc.
GW Richardson Heating & Air Conditioning Inc.
H2O Fire Protection Inc.
Hadco Metal Trading Company LLC
Hames Machine Products
Harvey Titanium Rolled Prod.
Helen Rose Studio
Hexagon Metrology
High Performance Alloys Inc.
High Temp Metals
Highland Plating Company Inc.
HITCO Carbon Composites Inc.
Hixson Metal Finishing
Home Depot Credit Services
Howmet Global Fastening Systems Inc.
HRM Machine Inc.
Hydro-Jet Abrasive Machining
Hydromach Inc.
Hyrize LLC
Hy-Speed Machining Inc.
IAPMO Research And Testing Inc.
ICW Group Insurance Companies
Imagine That
Independent Measurements
Industrial Steel Treating Company
Industrial Technical Services Inc.
Infinity Precision Inc
Ingersoll Cutting Tool Company
Innovative Machining LLC
InspectionXpert Corporation
Instrumart
Integral Parts Machining Company
Integral Products Inc.
International Computer and Communications Inc.
Intrinsic Marks International LLC
J.G. Hot Heading Fasteners
Jack X Change
Jamaica Bearings Company Inc.
Jamar Packaging Inc.
Jarecc Company Inc.
Jarnagan & Son

JD2 Inc.
Jetroc Engineering
JJ's Hone Shop
JNC Josett Heating & Cooling
John Montilepre Ent.
John Murray Plumbing
Johns Manville
Johnson Controls Security
Jorgensen Forge Corporation
Kamatics Corporation
Kennametal Inc.
Kennedy Manufacturing Company
Kilsby Roberts Company
Kinnen Supply
Kirkhill Inc.
Kluber Lubricatons N.A.
Knight Industrial Supply Inc.
Kropp Forge
L & H Engineering
L & M Precision Inc.
Laird Technologies Inc.
Laminated Shim Company Inc.
Lamsco West Inc.
Landsberg Orora
Langley Air Force Base
Lanic Aerospace
Larry A. Burkley
Laser Label Technologies
Laser Measurement Services Inc.
Laser Options Inc.
Lasers Inc.
Laurel Sheet Metal Products Inc.
Lawrence Patterson
Lawrence Ripak Company
Lean Manufacturing Group LLC
LeFiell Manufacturing Co
LensCrafters
Leon Mendoza Trucking
LHB Industries Inc.
Lindberg Corporation
Linde Gas & Equipment
Lopez Burr-Bench
Lou Harris Industrial Tools
Luminescent Systems Inc.
M & C Manufacturing Company
M & E Precision Machining Company

M&M Fasteners Supply Inc.
M.F. Services Inc.
Mac Tools
Madden Machine Works
Magnaplate
Maintech Inc.
Maintenance Technologies Inc.
Marking Methods Inc.
Marpla Engineering
Marshall Tool & Supply Inc.
Martinelli's Office Machines
Master Research & Manufacturing Inc.
Matrix of Greater Los Angeles
Max Industries Inc.
Mayday Manufacturing Company Inc.
McDermott & Bull
McLaughlin Industrial Distributors Inc.
McMaster-Carr Supply Company Inc.
Medina's Blanchard & Double Disc Grinding LLC
Melkes Machine Inc.
Merchants Centralized
Merco Manufacturing Company
Mercury General Corporation
Mesco Modern Engineered Services
Metal Cutting Service
Metal Improvement Company, LLC
Metal Surfaces Inc.
MetalCenter Inc.
Metals Aerospace International
Micro Quality Calibration, LLC
Mid-State Aerospace Inc.
Mike's Tire Man Inc.
MilCom Aerostructures LLC
Miracle Tools America LLC
MISTRAS Group Inc.
Mitchell Laboratories Inc.
Monlan Group
Morrell's Electro Plating Inc.
Mosier Fluid Power
Motion Industries Inc.
MS Inserts & Fasteners Corporation
MSC Industrial Supply Company Inc.
Mulgrew Aircraft Components Inc.
Multax Systems Inc.
Myersville Machine & Rigging Company
Nasa Ames Research Center

National Technical Systems
NC Dynamics Inc.
NDT Metrics Inc.
NDT Systems Inc.
New Hampshire Ball Bearings Inc.
NobleTek LLC
NS Manufacturing
NSK Corporation
Nu-Tech Industrial Sales Inc.
On the Road Again
Ong Group LLC
Orange County Broaching Inc.
Orange County Industrial Plastics
Orange County Materials Test Laboratory
Orange Hydraulics Inc.
Orbital Sciences Corporation
Ortiz Tool LLC
Pacific Aerodyne
Pacific Oil Company
Packaging Systems Inc.
Paragon Metals LLC
Parisi Services Inc.
Particle Reduction Service
Patriot Sensors & Control Corporation
PB Fasteners
PBB USA Inc.
PCC Structurals Inc.
Pervan Industries
Petersen Inc.
Pierce Spafford Metals Company
Pillar Precision
Pioneer Broach Company
Pitt Auto Electric Company
Plasma Technology Inc.
Plas-Tech Resources Inc.
PlastiFab Inc
Pollution Control Specialists
Poly-Metal Finishing Inc.
Polyrock Equipment Company Inc.
Ponam Precision Gages
PPG Industries Inc.
Prairie Ceramics Corporation
PRC - Desoto International Inc.
Precision Aerospace Corporation
Precision Deburring Enterprises Inc.
Precision Instrument Correction Inc.

Premco Forge Inc.
Premier Printer Maintenance
Pride Plating Inc.
Pro Coatings
Process Fab Inc.
Professional Plastics
Professional Quality Non-Destructive Test
Programming Specialties
Progressive Alloy Steels Unlimited
Protocast JLC
Prudential Overall Supply
PTSolutions
QMI Inc.
Quadient Finance USA Inc.
Quadrant Automated Services Inc.
Quality Aluminum Forge LLC
Quality Control Company
Quality Forming Inc.
Quality Tech Manufacturing Inc.
Quality Turning Inc.
Quantum Enterprises
Quill Corporation
R.S. Hughes Company Inc.
RAH Industries Inc.
RAND North America
RBC Bearings Inc.
ReadyRefresh
Reliance Steel & Aluminum Company
Richmond Aircraft Products Inc.
Rickard Metals Inc.
RJ's Work Boots LLC
RMI Titanium Company LLC
RMK Trucking LLC
Rockwell International Corporation
Rohr Inc.
Ron Partain Company
Royal Wholesale Electric
RS Americas Inc.
RTI Advanced Forming Inc.
Rubatex Corporation
Rubbercraft Company
Rutland Tool & Supply Company
RVP Industries
S.L. Fusco Inc.
Safety-Kleen Inc.
Sager Electronics Supply Company

Sahar Laser & Welding Inc.
Salomon Mena
Samuel Airport Metals
Santa Clarita Bearing Company
Scepko Tube Swaging & Machining
Schaeffer Manufacturing Company
Schienke Products Inc.
Scicon Technologies
Seal Science Inc.
Selco Products Company Inc.
Service Steel Aerospace Corporation
Servo Products Company
SeyTec Inc.
Shaw Precision Grinding
Shelton Industrial Pattern Inc.
Shercon Inc.
Shop Floor Automations Inc.
Shultz Steel Company
Sid Street
Siemens Corporation
Sierra Alloys Company
Sierra Pacific Supply Company Inc.
Simi Tool Repairs
SMBC MANUBANK
SNK America Inc.
SoCal Pump and Vacuum
Solar Atmospheres of San Diego
Sonic Testing & Engineering
Southwest United Industries
Spacetron Titanium Chambers Inc.
Spectraforms
Standard Diamond Inc.
Steel Services Company
Stellex Bandy Machining Inc.
Stretch Forming Corporation
Stroud Systems Inc.
Sumikin Bussan Aerospace Metals
Summer Systems Heating & Air Conditioning
Summers Press
Sunshine Metals Inc.
Sunnair Aerospace Group
Superior Engineering
Superior Metal Stripping Company
Swiss Precision Instruments
T&S NC Programming Service
Take Care Health Plan

TechMet Carbides Inc.
Tecnara Tooling Systems Inc.
Temprak Personnel Agency
Terry French Landscaping
Textron Financial Corporation
The Dyer Company
The E. Jordan Brookes Co. Inc.
The Fitting Source Inc.
The Hartford
The Machine Group
Thomas Triffet Inc.
thyssenkrupp Materials Services GmbH
Timet
Tiodize Company Inc.
Titanium Distribution Services Inc.
Titanium Industries Inc.
Titanium Services Inc.
Titanium Specialties Inc.
TMX Aerospace
Tooling & Equipment Inc.
Toyo Carriers Manufacturing Company Ltd.
Toyota Commercial Finance
Toyota Material Handling Solutions
Tradco Inc.
Trans World Alloys Company
Trans-Pacific Aerospace Company Inc.
Trident Company
Triplett Corporation
Triumph Group
Tube Service Company Inc.
Tuffer Manufacturing Company
TW Metals Inc.
Twinstar Machining
U.S. Bank Equipment Finance
Udash Inc.
Uline Inc.
UMM Electronics Inc.
Unified Manufacturing Inc.
UnifyHR LLC
Union Aircraft Company Inc.
United Imaging Inc.
United Technologies Hamilton Standard
Unity Engineering Inc.
Universal Alloy Corporation
Universal Metals
US Equipment Industrial

Vac-Hyd Los Angeles
Valence Surface Technologies
Valencia Gundrill
Valencia Welding Company
Valenite Inc.
Valley Engravers
Valley Seal Company
Vega Manufacturing Group Inc.
Verified Processing
Versaform Corporation
Vibra Finish Company USA
Vibra-Sonic Deburring
Vi-Cal Metals
W L Gore & Associates Inc.
W. W. Grainger Inc.
W.S. Wilson Corporation
Walker Brothers Machinery Moving Inc.
Walter Grinders Inc.
Walter USA Inc.
Wave Communications Inc.
Waygate Technologies USA LP
Weber Metals Inc.
Weldology
Wesco Aircraft Hardware Corporation
Western Aeromedical Consortium
Western American
Western Gage Corporation
Westlake Grinding Service
Westmoreland Mechanical Testing & Research Inc.
WEX Bank
Wind Craft Manufacturing
Wire Cut Company Inc.
World Wide Honing Inc.
Wright's Supply Inc.
W.S.Dodge Oil Company Inc.

12. Top 30 Unsecured Creditors

13. Taxing/Regulatory Authorities

Internal Revenue Service
California Franchise Tax Board
California Department of Tax and Fee Administration
Los Angeles County Public Works
California Secretary of State
Systems Certification Body

14. Insurance Providers, Brokers, and Benefits Administrators

Arthur J. Gallagher Risk Management Services LLC
Insurance Company of the West
Allied World Surplus Lines Insurance Company
Federal Insurance Company
At-Bay Specialty Insurance Company
National Union Fire Insurance Company
Hartford Fire Insurance Company
UnitedHealth Group
American Fidelity Assurance Company
Anthem Blue Cross Blue Shield
Chubb Group of Insurance Company

15. Major Customers

Lockheed Martin Aeronautics Company
Northrop Grumman Corporation
Blue Origin Enterprises
Space Exploration Technologies Corp.
Spirit AeroSystems, Inc.
The Boeing Company
Mammoth Freighters LLC

16. Stalking Horse Purchaser and Professionals

Avem Partners
Troutman Pepper Locke LLP

17. Utility Providers

AT&T Inc.
Santa Clarita Valley Water
Southern California Gas Company
Southern California Edison
Waste Management Inc.
Inatel Communications Inc.

18. U.S. Trustee Personnel, Judges and Staff for the District of Delaware

John T. Dorsey
Craig T. Goldblatt
Thomas M. Horan
Karen B. Owens
Brendan L. Shannon
Laurie Selber Silverstein
J. Kate Stickle
Mary F. Walrath

Andrew R. Vara
Benjamin Hackman
Christine Green
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Nyanquoi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

EXHIBIT C

Engagement Agreement



ROPES & GRAY LLP
1211 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-8704
WWW.ROPESGRAY.COM

April 17, 2024

Gregg M. Galardi
T +1 212 596 9139
gregg.galardi@ropesgray.com

Dynamic Aerostructures LLC
Dynamic Aerostructures Intermediate LLC
Forrest Manufacturing LLC
27756 Avenue Mentry
Valencia, CA 91355

Attention: Eric Ellis, CEO

Dear Eric:

We appreciate being asked to represent Dynamic Aerostructures LLC, Dynamic Aerostructures Intermediate, LLC and Forrest Manufacturing, LLC (collectively, the "Client," or "you") in connection with the engagement set forth below. Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the terms of our engagement. That is the purpose of this letter.

Engagement

As your counsel, we will represent you in a potential restructuring of your capital structure, and if subsequently agreed, potential formal or informal insolvency proceedings, including commencing cases under Chapter 11 of the United States Bankruptcy Code, subject to the resolution of any conflicts of interest. The scope and nature of this representation may be modified in the future, but only as you and we may jointly agree. The terms of this engagement letter, including those contained under the heading "Conflicts of Interest," will apply to all matters for which you retain us unless otherwise agreed in writing. This engagement will be effective as of April 17, 2024.

Customarily, each client of the firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. I will be your principal lawyer. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. This may be done for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

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Fees

Generally, our fees for professional services in connection with this engagement are based on the hours worked by Ropes & Gray LLP professionals and the hourly rates in effect at the time services are rendered. In some cases, our fees may vary based on factors such as the complexity of the legal issues involved, time limitations that are beyond our control and the results of the representation.

Associates' and law clerks' hourly billing rates are set by class without regard to the status of bar memberships of junior lawyers. Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax).

We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to the rate for Ropes & Gray LLP personnel providing a similar level of service.

In addition to our fees, there may be other charges for items incident to the performance of our legal services, such as photocopying, couriers, travel expenses, local counsel, specialized computer applications such as computerized legal research, and filing fees. Our policy is to pass through these charges simply to recover our costs without any mark-up. For certain of these items, particularly those that involve significant technology and/or support services such as imaging and storing electronic data and documents and the use of specialized software for legal research and data processing, we are sometimes able to reduce costs by contracting with vendors to purchase a quantity of service over time that is beyond the needs of any single client. In those instances, we may bill you at a reduced per unit rate that does not fully reflect the quantity discounts we ultimately obtain. Unless special arrangements are made, the fees, expenses and charges of others (such as experts, investigators, local counsel and consultants) and other large disbursements will not be paid by us, but will be the sole responsibility of, and billed directly to, the Client.

The rates of our lawyers and legal assistants are reviewed and adjusted from time to time, usually at least once a year on a firm-wide basis, to reflect current levels of legal experience, changes in overhead costs, and other factors. Our time recording increment is the quarter of an hour.

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Although we may from time to time, at the Client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact and, therefore, the actual fees and charges ultimately payable may vary from such estimates.

If at any time we are asked to testify (by deposition or otherwise) or respond to a subpoena or other discovery request as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, you agree, subject to applicable law, to pay us for our time, calculated at the hourly rate at the time for the particular individuals involved, and for any associated charges, even if our representation of you has ended.

Payment

Our fees are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges generally will be billed no less frequently than monthly and are payable as soon as practicable thereafter.

In engagements of this sort the firm requests that the client deposits funds as an advance payment retainer with the firm. At the outset of the engagement, the Client agrees to deposit \$50,000 with the firm as an advance payment retainer. The advance payment retainer will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. We will bill the Client for fees and expenses, including any charges and fees in excess of the advance payment retainer. Upon issuing our invoice, we will be permitted to apply the advance payment retainer immediately towards the amount of the invoice and the Client agrees to remit payment in the full amount of the remaining balance after application of the retainer plus an amount sufficient to return the advance payment retainer to no less than \$50,000. In the event that the fees and expenses are expected to exceed \$50,000, we may request an increase in the amount of the advance payment retainer that is sufficient to cover our expected fees and expenses going forward. In all circumstances, any remaining portion of amounts held as the advance payment retainer will be refundable to the Client at the conclusion of our representation, as more fully described below.

The Client consents to our maintaining this advance payment retainer in a general account. If we deposited the payment in a client trust account, the funds would remain the Client's property and may be subject to the claims of its creditors, thereby making it difficult for the Company to retain counsel. Accordingly, you acknowledge and agree to our depositing the advance payment retainer in our general account.

Sometimes our fees, or a portion of them, are paid by a third party, such as an insurer. In this event, you will remain responsible for paying the difference, if any, between the amount of our bills and the amount paid by the third party.

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Documents and Files

We will maintain necessary documents relating to this matter in our client files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and other charges, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. Under our current policy, unfiled emails sent or received by Ropes & Gray LLP are generally not retained after 60 days from the date of transmission or receipt. With the exception of certain original paper documents, such as official or certified documents, original signed documents, and other documents that you have told us may be of legal or evidentiary significance as original documents, you agree that we may discard paper copies of documents and maintain our files electronically.

E-mail Communication

We recommend that all e-mail communication between us be encrypted. Encryption can help avoid the risks attendant to communication by e-mail, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted e-mail by default, and we would be happy to work with you if you choose to configure your systems to communicate in an encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted e-mail in our communications.

Conflicts of Interest

As you know, Ropes & Gray LLP is a large law firm with a national and international practice, with many existing clients and many new clients each year. Because many of our clients interact with other clients in many different respects, we often are in a position to undertake new matters like this one only because another client has agreed to an advance waiver. Accordingly, our representation of you is conditioned upon your agreement that you will not object to our representation in any matter of any other client or prospective client of our firm with interests directly adverse to yours or to those of any of your affiliates that we may in the future represent (such affiliates which become clients of the firm to be collectively referred to, with you, in this paragraph as "you"), including without limitation our representation of another such client in any business dealings, negotiations, or disputes with you (including litigation, arbitration or other dispute resolution proceedings against you) provided that the matter in which we represent any party adverse to you is not substantially related to any matter in which we are representing or have represented you, and with the understanding that we will not disclose any confidential information we have received from you and will not use any such information on behalf of any other party. This means, among other things, that we may obtain confidential information from other clients that might be of interest to you but which we cannot share with you. You also agree that in auctions and other situations where you are

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seeking to acquire companies or investments, we may also represent other prospective purchasers. You understand that by providing this advance waiver of conflicts, Ropes & Gray LLP may, as described in this paragraph, represent other clients and prospective clients adverse to you.

To facilitate our compliance with professional responsibility rules and to address internally our provision of legal services, it is sometimes necessary for firm lawyers to consult with in-house or outside counsel to the firm. You agree that any such consultations related in any way to this representation will be deemed attorney-client privileged communications between us and our in-house or outside counsel. Your consent in this regard applies even if the consultation might be considered adverse to your interests. In that event and in jurisdictions that consider such consultations to constitute conflicts of interests, you consent to the consultation notwithstanding any conflict and agree that it may remain confidential and subject to the firm's attorney-client privilege.

As with any of the provisions of this engagement letter, you are of course free to consult with independent counsel concerning the terms of this section of this letter, and we advise you to do so.

Identity of Client

The client for this engagement is Dynamic Aerostructures LLC, Dynamic Aerostructures Intermediate LLC, and Forrest Manufacturing LLC. This engagement does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members or partners not expressly identified in the preceding sentence.

From time to time in developing our practice and recruiting personnel it is useful to identify representative clients and matters and to use client logos without, of course, divulging any confidential information. This engagement letter will constitute your consent to such use and disclosure.

Termination

This engagement will end when we have completed our work on the matters for which you have engaged us, or when either of us informs the other that the representation has ended (including by transmittal of our final bill on those matters). For purposes of clarity, you agree that we may consider our work on a matter for which you have engaged us to be completed no later than the date which is 90 calendar days from the last date on which we performed any work on that matter. We specifically reserve the right, consistent with applicable rules of professional conduct, to suspend or terminate work on behalf of the Client if our statements are not paid within 30 days after they are rendered.

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Discussion and Disputes

We appreciate the opportunity to serve as your attorneys and anticipate a productive and harmonious relationship. If, however, you become dissatisfied for any reason with our services or the fees charged, we encourage you to bring your concerns to our attention immediately. On our side, if we perceive a problem with the representation, we will discuss it with you. In our experience, most problems can and will be rectified through such communication.

In the unlikely event that a dispute should arise between us that cannot be resolved through communication and discussion, we both agree that, prior to instituting any formal proceeding, we will attempt to resolve the dispute through non-binding mediation, before a mediator who is agreed to by both parties. In the event that we both are unable to agree upon a mediator, we both agree to submit our dispute for non-binding mediation to the American Arbitration Association ("AAA"), which will then appoint a mediator for us and the mediation shall be conducted pursuant to the AAA's rules. We both agree that any such mediation will take place in Manhattan, New York and that we both will equally share the costs of mediation. If, despite our efforts, mediation does not resolve the dispute, pursuant to the Fee Dispute Resolution Program established by Part 137 of the Rules of the Chief Administrator of the Courts of New York State, clients whom we represent in civil matters have the right to initiate arbitration of any dispute with our firm involving amounts between \$1,000 and \$50,000.

Subject to the preceding sentence, any action by either of us to resolve any dispute with respect to our services shall be brought exclusively in either the Supreme Court of the State of New York, County of New York or in the U.S. District Court for the Southern District of New York, and you consent to the jurisdiction of such Courts for that purpose and agree that each is a convenient forum. New York law will govern the terms of our representation, as well as any dispute, claim or issue arising out of or relating to our representation.

Limited Liability

Ropes & Gray LLP is registered as a limited liability partnership under the laws of the State of Delaware. Each lawyer in a registered limited liability partnership is personally and fully liable and accountable for any negligent or wrongful act or misconduct committed by him or her while rendering professional services on behalf of the firm, but is not otherwise liable or accountable, directly or indirectly, for any debts, obligations or liabilities of Ropes & Gray LLP.

Miscellaneous

Where London-based lawyers associated with Ropes & Gray International LLP perform legal services for you, additional Terms of Business, which can be found at <https://www.ropesgray.com/footer/Legal-Notices/Terms-of-Business.aspx>, will apply to the performance of such services.

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Ropes & Gray LLP looks forward to maintaining its close and cooperative relationship with you. We will rely on you to assist and cooperate with us as appropriate. We anticipate that you will disclose fully and accurately to us all facts that may be relevant to matters on which you engage us or that we may otherwise reasonably request, and keep us apprised of developments relating to the matters on which you engage us.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing this letter in the space provided below and returning it to me.

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April 17, 2024

Please contact me if you have any questions. We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

Ropes & Gray LLP

By: 
Gregg M. Galardi

AGREED TO AND ACCEPTED:

**Dynamic Aerostructures LLC, Dynamic
Aerostructures Intermediate, LLC and
Forrest Manufacturing LLC**

By: 

Name: ERIC ELLIS

Title: CEO, DYNAMIC AEROSTRUCTURES

**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)

Hearing Date: 3/25/25 @ 11:00 a.m. (ET)

Objection Deadline: 3/18/25 @ 4:00 p.m. (ET)

**NOTICE OF 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**

PLEASE TAKE NOTICE that on March 4, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the attached *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 “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the relief requested by the Application, must be filed on or before **March 18, 2025, at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response on: (i) proposed co-counsel to the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi; email: gregg.galardi@ropesgray.com) and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers and Robert A. Weber; email: desgross@chipmanbrown.com and weber@chipmanbrown.com) and Chipman Brown Cicero & Cole LLP, 501 5th Ave., 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (ii) counsel to the DIP Lender, King & Spalding LLP, 1100 Louisiana St., Suite 4100, Houston, TX 77002 (Attn: Michael Fishel; email: mfishel@kslaw.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kenneth J. Enos; email: kenos@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801 (Attn: Rosa Sierra-Fox; email: Rosa.Sierra-Fox@usdoj.gov); and (iv) counsel for any

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.

statutory committee appointed in these chapter 11 cases, so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that a hearing on the relief requested by the Application will be held on **March 25, 2025, at 11:00 a.m. (ET)** before the Honorable Laurie Selber Silverstein, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE RELIEF REQUESTED BY THE APPLICATION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE BID PROCEDURES RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 4, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark L. Desgrosseilliers

Robert A. Weber (I.D. No. 4013)

Mark L. Desgrosseilliers (No. 4083)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

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weber@chipmanbrown.com

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Daniel G. Egan (admitted *pro hac vice*)

501 5th Ave. 15th Floor

New York, New York 10017

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egan@chipmanbrown.com

-and-

ROPES & GRAY LLP

Gregg M. Galardi (No. 2991)

1211 Avenue of the Americas

New York, New York 10036

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