

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Related Docket No. 10 and 56

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) MAINTAIN EXISTING
INSURANCE POLICIES AND PAY ALL INSURANCE OBLIGATIONS ARISING
THEREUNDER, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE COVERAGE; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order and this final order (the “Order”): (i) authorizing the Debtors, in their discretion, to (a) maintain their existing insurance policies and pay all premiums, taxes, deductibles, administration costs, consulting fees, brokers’ fees, assessments, or other fees arising thereunder or in connection therewith in the ordinary course of business (the “Insurance Obligations”), including any Insurance Obligations for prepetition periods, and (b) renew, supplement, modify, or purchase insurance coverage as needed in the Debtors’ business judgment without further order of this Court, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 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; and this Court having found that this is a core

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 defined herein shall have the meanings ascribed to such terms in the Motion.



proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation thereon and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as set forth herein.
2. The Debtors are authorized, in their discretion, to continue the Insurance Policies in the ordinary course of business and honor their Insurance Obligations thereunder, including any and all prepetition amounts outstanding on account of the Insurance Policies and pay premiums thereunder and fees due to the Broker in connection therewith.
3. The Debtors are authorized to renew, supplement, modify, extend, or enter into new Insurance Policies in the ordinary course and without further order of this Court. The Debtors shall provide reasonable advance notice to the U.S. Trustee, DIP Lender, the Prepetition Agent, and any statutory committee appointed in these cases if the Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers or sureties, enter into any premium financing agreements, or obtain additional insurance coverage.

4. After consultation with the DIP Lender, the Debtors are authorized to enter into premium financing agreements in the ordinary course of business in connection with any renewals, extensions, or new Insurance Policies to the extent that the Debtors determine such action is in the best interest of their estates; provided, however, to the extent the Debtors seek to enter any such agreements that are materially more onerous than any prior financing agreement, the Debtors shall seek court authority.

5. The Debtors are authorized, but not directed, in their discretion, to continue the Workers' Compensation Program and make any payments related thereto, including payment of any fees associated with the Workers' Compensation Program and any workers' compensation claim amounts, to the extent that the Debtors determine, in their discretion, that such actions are in the best interests of their estates.

6. Pursuant to section 362(d) of the Bankruptcy Code, employees are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum and the Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

7. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all prepetition and postpetition checks, drafts, electronic transfers, and other forms of payment used by the Debtors to satisfy their Insurance Obligations, whether presented before, on, or after the Petition Date; *provided* that sufficient funds are on deposit in the applicable accounts to cover such payments, and (b) prohibited from placing any holds on, or attempting to reverse, any transfers on account of Insurance Obligations. The Banks shall rely on the direction and

representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Order, and no such Bank shall have any liability to any party for relying on such direction and representations by the Debtors as provided for in this Order.

8. Nothing in this Order nor any action taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. Nothing in this Final Order or the Motion: (a) alters, amends or modifies the terms and conditions of any of the Insurance Policies, including, but not limited to, (i) the obligation, if any, of any Insurance Carrier to pay defense costs and any amounts within an insurance deductible and the right, if any, of any Insurance Carrier³ to seek reimbursement from the Debtors therefor, and (ii) the obligation, if any, of the Debtors to reimburse any Insurance Carrier for defense costs and any amounts within an insurance deductible; (b) relieves the Debtors of any of their obligations

³ For the avoidance of doubt, the term "Insurance Carrier" shall include all insurance carriers and third-party administrators that issued or entered into the Insurance Policies, whether or not such insurance carriers and third party administrators are identified on **Exhibit C** to the Motion.

under the Insurance Policies; (c) creates or permits a direct right of action against an Insurance Carrier; (d) precludes or limits, in any way, the rights of any Insurance Carrier to contest or litigate the existence, primacy, or scope of available coverage under any of the Insurance Policies; or (e) waives any Insurance Carriers' claims or rights against the Debtors, any of the Debtors' subsidiaries or affiliates, or any other person, entity, property or parties liable to such Insurance Carrier (whether under the Insurance Policies or otherwise).

10. Notwithstanding anything to the contrary contained in the Motion or in this Order, the Debtors shall provide reasonable advance notice to counsel to the DIP Lender of any material changes or modifications to the Debtors' historical policies and practices with respect to any action taken or proposed to be taken hereunder, and the Debtors, in consultation with the DIP Lender, shall seek Court approval, on notice, of any such material changes or modification to the extent required under the Bankruptcy Code.

11. The requirements of Bankruptcy Rule 6003 are satisfied.

12. Notwithstanding Bankruptcy Rule 6004(h), or any other procedural rule, this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

13. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: March 20th, 2025
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE