M. Jonathan Hayes (Bar No. 90388)
Matthew D. Resnik (Bar No. 182562)
Roksana D. Moradi-Brovia (Bar No. 266572)
RESNIK HAYES MORADI LLP
17609 Ventura Blvd., Suite 314
Encino, CA 91306
Telephone: (818) 285-0100
Facsimile: (818) 855-7013
jhayes@RHMFirm.com

Attorneys for Debtor
DDC Group, Inc.

FILED & ENTERED

SEP 20 2018

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY wesley DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re DDC GROUP, INC., Debtor.	Case No. 2:18-bk-17029-BB Chapter 11 **ORDER GRANTING FURTHER INTERIM USE OF CASH COLLATERAL OF ALLEGED SECURED CREDITORS; AND SETTING FURTHER HEARING** Date: September 11, 2018 Time: 11:00 a.m. Place: Courtroom 1539 255 E. Temple Street Los Angeles, CA 90012

A hearing took place at the above time and place to further consider the Debtor's **MOTION FOR AUTHORITY TO USE CASH COLLATERAL OF ALLEGED SECURED CREDITORS** (the "Motion"). Appearances are set forth in the record. After consideration of the Debtor's pleadings, the Comments of YesLender LLC and colloquy between the Court and counsel present, and good cause appearing,

IT IS HEREBY ORDERED:

1. The Debtor is authorized to use cash collateral to pay operating expenses to the extent necessary between September 11, 2018 and December 31, 2018 as set forth generally in the Budget attached to the Debtor's Supplement to Motion to Use Cash Collateral [Docket No. 101] (the "Budget"). The Debtor is authorized to vary the Budget by up to 10% of any line item in the Budget.

2. All secured lenders, including YesLender LLC, shall receive a replacement lien on all post-petition assets, other than avoiding power recoveries, to secure the diminution in value of their prepetition collateral. Post-petition liens shall have the same validity and priority as prepetition liens.

3. The Debtor shall pay YesLender adequate protection payments as follows: $3,000 on the first day of the month for October through December, 2018.

4. If YesLender declares the Debtor to be in default of the Debtor's obligations under the Stipulation, YesLender must serve written notice of default to the Debtor, and any attorney for the Debtor. If the Debtor fails to cure the default within 14 days after service of such written notice then YesLender may file a declaration of default with the Court and seek appropriate relief.

5. If Debtor fails to cure the default, the authorization to use cash collateral and other assets may be terminated as provided below. YesLender may object at any time to Debtor's continued use of cash collateral by giving written notice to Debtor and its counsel of record. Forty-Eight hours after written notice is given, Debtor shall cease to use cash collateral pending further order of the Court or pending further modification of this Stipulation.

6. If the default is not cured, YesLender may, at its option, set for hearing a motion for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) or a motion to dismiss or convert the case. This motion may be set for hearing on 10 business days' notice to Debtor, Debtor's counsel of record, and any parties specified under Federal Rules of Bankruptcy Procedure, Rule 4001(a)(1).

7. The obligations and replacement liens and super-priority claims shall continue in full force and effect in the event of a dismissal of the case.

8. The Court shall retain jurisdiction for the purpose of enforcing such claims and liens.

9. The Debtor and YesLender reserve all rights against the other, including the Debtor's right to object to the Claim, or seek determination of secured status.

####

Date: September 20, 2018

Sheri Bluebond
United States Bankruptcy Judge