

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
KIKO USA, Inc.,) Case No. 18-10069 (MFW)
Debtor.¹)

AFFIDAVIT OF SUPPLEMENTAL SERVICE RE:

Exhibit 1 NOTICE OF (I) OBJECTION AND VOTING DEADLINES;
(II) SOLICITATION AND VOTING PROCEDURES; (III) HEARING
TO CONFIRM CHAPTER 11 PLAN OF REORGANIZATION OF
KIKO USA, INC.; AND (IV) CERTAIN OTHER INFORMATION
[copy attached hereto]

I, Mabel Soto, state as follows:

1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o BMC Group, Inc., 3732 West 120th Street, Hawthorne, California 90250.

2. On May 29, 2018 at the direction of Saul Ewing Arnstein & Lehr LLP, and Perkins Coie LLP, Counsel for the Debtor and Debtor In Possession, the above referenced document was served on the parties listed in Exhibit A via the mode of service indicated thereon:

Exhibit A The Affected Parties Address List regarding Exhibit 1

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on the 30th day of May 2018 at Hawthorne, California.



Mabel Soto

¹ The last four digits of the Debtor's federal tax identification number are 0805. The principal place of business for the Debtor is 470 Park Avenue South, 15th Floor New York, NY, 10016.

EXHIBIT 1

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

In re:)	Chapter 11
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KIKO USA, Inc.,)	Case No. 18-10069 (MFW)
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Debtor. ¹)	
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**NOTICE OF (I) OBJECTION AND VOTING DEADLINES;
(II) SOLICITATION AND VOTING PROCEDURES; (III) HEARING
TO CONFIRM CHAPTER 11 PLAN OF REORGANIZATION
OF KIKO USA, INC.; AND (IV) CERTAIN OTHER INFORMATION**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On May 9, 2018, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving the *Disclosure Statement in Connection with Amended Chapter 11 Plan of Reorganization for KIKO USA, Inc.* (the “Disclosure Statement”) filed by the above-captioned debtor and debtor-in-possession (the “Debtor”).

2. Additional copies of the *Amended Chapter 11 Plan of Reorganization of KIKO USA, Inc.* (as may be amended, the “Plan”),² the Disclosure Statement, the Disclosure Statement Order, and all other relevant materials are available for viewing at www.bmcgroup.com/kiko, or may be obtained by contacting BMC Group, Inc., the Debtor’s Balloting Agent, (i) by email at kiko@bmcgroup.com³; or (ii) by telephone at (888) 909-0100 (toll free from the U.S. or Canada) or (310) 321-5555 (international). **Creditors and other parties-in-interest receiving this notice should periodically consult the Debtor’s Balloting Agent’s website (www.bmcgroup.com/kiko) for the most current information regarding the Disclosure Statement and Plan, including revisions, changes and/or supplements thereto.**

3. A hearing (the “Confirmation Hearing”) will be held before the Honorable Mary F. Walrath, United States Bankruptcy Judge, at the United States Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom #4, Wilmington, Delaware 19801, on **June 18, 2018 at 10:30 a.m.** (prevailing Eastern Time) to consider the entry of an order confirming the Plan. **The Confirmation Hearing may be continued from time to time without further notice other**

¹ The last four digits of the Debtor’s federal tax identification number are 0805.

² Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

³ Please reference “KIKO” in subject line of any e-mail.

than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or in any notice of agenda filed with the Bankruptcy Court or otherwise.

4. If you are eligible to vote on the Plan, a Ballot for voting on the Plan is enclosed in your solicitation package. The deadline for submitting Ballots accepting or rejecting the Plan is **June 11, 2018 at 5:00 p.m.** (prevailing Eastern Time) (the “**Voting Deadline**”). Parties eligible to vote on the Plan should read the Plan and Disclosure Statement carefully before submitting their Ballots. To be counted, Ballots must be completed and signed, in accordance with the instructions included with the Ballot, and returned to the Balloting Agent no later than the Voting Deadline.

5. Any challenge by the holder of a Claim to the allowance and/or amount of a Claim for voting purposes must: (i) be filed by motion with the Bankruptcy Court, and served on **or before the Voting Deadline** upon counsel to the Debtor (John S. Kaplan, Esquire, Perkins Coie LLP, jkaplan@perkinscoie.com, and Mark Minuti, Esquire, Saul Ewing Arnstein & Lehr LLP, mark.minuti@saul.com), which service may be via electronic mail; (ii) set forth with particularity the amount in which the movant believes its Claim should be Allowed for voting purposes along with an explanation and/or calculation justifying such amount; and (iii) include supporting evidence.

6. Any objections to confirmation of the Plan (each, a “**Plan Objection**”) must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such party; (iv) state with particularity the basis of any objection or response and provide proposed language to remedy such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court and served so as to be actually received prior to **4:00 p.m. (Prevailing Eastern Time) on June 11, 2018 by:** (a) counsel for the Debtor, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101-3099 (Attn: John S. Kaplan, Esquire) and 1201 North Market Street, Suite 2300, Wilmington, DE 19801 (Attn: Mark Minuti, Esquire); (b) the U.S. Trustee, Federal Building, 844 King Street, Suite 2207, Wilmington, DE, 19801 (Attn: Mark Kenney, Esquire). Plan Objections not timely filed and served shall be overruled and not considered.

7. **THE PLAN PROPOSES AN INJUNCTION AND RELEASES.** Article IX of the Plan contains release, exculpation and injunction provisions, which are set forth in their entirety below. You are advised to review and consider these provisions carefully because your rights might be affected under the Plan:

(a) **Injunction/Generally.** Except as provided in the Plan or the Confirmation Order, as of the Confirmation Date, all entities that have held, currently hold, or may hold a Claim that is unclassified by the Plan or that is classified by Article 3 of the Plan or that is subject to a distribution under the Plan, or an Equity Interest or other right of an equity holder, are permanently enjoined from taking any of the following actions on account of any such Claims or Equity Interests or rights: (i) commencing or continuing in any manner any action or other proceeding against any property to be distributed under the Plan; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any property to be distributed under the Plan; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any property to be distributed

under the Plan; and (iv) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan or the Bankruptcy Code.

(b) **Injunction/Limited Scope.** Nothing in the Plan: (i) extinguishes, prohibits, or otherwise limits the right of any holder of a Claim to assert a right to setoff or recoupment arising in connection with that Claim as part of the resolution and treatment of that Claim under the Plan; (ii) extinguishes, prohibits, or otherwise limits the right of any Estate or Reorganized KIKO to assert and prevail on any Litigation Claim; (iii) enjoins or otherwise precludes any party-in-interest from enforcing the terms of the Plan and the Confirmation Order.

(c) **Exculpation.** Neither the Debtor, Reorganized KIKO, nor any of their respective members, officers, directors, trustees, employees, advisors, professionals, or agents has any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence. In all respects, the Debtor, Reorganized KIKO, and each of their respective members, officers, directors, trustees, employees, advisors, professionals, and agents are entitled to rely on the advice of counsel with respect to their duties and responsibilities under the Plan.

(d) **Releases.** Except as otherwise provided herein, as of the Effective Date, for good and valuable consideration, including providing financing to facilitate and implement the Plan, KIKO S.p.A., in any and all capacities, including as the DIP Lender, its affiliates, and the current and former officers, directors, principals, members, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives of KIKO S.p.A., in each case solely in their capacity as such are deemed released and discharged by the Debtor and its Estate from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity or otherwise that the Debtor or its Estate would have been legally entitled to assert in their own right or on behalf of the holder of any Claim or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the Plan or the Disclosure Statement, the negotiation, formulation or preparation of the debtor-in-possession financing, Plan, the Plan Supplement, or related agreements, instruments, or other documents in connection with the transactions contemplated under the Plan, the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided* that nothing in the Plan, shall release (i) any obligations under the Plan or the Plan Supplement; or (ii) any acts constituting willful misconduct, gross negligence, intentional fraud or criminal conduct as determined by a Final Order.

Dated: May 9, 2018
Wilmington, Delaware

/s/ Mark Minuti

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Monique B. DiSabatino (DE Bar No. 6027)
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Counsel for Debtor and Debtor in Possession

EXHIBIT A

KIKO

Total number of parties: 2

Exhibit A - KIKO

Svc Lst	Name and Address of Served Party	Mode of Service
67536	JEWAN, AMANDA, 172-17 AMELIA RD, JAMAICA, NY, 11434	US Mail (1st Class)
67536	ZABITA, PATRICIA, 29 VISTA AVE, ELIZABETH, NJ, 07208	US Mail (1st Class)
Subtotal for this group: 2		