

**EXHIBIT A**

**(Ordinary Course Professional Declaration)**

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

In re:

KIKO USA, Inc.,

Debtor.<sup>1</sup>

)  
) Chapter 11  
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)  
) Case No. 18-10069 (MFW)  
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**DECLARATION AND DISCLOSURE STATEMENT OF DEVERIE J. CHRISTENSEN  
ON BEHALF OF JACKSON LEWIS, P.C.**

I, Deverie J. Christensen, hereby state and declare as follows:

1. I am a Principal at Jackson Lewis, P.C. (the “**Firm**”), a labor and employment law firm that maintains an office at 2800 Howard Hughes Parkway, Suite 600, Las Vegas, Nevada, 89169, for which I am the Office Managing Principal. I am duly authorized to make this Declaration on behalf of the Firm, and I make this Declaration pursuant to the *Order Authorizing Debtor to Retain and Compensate Professionals Used in the Ordinary Course of Business, Nunc Pro Tunc to the Petition Date* dated February 15, 2018 (the “**OCP Order**”) entered in the above-captioned case. I have read the *Debtor’s Motion for Authority to Retain and Compensate Professionals Used in the Ordinary Course of Business, Nunc Pro Tunc to the Petition Date* (the “**OCP Motion**”) and the OCP Order and understand the terms and conditions set forth therein, including the limitations on compensation payable to Ordinary Course Professionals pursuant thereto.

2. The facts set forth in this Declaration are personally known to me, and, if called as a witness, I could and would testify thereto.

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<sup>1</sup> 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.

3. The Firm is a legal services firm.

4. The Firm has provided services prior to January 11, 2018 (the “**Petition Date**”).

5. The Firm has been engaged by KIKO USA, Inc. (the “**Debtor**”) to provide certain services including labor and employment law services, advice, and defense of a discrimination charge filed with the United States Equal Employment Opportunity Commission (“EEOC”) by a former employee, since June 6, 2017.

6. The Debtor has requested, and the Firm has agreed, to continue to provide services to the Debtor pursuant to section 327 of the Bankruptcy Code with respect to such matters. Additionally, the Debtor has requested, and the Firm proposes to render, the following services to the Debtor: defense of pending EEOC charge, and advice and counsel regarding any related employment law issues.

7. The Firm’s current customary hourly rates for the Las Vegas Office principals and associates for perform work for the Debtor, subject to change from time to time, are \$450 principals, \$300 associates, and \$125 paralegals; and special hourly rates for the EEOC Charge insured by the Debtor’s insurance carrier, AIG, are \$340 principal, and \$290 associates, and \$125 paralegals. In the normal course of business, the Firm revises its regular (uninsured) hourly rates on January of each year and requests that effective January 1 of each year, the aforementioned uninsured rates be revised to the regular hourly rates which will be in effect at that time.

8. To the best of my knowledge, formed after due inquiry, neither I, the Firm, nor any employee thereof has any connection with the Debtor or currently represents any of its creditors, other parties-in-interest, the Office of the United States Trustee or any person employed by the Office of the United States Trustee with respect to the matters upon which it

is to be engaged, and the Firm does not, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or otherwise hold or represent any interest adverse to the Debtor, its estate or any class of creditors or equity interest holders, except that Jackson Lewis P.C. represents Fashion Show Mall, LLC and GGP Staten Island Mall, LLC as employment counsel in matters unrelated to KIKO.

9. I believe that the Firm's representation of such entities, which representation is in matters entirely unrelated to the Debtor, is not adverse to the Debtor's interests, or the interests of its creditors or estate in respect of the matters for which the Firm will be engaged, nor will such services impair the Firm's ability to represent the Debtor in the ordinary course in this chapter 11 case.

10. In addition, although unascertainable at this time after due inquiry, due to the magnitude of the Debtor's potential universe of creditors and the Firm's clients, the Firm may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtor in matters entirely unrelated to the Debtor and its estate. The Firm does not and will not represent any such entity in connection with this case and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtor or its estate.

11. The Firm's process of ascertaining what, if any, connection it may have with any interest adverse to the Debtor, its estate, or any class of creditors or equity interest holders, consists of the following: conducting a conflict of interest check as to KIKO S.p.A. (sole shareholder of the Debtor), Latoya Lamon (the former Nevada employee who is the complainant in the EEOC Charge matter described in Paragraph 3 above), and the names on the list of 20 largest unsecured creditors as contained in the Petition.

12. As of the Petition Date, the Firm rendered services that had not been billed, or that had been billed but with respect to which payment had not been received as of the Petition Date, in the amount of \$5,129.00 on account of such prepetition services, for which a Proof of Claim was submitted by the Firm on January 31, 2018.

13. In light of the foregoing, I believe that the Firm does not hold or represent any interest materially adverse to the Debtor, its estate, creditors, or equity interest holders, as identified to the Firm, with respect to the matters in which the Firm will be engaged.

14. Except as set forth herein, no promises have been received by the Firm or any partner, associate or other professional thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court of the District of Delaware, and orders of this Court.


15. The Firm further states that it has not shared, nor agreed to share any compensation received in connection with this case with another party or person, other than as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016.

16. If the Firm represents the Debtor on a contingency fee basis, the terms of such fee arrangement are attached to this Declaration.

17. The foregoing constitutes the statement of the Firm pursuant to sections 329 and 504 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014 and 2016(b).

I declare under penalty of perjury pursuant to 28 U. S.C. § 1746 that the foregoing is true and correct.

Executed this 31<sup>st</sup> day of May, 2018.

  
Deverie J. Christensen  
Las Vegas Office Managing Principal  
Jackson Lewis, P.C.