

Exhibit D

Jones Day Disclosure of Compensation

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X	
	:	
In re	:	Chapter 11
	:	
KABBAGE, INC. d/b/a KSERVICING, <i>et al.</i>,	:	Case No. 22-10951 (CTG)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	X	

DISCLOSURE OF COMPENSATION OF JONES DAY

Pursuant to section 329(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 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**”), I, Andrew E. Lelling, hereby certify as follows:

40. I am a partner with the law firm of Jones Day and am duly authorized to make this Disclosure of Compensation on behalf of Jones Day in connection with the application (the “**Application**”) of the above-captioned debtors and debtors in possession pursuant to section 327(e) of title 11 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, Local Rules 2014-1 and 2016-1, and consistent with the U.S. Trustee Guidelines, requesting entry of an order (i) authorizing the Debtors to employ and retain Jones Day as special counsel to the Debtors

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable are: Kabbage, Inc. d/b/a KServicing (3937); Kabbage Canada Holdings, LLC (N/A); Kabbage Asset Securitization LLC (N/A); Kabbage Asset Funding 2017-A LLC (4803); Kabbage Asset Funding 2019-A LLC (8973); and Kabbage Diameter, LLC (N/A). Kabbage is a trademark of American Express used under license; Kabbage, Inc. d/b/a KServicing is not affiliated with American Express. The Debtors’ mailing and service address is 925B Peachtree Street NE, Suite 383, Atlanta, GA 30309.

effective as of the Petition Date and (ii) granting certain related relief.² The facts set forth in this Disclosure of Compensation are personally known to me and, if called as a witness, I could and would competently testify thereto.

41. An accounting of prepetition payments made to Jones Day by the Debtors in the one-year period preceding the Petition Date is attached hereto as **Schedule 1**.

42. In addition, prior to the Petition Date, the Debtors provided Jones Day with the following advance payments for professional services and expenses to be provided to the Debtors (together, the “**Fee Advance**”): (a) a payment of \$100,000.00 on September 29, 2022; and (b) a payment of \$75,000.00 on October 3, 2022.

43. Subsequent thereto, Jones Day applied the Fee Advance to outstanding estimated fees and expenses for the period through the Petition Date (the “**Estimated Amount**”). After application of the Estimated Amount, the Fee Advance balance was \$108,907.06.

44. Jones Day expects to: (a) complete its reconciliation of prepetition fees and expenses actually incurred for the period prior to the Petition Date no later than the filing of its first interim fee application in these Chapter 11 Cases; (b) make a corresponding adjustment to the amount of the Fee Advance on or about that date; and (c) disclose such adjustment in its first interim fee application. If Jones Day’s unbilled actual fees and expenses for the period prior to the Petition Date are less than the Estimated Amount, the balance will be added to the Fee Advance. Jones Day requests that it be permitted to hold any amounts comprising the Fee Advance (following the reconciliation described above) as an evergreen retainer to be held by Jones Day as security throughout the Debtors’ Chapter 11 Cases until Jones Day’s fees and expenses are awarded and payable to Jones Day on a final basis. Jones Day will not apply any portion of the

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

Fee Advance to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court.

45. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor Jones Day, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with these Chapter 11 Cases, other than as permitted by the Bankruptcy Code. Jones Day has not agreed to share compensation received in connection with these cases with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of the sharing of compensation among Jones Day's partners.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing
is true and correct to the best of my knowledge and belief.

Dated: October 14, 2022
Atlanta, Georgia

/s/ Andrew E. Lelling
Andrew E. Lelling (MA 631859)
JONES DAY
100 High Street
21st Floor
Boston, Massachusetts 02110-1781
Telephone: (617) 960-3939
Facsimile: (617) 449-6999

Schedule 1

Accounting Summary of Payments

<u>PAYMENTS RECEIVED FOR SERVICES PROVIDED TO THE DEBTOR</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED
May 24, 2022	\$259,800.00	Payment of Invoices	\$259,800.00
July 25, 2022	\$418,334.80	Payment of Invoices	\$418,334.80
September 19, 2022	\$764,654.17	Payment of Invoices	\$764,654.17
September 29, 2022	\$330,553.94	Payment of Invoices	\$330,553.94
October 3, 2022	\$354,092.50	Payment of Invoices	\$354,092.50
<u>FEE ADVANCE PAYMENTS RECEIVED FROM THE DEBTOR</u>			
DATE	INVOICE AMOUNT	TRANSACTION	PAYMENTS RECEIVED
September 29, 2022	\$100,000.00	Fee Advance	\$100,000.00
October 3, 2022	\$75,000.00	Fee Advance	\$75,000.00
TOTAL FEE ADVANCE PAYMENTS RECEIVED FROM THE DEBTOR:			\$175,000.00
<u>ESTIMATED FEE ADVANCE BALANCE</u>			
BALANCE OF THE FEE ADVANCE AS OF THE PETITION DATE:			\$108,907.06