

Exhibit H

Certification Regarding Interim Fee Application

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re KABBAGE, INC. d/b/a KSERVICING, <i>et al.</i>, Debtors.¹	X : : : : : : : X	Chapter 11 Case No. 22-10951 (CTG) (Jointly Administered)
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**CERTIFICATION REGARDING
SECOND INTERIM FEE APPLICATION REQUEST OF
RICHARDS, LAYTON & FINGER, P.A., AS CO-COUNSEL TO THE DEBTORS**

1. I am an attorney admitted to practice in the State of Delaware and before this Court, and a director with the law firm of Richards, Layton & Finger, P.A. (“**RL&F**”). RL&F is a Delaware law firm with an office at One Rodney Square, 920 North King Street, Wilmington, Delaware 19801.

2. I make this certification regarding the *Second Interim Fee Application Request of Richards, Layton & Finger, P.A.* (the “**Interim Fee Application**”) to certify to certain matters addressed in the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, dated October 21, 2022 [Docket No. 136] (the “**Interim Compensation Order**”).²

3. Specifically, I have reviewed the Interim Fee Application, including each Monthly

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.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Interim Compensation Order.

Fee Application relating to the Interim Fee Period covered by the Interim Fee Application, and I hereby certify that such applications comply with the Interim Compensation Order and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. In addition, I hereby certify that, in accordance with the Interim Compensation Order, and in connection with preparing the Interim Fee Application, RL&F has made a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "**U.S. Trustee Guidelines**"). To that end, RL&F specifically responds to certain questions identified in the U.S. Trustee Guidelines as follows:

Question 1: Did RL&F agree to any variations from, or alternatives to, RL&F's standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period? If so, please explain.

Answer: No.

Question 2: If the fees sought in the Interim Fee Application as compared to the fees budgeted for the time period covered by the Application are higher by 10% or more, did RL&F discuss the reasons for the variation with the client?

Answer: N/A.

Question 3: Have any of the professionals included in the Interim Fee Application varied their hourly rate based on geographic location of the bankruptcy case?

Answer: No.

Question 4: Does the Interim Fee Application include time or fees related to reviewing or revising time records or preparing, reviewing or revising invoices?

Answer: All time included in project category R-1 during the Interim Fee Period by RL&F professionals was on account of reviewing and revising RL&F's Monthly Fee

Applications for such period, which may include reviewing and revising the relevant time detail attached to each such application.

Question 5: Does the Interim Fee Application include time for fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify hours and fees.

Answer: No.

Question 6: Did the Interim Fee Application include any rate increases since retention in these cases:

Answer: Yes. On January 1, 2023, RL&F, as part of its customary practice, increased the hourly billing rates of its professionals due to a periodic increase.

i. Did the client agree when retaining RL&F to accept all future rate increases? If not, did RL&F inform the client that they need not agree to modified rates or terms in order to have you continue the representation, consistent with ABA Formal Ethics Opinion 11-458?

Answer: The client was notified at the outset of the engagement that RL&F's hourly rates are reviewed and revised from time to time.

/s/ Amanda R. Steele
Amanda R. Steele (No. 5530)