Exhibit A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

CERTIFICATION REGARDING COMBINED THIRD INTERIM AND FINAL FEE APPLICATION OF RICHARDS, LAYTON & FINGER, P.A. FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES AS CO-COUNSEL TO THE DEBTORS FOR (I) THE INTERIM PERIOD FROM APRIL 1, 2023 THROUGH JUNE 30, 2023 AND (II) THE FINAL PERIOD FROM OCTOBER 3, 2022 THROUGH JUNE 20, 2023

1. I am an attorney admitted to practice in the State of Delaware and before this Court, and am a Director of 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 *Combined Third Interim and Final Fee Application of Richards, Layton & Finger, P.A. for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses as Co-Counsel to the Debtors for (I) the Interim Period from April 1, 2023 through June 20, 2023 and (II) the Final Period from October 3, 2022 through June 20, 2023* (the "**Application**") to certify to certain matters addressed in the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of*

[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.

Professionals, entered October 21, 2022 [D.I. 136] (the "**Interim Compensation Order**").[2]

3. Specifically, I have reviewed the Application, including each monthly fee application relating to the Interim Fee Period covered by the 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 Application with respect to the Interim Fee Period as compared to the fees budgeted for the Interim Fee 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 Application varied their hourly rate based on geographic location of the bankruptcy case?
>
> Answer: No.

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

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

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. This rate increase was first reflected in the Monthly Fee Applications for the prior Interim Fee Period.

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/ Zachary I. Shapiro
Zachary I. Shapiro (No. 5103)