

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23- 10024(____)

**DEBTOR'S APPLICATION FOR
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Tricida, Inc., as the debtor in possession in the above-captioned chapter 11 case (the "Debtor") hereby submits this application (the "Application"), under section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Retention Order"), appointing Kurtzman Carson Consultants LLC ("KCC") as claims and noticing agent ("Claims and Noticing Agent") in this chapter 11 case (the "Chapter 11 Case") effective as of the Petition Date (as defined below). In support of this Application, the Debtor submits the *Declaration of Lawrence Perkins in Support of the Debtor's Chapter 11 Petition and First Day Pleadings* (the "First Day Declaration") filed contemporaneously herewith and incorporated herein by reference² and the Declaration of Robert Jordan (the "Jordan Declaration"), attached hereto as **Exhibit B**. In further support of this Application, the Debtor respectfully states as follows:

¹ The Debtor in this Chapter 11 Case, together with the last four digits of the Debtor's federal tax identification number, is Tricida, Inc. (2526). The Debtor's service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.



STATUS OF THE CASE AND JURISDICTION

1. On the date hereof (the “Petition Date”), the Debtor filed a voluntary petition for relief under sections 101–1532 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtor continues to operate its business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in this case, and no statutory committee has been appointed.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtor confirms its consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order or judgment by the Court in connection with this Application if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory and other bases for the relief requested in this Application are 28 U.S.C. § 156(c), section 105(a) of Bankruptcy Code and Local Rules 2002-1(f) and 9013-1(m), and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (the “Claims Agent Protocol”).

BACKGROUND OF THE DEBTOR

5. Founded in 2013, the Debtor is a clinical-stage pharmaceutical company focused on the development and commercialization of veverimer, a drug meant to slow the progression of

CKD through the treatment of chronic metabolic acidosis. Veverimer is a new chemical entity discovered by the Debtor using its own proprietary technology. In addition to veverimer, the Debtor's intellectual property portfolio includes 233 patents in 52 different countries, including compositions-of-matter, dosage unit forms, methods-of-treatment, medical use, and methods of manufacture.

6. Additional information regarding the Debtor's business, capital structure and the circumstances preceding the Petition Date may be found in the First Day Declaration.

RELIEF REQUESTED

7. The Debtor requests entry of an order, effective as of the Petition Date, appointing KCC as the Claims and Noticing Agent for the Debtor, with KCC assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Case.

8. By separate application, the Debtor intends to seek authorization to retain and employ KCC as administrative agent in the Chapter 11 Case under section 327(a) of the Bankruptcy Code, as the administration of the Chapter 11 Case will require KCC to perform duties outside the scope of 28 U.S.C. § 156(c).

BASIS FOR RELIEF

9. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of bankruptcy courts, and authorizes the Court to use "facilities" or "services" other than the Office of the Clerk of the Bankruptcy Court (the "Clerk") for administration of bankruptcy cases, provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the

estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

10. Additionally, Local Rule 2002-1(f) requires that a debtor “file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter” if the case, like this Chapter 11 Case, involves “more than 200 creditors or parties in interest listed on the creditor matrix.” The Debtor has listed more than 200 creditors or parties in interest on the creditor matrix filed contemporaneously herewith. In view of the number of anticipated claimants, the Debtor submits that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of the Debtor’s estate and its creditors.

11. The Court also has promulgated the Claims Agent Protocol “[t]o ensure the use of a competitive process in the selection of claims and noticing agents in instances where the Court has authorized such use under 28 U.S.C. § 156(c).” In compliance with the Claims Agent Protocol, the Debtor obtained and reviewed engagement proposals from three notice and claims agents, including KCC, to ensure a competitive process. Moreover, the Debtor submits, based on all engagement proposals obtained and reviewed, that KCC’s rates are competitive and reasonable, given KCC’s quality of services and expertise. The terms of KCC’s retention are set forth in the KCC Agreement for Services attached hereto as **Exhibit C** (the “Engagement Agreement”); *however*, the Debtor is seeking approval solely of the terms and provisions as set forth in this Application and the proposed Retention Order attached hereto.

KCC’S QUALIFICATIONS

12. KCC is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. KCC’s professionals have experience in noticing, claims administration, solicitation,

balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. KCC's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. KCC has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Examples of KCC's active and former cases include: *In re Carestream Health, Inc.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 23, 2022); *In re First Guar. Mortg. Corp.*, Case No. 22-10584 (CTG) (Bankr. D. Del. Jun. 30, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. Jun. 1, 2022); *In re Sequential Brands Grp., Inc.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Aug. 31, 2021); *In re Alex and Ani, LLC*, Case No. 21-10746 (CTG) (Bankr. D. Del. Jun. 9, 2021); *In re TECT Aerospace Grp. Holdings, Inc.*, Case No. 21-10670 (KBO) (Bankr. D. Del. Apr. 5, 2021); *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, Case No. 21-10637 (JTD) (Bankr. D. Del. Mar. 29, 2021); *In re Medley LLC*, Case No. 21-10525 (KBO) (Bankr. D. Del. Mar. 7, 2021); *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW) (Bank. D. Del. Aug. 18, 2020); *In re HRI Holding Corp.*, Case No. 19-12415 (MFW) (Bankr. D. Del. Nov. 15, 2019); *In re Extraction Oil and Gas, Inc.*, Case No. 20-11548 (CSS) (Bankr. D. Del. June 16, 2020); *In re Skillsoft Corp.*, Case No. 20-11532 (MFW) (Bankr. D. Del. June 16, 2020); *In re Templar Energy LLC*, Case No. 20-11441 (BLS) (Bankr. D. Del. June 2, 2020); *In re Akorn, Inc.*, Case No. 20-11177(KBO) (Bankr. D. Del. May 22, 2020); *In re TZEW Holdco LLC*, Case No. 20- 10910 (CSS) (Bankr. D. Del. Apr. 14, 2020); *In re Valeritas Holdings, Inc.*, Case No. 20-10290 (LSS) (Bankr. D. Del. Feb. 12, 2020).³

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these cited orders are available upon request to the Debtor's proposed counsel.

13. By appointing KCC as the Claims and Noticing Agent in this Chapter 11 Case, the distribution of notices and the processing of claims will be expedited, and the Clerk will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

SERVICES TO BE PROVIDED

14. This Application pertains only to the work to be performed by KCC under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by KCC outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, KCC will perform the following services (collectively, the "Services"), as the Claims and Noticing Agent, as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor or the Court, including (i) notice of the commencement of the Chapter 11 Case and, if required, the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtor's plan or plans, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor or the Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;
- (b) maintain an official copy of the Debtor's schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and update and make such lists available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify potential creditors of the existence, amount, and classification of their respective claims as set forth in any Schedules, which may be effected by inclusion of such information (or the lack thereof, if the

Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
- (g) receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) provide an electronic interface for filing proofs of claim;
- (i) maintain the official claims register for the Debtor (the “Claims Register”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); and (vii) any disposition of the claim;
- (j) provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) implement reasonable security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of KCC not less than weekly;
- (n) upon completion of the docketing process for all claims received for each case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- (o) monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations and/or

- changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding this Chapter 11 Case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
 - (q) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the Services rendered pursuant to the Engagement Agreement;
 - (r) if this Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk within three (3) days of notice to KCC of entry of the order converting the case;
 - (s) thirty (30) days prior to the close of this Chapter 11 Case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing KCC as claims and noticing agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this Chapter 11 Case;
 - (t) within seven (7) days of notice to KCC of entry of an order closing this Chapter 11 Case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the case; and
 - (u) at the close of the Chapter 11 Case, (i) box and transport all original documents, in proper format, as provided by the Clerk, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154-1096 or (B) any other location requested by the Clerk and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived.

PROFESSIONAL COMPENSATION

15. The Debtor respectfully requests that the undisputed fees and expenses incurred by KCC in the performance of the above Services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. KCC agrees to maintain records of all Services showing dates, categories of Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), counsel for

the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

16. Prior to the Petition Date, the Debtor provided KCC an advance in the amount of \$35,000. KCC seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during this Chapter 11 Case as security for the payment of fees and expenses incurred under the Engagement Agreement.

17. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless KCC and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from KCC's bad faith, gross negligence, or willful misconduct or as otherwise provided in the Engagement Agreement or Retention Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in this Chapter 11 Case.

DISINTERESTEDNESS

18. Although the Debtor does not propose to employ KCC under section 327 of the Bankruptcy Code pursuant to this Application (and such retention will be sought by separate application), KCC has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Jordan Declaration,

KCC has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

19. In connection with its retention as Claims and Noticing Agent, KCC represents in the Jordan Declaration, among other things, that:

- (a) KCC is not a creditor of the Debtor;
- (b) KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this Chapter 11 Case;
- (c) by accepting employment in this Chapter 11 Case, KCC waives any rights to receive compensation from the United States government in connection with this Chapter 11 Case;
- (d) in its capacity as the Claims and Noticing Agent in this Chapter 11 Case, KCC will not be an agent of the United States and will not act on behalf of the United States;
- (e) KCC will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this Chapter 11 Case;
- (f) KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) in its capacity as Claims and Noticing Agent in this Chapter 11 Case, KCC will not intentionally misrepresent any fact to any person;
- (h) KCC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) KCC will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by KCC as Claims and Noticing Agent in this Chapter 11 Case shall be at the expense of the Clerk.

20. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

21. This Application complies with the Claims Agent Protocol and substantially conforms to the standard application pursuant to 28 U.S.C. § 156(c) regularly filed with and granted by the Court. If there is any inconsistency among this Application, the Retention Order, and the Engagement Agreement, then the terms and conditions of the Retention Order shall govern in all respects.

NOTICE

22. Notice of this Application has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) counsel to the ad hoc group of holders of the 3.50% Convertible Senior Notes Due 2027; (d) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP counsel to (1) U.S. Bank, the indenture trustee to the 3.50% Convertible Senior Notes Due 2027 and (2) certain holders of 3.50% Convertible Senior Notes Due 2027; (e) the United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the United States Food and Drug Administration; (i) the Critical Vendor; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtor respectfully requests entry of the Retention Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: January 11, 2023
Wilmington, Delaware

/s/ Sean M. Beach

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

Sean M. Beach (No. 4070)
Allison S. Mielke (No. 5934)
Andrew A. Mark (No. 6861)
Carol Cox (No. 6936)

Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Emails: sbeach@ycst.com
amielke@ycst.com
amark@ycst.com
ccox@ycst.com

SIDLEY AUSTIN LLP

Samuel A. Newman (*pro hac vice* pending)
Julia Philips Roth (*pro hac vice* pending)
555 West Fifth Street
Los Angeles, California 90013
Telephone: (213) 896-6000
Facsimile: (213) 896-6600
Email: sam.newman@sidley.com

Charles M. Persons (*pro hac vice* pending)
Jeri Leigh Miller (*pro hac vice* pending)
Chelsea McManus (*pro hac vice* pending)
2021 McKinney Avenue, Suite 2000
Dallas, Texas 75201
Telephone: (214) 981-3300
Facsimile: (213) 981-3400
Email: cpersons@sidley.com
jeri.miller@sidley.com
cmcmanus@sidley.com

Michael Sabino (*pro hac vice* pending)
787 7th Avenue
New York, New York 10019
Telephone: (212) 839-5300
Facsimile: (212) 839-5599
Email: msabino@sidley.com
Telephone: (212) 839-5300

Exhibit A

Proposed Order

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (___)

Re: Docket No. ___

**ORDER AUTHORIZING THE RETENTION AND APPOINTMENT OF
KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT**

Upon consideration of the application (the “Application”)² of Tricida, Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), for entry of an order (this “Order”) appointing Kurtzman Carson Consultants LLC (“KCC”) as claims and noticing agent (the “Claims and Noticing Agent”), pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f) to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Case, and (c) provide such other administrative services, all as more fully set forth in the Application; and upon consideration of the First Day Declaration and the Jordan Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and

¹ The Debtor in this Chapter 11 Case, together with the last four digits of the Debtor’s federal tax identification number, is Tricida, Inc. (2526). The Debtor’s service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.

1409; and appropriate notice of and opportunity for hearing on the Application having been given; and the relief requested in the Application being in the best interests of the Debtor's estate, its creditors, and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtor is authorized to retain and appoint KCC as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement as set forth in this Order, and KCC is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this Chapter 11 Case, and other related tasks as described in the Application.

3. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this Chapter 11 Case and is authorized and directed to maintain an official claims register for the Debtor and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. KCC is authorized and directed to provide an electronic interface for filing of proofs of claim and to obtain a post office box or address for the receipt of proofs of claim. KCC shall provide public access to the claims register, including complete proofs of claim with attachments, if any, without charge.

5. KCC is authorized to take such other action to comply with all duties and Services set forth in the Application.

6. The Debtor is authorized to compensate KCC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the Services provided by KCC and the rates charged for each, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its Services and reimbursement of its expenses.

7. Notwithstanding the Application or Engagement Agreement, to the extent the Debtor wishes to expand the scope of KCC's services beyond those Services set forth in the Application and Engagement Agreement, the Debtor shall be required to seek further approval from this Court.

8. KCC shall maintain records of all Services showing dates, categories of Services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtor, the Office of the U.S. Trustee, counsel for the Debtor, counsel for any official committee appointed in this Chapter 11 Case, and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Without further order of the Court, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtor's estate.

11. KCC may apply its advance to all prepetition invoices, which advance shall be replenished to the original advance amount, and thereafter, KCC may hold its advance under the

Engagement Agreement during this Chapter 11 Case as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtor shall indemnify KCC under the terms of the Engagement Agreement, as modified pursuant to this Order.

13. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from KCC's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtor alleges the breach of KCC's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing this Chapter 11 Case, KCC believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order),

including the advance of defense costs, KCC must file an application therefor in this Court, and the Debtor may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. If KCC seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for any attorneys' fees and expenses shall be included in KCC's own applications, both interim and final, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

16. In the event KCC is unable to provide the Services set out in this Order, KCC will immediately notify the Clerk and the Debtor's attorney and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

17. After entry of an order terminating KCC's services, upon the closing of this case, or for any other reason, KCC shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and transmitting to the Clerk all claims in an electronic format, if applicable and shall be compensated by the Debtor in connection therewith.

18. KCC shall not cease providing claims processing services during the Chapter 11 Case for any reason, including nonpayment, without an order of the Court.

19. In the event the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code and if claims agent representation would be necessary in the converted chapter

7 case, KCC shall continue to be paid in accordance with 28 U.S.C. § 156(c) under the terms set forth herein.

20. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by KCC but is not specifically authorized by this Order.

21. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. Nothing in this Order constitutes (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtor's rights to subsequently dispute such claim.

24. Notice of the Application shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are waived by such notice.

25. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

26. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

27. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Exhibit B

Jordan Declaration

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

In re:

TRICIDA, INC.,¹

Debtor.

Chapter 11

Case No. 23-10024 (___)

**DECLARATION OF ROBERT JORDAN
IN SUPPORT OF DEBTOR'S APPLICATION FOR
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Robert Jordan, under penalty of perjury, declare as follows:

1. I am a Senior Managing Director of Kurtzman Carson Consultants LLC ("KCC"), a chapter 11 administrative services firm with offices at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California, 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (this "Declaration") is made in support of the *Debtor's Application for Appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as of the Petition Date* (the "Application") filed contemporaneously herewith in the chapter 11 case (the "Chapter 11 Case") of the above-caption debtor and debtor in possession (the "Debtor").²

3. KCC is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. KCC's professionals have experience in noticing, claims administration, solicitation,

¹ The Debtor in this Chapter 11 Case, together with the last four digits of the Debtor's federal tax identification number, is Tricida, Inc. (2526). The Debtor's service address is 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. KCC has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest.

4. KCC's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Examples of KCC's active and former cases include: *In re Carestream Health, Inc.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 23, 2022); *In re First Guar. Mortg. Corp.*, Case No. 22-10584 (CTG) (Bankr. D. Del. Jun. 30, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. Jun. 1, 2022); *In re Sequential Brands Grp., Inc.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Aug. 31, 2021); *In re Alex and Ani, LLC*, Case No. 21-10746 (CTG) (Bankr. D. Del. Jun. 9, 2021); *In re TECT Aerospace Grp. Holdings, Inc.*, Case No. 21-10670 (KBO) (Bankr. D. Del. Apr. 5, 2021); *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, Case No. 21-10637 (JTD) (Bankr. D. Del. Mar. 29, 2021); *In re Medley LLC*, Case No. 21-10525 (KBO) (Bankr. D. Del. Mar. 7, 2021); *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW) (Bank. D. Del. Aug. 18, 2020); *In re HRI Holding Corp.*, Case No. 19-12415 (MFW) (Bankr. D. Del. Nov. 15, 2019); *In re Extraction Oil and Gas, Inc.*, Case No. 20-11548 (CSS) (Bankr. D. Del. June 16, 2020); *In re Skillsoft Corp.*, Case No. 20-11532 (MFW) (Bankr. D. Del. June 16, 2020); *In re Templar Energy LLC*, Case No. 20-11441 (BLS) (Bankr. D. Del. June 2, 2020); *In re Akorn, Inc.*, Case No. 20-11177(KBO) (Bankr. D. Del. May 22, 2020); *In re TZEW Holdco LLC*, Case No. 20- 10910 (CSS) (Bankr. D.

Del. Apr. 14, 2020); *In re Valeritas Holdings, Inc.*, Case No. 20-10290 (LSS) (Bankr. D. Del. Feb. 12, 2020).³

5. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), KCC will perform, at the request of the Clerk or the Debtor, the noticing and claims-related services and any related administrative, technical, and support services as specified in the Application and the Engagement Agreement.

6. KCC represents, among other things, the following:

- (a) KCC is not a creditor of the Debtor;
- (b) KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this Chapter 11 Case;
- (c) by accepting employment in this Chapter 11 Case, KCC waives any rights to receive compensation from the United States government in connection with this Chapter 11 Case;
- (d) in its capacity as the Claims and Noticing Agent in this Chapter 11 Case, KCC will not be an agent of the United States and will not act on behalf of the United States;
- (e) KCC will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this Chapter 11 Case;
- (f) KCC is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) in its capacity as Claims and Noticing Agent in this Chapter 11 Case, KCC will not intentionally misrepresent any fact to any person;
- (h) KCC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) KCC will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Debtor’s proposed counsel.

- (j) none of the services provided by KCC as Claims and Noticing Agent in this Chapter 11 Case shall be at the expense of the Clerk.

7. Although not required for KCC's retention as Claims and Noticing Agent, I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "Potential Parties in Interest") in this Chapter 11 Case. A list of Potential Parties in Interest, attached hereto as **Exhibit 1**, was provided by the Debtor and included, among other parties, the Debtor, current and former directors and officers of the Debtor, secured creditors, lenders, the Debtor's twenty (20) largest unsecured creditors, the U.S. Trustee and persons employed in the office of the U.S. Trustee, and other parties. The results of the conflict check were compiled and reviewed by KCC professionals under my supervision. At this time, and as set forth in further detail herein, KCC is not aware of any connection that would present a disqualifying conflict of interest. Should KCC discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental declaration.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither KCC, nor any of its professionals, has any materially adverse connection to the Debtor, tis creditors or other relevant parties. KCC may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent, balloting agent, and/or administrative advisor for another chapter 11 debtor. However, given KCC's neutral position as claims and noticing agent or administrative advisor in any other cases, KCC does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship is completely unrelated to this Chapter 11 Case.

9. KCC has and will continue to represent clients in matters unrelated to this Chapter 11 Case. In addition, in matters unrelated to this Chapter 11 Case, KCC and its personnel may have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in this Chapter 11 Case. KCC may also provide professional services to entities or persons that may be creditors or parties in interest in this Chapter 11 Case, which services do not directly relate to, or have any direct connection with, this Chapter 11 Case or the Debtor.

10. KCC and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms, and financial advisors. Such firms engaged by KCC or its personnel may appear in this Chapter 11 Case representing the Debtor or other parties in interest. All engagements where such firms represent KCC or its personnel in their individual capacities are unrelated to this Chapter 11 Case.

11. KCC is an indirect subsidiary of Computershare Limited (“Computershare”). Computershare is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare and its affiliates maintain do not create an interest of KCC that is materially adverse to the Debtor’s estate or any class of creditors or security holders. Computershare is the transfer agent for the Debtor.

12. KCC has no contract or relationship with XClaim Inc. or with any other party under which KCC provides or will provide exclusive access to claims data and/or under which KCC will be compensated for claims data that is made available by KCC.

13. Based on the foregoing, to the best of my knowledge, KCC and each of its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy

Code, and neither KCC nor any of its employees hold or represent an interest adverse to the Debtor's estate related to any matter for which KCC will be employed.

14. In performing the Services, KCC will charge the rates in accordance with its Engagement Agreement. These rates are at least as favorable as the prices KCC charges in other cases in which the firm has been retained to perform similar services.

15. In addition, the indemnification provisions set forth in the Engagement Agreement reflect standard and customary terms of engagement contained in KCC's engagement letters both in and outside of bankruptcy. Based on my experience, these indemnification provisions are similar to provisions in the engagement letters of other similarly situated companies in engagements both in and outside of bankruptcy.

16. Prior to the Petition Date, the Debtor paid KCC a retainer in the amount of \$35,000. Through the Application, KCC seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, to hold such retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

17. If appointed as the Claims and Noticing Agent, KCC will not, without prior order from the Court authorizing KCC to do so, (a) cease providing services during the Chapter 11 Cases for any reason, including nonpayment, or (b) undertake any legal representation of the Debtor, nor provide any advice of a legal nature, outside the scope of the duties outlined in the Application.

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 information, knowledge, and belief.

Dated: January 11, 2023
New York, New York

/s/ Robert Jordan

Robert Jordan
Senior Managing Director, Kurtzman Carson
Consultants LLC

*Proposed Claims and Noticing Agent of the Debtor and
Debtor in Possession*

Exhibit 1

Potential Parties in Interest

Schedule 1(a): Debtor (Including Trade Names and Aliases)

Tricida, Inc.

Schedule 1(b): Current & Former Officers, Directors, and Senior Management

Alpern, Robert
Coufal, Sandra, MD
Falberg, Kathryn
FitzGerald, Tom
Klaerner, Gerritt
McKague, Robert
Parsell, Dawn
Parker, Geoffrey
Veitinger, Klaus

Schedule 1(c): Contract Counterparties

AAA Business Supplies & Interiors
Accenture LLP
ACTenviro Hazardous Waste Disposal Company
AdeptSource LLC
Adkins Black LLP
ADP, LLC
Agilent Technologies, Inc.
Airgas Inc.
AlphaSense Inc.
American Kidney Fund, Inc.
American Medical Compliance, Inc.
Argot Partners, LLC
AssistRx Inc.
Automox Inc.
Babak Shahbaba
Bay Contract Maintenance, Inc.
Benglow Consulting Inc.
Betty Zlatchin Catering, LLC
BGOV LLC
Blackline Systems, Inc.
Boston Coach
Broadridge ICS
Bryan Cave Leighton Paisner LLP
Business Wire, Inc.
Canteen Refreshment Services

Carpmaels & Ransford LLP
CDW Direct
Charles River Laboratories, Inc.
Cintas Corporation
Citibank N.A.
Clean Earth Environmental Solutions, Inc.
CleanSleeves.com (d/b/a PurpleTie)
Clinigen Clinical Supplies Management Inc.
Clinigen Clinical Supplies Management Inc.
Europe GmbH
Comac Medical
Compensia Inc.
Computershare Inc.
Concur Technologies, Inc.
Contract Source Interiors
Cooley LLP
Copyright Clearance Center, Inc.
Cornerstone Research, Inc.
Corodata Records Management, Inc.
Corporation Trust Company
Datasite LLC
David Bushinsky
Dawn-Marie Anne Dellanini-Sullivan
Deployed Logistics Inc.
DGA
DHL Express- USA
DocuSign, Inc.
Donald Wesson
Donnelley Financial LLC
Dr. Kevin Martin
Nordbrock, Earl
Effectus Group
Employment Security Department
Envoy Global, Inc.
Ernst & Young US LLP
ETRADE Financial Corporate Services, Inc.
Exposition Sales & Design Orlando, Inc.
(d/b/a Rockway Exhibits & Events)
Falk GmbH & Co KG WPG StBg
FDAID LLC
FedEx, Corp.
FGK Representative Service B.V.
Fisher Scientific Company LLC
Karlsruhe, Fiz
GBT US LLC
George Clinical Pty Ltd

GI ETS Shoreline LLC	Meeks Sheppard Leo & Pillsbury
Goomi LLC	Mercer Investments LLC
GoTo Technologies USA, Inc.	Mettler Toledo, LLC
W.W. Grainger, Inc.	Mettler-Toledo Rainin LLC
Greenleaf Health, Inc.	Michael G Walker
GS1 US, Inc.	Miller Buckfire & Co, LLC
Gunderson Dettmer Stough Villeneuve	Modern Postcard
Franklin & Hachigian, LLP	Morris, Nichols, Arsht & Tunnell LLP
Guru This, LLC	Morrison & Foerster LLP
HealthCheck360	Moss Adams LLP
Hercules Capital, Inc.	MRC Smart Technology Solutions
Hughes Hubbard & Reed LLP	Nasdaq Corporate Solutions, LLC
Hurricane Electric Internet Services	National Kidney Foundation
Hyman Phelps & McNamara P.C.	Navdeep Tangri
Iland Internet Solutions	Neonstone Limited
Inclin, Inc.	Mejia, Nestor B.
Insite Quality Assurance, Inc.	Netsuite (d/b/a ORACLE Netsuite)
Intertek Group, plc	Niracle LLC
Intrado Digital Media, LLC	NortonLifeLock Inc.
i-Red Infrarot Systeme GmbH	Oriox Customs Broker Inc.
Jeffrey Bates	Pacific Bioanalytics Inc.
Jerry M. Buysse, Ph.D.	Patheon Austria GmbH & Co KG
J-Kem Scientific, Inc.	Patricia Warfel
Keesal Propulsion Labs, LLC	Paycor, Inc.
Kierstead, Paul	PCI Pharma Services
Knotts & Associates	PDQ.com
Kuehne + Nagel Inc.	Pension Assurance LLP
L.E.K. Consulting LLC	Peraton Inc.
Labcorp Endpoint Clinical Inc.	Performance Culture, Inc.
Lancer Corp.	Pharmaceutical Research Associates Inc.
Lee Hecht Harrison LLC	(d/b/a ICON plc)
Life Science Logistics LLC	Pharmaron UK Limited
Linkedin Corporation	PharmaStat LLC
LinkSquares, Inc.	Planet Pharma LLC
Livingston International Inc.	PPD Development LP
maat Rechtsanwalte Spath und Partner	Precision for Medicine Group. LLC
PartGmbB	Precision Research Inc.
Markit North America, Inc.	PSC Biotech Corporation
Mary Bordeaux	Quality and Compliance Consulting Inc.
Mathur Consulting, LLC	Quench USA, Inc.
McKenney Consulting LLC	Regulatory Interlinx Inc.
McKesson Medical Surgical	Regulatory Professionals LLC
Mediant Communications, Inc.	Regulogix Consulting, LLC
Medpace Bioanalytical Laboratories	RELX Inc.
Medpace Reference Laboratories	Resource Global Professionals
Medpace Research Inc.	RSM US LLP

RTI Health Solutions
 Salesforce.com Inc.
 SAS Institute Inc.
 Say Technologies LLC
 SFS Chemical Safety Inc.
 Stericylce Inc. (d/b/a Shred-it)
 Sigma-Aldrich
 Smartsheet Inc.
 Snap Line Studio, LLC
 Sourceone Building Maintenance, Inc.
 Spectral Data Services Inc.
 Spencer Stuart
 Spherix Global Insights US, Inc.
 Sprout Social Inc.
 Meluskey, Stacy A.
 Sterling Infosystems, Inc.
 Stout Risius Ross, LLC
 Strategic Health Resources LLC
 Strong Tower Solutions, Inc.
 TCG Builders, Inc. (d/b/a The Core Group)
 TD Communications, Inc.
 Technical Safety Services, LLC
 The Ascent Services Group, Inc.
 The Office City
 The Rising Workplace
 The Vanguard Group, Inc.
 Thermo Electron North America LLC
 Thermo Labsystems, Inc.
 Tonous N. Silfani
 TPx Communications
 Two Labs, LLC
 ULINE, Inc.
 Uppsala Monitoring Center
 Van Den Boom & Associates
 Velocity Global, LLC
 Voisin Consulting SARL (VCLS)
 Ward PLLC
 Weir Catering and Events
 Wellness Concepts, Inc.
 Workbox, Inc.
 Workiva, Inc.
 World Courier Inc.
 World Customs Brokerage, Inc.
 Worldwide Clinical Trials Ltd
 Zoom Video Communications Inc.

Schedule 1(d): Debtor’s Professionals

Kurtzman Carlson Consultants LLC
 Miller, Buckfire & Co, LLC
 Sidley Austin LLP
 SierraConstellation Partners LLC
 Stifel, Nicolaus & Company, Inc.
 Young Conaway Stargatt & Taylor LLP

Schedule 1(e): Governmental Units

City of South San Francisco
 County of San Mateo, Environmental
 Health
 County of San Mateo, Tax Collector
 Department of Labor & Industries
 Department of Workforce Development
 Financial Accounting Standards Board
 (FASB)
 Public Company Accounting Oversight
 Board (PCAOB)
 State of Alabama, Department of
 Revenue
 State of California, California Dept. of
 Tax and Fee Administration
 State of California, Department of Toxic
 Substances Control
 State of California, Franchise Tax Board
 State of Delaware Employment Training
 Fund (DETF)
 State of Delaware, Secretary of State
 State of Indiana, Department of Revenue
 State of Kentucky, Department of
 Revenue
 State of Oklahoma Secretary of State
 State of Oklahoma, Tax Commission
 State of Oregon, Department of Revenue
 State of Tennessee, Department of
 Revenue
 State of Tennessee, Secretary of State
 State of Vermont, Department of Taxes
 State of Wisconsin, Department of
 Revenue
 U.S. Securities and Exchange
 Commission

**Schedule 1(f): Insurance Carriers, Surety
Bond Issuers and Beneficiaries**

ABD Insurance & Financial Services
Chubb/ ACE American Insurance
Company
Aon Consulting Inc.
Atlantic Specialty Insurance Company
BASIC Pacific
Berkley Insurance Company
Berkley Life Sciences Corporation
CHLIC-CHICAGO
Chubb/ Federal Insurance Company
Cigna Healthcare
CNA Financial Corporation
Continental Casualty Company
Corvus Insurance Holdings Inc.
Evanston Insure Co.
Falvey Insurance Group
Federal Ins Co
Focus 10 Life, Inc.
Gemini Insurance Company
Health Enhancement Systems, Inc.
Hudson Excess
Hudson Insurance Group
Hudson Insurance Company
Intact Insurance Company
Lloyd's of London
Markel Corporation
Medmarc Insurance Group
Noetic Specialty Insurance Company
Old Republic Insurance Company
Lincoln National Life Insurance
Company
Travelers Casualty and Surety
Travelers Property Casualty of America
XL Specialty Insurance Company

Schedule 1(g): Landlords

GI ETS Shoreline LLC

**Schedule 1(h): Lenders, Banks,
Noteholders, Administrative
Agents, Indenture Trustees and
Other Lien Parties**

Capital Advisors Group
Silicon Valley Bank
U.S. Bank National Association

Schedule 1(i): Litigation Parties

Bates, Randy
Goodman, Alec
Medpace Reference Laboratories
Medpace Research Inc.
Pardi, Michael
Ricks, Gary
Verica, Emily

Schedule 1(j): Noteholders

Alta Fundamental Advisers LLC
Amundi Asset Management US, Inc.
Capstone
Community Fund
Context Capital
DeepCurrents Investment Group, LLC
Funicular Funds, LP
Millais Limited
Opti Capital Management LP
Riva Ridge Master Fund, Ltd.
Walleye Manager Opportunities LLC
Weiss Asset Management LP
Wolverine Asset Management, LLC

Schedule 1(k): Shareholders (>0.25%)

Baker Bros. Advisors LP
Balyasny Asset Management LP
BlackRock Inc.
Bleichroeder LP
Caption Management LLC
Citadel Advisors LLC
Citadel Securities LLC
Commodore Capital LP
D.E. Shaw & Co. LP

Deep Track Capital LP
Deutsche Asset & Wealth Management
FMR LLC
Geode Capital Management LLC
Parker, Geoffrey M.
Klaerner, Gerrit
Ghost Tree Capital LLC
Goldman Sachs Asset Management LP
Great Point Partners LLC
Jacobs Levy Equity Management Inc
Lion Point Capital LP
Logos Global Management LP
Longitude Capital Management Co.
LLC
Marshall Wace LLP
Morgan Stanley
Nantahala Capital Management LLC
Northern Trust Global Investments
Orbimed Advisors LLC
Point72 Asset Management LP
Polar Asset Management Partners Inc.
Schonfeld Strategic Advisors LLC
State Street Global Advisors Inc.
Stonehill Capital Management LLC
Susquehanna International Group LLP
Teachers Insurance and Annuity
Association-College Retirement
Equities Fund
The Goldman Sachs Group Inc.
Two Sigma Advisers LP
Two Sigma Investments LP
Vanguard Group Inc.
VR Adviser LLC
Walleye Capital LLC

**Schedule 1(l): Top Unsecured
Creditors**

Patheon Austria GmbH & Co KG

Worldwide Clinical Trials Ltd.
Pharmaceutical Research Associates Inc
(d/b/a ICON plc)
Medpace Research Inc.
GI ETS Shoreline LLC
Clinigen Clinical Supplies Management
Inc.

George Clinical Pty Ltd.
Medpace Reference Laboratories
Managed Market Insight & Technology
Clinigen Clinical Supplies Management
Inc. Europe GmbH
PPD Development LP
World Courier Inc.
PharmaStat LLC

Argot Partners, LLC
TCG Builders, Inc. (d/b/a The Core
Group)
Hands On, LLC
Planet Pharma LLC
Meluskey, Stacy A.
Regulogix Consulting, LLC
Labcorp Endpoint Clinical Inc.

**Schedule 1(m): United States Trustee,
Judges and Court Contacts for
the District of Delaware**

Dorsey, John T. (Judge)
Goldblatt, Craig T. (Judge)
Owens, Karen B. (Judge)
Shannon, Brendan L. (Judge)
Silverstein, Laurie Selber (Chief Judge)
Stickles, J. Kate (Judge)
Walrath, Mary F. (Judge)

Office of the United States Trustee:

Buchbinder, David
Casey, Linda
Fox, Timothy J., Jr.
Hackman, Benjamin
Leamy, Jane
McCollum, Hannah M.
McMahon, Joseph
Richenderfer, Linda
Sarkessian, Juliet
Schepacarter, Richard
Vara, Andrew
Villagrana, David

Schedule 1(n): Utility Providers

AT&T, Inc.

WiLine Networks, Inc.

Voice Carrier

Exhibit C

Engagement Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 23rd day of December 2022, between Tricida, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate to be agreed up on in writing prior to the performance of such services.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where expenses incurred are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%), or the highest rate permitted by law, whichever is less, of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within twenty (20) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law, rules, and orders of the Bankruptcy Court, and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's



KCC AGREEMENT FOR SERVICES

chapter 11 estate. As soon as reasonably practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the “Retention Order”). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement, subject to any other applicable Bankruptcy law or rules or orders of the Bankruptcy Court. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$35,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the



KCC AGREEMENT FOR SERVICES

services provided under this Agreement. However, if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may release the required information; *provided* that such party (i) promptly provides written notice to the other party prior to any disclosure and provides the other party sufficient time, if possible, and reasonable assistance to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) limits such disclosure to the extent the such party's counsel in good faith determines such disclosure can be limited.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes material harm to the Company's reorganization or liquidation under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall as soon as reasonably practicable seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems,



KCC AGREEMENT FOR SERVICES

programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to bad faith, gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company under this Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.



KCC AGREEMENT FOR SERVICES

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Tricida, Inc.
7000 Shoreline Court
Suite 201
South San Francisco, CA 94080
Attn: Robert McKague
Tel: (801) 360-7755
E-Mail: bmckague@tricida.com

With a copy to: Sidley Austin LLP
2021 McKinney Avenue, Suite 2000
Dallas, TX 75201
Attn: Charles Persons and Jeri Leigh Miller
E-Mail: cpersons@sidley.com
jeri.miller@sidley.com



KCC AGREEMENT FOR SERVICES

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

DocuSigned by:
Evan Gershbein
60CA900AD1EF471...
BY: Evan Gershbein DATE: 12/23/22
TITLE: EVP, Corporate Restructuring Services

Tricida, Inc.

DocuSigned by:
Robert McKague
FD98CCC8DD124BB...
BY: Robert McKague DATE: 12/23/22
TITLE: EVP, General Counsel, & Chief Compliance Officer