

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): February 20, 2019**

---

**TRICIDA, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation)

**001-38558**  
(Commission File Number)

**46-3372526**  
(I.R.S. Employer Identification No.)

**7000 Shoreline Court**  
**Suite 201**  
**South San Francisco, CA 94080**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (415) 429-7800**

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

**Item 5.02**            **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Tricida, Inc., Annual Incentive Plan*

On February 20, 2019, the Compensation Committee of the Board of Directors (the “Board”) of Tricida, Inc. (the “Company”) approved the Tricida, Inc. Annual Incentive Plan (the “Plan”). A copy of the Plan is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The Plan provides for cash incentive awards to executive officers based on the achievement of performance goals for performance periods commencing on or after January 1, 2019. All executive officers of the Company are eligible to be designated for participation in the Plan. The Compensation Committee administers the Plan and will designate the eligible employees who will participate in the Plan for a specified performance period and the applicable performance goals and payment terms with respect to each performance period.

**Item 8.01**            **Other Events**

The Board has determined that, subject to any adjournments or postponements, the Company’s first annual meeting of stockholders (the “2019 Annual Meeting”) is expected to be held on Friday, May 31, 2019, commencing at 9:00 a.m. Pacific Time. The 2019 Annual Meeting is to be held at the Company’s offices located at 7000 Shoreline Court, Suite 201, South San Francisco, California 94080, and stockholders of record as of April 5, 2019 would be entitled to notice of, and to vote at, the meeting. A proxy statement with information regarding the business and voting procedures for the Annual Meeting will be distributed to stockholders prior to the meeting.

*Deadline for Rule 14a-8 Stockholder Proposals*

Under the Securities and Exchange Commission’s proxy rules, the Company has set the deadline for submission of proposals to be included in the proxy materials for the 2019 Annual Meeting as March 8, 2019. Accordingly, in order for a stockholder proposal to be considered for inclusion in the Company’s proxy materials for the 2019 Annual Meeting, the proposal must be received by the Company’s Secretary at Tricida, Inc., 7000 Shoreline Court, Suite 201, South San Francisco, CA 94080 on or before March 8, 2019, and comply with the procedures and requirements set forth in Rule 14a-8 under the Securities Exchange Act of 1934.

*Advance Notice Deadline for Director Nominations and Other Stockholder Proposals*

In accordance with the Company’s bylaws, for director nominations or stockholder proposals to be brought before the upcoming annual meeting of stockholders, other than Rule 14a-8 proposals described above, written notice must be delivered no later than March 4, 2019 by mailing such proposals to Tricida, Inc., 7000 Shoreline Court, Suite 201, South San Francisco, California 94080, Attn: Corporate Secretary. Such notices must also comply with the requirements of the Company’s bylaws and other applicable law.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 10.1	<a href="#">Tricida, Inc. Annual Incentive Plan.</a>

---

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 21, 2019

**TRICIDA, INC.**

By: /s/ Geoffrey M. Parker

Name: Geoffrey M. Parker

Title: Chief Financial Officer and Senior Vice President

**TRICIDA, INC.****ANNUAL INCENTIVE PLAN****1. Purposes**

The purposes of the Tricida, Inc. Annual Incentive Plan (the “*Plan*”) are to retain and motivate the executive officers of Tricida, Inc. who have been designated by the Committee to participate in the Plan for a specified Performance Period by providing them with the opportunity to earn incentive payments based upon the extent to which specified performance goals have been achieved or exceeded for the Performance Period.

**2. Definitions**

“*Annual Base Salary*” shall mean for any Participant an amount equal to the rate of annual base salary in effect or approved by the Committee or other authorized person with respect to a Performance Period, including any base salary that otherwise would be payable to the Participant during the Performance Period but for his or her election to defer receipt thereof.

“*Award*” shall mean an award to which a Participant may be entitled under the Plan if the performance goals for a Performance Period are satisfied. An Award may be expressed in U.S. dollars or pursuant to a formula that is consistent with the provisions of the Plan.

“*Board*” shall mean the Board of Directors of the Company.

“*Code*” shall mean the Internal Revenue Code of 1986, as amended.

“*Committee*” shall mean the Compensation Committee of the Board or such other committee of the Board comprised of members of the Board that satisfy the then applicable requirements (if any) of the principal national stock exchange on which the common stock of the Company is then traded to constitute a compensation committee, to the extent required to comply with applicable law or regulation.

“*Company*” shall mean Tricida, Inc., a Delaware corporation, and any successor thereto.

“*Participant*” shall mean an executive officer of the Company or any of its subsidiaries who is subject to Section 16 of the Securities Exchange Act of 1934, as amended, and who is designated by the Committee to participate in the Plan for a Performance Period, in accordance with Article III.

“*Performance Period*” shall mean any period commencing on or after January 1, 2019 for which performance goals are established pursuant to Article IV. A Performance Period may be coincident with one or more fiscal years of the Company or a portion of any fiscal year of the Company.

“*Plan*” shall mean the Tricida, Inc. Incentive Plan as set forth herein, as it may be amended from time to time.

---

### 3. **Administration**

A. **General.** The Plan shall be administered by the Committee, which shall have the full power and authority to interpret, construe and administer the Plan and Awards granted hereunder (including in each case reconciling any inconsistencies, correcting any defaults and addressing any omissions). The Committee's interpretation, construction and administration of the Plan and all its determinations hereunder shall be final, conclusive and binding on all persons for all purposes.

B. **Powers and Responsibilities.** The Committee shall have the following discretionary powers, rights and responsibilities in addition to those described in *Section 3.1*:

- (a) to designate the Participants for a Performance Period;
- (b) to establish the performance goals and targets and other terms and conditions that are to apply to each Participant's Award;
- (c) to certify prior to any payment with respect to any Award that the performance goals for a Performance Period and other material terms applicable to the Award have been satisfied;
- (d) subject to Section 409A of the Code, to determine whether, and under what circumstances and subject to what terms, an Award is to be paid on a deferred basis, including whether such a deferred payment shall be made solely at the Committee's discretion or whether a Participant may elect deferred payment; and
- (e) to adopt, revise, suspend, waive or repeal, when and as appropriate, in its sole and absolute discretion, such administrative rules, guidelines and procedures for the Plan as it deems necessary or advisable to implement the terms and conditions of the Plan.

### 4. **Performance Goals**

A. **Establishing Performance Goals.** The Committee shall establish with respect to each Performance Period one or more performance goals for each Participant or for any group of Participants (or both). Such performance goals may include one or more of the following corporate-wide or subsidiary, division, operating unit, line of business, project, geographic or individual measures: the attainment by a share of common stock of a specified fair market value for a specified period of time; increase in stockholder value; earnings per share; return on or net assets; return on equity; return on investments; return on capital or invested capital; total stockholder return; earnings or income of the Company before or after taxes and/or interest; earnings before interest, taxes, depreciation and amortization ("**EBITDA**"); EBITDA margin; operating income; revenues; operating expenses, attainment of expense levels or cost reduction goals; market share; cash flow, cash flow per share, cash flow margin or free cash flow; interest expense; economic value created; gross profit or margin; operating profit or margin; net cash provided by operations; price-to-earnings growth; and strategic business

---

criteria, consisting of one or more objectives based on meeting specified goals relating to market penetration, customer acquisition, business expansion, cost targets, customer satisfaction, reductions in errors and omissions, reductions in lost business, management of employment practices and employee benefits, supervision of litigation, supervision of information technology, quality and quality audit scores, efficiency, acquisitions or divestitures, publication, clinical or regulatory milestones, research and development achievements, coverage decisions, licenses, collaborations, joint ventures or promotional arrangements and such other goals as the Committee may determine whether or not listed herein, or any combination of the foregoing. Each such goal may be expressed on an absolute or relative basis and may include comparisons based on current internal targets, the past performance of the Company (including the performance of one or more subsidiaries, divisions, or operating units) or the past or current performance of other companies (or a combination of such past and current performance). Performance goals shall be subject to such other special rules and conditions as the Committee may establish.

B. **Adjustment Events.** The measures utilized in establishing performance goals under the Plan shall, to the extent applicable (*i.e.*, if the relevant performance goal is based on a GAAP measure), be determined in accordance with GAAP and in a manner consistent with the methods used in the Company's audited consolidated financial statements. Notwithstanding the foregoing, the applicable performance measures may be applied on a pre- or post-tax basis and may be adjusted to include or exclude components of any performance measure, including, without limitation, foreign exchange gains and losses, asset writedowns, acquisitions and divestitures, change in fiscal year, unbudgeted capital expenditures, special charges such as restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, infrequently occurring, nonrecurring or one-time events affecting the Company or its financial statements or changes in law or accounting principles ("**Adjustment Events**"). In the sole discretion of the Committee, the Committee may amend or adjust the performance measures or other terms and conditions of an outstanding award in recognition of any Adjustment Events.

## 5. **Terms of Awards**

A. **Performance Goals and Targets.** With respect to each Performance Period, the Committee also shall establish an Award opportunity for each Participant or group of Participants, which shall be based on the achievement of one or more specified targets of performance goals. The targets may be expressed in terms of a formula or standard which may be based upon the Participant's Annual Base Salary or a multiple thereof or otherwise. In all cases the Committee shall have the sole and absolute discretion to reduce the amount of any payment with respect to any Award that would otherwise be made to any Participant or to decide that no payment shall be made. With respect to each Award, the Committee may establish terms regarding the circumstances in which a Participant will be entitled to payment notwithstanding the failure to achieve the applicable performance goals or targets (*e.g.*, where the Participant's employment terminates or where a change in control of the Company occurs).

B. **Payments.** At the time the Committee determines an Award opportunity for a Participant, the Committee shall also establish the payment terms applicable to such Award.

---

Such terms shall include when such payments will be made; *provided, however*, that the timing of such payments shall in all instances either (A) satisfy the conditions of an exception from Section 409A of the Code (*e.g.*, the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4)), or (B) comply with Section 409A of the Code and *provided, further*, that in the absence of such terms regarding the timing of payments, such payments shall occur no later than the 15<sup>th</sup> day of the third month of the calendar year following the calendar year in which the Participant's right to payment ceased being subject to a substantial risk of forfeiture.

## 6. **General**

A. ***Effective Date.*** The Plan shall be effective for Performance Periods commencing on or after January 1, 2019.

B. ***Amendments and Termination.*** The Committee may amend or terminate the Plan as it shall deem advisable and at any time.

C. ***Non-Transferability of Awards.*** No Award shall be transferable other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company. Except to the extent permitted by the foregoing sentence, no Award may be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of any Award, the Award and all rights thereunder shall immediately become null and void.

D. ***Tax Withholding.*** The Company shall have the right to require, prior to the payment of any amount pursuant to an Award, payment by the Participant of any Federal, state, local or other taxes which may be required to be withheld or paid in connection with the Award.

E. ***No Right of Participation or Employment.*** No person shall have any right to participate in the Plan. Neither the Plan nor any Award shall confer upon any person any right to continued employment by the Company or any subsidiary or affiliate of the Company or affect in any manner the right of the Company or any subsidiary or affiliate of the Company to terminate the employment of any person at any time without liability hereunder.

F. ***Designation of Beneficiary.*** If permitted by the Company, a Participant may file with the Committee a written designation of one or more persons as such Participant's beneficiary or beneficiaries (both primary and contingent) in the event of the Participant's death. Each beneficiary designation shall become effective only when filed in writing with the Committee during the Participant's lifetime on a form prescribed by the Committee. The spouse of a married Participant domiciled in a community property jurisdiction shall join in any designation of a beneficiary other than such spouse. The filing with the Committee of a new beneficiary designation shall cancel all previously filed beneficiary designations. If a Participant fails to designate a beneficiary, or if all designated beneficiaries of a Participant predecease the

---

Participant, then each outstanding Award shall be payable to the Participant's executor, administrator, legal representative or similar person.

G. **Governing Law.** The Plan and each Award, and all determinations made and actions taken pursuant thereto, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws.

H. **Other Plans.** Payments pursuant to the Plan shall not be treated as compensation for purposes of any other compensation or benefit plan, program or arrangement of the Company or any of its subsidiaries or affiliates, unless either (a) such other plan provides that compensation such as payments made pursuant to the Plan is to be considered as compensation thereunder or (b) the Board or the Committee so determines in writing. Neither the adoption of the Plan nor the submission of the Plan to the Company's shareholders for their approval shall be construed as limiting the power of the Board or the Committee to adopt such other incentive arrangements as it may otherwise deem appropriate.

I. **Binding Effect.** The Plan shall be binding upon the Company and its successors and assigns and the Participants and their beneficiaries, personal representatives and heirs. If the Company becomes a party to any merger, consolidation or reorganization, then the Plan shall remain in full force and effect as an obligation of the Company or its successors in interest, unless the Plan is amended or terminated pursuant to Section 6.2.

J. **Unfunded Arrangement.** The Plan shall at all times be entirely unfunded and no provision shall at any time be made with respect to segregating assets of the Company or its subsidiaries or affiliates for payment of any benefit hereunder. No Participant shall have any interest in any particular assets of the Company or its subsidiaries or affiliates by reason of the right to receive a benefit under the Plan and any such Participant shall have only the rights of an unsecured creditor of the Company with respect to any rights under the Plan.

K. **Clawback.** Any amount paid under the Plan is subject to recovery by the Company or any other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.