IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
Achaogen, Inc.,	Case No. 19-10844 (___)
Debtor.[1]	

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO 28 U.S.C. § 156(c) AUTHORIZING THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT, *NUNC PRO TUNC* TO THE PETITION DATE

Achaogen, Inc., the debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case (the "Chapter 11 Case") hereby submits this application (this "Application") to the Court for entry of an order pursuant to 28 U.S.C. § 156(c), substantially in the form attached hereto as **Exhibit B** (the "Proposed Order"), authorizing the employment and retention of Kurtzman Carson Consultants LLC ("KCC") to perform certain claims and noticing functions in this case, *nunc pro tunc* to the Petition Date (as defined below), pursuant to the terms and conditions set forth in the engagement agreement between the Debtor and KCC, dated as of April 3, 2019 (the "Engagement Agreement"), a copy of which is attached as **Exhibit 1** to the Proposed Order and incorporated herein by reference. In support of this Application, the Debtor relies upon and incorporates by reference (a) the *Declaration of Blake Wise in Support of First Day Relief* (the "First Day Declaration")[2] filed concurrently herewith; and (b) the Declaration of Robert Jordan of KCC (the "Jordan Declaration"), a copy of which is

[1] The last four digits of the Debtor's federal tax identification number are 3693. The Debtor's mailing address for purposes of this Chapter 11 Case is 1 Tower Place, Suite 400, South San Francisco, CA 94080.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declaration.

attached hereto as **Exhibit A**. In further support of the Application, the Debtor respectfully represents as follows:

Jurisdiction

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this Case and the Application pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this case and the Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. 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"), the Debtor consents to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), 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)*, instituted by the Clerk of Court on February 1, 2012 (the "Claims Agent Protocol").

Background

4. The Debtor is a biopharmaceutical company focused on the development and commercialization of innovative antibiotic treatments against multi-drug resistant gram-negative infections.

5. On the date hereof (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee of unsecured creditors has been appointed in this Case.

6. A full description of the Debtor's business, corporate structure, prepetition indebtedness, and events leading to this Case is set forth in the First Day Declaration.

Relief Requested

7. By this Application, the Debtor requests entry of the Proposed Order: (a) authorizing the Debtor to employ and retain KCC as claims and noticing agent in this Case (the "Claims and Noticing Agent"), pursuant to the terms and conditions set forth in the Engagement Agreement; and (b) approving the terms of KCC's employment and the indemnification provisions set forth in the Engagement Agreement (as modified pursuant to this Application) *nunc pro tunc* to the Petition Date.

Basis for Relief Requested

8. Although the Debtor has not yet filed its schedules of assets and liabilities, the Debtor anticipates that it will have to provide certain notices to more than one thousand entities. Local Rule 2002-l(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the

case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtor's business, the Debtor submits that the appointment of a claims and noticing agent is required by Local Rule 2002-l(f) and is otherwise in the best interests of both the Debtor's estate and its creditors.

9. In addition, the Debtor's selection of KCC to act as the claims and noticing agent satisfies the Claims Agent Protocol in that the Debtor has obtained and reviewed engagement proposals from three other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtor submits that, based on all engagement proposals obtained and reviewed, KCC's rates are competitive and reasonable given KCC's quality of services and expertise.

10. The Engagement Agreement contemplates that KCC will provide services for the Debtor outside the scope of 28 U.S.C. § 156. The Debtor will seek authorization by separate application to retain and employ KCC as administrative advisor pursuant to section 327(a) and 328(a) of the Bankruptcy Code for those services.

KCC's Qualifications

11. KCC is 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. 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's cases in this district include: *In re Southcross Energy Partner, L.P., et al*, Case No. 19-10702 (MFW) (Bankr. D. Del. Apr. 1, 2019); *In re Novum Pharma, LLC*, Case No. 19-10209 (Bankr. D. Del. Feb. 3, 2019); *In re Egalet Corporation, et al.*, Case No. 18-12439 (BLS) (Bankr. D. Del. Oct. 30, 2018); *In re Welded Construction, L.P.,*

et al., Case No. 18-12378 (KG) (Bankr. D. Del. Oct. 22, 2018); *In re ATD Corporation, et al.*, Case No. 18-12221 (KJC) (Banrk. D. Del. Oct. 4, 2018); *In re RM Holdco LLC, et al.*, Case No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); *In re Heritage Home Group LLC, et al.*, Case No. 18-11736 (KG) (Bankr. D. Del. Jul. 29, 2018); *In re Tintri, Inc.*, Case No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); *In re Orexigen, Inc.*, Case No. 18-10518 (KG) (Bankr. D. Del. Mar. 12, 2018); *In re Rand Logistics, Inc., et al.*, Case No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); *In re ExGen Texas Power, LLC*, Case No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); *In re TerraVia Holdings, Inc.*, Case No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); *In re Rent-A-Wreck of America, Inc., et al.*, Case No. 17-11592 (LSS) (Bankr. D. Del. Jul. 24, 2017); *In re Prospector Offshore Drilling S.à r.l., et al.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Jul. 20, 2017); *In re Keystone Tube Company, LLC (A.M. Castle & Co.)*, Case No. 17-11330 (LSS) (Bankr. D. Del. June 18, 2017); *In re Sungevity, Inc.*, Case No. 17-10561 (KG) (Bankr. D. Del. Mar. 15, 2017); *In re Aquion Energy, Inc.*, Case No. 17-10500 (KJC) (Bankr. D. Del. Mar. 8, 2017); *In re EO Liquidating, LLC, et al. (f/k/a Eastern Outfitters, LLC, et al.)*, Case No. 17-10243 (LSS) (Bankr. D. Del. Feb. 5, 2017); *In re Modular Space Holdings, Inc., et al.*, Case No. 16-12825 (KJC) (Bankr. D. Del. Dec. 21, 2016); *In re FIAC Corp. (f/k/a IMX Acquisition Corp.)*, Case No. 16-12238 (BLS) (Bankr. D. Del. Oct. 10, 2016); *In re Chaparral Energy, Inc., et al.*, Case No. 16-11144 (LSS) (Bankr. D. Del. May 9, 2016); and *In re Vestis Retail Group, LLC*, Case No. 16-10971 (CSS) (Bankr. D. Del. Apr. 19, 2016).

12. Appointing KCC as the claims and noticing agent in this Case will expedite the distribution of notices and the processing of claims and relieve the office of the Clerk of the Bankruptcy Court for the District of Delaware (the "Clerk") of the administrative burden of processing a potentially overwhelming amount of claims.

Services To Be Provided

13. 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 the order granting approval hereof. Specifically, under the Engagement Agreement, it is anticipated that KCC will perform, at the request of the Debtor or the Clerk's office, as applicable, the following services within the scope of 28 U.S.C. § 156(c):

(a) Prepare and serve required notices and documents in this Case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including: (a) notice of the commencement of this Case and the initial meeting of creditors under Bankruptcy Code § 341(a); (b) notice of any claims bar date; (c) notices of transfers of claims; (d) notices of objections to claims and objections to transfers of claims; (e) notices of any hearings on a disclosure statement and confirmation of the Debtor's plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (f) notice of the effective date of any plan; and (g) all other notices, orders, pleadings, publications and other documents as the Debtor or Court may deem necessary or appropriate for an orderly administration of this 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: (a) a list of all potential creditors, equity holders and other parties-in-interest and (b) a "core" service 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 said 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 said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof,

in cases where 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 which includes: (a) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (b) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate; (c) the manner of service; and (d) the date served;

(g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;

(h) 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 certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (a) the claim number assigned; (b) the date received; (c) the name and address of the claimant and agent, if applicable, who filed the claim; (d) the amount asserted; (e) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (f) the Debtor; and (g) any disposition of the claim;

(i) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;

(j) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;

(k) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

(l) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of KCC, not less than weekly;

(m) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);

(n) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on 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;

(o) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;

(p) Assist in the dissemination of information to the public and respond to requests for administrative information regarding this Case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

(q) If this Case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to KCC of entry of the order converting the cases;

(r) Thirty (30) days prior to the close of this Case, to the extent practicable, request that the Debtor submits 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 Case;

(s) Within seven (7) days of notice to KCC of entry of an order closing this Case, provide to the Court the final version of the Claims Register as of the date immediately before the close of this Case; and

(t) At the close of this Case: (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

14. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by KCC.

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 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 the DIP Lender, 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 a retainer in the amount of $35,000. KCC seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount. KCC also seeks to thereafter hold the retainer under the Engagement Agreement during this Case to apply against unpaid fees and expenses incurred in performing services for the Debtor under the Engagement Agreement.

17. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed, to the fullest extent permitted by law, 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 gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or any order authorizing the employment and retention of KCC. Furthermore, KCC and the Debtor shall notify each other in writing promptly upon the assertion,

threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services rendered under the Engagement Agreement. 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 Case.

Disinterestedness

18. Although the Debtor does not propose to employ KCC under section 327 of the Bankruptcy Code pursuant to this Application, KCC has nonetheless 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 estates in connection with any matter on which it would be employed.

19. Moreover, 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 is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(c) KCC will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the claims and noticing agent in this Case;

(d) by accepting employment in this Case, KCC waives any rights to receive compensation from the United States government in connection with this Case;

(e) in its capacity as the claims and noticing agent in this Case, KCC will not be an agent of the United States and will not act on behalf of the United States;

(f) 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 Case;

(g) in its capacity as claims and noticing agent in this Case, KCC will not intentionally misrepresent any fact to any person;

(h) KCC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) KCC will comply with all requests of the Clerk's office 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 Case shall be at the expense of the Clerk's office.

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

Nunc Pro Tunc Relief is Warranted

21. Pursuant to the Debtor's request, KCC has acted as the Claims and Noticing Agent since the Petition Date with assurances that the Debtor would seek approval of its employment and retention *nunc pro tunc* to the Petition Date so that KCC may be compensated for its pre-Application services. The Debtor believes that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment of KCC, since KCC has provided and continues to provide valuable services to the Debtor's estate in the interim period.

22. Courts in this jurisdiction have routinely approved *nunc pro tunc* employment similar to that requested herein in matters comparable to this matter. *See, e.g.*, *In re Orexigen, Inc.*, Case No. 18-10518 (KG) (Bankr. D. Del. Mar. 13, 2018) (approving *nunc pro tunc* employment of the claims and noticing agent to perform claims and noticing services); *In re La Paloma Generating Co., LLC, et al.*, No. 16-12700 (CSS) (Bankr. D. Del. Jan. 13, 2017)

(same); *In re Magnum Hunter Resources Corporation,* No. 15-12533 (Bankr. D. Del. Dec. 16, 2015) (same); *In re Conexant Sys., Inc.*, No. 13-10367 (Bankr. D. Del. Mar. 1, 2013) (same).

Statement Pursuant to Claims Agent Protocol

23. The undersigned declares under penalty of perjury and Bankruptcy Rule 9011 that the Debtor selected KCC as Claims and Noticing Agent after the review and competitive comparison of three proposals from claims and noticing agents.

Notice

24. The Debtor has provided notice of this Application to: (a) the Office of the United States Trustee for the District of Delaware; (b) the entities listed on the Consolidated List of Creditors Holding the twenty (20) Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to SVB in its capacity as Prepetition Lender and DIP Lender (each as defined in the First Day Declaration); (d) the Delaware Secretary of State; (e) the Delaware Secretary of Treasury; (f) the Office of the United States Attorney General for the State of Delaware; and (g) the Internal Revenue Service. As this Motion is seeking "first day" relief, within two business days of the hearing on this Application, the Debtor will serve copies of this Application and any order entered in respect to this Application as required by Local Rule 9013-1(m).

[*Remainder of page intentionally left blank; signature page follows*]

Dated: April 15, 2019

Respectfully submitted,

Blake Wise
Chief Executive Officer

Exhibit A

Declaration of Robert Jordan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
Achaogen, Inc.,	Case No. 19-10844 (___)
Debtor.[1]	

DECLARATION OF ROBERT JORDAN IN SUPPORT OF DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO 28 U.S.C. § 156(c) AUTHORIZING THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT, *NUNC PRO TUNC* TO THE PETITION DATE

I, Robert Jordan, being duly sworn, state the following under penalty of perjury:

1. I am the Managing Director of Business Development to Corporate Restructuring Services of Kurtzman Carson Consultants LLC ("KCC"), a chapter 11 administrative services firm whose offices are located at 2335 Alaska Avenue, 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 (the "Declaration") is made in support of the Application.[2]

3. KCC is 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. KCC's professionals have

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

acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. KCC's cases in this district include: *In re Southcross Energy Partner, L.P., et al*, Case No. 19-10702 (MFW) (Bankr. D. Del. Apr. 1, 2019); *In re Novum Pharma, LLC*, Case No. 19-10209 (Bankr. D. Del. Feb. 3, 2019); *In re Egalet Corporation, et al.*, Case No. 18-12439 (BLS) (Bankr. D. Del. Oct. 30, 2018); *In re Welded Construction, L.P., et al.*, Case No. 18-12378 (KG) (Bankr. D. Del. Oct. 22, 2018); *In re ATD Corporation, et al.,* Case No. 18-12221 (KJC) (Banrk. D. Del. Oct. 4, 2018); *In re RM Holdco LLC, et al.*, Case No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); *In re Heritage Home Group LLC, et al.*, Case No. 18-11736 (KG) (Bankr. D. Del. Jul. 29, 2018); *In re Tintri, Inc.*, Case No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); *In re Orexigen, Inc.*, Case No. 18-10518 (KG) (Bankr. D. Del. Mar. 12, 2018); *In re Rand Logistics, Inc., et al.*, Case No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); *In re ExGen Texas Power, LLC*, Case No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); *In re TerraVia Holdings, Inc.*, Case No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); *In re Rent-A-Wreck of America, Inc., et al.*, Case No. 17-11592 (LSS) (Bankr. D. Del. Jul. 24, 2017); *In re Prospector Offshore Drilling S.à r.l., et al.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Jul. 20, 2017); *In re Keystone Tube Company, LLC (A.M. Castle & Co.)*, Case No. 17-11330 (LSS) (Bankr. D. Del. June 18, 2017); *In re Sungevity, Inc.*, Case No. 17-10561 (KG) (Bankr. D. Del. Mar. 15, 2017); *In re Aquion Energy, Inc.*, Case No. 17-10500 (KJC) (Bankr. D. Del. Mar. 8, 2017); *In re EO Liquidating, LLC, et al. (f/k/a Eastern Outfitters, LLC, et al.)*, Case No. 17-10243 (LSS) (Bankr. D. Del. Feb. 5, 2017); *In re Modular Space Holdings, Inc., et al.*, Case No. 16-12825 (KJC) (Bankr. D. Del. Dec. 21, 2016); *In re FIAC Corp. (f/k/a IMX Acquisition Corp.)*, Case No. 16-12238 (BLS) (Bankr. D. Del. Oct. 10, 2016);

In re Chaparral Energy, Inc., et al., Case No. 16-11144 (LSS) (Bankr. D. Del. May 9, 2016); and *In re Vestis Retail Group, LLC*, Case No. 16-10971 (CSS) (Bankr. D. Del. Apr. 19, 2016).

4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), KCC will perform at the request of the Clerk's office the noticing and claims-related services specified in the Application. In addition, at the Debtor's request, KCC will perform such other noticing, claims, technical, administrative and support services specified in the Application, subject to 28 U.S.C. § 156(c) and the Claims Agent Protocol.

5. 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 Case;

(c) by accepting employment in this Case, KCC waives any rights to receive compensation from the United States government as claims and noticing agent in connection with this Case;

(d) in its capacity as the claims and noticing agent in this 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 Case;

(f) KCC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) in its capacity as claims and noticing agent in this Case, KCC will not intentionally misrepresent any fact to any person;

(h) KCC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) KCC will comply with all requests of the Clerk's office 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 shall be at the expense of the Clerk's office.

6. Although the Debtor does not propose to retain KCC under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), 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 Case. The List of Potential Parties-in-Interest, attached hereto as **Exhibit I,** was provided by the Debtor and included, among other things, the Debtor, non-Debtor affiliates, current and former directors and officers of the Debtor, the Debtor's largest creditors 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 relationship that would present a disqualifying conflict of interest. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to promptly file a supplemental declaration.

7. 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, its creditors or other relevant parties. Based on the foregoing, I believe that KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

8. 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.

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

10. In addition, 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 chapter 11 cases representing the Debtor or parties-in-interest. All engagements where such firms represent KCC or its personnel in their individual capacities are unrelated to this Case.

11. From time to time, KCC employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be the Debtor or its affiliates, often without KCC's or its personnel's knowledge. Each KCC employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the KCC employees make an investment in the Investment Fund, he, she or

they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

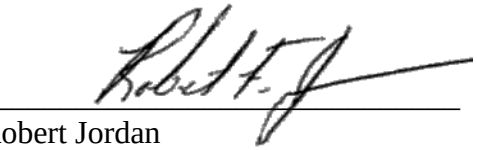
12. From time to time, KCC employees may directly personally acquire a debt or equity security of a company that may have a connection to the Debtor or its affiliates. KCC has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, all KCC employees are barred from trading in securities with respect to matters in which KCC is retained.

[*Remainder of page intentionally left blank; signature page follows*]

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

Dated: April 15, 2019

Respectfully submitted,



Robert Jordan
Managing Director of Business Development

EXHIBIT I

List of Potential Parties-in-Interest

ACHAOGEN, INC: POTENTIAL PARTIES IN INTEREST

Current & Former Officers and Directors (3 years)
Blake Wise – Director and CEO
Zeryn Sarpangal - CFO
Bryan Roberts – Chairman
Gregory Stea
Halley Gilbert
John Doyle
John Smither
Karen Bernstein
Kenneth Hillan
Kent Lieginger
Michael Fischbach

Debtors
Achaogen, Inc.

Non Debtor Related Parties
Achaogen UK Ltd.
Achaogen Ireland Ltd.

Five Percent and Greater Shareholders and Beneficial Owners
Foresite Capital Management, LLC
Genius Inc.
New Enterprise Associates, Inc.
Robert W. Duggan

Significant Business Partners

Attorneys, Professionals and Financial Advisors (Including Accountants and Investment Banks)
Amber K. Evanoff, LLC
American Stock Transfer & Trust Company, LLC.
Cooley LLP
Cowen and Company, LLC
Deloitte Consulting LLP
Donnelley Financial, LLC
Durie Tangri, LLP
Ernst & Young, LLP
E-Trade Financial Corporate Services
Evercore BD Investco LLC
Farella Braun + Martel, LLP
Flinn & Ferguson, Inc
Goeschl Law Corporation
Gurley Hamilton Mixon
Hirschfeld Kraemer LLP
Hogan Lovells US LLP
Hyman, Phelps & McNamara
KPMG
Latham & Watkins LLP
Meru, LLC
Morrison Foerster LLP
Moss Adams LLP
Murphy, McKay & Associates, Inc.
NASDAQ
NAVEX Global, Inc.
Pachulski Stang Ziehl & Jones LLP
Potter Anderson & Corroon LLP
Reed Smith, LLP
Richards, Layton & Finger, P.A.
UpCounsel Inc
World Customs Brokerage

Significant Financial Institutions (Including Administrative Agents, Lenders and Equipment Financing)
Silicon Valley Bank

Significant Landlords and Lessors
AP3 SF2 CT South LLC

Letter of Credit and Surety Bond Providers and Beneficiaries
None

Significant Taxing Authorities
California Chamber of Commerce
California Dept of Tax and Fee Adm
Delaware Secretary of State
New York State Department of Taxation and Finance
South Carolina Department of Revenue

Regulatory Agencies
American Medical Association
Department of Health and Human Services (FDA)
European Medicines Agency

Parties to Significant Litigation
None

Significant Suppliers, Shippers, Warehousemen, and Vendors
Hovione International Limited
Esteve Quimica, SA

Nor-Cal Moving Services
Yourway Transport, Inc.

Significant Competitors
Albireo Pharma, Inc.
Arbutus Biopharma Cororation
Chimerix, Inc.
Dicerna Pharmaceuticals, Inc.
Lexicon Pharmaceuticals, Inc.
Nabriva Therapeutics plc
Paratek Pharmaceuticals, Inc.
Tetraphase Pharmaceuticals, Inc.

Insurers
Aon Risk Insurance Services West, Inc.
Provident Life and Accident Ins Co.
Travelers

United States Trustee's Office

Delaware Bankruptcy Judges

Top Unsecured Creditors (as of April 5, 2019)
Access TCA, Inc
Alcami Carolinas Corporation
Clinical Care Options, LLC
Command Central
DavosPharma
Good Apple Publishing, LLC
HighPoint Solutions, LLC
IntelliSyn Pharma, Inc.
International Health Mgt Associates, Inc.
Jones Lang LaSalle Brokerage, Inc.
Jones Microbiology Institute, Inc.
Master Control Inc.
Microgenics Corp
Parexel International, LLC
Pfizer, Inc.
Planet Pharma, LLC
Protiviti Inc.
Remel, Inc.
ResearchTriangle Institute dba RTI International; RTI Health Solutions
RevHealth, LLC
Rock Solid Meetings and Events
Savills Studley, Inc.
Science Exchange Inc.
Shanghai Medicilon Inc.
World Courier Inc.
ZS Associates, Inc.

Utilities
Aramark Refreshment Services
AT&T Corporation
ATCC
Canon Financial Services, Inc.
Comcast Holdings Corporation
FedEx
Flagship Facility Services, Inc.
Foley Electric, Inc.
Hetnet Wireless, LLC

Other Interested Parties
ABC Consulting LLC
ACC Business
Accountemps
Acorn NMR, Inc.
Adaptive Insights, Inc.
Adesis, Inc.
ADP TotalSource
Advocea LLC
Aerotek Inc
AG Communications, LLC
Agilent Technologies, Inc.
Airgas Dry Ice
Airgas USA, LLC
Alfa Aesar
allphamed Pharbil Arzneimittel GmbH
ALS Automated Lab Solutions GmbH
Altara (Enterprise Resource Group, Inc.)
Alturas Analytics, Inc.
AMRI SSCI LLC
Apex Life Sciences, LLC
Apple Inc.
Aramark Uniform Services
ASD Specialty Healthcare, LLC
Audit Associates
Baxter Healthcare Corporation
Beckman Coulter, Inc.
Becton Dickinson
Biocom
bioMerieux
BioPharm Advisors LLC
Biopharma Search Partners
Bio-Rad Laboratories
BioStorage Technologies, Inc.
Blacktrace, Inc.
Blaine Healthcare Associates, Inc.
Bluepath Solutions Inc.
Broadridge ICS
Brothers Pride Produce
Bruker BioSpin Corp

Cambridge Healthcare Research Limited
Carbosynth LLC
Cardinal Health 105, Inc.
Care.com, Inc.
CareMetx LLC
CD&E Consulting LLC
Cedardale Investments
Celerion, Inc.
Centofanti Consulting, Inc.
Certara USA, Inc.
Charles River Laboratories, Inc.
Chemical Abstract Service
Chemtrec
Cintas Corp/Cintas First Aid & Safety
Clarivate Analytics, LLC
Cli-Metrics Service Company, Inc
Computer Packages, Inc.
Concur Technologies, Inc.
Connor Group Global Services, LLC
Cook Pharmica
Covance Central Laboratory Services LP
CSC Consuting, Inc
DataSafe
David van Duin
Dell Marketing LP
Delta Dental of California
DGA Architech Inc
Dialpad, Inc.
Distance Learning Providers, Inc.
Dohmen Life Science Services, LLC
Dotmatics, Inc.
Educational Resource Systems, Inc.
Edward A. Downey dba Plimouth Rock Risk Consulting, LLC
EMH Consulting LLC
Empower Retirement
Enamine Ltd.
Engine Room Consulting Services, Inc
Envigo International Holdings, Inc
Eurofins Lancaster Laboratories Inc
Explora BioLabs A California Corporation
Fisher Scientific Co. LLC
Full Service Technology Solutions, Inc.
GE Healthcare Bio-Sciences Corp.
Gene Design, Inc.
Gerstco, Inc.
Golden Gate Retirement Consultants, Inc.
Great America Financial Services
Greenleaf Health, Inc.
GS1 US, Inc.
Hartford Hospital
HawkPartners LLC
Henry Schein, Inc.
Hill & Hill Quality Associates, LLC
Hire Power Professional Services, Inc.
Hospira Worldwide, Inc.
HPM Systems, Inc.
I.T. Solutions, Inc.
Ian Friedland
Ian Wilding Associates Limited
Icon Clinical Research Ltd-Ireland
ICON US Holdings Inc.
IMG Technologies Inc
Impact Clinical, LLC
Infovity, Inc
Institute for Clinical Pharmacodynamics
Integrated DNA Technologies, Inc.
Internap Corporation
Ionis Pharmaceuticals, Inc.
IQVIA Inc. (FKA Quintiles IMS Incorporated)
JMI
Jochum Shore & Trossevin PC
JSJD Media LLC
Kaiser Foundation Health Plan, Inc.
Kaye Bassman International Corp.
KBA Docusys, Inc
Knowledge Management and Technology Corp
Kovarus, Inc.
Kristin Lowland Lanzi
Laboratory Specialists, Inc.
Laurie LeDoux (dba Contract Source Interiors)
Lexem Strategy, LLC
Lhasa Limited Registered Office
Life Technologies Corporation
Ligand Pharmaceuticals
Lodise, Thomas P
Lucy-Panganiban-Lustan
Mackenzie & Partners, Inc.
MacKenzie Partners, Inc.
Marsh & McLennan Agency LLC
Mast International Division
Mayo Clinic
Mckesson Specialty Health
MCLAB
Medical Communication Technologies, Inc
Medical Media Services, Inc.
Metro Infectious Disease Consultant LLC
Micromyx, LLC
Micron Research Limited

Microsoft Corporation
Midwinter Solutions Limited
Millmount Healthcare Ltd
Moo, Inc.
NDA Regulatory Development, Inc.
NeuStar, Inc.
Okta, Inc.
Operational Compliance Solutions, LLC
Optiva Biotechnology
Opus Regulatory Inc
Oracle America Inc.
Orvera Scientific Ltd.
Pacific Bio-Material Management, Inc.
Paul B. Watkins, Inc.
PCI of Illinois
PerkinElmer Informatics, Inc.
Pharma Start LLC
PharmaLex GmbH
PharmaLicense, LLC
Pharmavize NV
PHI Publications, Inc.
Pingboard, Inc
Pipette.com
PM Biosolutions, Inc
Potomac River Partners Corp
PPD Development
Praxair Distribution, Inc.
PrimeVigilance Limited
Princeton Search, LLC
Qiagen, Inc.
Quintiles IMS Incorporated
Rainin Instrument, LLC
Red House Consulting, LLC
Rees Scientific Corporation
Region Kronoberg
Reprints Desk
Resources Connection Inc.
Right Management, Inc
SADA Systems, Inc.
SAS Institute, Inc.
SeraCare Life Sciences, Inc.
SHI International Corp
Shimadzu Scientific Instruments, Inc.
Sigma Aldrich, Inc.
Sky Insurance Technologies, LLC
Slack, Inc.
Softworld, Inc.
Solar Capital Ltd.
Sounding Board Labs Inc
Spanning Cloud Apps LLC
Specialist Staffing Solutions, Inc
SSCI
Staples Advantage
Steeprock, Inc.
Stericycle, Inc.
Stevens, Blair & Company LLC
Stock & Option Solutions, Inc.
Strickland Quality Assurance Ltd
Sundia Meditech Company, Ltd.
Switch, Ltd.
Synthego Corporation
Teem Technologies, Inc
The Ascent Services Group, Inc.
The Chancellor Masters and Scholars of the University of Oxford trading as Oxford University Press
The Hibbert Company
The McMahon Group LLC
The McManus Group, LLC
Thermo
Tiber Creek Partners, LLC
TM Consulting Services LLC
Tom Schoenherr dba Schoenherr Consulting
Total Renal Research Inc.
Trinity Partners, LLC
Trucker Huss A Professional Corporation
Two Labs Marketing, LLC
University of Pittsburgh
Validated Cloud Inc.
Valley Track, LLC
Veeva System, Inc.
Veolia ES Technical Solutions
Viva Biotech (Shanghai) Ltd
VR Management, LLC
VWR International, Inc.
Wage Works
Waters Technologies Corporation
Wayne State University
West Corporation dba West LLC
Workday, Inc.
YMC America, Inc.
Zendesk, Inc.
Zhejiang Zhenyuan Pharmaceutical Co LTD
Zoho Corporation
Zoom Video Communications, Inc.

Exhibit B

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
Achaogen, Inc.,	Case No. 19-10844 (___)
Debtor.[1]	**Re D.I. ____**

ORDER PURSUANT TO 28 U.S.C. § 156(c) AUTHORIZING THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT, *NUNC PRO TUNC* TO THE PETITION DATE

Upon the Application[2] of the above captioned debtor and debtor in possession (the "Debtor") for entry of an order (this "Order") pursuant to 28 U.S.C. § 156(c), sections 105(a) and 503(b) of the Bankruptcy Code, Bankruptcy Rule 2002(f), Local Rules 2002-1(f) and 9013-1(m) and the Claims Agent Protocol, authorizing the Debtor to employ and retain Kurtzman Carson Consultants LLC, ("KCC") as notice and claims agent, *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Agreement attached hereto as **Exhibit 1**, all as more fully described in the Application and the Jordan Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012, and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application being adequate and appropriate

[1] The last four digits of the Debtor's federal tax identification number are 3693. The Debtor's mailing address for purposes of this Chapter 11 Case is 1 Tower Place, Suite 400, South San Francisco, CA 94080.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

under the particular circumstances; and a hearing having been held to consider the relief requested in the Application (the "Hearing"); and upon consideration of the First Day Declaration, the Jordan Declaration, the record of the Hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interest of the Debtor's estate, its creditors and other parties in interest, and that the legal and factual bases set forth in the Application and the Jordan Declaration establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.

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

3. The Debtor is authorized to appoint KCC, *nunc pro tunc* to the Petition Date, under the terms of the Engagement Agreement, 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 Case, and all related tasks, as described in the Application and the Engagement Agreement.

4. 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 Case and is authorized and directed to maintain official claims registers for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. KCC is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

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

7. KCC shall maintain records of all services performed, showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtor, the U.S. Trustee, counsel for the Debtor, counsel for the DIP Lender, counsel for any official committee monitoring the expenses of the Debtor and any party-in-interest who specifically requests service of the monthly invoices.

8. 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.

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*, *however*, that the parties may seek resolution of the matter from the Court if resolution is not achieved. In such event, the Debtor will remit to KCC only the undisputed portion of the invoices and, if applicable, will pay the remainder to KCC upon the resolution of the dispute.

10. Pursuant to section 503(b)(l)(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 retainer to its prepetition invoices and have such retainer replenished to the original amount. KCC may hold the retainer under the Engagement Agreement during this Case to apply against unpaid fees and expenses incurred in performing services for the Debtor 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 the 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: (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 the 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 the 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 Case (that order having become a final order no longer subject to appeal); and (b)

the entry of an order closing this 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 advancement 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. This paragraph is intended only to specify the period of time through which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution or reimbursement and does not limit 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 Debtor's counsel and, upon approval of the 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 Debtor's counsel.

17. The Debtor may submit a separate retention application for KCC pursuant to Bankruptcy Code section 327 for services that KCC intends to perform outside the ambit of those services described in the Application, and nothing in this Order shall operate to limit the approval of such retention application under section 327 of the Bankruptcy Code.

18. The Debtor and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

19. Notwithstanding anything contained in the Motion or this Order, any payment authorized to be made by the Debtor herein shall be subject to the terms and conditions

contained in any interim or final order authorizing the Debtor to obtain postpetition financing and to use cash collateral, including any budgets in connection therewith.

20. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

21. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

22. Notwithstanding any term in the Engagement Agreement to the contrary, KCC shall not cease providing claims processing services during this Case for any reason, including nonpayment, without an order of the Court.

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

_____, 2019
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Agreement

KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 3rd day of April 2019, between Achaogen, Inc. (together with its affiliates and subsidiaries, beneficiaries, successors and assigns, the "Company"), 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.

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, however KCC agrees not to increase its prices for the first six months following the date of this Agreement. Thereafter, 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 documented and out-of-pocket reasonable, necessary and customary transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement. Such expenses shall not be incurred without the prior written consent of the Company.

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.

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 total invoice amounts 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%) 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 ten (10) 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 and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as 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. 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. 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 services provided under this Agreement; provided, however, that 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, upon not less than five (5) business days' written notice to the

other party, release the required information. In addition, KCC agrees to abide by the terms of any separate confidentiality agreement it enters into with the Company.

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, bad faith or willful misconduct of KCC or material breach of this Agreement or any confidentiality agreements with the Company by KCC, (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 immediately 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, 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.

KCC AGREEMENT FOR SERVICES

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 to the extent such Losses result from KCC's gross negligence, bad faith or willful misconduct or breach of this Agreement or any confidentiality agreement by KCC. 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 gross negligence, bad faith or willful misconduct of KCC or breach of this Agreement or any confidentiality agreement by KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. 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 unless such damages are awarded to a third party which are due to the gross negligence, bad faith or willful misconduct of KCC or breach of this Agreement or any confidentiality agreement by KCC. 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

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

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
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Achaogen Inc.
One Tower Place, Suite 400
South San Francisco, CA 94080
Attn: General Counsel
Tel: 650.268.5743
Email: GLoeb@Achaogen.com

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 Delaware.

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

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

BY: ~~Robert Jordan~~ EVAN GERSHEIN DATE: 4/3/2019
TITLE: ~~Managing Director~~ SVP, CORPORATE RESTRUCTURING

Achaogen, Inc.

DocuSigned by:
Gary Loeb
BY: ~~Gary Loeb~~ DATE: 4/3/2019
TITLE: General Counsel