

ROCKWELL MEDICAL, INC.

Filed by

RICHMOND BROTHERS, INC.

FORM SC 13D/A

(Amended Statement of Beneficial Ownership)

Filed 08/28/17

Address	30142 S WIXOM RD WIXOM, MI 48393
Telephone	2489609009
CIK	0001041024
Symbol	RMTI
SIC Code	3845 - Electromedical and Electrotherapeutic Apparatus
Industry	Pharmaceuticals
Sector	Healthcare
Fiscal Year	12/31

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

SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 7) ¹

Rockwell Medical, Inc.

(Name of Issuer)

Common Stock, no par value per share

(Title of Class of Securities)

774374102

(CUSIP Number)

DAVID S. RICHMOND
RICHMOND BROTHERS, INC.
3568 Wildwood Avenue
Jackson, Michigan 49202
(517) 435-4040

STEVE WOLOSKY
OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
New York, New York 10019

(212) 451-2300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 25, 2017

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON Richmond Brothers, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION MICHIGAN	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 5,156,486
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,156,486	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.0%	
14	TYPE OF REPORTING PERSON IA, CO	

1	NAME OF REPORTING PERSON RBI Private Investment I, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 164,841
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 164,841
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 164,841	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON RBI Private Investment II, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 29,802
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 29,802
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 29,802	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON RBI PI Manager, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 194,643
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 194,643
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 194,643	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Richmond Brothers 401(k) Profit Sharing Plan	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION MICHIGAN	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 42,100
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 42,100
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 42,100	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON EP	

1	NAME OF REPORTING PERSON David S. Richmond	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 371,055
	8	SHARED VOTING POWER 70,350
	9	SOLE DISPOSITIVE POWER 371,055
	10	SHARED DISPOSITIVE POWER 5,226,836
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,597,891	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.8%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Matthew J. Curfman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 40,684
	8	SHARED VOTING POWER 76,485
	9	SOLE DISPOSITIVE POWER 40,684
	10	SHARED DISPOSITIVE POWER 5,232,971
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,273,655	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.2%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Norman J. Ravich Irrevocable Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION MINNESOTA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 44,400
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 44,400
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 44,400	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Norman and Sally Ravich Family Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION MINNESOTA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 10,000
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 10,000
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Alexander Coleman Ravich 1991 Irrevocable Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION MINNESOTA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 25,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 25,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 25,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Alyssa Danielle Ravich 1991 Irrevocable Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION MINNESOTA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 25,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 25,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 25,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Mark H. Ravich	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 419,150
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 419,150
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 419,150	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 7 to the Schedule 13D filed by the undersigned (“Amendment No. 7”). This Amendment No. 7 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended and restated to read as follows:

- (a) This statement is filed by:
- (i) Richmond Brothers, Inc., a Michigan corporation (“Richmond Brothers”), which serves as the investment advisor to certain managed accounts (the “Separately Managed Accounts”);
 - (ii) RBI Private Investment I, LLC, a Delaware limited liability company (“RBI PI”);
 - (iii) RBI Private Investment II, LLC, a Delaware limited liability company (“RBI PII”);
 - (iv) RBI PI Manager, LLC, a Delaware limited liability company (“RBI Manager”), which serves as the manager of RBI PI and RBI PII;
 - (v) Richmond Brothers 401(k) Profit Sharing Plan, an employee benefit plan organized under the laws of Michigan (the “RBI Plan”);
 - (vi) David S. Richmond, who serves as Chairman of Richmond Brothers, manager of RBI Manager and a trustee of the RBI Plan;
 - (vii) Matthew J. Curfman, who serves as President of Richmond Brothers and a trustee of the RBI Plan;
 - (viii) Norman J. Ravich Irrevocable Trust, a Minnesota trust (the “NJR Trust”);
 - (ix) Norman and Sally Ravich Family Trust, a Minnesota trust (the “NSR Trust”);
 - (x) Alexander Coleman Ravich 1991 Irrevocable Trust, a Minnesota trust (the “ACR Trust”);
 - (xi) Alyssa Danielle Ravich 1991 Irrevocable Trust, a Minnesota trust (the “ADR Trust” and together with the NJR Trust, NSR Trust and ACR Trust, the “Ravich Trusts”); and
 - (xii) Mark H. Ravich, who serves as the trustee of each of the Ravich Trusts.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Richmond Brothers, RBI PI, RBI PII, RBI Manager, the RBI Plan and Messrs. Richmond and Curfman are collectively referred to as the “Richmond Parties.” The Ravich Trusts and Mr. Ravich are collectively referred to as the “Ravich Parties.” Each of the Reporting Persons is party to that certain Joint Filing Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of each of Richmond Brothers, RBI PI, RBI PII, RBI Manager, the RBI Plan and Messrs. Richmond and Curfman is 3568 Wildwood Avenue, Jackson, Michigan 49202. The address of the principal office of each of Mr. Ravich and the Ravich Trusts is 600 South Highway 169, Suite 1660, St. Louis Park, Minnesota 55426.

(c) The principal business of Richmond Brothers is serving as a registered investment advisor and is the investment advisor to the Separately Managed Accounts. The principal business of each of RBI PI and RBI PII is investing in securities. The principal business of RBI Manager is serving as the manager of RBI PI and RBI PII. The principal business of the RBI Plan is investing in securities. The principal occupation of Mr. Richmond is serving as Chairman of Richmond Brothers, manager of RBI Manager and a trustee of the RBI Plan. The principal occupation of Mr. Curfman is serving as President of Richmond Brothers and a trustee of the RBI Plan. The principal business of the Ravich Trusts are holding, managing and distributing the property of the respective trusts and the proceeds therefrom. Mr. Ravich serves as the trustee of the Ravich Trusts and is the President of TriStar Management, Inc. Mr. Ravich also serves as a director of the Issuer. Messrs. Richmond and Curfman constitute the sole executive officers, directors and stockholders of Richmond Brothers.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Messrs. Richmond, Curfman and Ravich are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The Shares held in the Separately Managed Accounts and purchased by each of RBI PI, RBI PII, the RBI Plan and the Ravich Trusts were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases. The aggregate purchase price of the 5,156,486 Shares held by the Separately Managed Accounts is approximately \$30,672,036, excluding brokerage commissions. The aggregate purchase price of the 164,841 Shares owned directly by RBI PI is approximately \$1,099,401, excluding brokerage commissions. The aggregate purchase price of the 29,802 Shares owned directly by RBI PII is approximately \$175,072, excluding brokerage commissions. The aggregate purchase price of the 42,100 Shares owned directly by the RBI Plan is approximately \$285,375, excluding brokerage commissions. The aggregate purchase price of the 44,400 Shares owned directly by the NJR Trust is approximately \$239,316, excluding brokerage commissions. The aggregate purchase price of the 25,000 Shares owned directly by the ACR Trust is approximately \$181,750, excluding brokerage commissions. The aggregate purchase price of the 25,000 Shares owned directly by the ADR Trust is approximately \$183,000, excluding brokerage commissions. The aggregate purchase price of the 10,000 Shares owned directly by the NSR Trust is approximately \$74,000, excluding brokerage commissions.

The Shares purchased by Mr. Richmond were purchased with personal funds (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market transactions. The aggregate purchase price of the 204,662 Shares beneficially owned by Mr. Richmond, including 28,096 Shares directly owned by his spouse, 147 Shares directly owned by his daughter and 7 Shares directly owned by his son, is approximately \$890,826, excluding brokerage commissions.

The Shares purchased by Mr. Curfman were purchased with personal funds (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market transactions. The aggregate purchase price of the 75,069 Shares beneficially owned by Mr. Curfman, including the 34,385 Shares directly owned by his spouse, is approximately \$466,289, excluding brokerage commissions.

The Shares purchased by Mr. Ravich were purchased with personal funds (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market transactions. The aggregate purchase price of the 314,750 Shares owned directly by Mr. Ravich is approximately \$2,281,400, excluding brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

As disclosed in Amendment No. 6 to the Schedule 13D, following Mark H. Ravich's election to the Issuer's Board of Directors (the "Board") at the 2017 annual meeting of shareholders, the Richmond Parties and the Ravich Parties terminated that certain Group Agreement, dated February 20, 2017, as amended on March 21, 2017, and expressly reserved their right to enter into future agreements concerning the Issuer to the extent that the Issuer's performance and governance issues persisted.

In light of the Issuer's decision to continue to pursue litigation against the Reporting Persons and the allegations made by Mr. Ravich in his counterclaims filed against the Issuer on August 24, 2017, including that Mr. Ravich has largely been shut-out of the boardroom and his requests for materials and access to the Issuer's personnel have been repeatedly denied, the Reporting Persons have concluded that the Issuer continues to blatantly disregard the will of the Issuer's shareholders, who overwhelmingly elected Mr. Ravich to the Board by more than a two-thirds margin. As such, the Reporting Persons have lost all confidence in Chairman and CEO Robert L. Chioini's ability to effectively oversee the Issuer and drive shareholder value. Given the Issuer's significant financial and stock price underperformance and inability to monetize promising drugs Triferic and Calcitriol under Mr. Chioini's leadership, the Reporting Persons do not believe Mr. Chioini has proven himself capable of successfully leading the Company forward and are convinced that he should be replaced as Chairman and CEO immediately. To the extent this does not happen, the Reporting Persons note that Mr. Chioini, along with long-standing director Patrick J. Bagley, will be up for election at the 2018 annual meeting of shareholders, at which the Reporting Persons intend to nominate a competing slate of director candidates.

Separate and apart from the Ravich Parties, the Richmond Parties intend to engage in discussions with shareholders of the Issuer, private equity firms, potential sources of financing and other interested parties regarding the Issuer's capital allocation, corporate governance (including Board composition and management team) and other means to enhance shareholder value, including a possible sale of the Issuer. While the Richmond Parties are not advocating for a sale of the Issuer at this time, the Richmond Parties believe there are multiple paths to value creation and that all paths should be evaluated. To the extent there is strategic interest in the Issuer, the Richmond Parties invite potential strategic acquirers to contact the Richmond Parties.

Item 5. Interest in Securities of the Issuer.

Items 5(a) – (c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 51,740,040 Shares outstanding as of July 31, 2017, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 9, 2017.

A. Richmond Brothers

- (a) As of the close of business on August 25, 2017, 5,156,486 Shares were held in the Separately Managed Accounts. As the investment advisor to the Separately Managed Accounts, Richmond Brothers may be deemed the beneficial owner of the 5,156,486 Shares held in the Separately Managed Accounts.

Percentage: Approximately 10.0%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 5,156,486
 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the securities of the Issuer through the Separately Managed Accounts by Richmond Brothers during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

B. RBI PI

- (a) As of the close of business on August 25, 2017, RBI PI beneficially owned 164,841 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 164,841
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 164,841
 4. Shared power to dispose or direct the disposition: 0
- (c) RBI PI has not entered into any transactions in the securities of the Issuer during the past sixty days.

C. RBI PII

- (a) As of the close of business on August 25, 2017, RBI PII beneficially owned 29,802 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 29,802
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 29,802
 4. Shared power to dispose or direct the disposition: 0
- (c) RBI PII has not entered into any transactions in the securities of the Issuer during the past sixty days.

D. RBI Manager

- (a) As the manager of RBI PI and RBI PII, RBI Manager may be deemed the beneficial owner of the (i) 164,841 Shares owned by RBI PI and (ii) 29,802 Shares owned by RBI PII.

Percentage: Less than 1%
- (b)
 - 1. Sole power to vote or direct vote: 194,643
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 194,643
 - 4. Shared power to dispose or direct the disposition: 0
- (c) RBI Manager has not entered into any transactions in the securities of the Issuer during the past sixty days.

E. RBI Plan

- (a) As of the close of business on August 25, 2017, the RBI Plan beneficially owned 42,100 Shares.

Percentage: Less than 1%
- (b)
 - 1. Sole power to vote or direct vote: 42,100
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 42,100
 - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the securities of the Issuer by the RBI Plan during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

F. Mr. Richmond

- (a) As of the close of business on August 25, 2017, Mr. Richmond beneficially owned 204,662 Shares, including 28,096 Shares directly owned by his spouse, 147 Shares directly owned by his daughter and 7 Shares directly owned by his son. As the Chairman of Richmond Brothers, manager of RBI Manager and a trustee of the RBI Plan, Mr. Richmond may also be deemed the beneficial owner of the (i) 5,156,486 Shares held in the Separately Managed Accounts, (ii) 164,841 Shares owned by RBI PI, (iii) 29,802 Shares owned by RBI PII and (iv) 42,100 Shares owned by the RBI Plan.

Percentage: Approximately 10.8%
- (b)
 - 1. Sole power to vote or direct vote: 371,055
 - 2. Shared power to vote or direct vote: 70,350
 - 3. Sole power to dispose or direct the disposition: 371,055
 - 4. Shared power to dispose or direct the disposition: 5,226,836
- (c) Mr. Richmond has not entered into any transactions in the securities of the Issuer during the past sixty days. The transactions in the securities of the Issuer through the Separately Managed Accounts and on behalf of the RBI Plan during the past sixty days are set forth in Schedule A and are incorporated herein by reference .

G. Mr. Curfman

- (a) As of the close of business on August 25, 2017, Mr. Curfman beneficially owned 75,069 Shares, including 34,385 Shares directly owned by his spouse. As the President of Richmond Brothers and a trustee of the RBI Plan, Mr. Curfman may also be deemed the beneficial owner of the (i) 5,156,486 Shares held in the Separately Managed Accounts and (ii) 42,100 Shares owned by the RBI Plan.

Percentage: Approximately 10.2%

- (b)
1. Sole power to vote or direct vote: 40,684
 2. Shared power to vote or direct vote: 76,485
 3. Sole power to dispose or direct the disposition: 40,684
 4. Shared power to dispose or direct the disposition: 5,232,971
- (c) Mr. Curfman has not entered into any transactions in the securities of the Issuer during the past sixty days. The transactions in the securities of the Issuer through the Separately Managed Accounts and on behalf of the RBI Plan during the past sixty days are set forth in Schedule A and are incorporated herein by reference .

H. NJR Trust

- (a) As of the close of business on August 25, 2017, the NJR Trust beneficially owned 44,400 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 44,400
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 44,400
 4. Shared power to dispose or direct the disposition: 0
- (c) The NJR Trust has not entered into any transactions in the securities of the Issuer during the past sixty days.

I. NSR Trust

- (a) As of the close of business on August 25, 2017, the NSR Trust beneficially owned 10,000 Shares.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 10,000
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 10,000
 4. Shared power to dispose or direct the disposition: 0
- (c) The NSR Trust has not entered into any transactions in the securities of the Issuer during the past sixty days.

J. ACR Trust

- (a) As of the close of business on August 25, 2017, the ACR Trust beneficially owned 25,000 Shares.
Percentage: Less than 1%
- (b)
 - 1. Sole power to vote or direct vote: 25,000
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 25,000
 - 4. Shared power to dispose or direct the disposition: 0
- (c) The ACR Trust has not entered into any transactions in the securities of the Issuer during the past sixty days.

K. ADR Trust

- (a) As of the close of business on August 25, 2017, the ADR Trust beneficially owned 25,000 Shares.
Percentage: Less than 1%
- (b)
 - 1. Sole power to vote or direct vote: 25,000
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 25,000
 - 4. Shared power to dispose or direct the disposition: 0
- (c) The ADR Trust has not entered into any transactions in the securities of the Issuer during the past sixty days.

L. Mr. Ravich

- (a) As of the close of business on August 25, 2017, Mr. Ravich directly beneficially owned 314,750 Shares. In addition, as the trustee of each of the Ravich Trusts, Mr. Ravich may be deemed the beneficial owner of the (i) 44,400 Shares owned by the NJR Trust, (ii) 10,000 Shares beneficially owned by the NSR Trust, (iii) 25,000 Shares owned by the ACR Trust and (iv) 25,000 Shares owned by the ADR Trust.
Percentage: Less than 1%
- (b)
 - 1. Sole power to vote or direct vote: 419,150
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 419,150
 - 4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Ravich has not entered into any transactions in the securities of the Issuer during the past sixty days.

Each of the Reporting Persons, as a member of a “group” with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), may be deemed to beneficially own the Shares owned by the other Reporting Persons. The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any Shares he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the Shares reported herein that he or it does not directly own.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On August 25, 2017, the Reporting Persons entered into a Joint Filing Agreement pursuant to which the Reporting Persons agreed, among other things, to (i) form a committee for the purpose of enhancing shareholder value and improving the Issuer’s corporate governance through the election of new directors at the 2018 annual meeting of shareholders, or at such earlier opportunity as may be presented, and (ii) the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 Joint Filing Agreement, dated August 25, 2017.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 28, 2017

Richmond Brothers, Inc.

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Chairman

RBI Private Investment I, LLC

By: RBI PI Manager, LLC
Manager

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Manager

RBI Private Investment II, LLC

By: RBI PI Manager, LLC
Manager

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Manager

By: RBI PI Manager, LLC

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Manager

By: Richmond Brothers 401(k) Profit Sharing Plan

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Trustee

/s/ David S. Richmond
David S. Richmond

/s/ Matthew J. Curfman
Matthew J. Curfman

Norman J. Ravich Irrevocable Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

Alexander Coleman Ravich 1991 Irrevocable Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

Alyssa Danielle Ravich 1991 Irrevocable Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

Norman and Sally Ravich Family Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

/s/ Mark H. Ravich
Mark H. Ravich

SCHEDULE A**Transactions in the Securities of the Issuer During the Past Sixty Days**

<u>Nature of Transaction</u>	<u>Securities Purchased/(Sold)</u>	<u>Price per Share (\$)</u>	<u>Date of Purchase / Sale</u>
<u>RICHMOND BROTHERS, INC.</u>			
<u>(Through the Separately Managed Accounts)</u>			
Sale of Common Stock	(72)	8.2703	06/26/2017
Sale of Common Stock	(98)	8.2380	06/26/2017
Sale of Common Stock	(59)	8.4320	06/26/2017
Sale of Common Stock	(185)	8.2634	06/26/2017
Sale of Common Stock	(400)	8.4906	06/27/2017
Purchase of Common Stock	623	8.0369	06/29/2017
Purchase of Common Stock	245	8.1404	06/30/2017
Sale of Common Stock	(293)	7.8601	07/03/2017
Purchase of Common Stock	3,866	7.8135	07/05/2017
Sale of Common Stock	(187)	7.7436	07/06/2017
Sale of Common Stock	(63)	7.6936	07/06/2017
Purchase of Common Stock	1,272	7.8681	07/07/2017
Purchase of Common Stock	2,543	7.8926	07/07/2017
Purchase of Common Stock	633	7.8985	07/10/2017
Sale of Common Stock	(1,457)	7.8521	07/10/2017
Sale of Common Stock	(8)	7.9000	07/10/2017
Purchase of Common Stock	1,266	7.9442	07/11/2017
Purchase of Common Stock	1,266	7.8989	07/11/2017
Purchase of Common Stock	1,870	8.0264	07/11/2017
Purchase of Common Stock	500	7.9029	07/13/2017
Sale of Common Stock	(30)	7.7077	07/13/2017
Sale of Common Stock	(2,530)	7.7143	07/13/2017
Purchase of Common Stock	323	7.7405	07/14/2017
Purchase of Common Stock	269	7.4350	07/18/2017
Purchase of Common Stock	334	7.4750	07/18/2017
Sale of Common Stock	(142)	7.3500	07/19/2017
Sale of Common Stock	(12)	7.3672	07/25/2017
Sale of Common Stock	(40)	7.3672	07/25/2017
Purchase of Common Stock	682	7.3250	07/25/2017
Purchase of Common Stock	272	7.3500	07/25/2017
Purchase of Common Stock	666	7.5390	07/26/2017
Purchase of Common Stock	693	7.1892	07/27/2017
Purchase of Common Stock	693	7.2082	07/27/2017
Purchase of Common Stock	278	7.2008	07/27/2017
Sale of Common Stock	(362)	7.1839	07/27/2017
Purchase of Common Stock	282	7.0911	07/28/2017
Purchase of Common Stock	281	7.1289	07/31/2017
Purchase of Common Stock	281	7.1299	07/31/2017
Purchase of Common Stock	141	7.1353	07/31/2017
Sale of Common Stock	(60)	7.0716	07/31/2017

CUSIP NO. 774374102

Purchase of Common Stock	715	7.0175	08/01/2017
Purchase of Common Stock	713	7.0087	08/01/2017
Purchase of Common Stock	149	6.7300	08/02/2017
Purchase of Common Stock	744	6.7207	08/02/2017
Sale of Common Stock	(75)	6.6400	08/03/2017
Purchase of Common Stock	965	6.1958	08/04/2017
Purchase of Common Stock	1,504	6.6500	08/07/2017
Purchase of Common Stock	299	6.6970	08/08/2017
Purchase of Common Stock	1,220	6.5700	08/09/2017
Purchase of Common Stock	457	6.5701	08/09/2017
Purchase of Common Stock	791	6.3333	08/10/2017
Purchase of Common Stock	767	6.6492	08/10/2017
Purchase of Common Stock	227	6.6390	08/10/2017
Purchase of Common Stock	309	6.3173	08/10/2017
Purchase of Common Stock	316	6.3178	08/10/2017
Purchase of Common Stock	455	6.6691	08/10/2017
Purchase of Common Stock	14,230	6.3408	08/10/2017
Purchase of Common Stock	792	6.3100	08/11/2017
Purchase of Common Stock	183	6.5701	08/15/2017
Purchase of Common Stock	304	6.5610	08/15/2017
Purchase of Common Stock	23	6.5428	08/16/2017
Purchase of Common Stock	208	6.6150	08/16/2017
Purchase of Common Stock	155	6.4693	08/17/2017
Purchase of Common Stock	459	6.3210	08/18/2017
Sale of Common Stock	(210)	6.2943	08/18/2017
Purchase of Common Stock	476	6.3211	08/21/2017
Purchase of Common Stock	603	6.3483	08/21/2017
Sale of Common Stock	(371)	6.2504	08/21/2017
Sale of Common Stock	(74)	6.4908	08/22/2017
Purchase of Common Stock	301	6.6700	08/23/2017
Purchase of Common Stock	300	6.6713	08/23/2017
Purchase of Common Stock	94	6.6489	08/23/2017
Purchase of Common Stock	753	6.6531	08/23/2017
Purchase of Common Stock	452	6.6378	08/23/2017
Sale of Common Stock	(230)	6.6388	08/24/2017
Purchase of Common Stock	451	6.6790	08/24/2017
Purchase of Common Stock	1,499	6.6910	08/24/2017
Purchase of Common Stock	143	6.6800	08/24/2017
Purchase of Common Stock	3,008	6.6628	08/24/2017
Purchase of Common Stock	762	6.5642	08/25/2017

RICHMOND BROTHERS 401(K) PROFIT SHARING PLAN

Purchase of Common Stock	133	6.3408	08/10/2017
Purchase of Common Stock	155	6.3408	08/10/2017
Purchase of Common Stock	85	6.3408	08/10/2017
Purchase of Common Stock	106	6.3408	08/10/2017
Purchase of Common Stock	126	6.3408	08/10/2017

JOINT FILING AGREEMENT

This Agreement (this "Agreement") is made and entered into as of August 25, 2017, by and among (i) Richmond Brothers, Inc., RBI Private Investment I, LLC, RBI Private Investment II, LLC, RBI PI Manager, LLC, Richmond Brothers 401(k) Profit Sharing Plan, Matthew J. Curfman and David S. Richmond (collectively, "Richmond"), and (ii) Norman J. Ravich Irrevocable Trust, Alexander Coleman Ravich 1991 Irrevocable Trust, Alyssa Danielle Ravich 1991 Irrevocable Trust, Norman and Sally Ravich Family Trust and Mark H. Ravich (collectively, "Ravich" and together with Richmond, each a "Party", and collectively, the "Parties" or the "Committee").

WHEREAS, certain of the undersigned are shareholders, direct or beneficial, of Rockwell Medical, Inc., a Michigan corporation (the "Company");

WHEREAS, the Parties were previously members of a Section 13(d) group (the "Prior Joint Filing") that successfully elected Mr. Ravich to the Company's Board of Directors at the Company's 2017 annual meeting of shareholders held on June 1, 2017;

WHEREAS, at the time the Prior Joint Filing was terminated the Parties expressly reserved their right to enter into future agreements concerning the Company to the extent that the Company's performance and governance issues persisted;

WHEREAS, the Parties desire to form the Committee for the purpose of (i) enhancing shareholder value and improving the Company's corporate governance through the election of new directors at the 2018 annual meeting of shareholders (the "2018 Annual Meeting"), or at such earlier opportunity as may be presented, (ii) taking all other action necessary to achieve the foregoing and (iii) taking any other actions the Committee determines to undertake in connection with their respective investment in the Company.

NOW, IT IS AGREED, this 25th day of August 2017 by the Parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company to the extent required by applicable law. Each member of the Committee shall be responsible for the accuracy and completeness of its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members of the Committee, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP ("Olshan"), such notice to be given no later than 24 hours after each such transaction, of (i) any of their purchases or sales of securities of the Company, or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. For purposes of this Agreement, the term "beneficial ownership" shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Each of the undersigned agrees to form the Committee for the purpose of (i) enhancing shareholder value and improving the Company's corporate governance through the election of new directors at the 2018 Annual Meeting, or at such earlier opportunity as may be presented, (ii) taking all other action necessary to achieve the foregoing and (iii) taking any other actions the Committee determines to undertake in connection with their respective investment in the Company.

4. Richmond and Ravich shall have the right to pre-approve all expenses and costs (including all legal fees) incurred in connection with the Committee's activities (the "Expenses") and each of Richmond and Ravich agrees to pay directly all such pre-approved Expenses on a percentage basis as follows (i) Richmond: 66 2/3% of the Expenses, (ii) Ravich: 33 1/3% of the Expenses. Any reimbursement from the Company regarding the Expenses paid pursuant to this Section 4 shall be split by Richmond and Ravich in proportion to the Expenses paid pursuant to this Section 4.

5. Each of the Parties hereto agrees that any Securities and Exchange Commission ("SEC") filing, press release, Company communication or shareholder communication proposed to be made or issued by the Committee or any member of the Committee in connection with the Committee's activities shall be as directed jointly by all the members of the Committee, and each member of the Committee shall be provided written notice of and a reasonable opportunity to review and comment upon any SEC filing, press release, Company communication, shareholder communication, or any proposed agreement or negotiating position with respect to the Company. The Parties hereby agree to work in good faith to resolve any disagreement that may arise between or among any of the members of the Committee concerning decisions to be made, actions to be taken or statements to be made in connection with the Committee's activities. Should any disagreement arise that cannot be resolved between any of the members of the Committee concerning decisions to be made or actions to be taken or statements to be made in connection with the Committee's activities, any dissatisfied member shall have a 24-hour opportunity to withdraw from the Committee prior to making further public or private communications on behalf of the Committee. In the absence of disagreement, all members of the Committee shall have joint discretion over the content and timing of public or private communications and negotiating positions taken on behalf of the Committee.

6. The relationship of the Parties hereto shall be limited to carrying on the business of the Committee in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Each Party agrees to use its reasonable efforts to avoid taking any action that may cause any other person or entity to be deemed to be a member of the Committee without the prior consent of each of the other Parties. Nothing herein shall restrict any Party's right to purchase or sell securities of the Company, as it deems appropriate, in its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this Agreement. The Parties acknowledge that any transactions made by Ravich must be made in accordance with the Company's insider trading policy.

7. The Parties acknowledge that Mr. Ravich is subject to certain policies and procedures in connection with his service as a director of the Company and the Parties to this Agreement agree that Mr. Ravich shall at all times act in accordance with those policies and procedures. The Parties acknowledge that Mr. Ravich owes fiduciary duties to the Company and its shareholders and Mr. Ravich agrees to act in accordance with such fiduciary duties. Mr. Ravich shall not provide any information to Richmond that is material non-public information, or confidential with respect to the Company, and Richmond expressly refuses to receive such information from Mr. Ravich.

8. Ravich acknowledges that Richmond is a significant investor in the Company and Ravich agrees that Richmond may pursue plans or proposals concerning its investment in the Company separate and apart from the Committee and without the involvement of Ravich. Richmond shall be under no obligation to provide information to Ravich regarding any such plans or proposals, which Richmond may develop independent of Ravich. Richmond acknowledges that certain Schedule 13D disclosure obligations may be triggered depending on the nature of possible actions taken separate and apart from the Committee and Richmond agrees to comply with any such disclosure obligations.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties hereto consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

11. The Parties' rights and obligations under this Agreement (other than the rights and obligations set forth in Section 4 (solely with respect to Expenses incurred prior to the termination of the Agreement) and Section 10 which shall survive any termination of this Agreement) shall terminate immediately after the conclusion of the activities set forth in Section 3 or as otherwise agreed to by the Parties. Notwithstanding the foregoing, any Party hereto may terminate his/its obligations under this Agreement on 24 hours' written notice to all other Parties, with a copy by fax to Steve Wolosky at Olshan, Fax No. (212) 451-2222.

12. Each Party acknowledges that Olshan shall act as counsel for the Committee and each of Richmond and Ravich relating to their investment in the Company.

13. Each of the undersigned Parties hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Richmond Brothers, Inc.

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Chairman

RBI Private Investment I, LLC

By: RBI PI Manager, LLC
Manager

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Manager

RBI Private Investment II, LLC

By: RBI PI Manager, LLC
Manager

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Manager

By: RBI PI Manager, LLC

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Manager

By: Richmond Brothers 401(k) Profit Sharing Plan

By: /s/ David S. Richmond
Name: David S. Richmond
Title: Trustee

/s/ David S. Richmond
David S. Richmond

/s/ Matthew J. Curfman
Matthew J. Curfman

Norman J. Ravich Irrevocable Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

Alexander Coleman Ravich 1991 Irrevocable Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

Alyssa Danielle Ravich 1991 Irrevocable Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

Norman and Sally Ravich Family Trust

By: /s/ Mark H. Ravich
Name: Mark H. Ravich
Title: Trustee

/s/ Mark H. Ravich
Mark H. Ravich