

# **ROCKWELL MEDICAL, INC.**

Filed by

**RICHMOND BROTHERS, INC.**

## **FORM SC 13D/A**

(Amended Statement of Beneficial Ownership)

Filed 05/26/17

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. 5) <sup>1</sup>

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)

May 24, 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.

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<sup>1</sup> 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* ).

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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  5,142,047
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,142,047	
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)  9.9%	
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  41,495
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  41,495
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  41,495	
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  69,745
	9	SOLE DISPOSITIVE POWER  371,055
	10	SHARED DISPOSITIVE POWER  5,211,792
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,582,847	
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)  10.7%	
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  75,880
	9	SOLE DISPOSITIVE POWER  40,684
	10	SHARED DISPOSITIVE POWER  5,217,927
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,258,611	
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)  10.1%	
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. 5 to the Schedule 13D filed by the undersigned (“Amendment No. 5”). This Amendment No. 5 amends the Schedule 13D as specifically set forth herein.

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, the NJR Trust, the ACR Trust, the ADR Trust and the NSR Trust 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 5,142,047 Shares held by the Separately Managed Accounts is approximately \$30,504,016, 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 41,495 Shares owned directly by the RBI Plan is approximately \$281,440, 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 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 52,057,711 Shares outstanding as of April 28, 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 May 9, 2017.

A. Richmond Brothers

- (a) As of the close of business on May 25, 2017, 5,142,047 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 5,142,047 Shares held in the Separately Managed Accounts.

Percentage: Approximately 9.9%

- (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: 5,142,047  
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 since the filing of Amendment No. 4 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

B. RBI PI

- (a) As of the close of business on May 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 since the filing of Amendment No. 4 to the Schedule 13D.

C. RBI PII

- (a) As of the close of business on May 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 since the filing of Amendment No. 4 to the Schedule 13D.

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 since the filing of Amendment No. 4 to the Schedule 13D.

E. RBI Plan

- (a) As of the close of business on May 25, 2017, the RBI Plan beneficially owned 41,495 Shares.  
Percentage: Less than 1%
- (b)
  - 1. Sole power to vote or direct vote: 41,495
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 41,495
  - 4. Shared power to dispose or direct the disposition: 0
- (c) RBI Plan has not entered into any transactions in the securities of the Issuer since the filing of Amendment No. 4 to the Schedule 13D.

F. Mr. Richmond

- (a) As of the close of business on May 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) 5,142,047 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) 41,495 Shares owned by the RBI Plan.  
Percentage: Approximately 10.7%
- (b)
  - 1. Sole power to vote or direct vote: 371,055
  - 2. Shared power to vote or direct vote: 69,745
  - 3. Sole power to dispose or direct the disposition: 371,055
  - 4. Shared power to dispose or direct the disposition: 5,211,792
- (c) Mr. Richmond has not entered into any transactions in the securities of the Issuer since the filing of Amendment No. 4 to the Schedule 13D. The transactions in the securities of the Issuer through the Separately Managed Accounts are set forth in Schedule A and are incorporated herein by reference.

G. Mr. Curfman

- (a) As of the close of business on May 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) 5,142,047 Shares held in the Separately Managed Accounts and (ii) 41,495 Shares owned by the RBI Plan.  
Percentage: Approximately 10.1%

- (b)
  - 1. Sole power to vote or direct vote: 40,684
  - 2. Shared power to vote or direct vote: 75,880
  - 3. Sole power to dispose or direct the disposition: 40,684
  - 4. Shared power to dispose or direct the disposition: 5,217,927
- (c) Mr. Curfman has not entered into any transactions in the securities of the Issuer since the filing of Amendment No. 4 to the Schedule 13D. The transactions in the securities of the Issuer through the Separately Managed Accounts since the filing of Amendment No. 4 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

H. NJR Trust

- (a) As of the close of business on May 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 since the filing of Amendment No. 4 to the Schedule 13D.

I. NSR Trust

- (a) As of the close of business on May 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 transactions in the securities of the Issuer by the NSR Trust since the filing of Amendment No. 4 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

J. ACR Trust

- (a) As of the close of business on May 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 since the filing of Amendment No. 4 to the Schedule 13D.

K. ADR Trust

- (a) As of the close of business on May 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 since the filing of Amendment No. 4 to the Schedule 13D.

L. Mr. Ravich

- (a) As of the close of business on May 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) The transactions in the securities of the Issuer by Mr. Ravich and on behalf of the NSR Trust since the filing of Amendment No. 4 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

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:

The Reporting Persons were advised by Jay F. Joliat that the Issuer threatened to continue to pursue the Michigan Action (as defined in Amendment No. 2 to the Schedule 13D) and other possible claims against Mr. Joliat unless he agreed to vote his Shares in accordance with the Issuer's recommendations at the 2017 annual meeting of shareholders (the "Annual Meeting").

The Reporting Persons believe that Mr. Joliat should be free to vote his Shares in the manner of his choice without fear of litigation from the Issuer. Accordingly, on May 24, 2017, Richmond Brothers and Mr. Ravich (together, the "Indemnitors") entered into an indemnification agreement (the "Indemnification Agreement") with Mr. Joliat. Pursuant to the Indemnification Agreement, the Indemnitors agreed (i) to indemnify Mr. Joliat from the attorney's fees incurred by him beginning on June 1, 2017 (the date of the Annual Meeting) in connection with the Michigan Action and any additional claims related thereto that are brought by the Issuer, and (ii) to the extent that the Eastern District of Michigan determines that Mr. Joliat was a member of a "group" with the Indemnitors for purposes of the Exchange Act, the Indemnitors shall also indemnify him for his attorney's fees incurred prior to June 1, 2017, in an amount not to exceed \$25,000 in the aggregate, in connection with the Michigan Action. The Indemnitors' obligations set forth in the Indemnification Agreement terminate on the earliest to occur of (a) the date the Michigan Action is dismissed or (b) the date the parties agree in writing to terminate the agreement; provided, however, in the event that Mr. Joliat votes his Shares in accordance with the Issuer's recommendation with respect to the election of directors at the Annual Meeting, or if he abstains from voting for any nominee, the Indemnitors shall have no obligation to indemnify him.

The Indemnification Agreement further provides that Mr. Joliat retains absolute discretion with respect to the voting of his Shares and nothing in the Indemnification Agreement constitutes an agreement by Mr. Joliat to vote his Shares in a particular manner. For the avoidance of doubt, the Indemnitors each acknowledge that Mr. Joliat may vote his Shares for the Issuer's nominee at the Annual Meeting. The foregoing description of the Indemnification Agreement is qualified in its entirety by reference to the Indemnification Agreement, which is attached as Exhibit 99.1 hereto 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 Indemnification Agreement, dated May 24, 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: May 26, 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 Since the filing of Amendment No. 4 to the Schedule 13D**

<u>Nature of Transaction</u>	<u>Securities Purchased/(Sold)</u>	<u>Price per Share (\$)</u>	<u>Date of Purchase / Sale</u>
<b><u>RICHMOND BROTHERS, INC.</u></b>			
<b><u>( Through the Separately Managed Accounts )</u></b>			
Purchase of Common Stock	131	7.6685	05/05/2017
Purchase of Common Stock	400	7.5005	05/05/2017
Purchase of Common Stock	406	7.4364	05/08/2017
Sale of Common Stock *	(614)	*	05/08/2017
Purchase of Common Stock	301	7.2890	05/10/2017
Sale of Common Stock	(236)	7.1307	05/10/2017
Sale of Common Stock	(95)	7.1407	05/10/2017
Sale of Common Stock *	(1,825)	*	05/10/2017
Purchase of Common Stock	303	6.6333	05/15/2017
Purchase of Common Stock	752	6.6440	05/15/2017
Purchase of Common Stock	451	6.6783	05/16/2017
Purchase of Common Stock	1,527	6.5306	05/17/2017
Purchase of Common Stock	44	6.8088	05/19/2017
Sale of Common Stock	(69)	7.3019	05/25/2017

**MARK H. RAVICH**

Purchase of Common Stock #	30,000	6.0000	05/19/2017
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**NORMAN AND SALLY RAVICH FAMILY TRUST**

Purchase of Common Stock #	10,000	6.0000	05/19/2017
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\* Relationship with separately managed account terminated.

# Represents a purchase of Shares in connection with the exercise of certain exchange-listed call options.

**INDEMNIFICATION AGREEMENT**

**THIS INDEMNIFICATION AGREEMENT** (the “Agreement”) is made and entered into as of May 24, 2017, by and among Richmond Brothers, Inc., a Michigan corporation (“RB Inc.”), Mark H. Ravich (together with RB Inc., “Indemnitors”) and Jay F. Joliat (“Indemnitee” and together with Indemnitors, each a “Party” and collectively, the “Parties”).

**RECITALS:**

**WHEREAS**, the Parties and certain other shareholders of Rockwell Medical, Inc., a Michigan corporation (“Rockwell”), have been named as defendants in a lawsuit filed by Rockwell in the Eastern District of Michigan (the “Court”) on March 8, 2017 alleging violations of Sections 13(d) and (g), 15 U.S.C. §78m, of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules promulgated thereunder (the “Michigan Action”);

**WHEREAS**, the Parties believe the allegations in the Michigan Action are without merit;

**WHEREAS**, Rockwell has threatened to continue to pursue the Michigan Action and other possible claims against Indemnitee unless Indemnitee agrees to vote his shares of Rockwell common stock (“Rockwell Shares”) in accordance with Rockwell’s recommendations at Rockwell’s 2017 annual meeting of shareholders (the “Annual Meeting”);

**WHEREAS**, Indemnitee desires to vote his Rockwell Shares in the manner of his choice without fear that doing so will require him to bear legal fees to defend litigation from Rockwell;

**WHEREAS**, based on the information available to Indemnitee as of the date hereof, absent the threat of litigation from Rockwell, Indemnitee desires to vote his Rockwell Shares contrary to Rockwell’s recommendations at the Annual Meeting; and

**WHEREAS**, Indemnitors believe that Indemnitee should be free to vote his Rockwell Shares in the manner of his choice without fear of litigation from Rockwell.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Indemnification**. Indemnitors agree (i) to jointly and severally indemnify Indemnitee from the attorney’s fees incurred by Indemnitee beginning on June 1, 2017 (the date of the Annual Meeting) in connection with the Michigan Action and any additional claims related thereto that are brought by Rockwell, and (ii) to the extent that the Court determines that Indemnitee was a member of a “group” with Indemnitors for purposes of the Exchange Act, Indemnitors shall also indemnify Indemnitee from the attorney’s fees incurred by Indemnitee prior to June 1, 2017, in an amount not to exceed \$25,000 in the aggregate, in connection with the Michigan Action (collectively, “Expenses”). For the avoidance of doubt, Indemnitors shall be solely responsible for Indemnitee’s legal fees in accordance with this Agreement. In the event that a court of competent jurisdiction awards damages, Indemnitors shall not be liable to reimburse such damages. Indemnitee shall provide prompt notice of any claim asserted against him that is covered by this Agreement and shall cooperate with Indemnitors in responding to any claim. Indemnitors shall be entitled to participate in any efforts to settle or compromise any claim. In the event that Indemnitors obtain a settlement proposal that is acceptable to Indemnitors and which resolves the claim in full without any payment or contribution by Indemnitee, Indemnitee shall be free to reject such a settlement but such a rejection shall end Indemnitors’ obligations hereunder.



2. Advance Payment. Expenses incurred by Indemnitee shall be paid by Indemnitors within thirty (30) days of Indemnitors' receipt of any invoice for such Expenses.

3. Term. All obligations of Indemnitors contained herein shall continue from the date hereof until the earliest to occur of (a) the date the Michigan Action is dismissed or (b) the date the Parties agree in writing to terminate this Agreement; provided, however, in the event that Indemnitee votes his Rockwell Shares in accordance with Rockwell's recommendation with respect to the election of directors at the Annual Meeting, or if he abstains from voting for any nominee, Indemnitors shall have no obligation to indemnify Indemnitee for Expenses or otherwise.

4. Voting of Rockwell Shares. Indemnitee retains absolute discretion with respect to the voting of his Rockwell Shares and nothing in this Agreement shall constitute an agreement by Indemnitee to vote his Rockwell Shares in a particular manner. For the avoidance of doubt, Indemnitors each acknowledge that Indemnitee may vote his Rockwell Shares for Rockwell's nominee at the Annual Meeting.

5. Enforcement. In the event Indemnitee is required to bring any action to enforce rights or to collect funds due under this Agreement and is successful in such action, Indemnitors shall reimburse Indemnitee for all of his expenses (including attorney's fees and disbursements) in bringing and pursuing such action.

6. Notices. Any invoice, notice, request or other communication required or desired hereunder must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon confirmation of receipt, when sent by email (provided such confirmation is not automatically generated); or (iii) one (1) business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses for such communications shall be:

Indemnitors:                   Richmond Brothers, Inc.  
  3568 Wildwood Avenue  
  Jackson, Michigan 49202  
  Attn: David S. Richmond  
  Email: [redacted]

  Mark H. Ravich  
  600 South Highway 169, Suite 1660  
  St. Louis Park, Minnesota 55426  
  Email: [redacted]

*With a copy (which shall not constitute notice) to:*

Olshan Frome Wolosky LLP  
1325 Avenue of the Americas  
New York, New York 10019  
Attn: Steve Wolosky/ Ryan Nebel  
Email: [redacted]

Indemnitee: Jay F. Joliat  
36801 Woodward Ave. Suite 301  
Birmingham, MI 48009  
Email: [redacted]

*With a copy (which shall not constitute notice) to:*

Dickinson Wright PLLC  
200 Ottawa Ave., N.W., Suite 1000  
Grand Rapids, Michigan 49503  
Attn: Edward P. Perdue  
Email: [redacted]

or to such other address as such Parties may specify by written notice to the other Parties.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

8. Waiver of Breach. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

9. Entire Agreement: Amendments. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

10. Assignment. This Agreement is personal in its nature and Indemnitee shall not assign or transfer this Agreement or any rights or obligations hereunder. Indemnitors may assign this Agreement to any of their respective affiliates, without the consent of Indemnitee, provided that Indemnitors shall guarantee any obligations due hereunder. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

11. Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter.

12. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

13. Severability. It is the intention of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under applicable law. Accordingly, if any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

14. Jurisdiction, Remedies Etc.

(a) Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Eastern District of Michigan, or if such court lacks jurisdiction, the Circuit Court of the State of Michigan in Oakland County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement. Each of the Parties hereto hereby irrevocably and unconditionally agrees that jurisdiction and venue in such courts would be proper, and hereby waive any objection that such courts are an improper or inconvenient forum. Each of the Parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any related agreement in any such courts. Each of the Parties hereto irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT.

15. Mutual Drafting. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

**IN WITNESS WHEREOF** , the undersigned have executed this Agreement as of the date first above written.

**INDEMNITORS:**

**RICHMOND BROTHERS, INC.**

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

/s/ Mark H. Ravich  
**MARK H. RAVICH**

**INDEMNITEE:**

/s/ Jay F. Joliat  
**JAY F. JOLIAT**