

ROCKWELL MEDICAL, INC.

Filed by
RICHMOND BROTHERS, INC.

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 11/27/17

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. 8) 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)

November 22, 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 type="checkbox"/> (b) <input checked="" 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 5,163,514
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,163,514	
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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 5,233,864
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,604,919	
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 type="checkbox"/> (b) <input checked="" 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 5,239,999
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,280,683	
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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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 type="checkbox"/> (b) <input checked="" 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. 8 to the Schedule 13D filed by the undersigned (“Amendment No. 8”). This Amendment No. 8 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended to add the following:

In connection with the Agreement, as defined and described in Item 4 below, the Reporting Persons executed a Termination of Joint Filing Agreement. In connection with the Termination of Joint Filing Agreement, which is attached as Exhibit 99.2 hereto and incorporated herein by reference, each of the undersigned to that certain Joint Filing Agreement, dated August 25, 2017, are no longer members of a Section 13(d) group, and Mr. Ravich and the Ravich Trusts (collectively, the “Ravich Parties”) shall cease to be Reporting Persons immediately after the filing of this Amendment No. 8 to the Schedule 13D. The remaining Reporting Persons (collectively, the “Richmond Parties”) will continue filing statements on Schedule 13D with respect to their beneficial ownership of securities of the Issuer to the extent required by applicable law. The Richmond Parties have entered into a Joint Filing Agreement, as further described in Item 6 below.

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 5,163,514 Shares held by the Separately Managed Accounts is approximately \$30,726,614, 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:

On November 22, 2017, the Reporting Persons entered into a settlement and standstill agreement (the “Agreement”) with the Issuer. Pursuant to the Agreement, the Issuer agreed to appoint, after reasonably consulting with the Richmond Parties, one additional member (the “Additional Director”) to its Board of Directors (the “Board”) no later than February 15, 2018. The Issuer also agreed to certain corporate governance changes, including that (i) John G. Cooper or the Additional Director shall be named as the Lead Independent Director no later than February 15, 2018, (ii) a new director (other than the current Chairperson) shall be named as Chairperson of the Governance and Nominating Committee no later than December 7, 2017 and (iii) the Board shall not increase in size beyond seven members during the Standstill Period (as defined below) without the approval of at least four Board members.

Pursuant to the Agreement, the Issuer and the Reporting Persons agreed to jointly submit to the United States District Court for the Eastern District of Michigan a stipulation seeking to voluntarily dismiss the action styled as *Rockwell Medical, Inc. v. Richmond Brothers, Inc., et al.*, Case No. 17-cv-10757 in its entirety and with prejudice. The Issuer and the Reporting Persons also agreed to a release of claims against one another for matters occurring prior to the date of the Agreement.

Pursuant to the Agreement, the Reporting Persons are subject to certain customary standstill restrictions from the date of the Agreement until the earlier to occur of (i) December 31, 2018 or (ii) thirty days prior to the deadline established pursuant to the Issuer’s Bylaws for the submission of shareholder nominations for directors at the 2019 annual meeting of shareholders (the “Standstill Period”); provided, however, that the Standstill Period shall terminate on February 15, 2018 in the event that the Additional Director is not appointed to the Board prior to such date. During the Standstill Period, the Reporting Persons also agreed to vote their Shares (i) in favor of the election of the directors nominated by the Board; (ii) against any proposals or resolutions to remove any member of the Board (unless supported by the Board); and (iii) in accordance with the Board’s recommendations for each and every other proposal by the Board subject to a shareholder vote at such meeting; provided, however, in the event that Institutional Shareholder Services Inc. (“ISS”) and Glass, Lewis & Co. (“Glass Lewis”) recommend otherwise with respect to any proposals (other than the election or removal of directors or a plan for equity-based compensation that is an Independent Director Approved Plan (as defined in the Agreement)), the Reporting Persons shall be permitted to vote in accordance with the ISS and Glass Lewis recommendation (with the Ravich Parties having the further requirement that Mr. Ravich must also have voted contrary to the Board’s recommendation at the applicable Board meeting); provided, further, that the Reporting Persons shall be permitted to vote in their sole discretion with respect to any publicly announced proposals relating to a merger, acquisition, disposition of all or substantially all of the assets of the Issuer or other business combination involving the Issuer requiring a vote of shareholders of the Issuer. During the Standstill Period, the Richmond Parties agreed not to acquire beneficial ownership over more than 12.0% of the outstanding Shares and the Ravich Parties agreed not to acquire beneficial ownership over more than 2.0% of the outstanding Shares.

During the Standstill Period, the Issuer and the Reporting Persons have also mutually agreed not to publicly criticize, disparage, call into disrepute, or otherwise defame or slander one another.

The foregoing description of the Agreement is qualified in its entirety by reference to the Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

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 51,761,040 Shares outstanding as of October 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 November 8, 2017.

A. Richmond Brothers

- (a) As of the close of business on November 24, 2017, 5,163,514 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 5,163,514 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: 5,163,514
 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 November 24, 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 November 24, 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 November 24, 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 RBI Plan has not entered into any transactions in the securities of the Issuer during the past sixty days.

F. Mr. Richmond

- (a) As of the close of business on November 24, 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) 5,163,514 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: 5,233,864

(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 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 November 24, 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) 5,163,514 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: 5,239,999

(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 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 November 24, 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 November 24, 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 November 24, 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 November 24, 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 November 24, 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.

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 Securities Exchange Act of 1934, as amended, 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 November 22, 2017, the Reporting Persons and the Issuer entered into the Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On November 22, 2017, the Reporting Persons terminated that certain Joint Filing Agreement, dated August 25, 2017. A copy of the Termination of Joint Filing Agreement is attached as Exhibit 99.2 hereto and is incorporated herein by reference.

On November 27, 2017, the Richmond Parties entered into a Joint Filing Agreement pursuant to which they agreed to 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. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

- 99.1 Settlement and Standstill Agreement, dated November 22, 2017.
- 99.2 Termination of Joint Filing Agreement, dated November 22, 2017.
- 99.3 Joint Filing Agreement, dated November 27, 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: November 27, 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	(871)	7.5176	09/25/2017
Sale of Common Stock	(144)	7.5300	09/25/2017
Sale of Common Stock	(774)	7.7526	09/26/2017
Sale of Common Stock	(922)	7.7686	09/26/2017
Sale of Common Stock	(398)	7.7525	09/26/2017
Sale of Common Stock	(6)	7.7200	09/27/2017
Sale of Common Stock	(398)	7.8467	09/27/2017
Sale of Common Stock	(65)	7.7200	09/27/2017
Sale of Common Stock	(118)	8.5603	09/28/2017
Sale of Common Stock	(558)	8.3201	09/28/2017
Purchase of Common Stock	594	8.4346	09/28/2017
Purchase of Common Stock	595	8.4107	09/28/2017
Sale of Common Stock	(106)	8.5800	09/28/2017
Purchase of Common Stock	615	8.1201	10/03/2017
Sale of Common Stock	(7)	7.8700	10/04/2017
Purchase of Common Stock	256	7.8133	10/05/2017
Sale of Common Stock	(202)	7.4000	10/09/2017
Purchase of Common Stock	281	7.1250	10/11/2017
Purchase of Common Stock	421	7.1646	10/13/2017
Purchase of Common Stock	424	7.0607	10/16/2017
Purchase of Common Stock	144	6.9676	10/18/2017
Purchase of Common Stock	407	7.3600	10/20/2017
Sale of Common Stock	(130)	6.9200	10/23/2017
Sale of Common Stock	(72)	7.0779	10/23/2017
Purchase of Common Stock	282	7.1078	10/23/2017
Sale of Common Stock	(68)	7.0879	10/23/2017
Sale of Common Stock	(10)	7.1289	10/23/2017
Sale of Common Stock	(86)	7.0616	10/23/2017
Purchase of Common Stock	458	6.5200	10/24/2017
Sale of Common Stock	(112)	6.6800	10/24/2017
Purchase of Common Stock	318	6.2810	10/25/2017
Purchase of Common Stock	331	6.0375	10/27/2017
Sale of Common Stock	(199)	6.1045	10/30/2017
Sale of Common Stock	(17)	6.0018	10/30/2017
Purchase of Common Stock	1,301	6.1400	10/31/2017
Sale of Common Stock	(79)	6.0531	10/31/2017
Sale of Common Stock	(4)	6.0500	10/31/2017
Purchase of Common Stock	861	5.7733	11/06/2017
Sale of Common Stock	(250)	5.6932	11/06/2017
Purchase of Common Stock	356	5.6284	11/07/2017

CUSIP NO. 774374102

Purchase of Common Stock	359	5.5798	11/07/2017
Purchase of Common Stock	1,385	5.7890	11/08/2017
Purchase of Common Stock	355	5.6200	11/08/2017
Purchase of Common Stock	181	5.5115	11/08/2017
Purchase of Common Stock	319	6.2704	11/13/2017
Purchase of Common Stock	159	6.2921	11/15/2017
Purchase of Common Stock	152	6.5600	11/16/2017
Purchase of Common Stock	152	6.5622	11/16/2017
Sale of Common Stock	(24)	6.4079	11/20/2017
Purchase of Common Stock	303	6.6104	11/21/2017
Purchase of Common Stock	303	6.5939	11/21/2017
Purchase of Common Stock	303	6.5889	11/21/2017
Sale of Common Stock	(19)	6.5614	11/21/2017
Sale of Common Stock	(185)	6.5799	11/21/2017
Sale of Common Stock	(73)	6.5564	11/22/2017
Sale of Common Stock	(3)	6.5445	11/22/2017
Sale of Common Stock	(71)	6.5719	11/22/2017
Sale of Common Stock	(20)	6.5723	11/22/2017

SETTLEMENT AND STANDSTILL AGREEMENT

This Settlement and Standstill Agreement (the “Agreement”), dated November 22, 2017, is entered into by and between Rockwell Medical, Inc. (“Rockwell” or the “Company”), on the one hand, and the persons identified on Appendix A as the “Richmond Group” and the “Ravich Group,” on the other.

WHEREAS, the Company has filed an action in the United States District Court for the Eastern District of Michigan styled as *Rockwell Medical, Inc. v. Richmond Brothers, Inc., et al.*, Case No. 17-cv-10757 (the “Litigation”), which names the Richmond Group and the Ravich Group as defendants;

WHEREAS, in the Litigation, Mark H. Ravich (“Ravich”) has asserted counterclaims against the Company and certain other third-party relief defendants;

WHEREAS, Rockwell and the Richmond Group and the Ravich Group desire to resolve the claims in the Litigation;

WHEREAS, certain members of the Richmond Group and the Ravich Group nominated Ravich to be elected to Rockwell’s Board of Directors (the “Board”) at its Annual Meeting of Shareholders held on June 1, 2017 (the “2017 Annual Meeting”), at which time Ravich was elected to the Board in opposition to Rockwell’s candidate;

WHEREAS, the Richmond Group and the Ravich Group entered into a Joint Filing Agreement dated August 25, 2017 (the “Shareholder Group Agreement”), wherein they agreed, among other things, to seek to elect new directors to the Board at the 2018 Annual Meeting of the Shareholders of the Company (the “2018 Annual Meeting”);

WHEREAS, for the duration of the Covered Period (as defined below), and subject to certain carve-outs described herein, the Richmond Group and the Ravich Group have agreed to support the recommendations and nominations of the Company in connection with any meeting of shareholders, including the 2018 Annual Meeting, and to terminate the Shareholder Group Agreement;

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Release.

a. Rockwell hereby releases and forever discharges any and all actual, threatened or potential claims, causes of action, demands, rights, requests for injunctive or other equitable relief, or damages that it may have as against the Richmond Group and the Ravich Group, or any of their respective affiliates, insurers, predecessors and successors, directors, officers, agents or employees, including those arising out of or in any way related to the Litigation (the “Company Released Claims”). This release is intended to forever discharge, compromise and waive any Company Released Claim, known or unknown, based on any matter, cause or thing occurring prior to the date of this Agreement.

b. The Richmond Group hereby releases and forever discharges any and all actual, threatened or potential claims, causes of action, rights, demands, for injunctive or other equitable relief, or damages that it may have as against the Company, or any of its affiliates, insurers, predecessors and successors, directors, officers, agents, or employees (“Richmond Group Released Claims”). This release is intended to forever discharge, compromise and waive any Richmond Group Released Claim, known or unknown, based on any matter, cause or thing occurring prior to the date of this Agreement.

c. The Ravich Group hereby releases and forever discharges any and all actual, threatened or potential claims, causes of action, rights, demands, req injunctive or other equitable relief, or damages that it may have as against the Company, or any of its affiliates, insurers, predecessors and successors, directors, officers, agents, or employees (“Ravich Group Released Claims”). This release is intended to forever discharge, compromise and waive any Ravich Group Released Claim, known or unknown, based on any matter, cause or thing occurring prior to the date of this Agreement.

d. The parties agree that within three (3) business days of the execution of this Agreement, they will jointly submit to the court a stipulation seeking voluntarily dismiss the Litigation in its entirety and with prejudice.

e. Nothing in this Agreement is intended or should be construed to release, waive, compromise or discharge any obligation of the parties to this Agr to perform pursuant to this Agreement.

2. Reimbursement of Expenses.

The Company agrees to reimburse the Richmond Group and the Ravich Group for their bona fide and reasonably documented, third-party expenses (not including any success fees or bonuses) as actually incurred in connection with the Litigation and/or the proxy contest by the Richmond Group and the Ravich Group related to the 2017 Annual Meeting, in an aggregate amount not to exceed \$895,000.00. The Company agrees to remit such reimbursement within five (5) business days of receiving the request therefor.

3. Voting and Standstill.

a. Subject to paragraph 4.a. of this Agreement, for the period beginning from the date of this Agreement through and including the earlier to occur o December 31, 2018 or thirty (30) days prior to the deadline established pursuant to Rockwell’s Bylaws for the submission of shareholder nominations for directors at the 2019 Annual Meeting of Shareholders of the Company (the “Covered Period”), both the Richmond Group and the Ravich Group agree to cause any securities of the Company or any securities convertible or exchangeable into or exercisable for any such securities (collectively, “securities of the Company”), that any of them beneficially owns, directly or indirectly, to be present for quorum purposes and to be voted at any meeting of shareholders (including the 2018 Annual Meeting), including any adjournments or postponements thereof, and to consent in connection with any action by consent in lieu of a meeting, as follows: (i) in favor of each director nominated and recommended by the Board for election at such meeting; (ii) against any proposals or resolutions to remove any member of the Board (unless supported by the Board); and (iii) in accordance with the Board’s recommendations for each and every other proposal by the Board subject to a shareholder vote at such meeting (subject to the carve-outs set forth in subparagraphs 3.c. and 3.e., below);

b. During the Covered Period, to the extent that Richmond Brothers, Inc. (“RBI”) and/or David S. Richmond (“Richmond”) do not have the legal authority to vote any of the securities of the Company owned by the clients of RBI, both RBI and Richmond agree that they will recommend to those clients of RBI that they vote such securities of the Company in a manner consistent with the Board on all items subject to a shareholder vote, including at the 2018 Annual Meeting; provided, however, that the obligations of this subparagraph are subject to the same carve-outs set forth in subparagraphs 3.c. and 3.e., below;

c. Notwithstanding the provisions in subparagraph 3.a.(iii), above, in the event that Institutional Shareholder Services Inc. (“ISS”) and Glass, Lewis (“Glass Lewis”) recommend otherwise with respect to any proposals (other than the election or removal of directors or a plan for equity-based compensation that is an Independent Director Approved Plan, as defined below), the Richmond Group and the Ravich Group shall be permitted to vote in accordance with the ISS and Glass Lewis recommendation; provided, however, that the Ravich Group shall be permitted to vote contrary to the Board’s recommendation pursuant to this subparagraph only to the extent that Ravich voted contrary to the Board’s recommendation during a Board meeting regarding the same issue;

d. For purposes of subparagraph 3.c., above, an equity compensation plan shall be deemed to be an “Independent Director Approved Plan” if it: (i) is approved by a majority of the independent directors; (ii) does not contain an “evergreen” provision; (iii) limits the number of shares granted in any calendar year to less than three percent (3%) of the outstanding common stock of the Company; and (iv) includes common stock representing no more than six percent (6%) of the outstanding common stock of the Company on a *pro forma* basis; provided further that the Company agrees that any award grants issued pursuant to an Independent Director Approved Plan must be approved by a majority of the Board;

e. Notwithstanding the provisions in subparagraph 3.a.(iii), above, the Richmond Group and the Ravich Group shall be permitted to vote in their sole discretion with respect to any publicly announced proposals relating to a merger, acquisition, disposition of all or substantially all of the assets of Rockwell or other business combination involving Rockwell requiring a vote of shareholders of Rockwell;

f. During the Covered Period (unless specifically otherwise requested in writing by the Company, acting through a resolution of a majority of the Company's directors), the Richmond Group and the Ravich Group shall not, directly or indirectly, in any manner, alone or in concert with others:

i. make, engage in, or in any way participate in, directly or indirectly, any "*solicitation*" or "*proxies*" (as such terms are defined in or use the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Regulation 14A thereunder) or consents to vote, or seek to advise, encourage or influence (including, for the avoidance of doubt, by encouraging or participating in any "withhold" or similar campaign) any person with respect to the voting of any securities of the Company with respect to the election or removal of directors or shareholder proposals, or become a "*participant*" (as such term is defined in or used under the Exchange Act and Regulation 14A thereunder) in any contested solicitation for the election of directors with respect to the Company (other than a solicitation or acting as a participant in support of all of the nominees of the Board at any shareholder meeting) or make, be the proponent of or cause any person to initiate any shareholder proposal pursuant to Rule 14a-8 under the Exchange Act, the Company's Bylaws or otherwise;

ii. form, join, encourage, influence, advise or in any way participate in any group (within the meaning of Section 13(d)(3) under the Exchange Act) with any person with respect to any securities of the Company (except that (i) the members of the Richmond Group may be a group solely with the other members of the Richmond Group and their affiliates and associates and (ii) the members of the Ravich Group may be a group solely with the other members of the Ravich Group and their affiliates and associates) or otherwise in any manner agree, attempt, seek or propose to deposit any securities of the Company in any voting trust or similar arrangement, or subject any securities of the Company to any arrangement or agreement with respect to the voting thereof;

iii. consciously work in parallel, or otherwise participate in a joint activity or course of action, with any person (other than the Company or its officers or directors) toward acquiring control or otherwise exercising a controlling influence over the management and policies of the Company, whether or not pursuant to an express agreement;

iv. effect or seek to effect, offer or propose to effect, cause or participate in, or in any way assist or facilitate any other person to effect or seek to effect or participate in, any tender or exchange offer, merger, consolidation, acquisition, scheme, arrangement, business combination, recapitalization, reorganization, sale or acquisition of assets, liquidation, dissolution or other extraordinary transaction involving the Company or any of its subsidiaries or any of their respective securities (each, an "Extraordinary Transaction"), or make any public statement with respect to an Extraordinary Transaction; provided, however, that this clause shall not preclude the tender by the Richmond Group or the Ravich Group of any securities of the Company into any tender or exchange offer, or vote with respect to any Extraordinary Transaction in their sole discretion;

v. (i) call, seek to call or request the call of any meeting of shareholders, including by written consent, (ii) seek representation on, or nomin candidate to, the Board (other than in accordance with subparagraph 4.a. of this Agreement), (iii) seek the removal of any member of the Board, (iv) solicit consents from shareholders or otherwise act or seek to act by written consent, (v) conduct a referendum of shareholders, or (vi) make a request for any shareholder list or other books and records of the Company, whether pursuant to state law, the Company's Bylaws or otherwise (other than a request by Ravich in his capacity as a member of the Board);

vi. initiate, encourage or participate in any litigation against the Company or any of its subsidiaries or their respective directors or officers, c derivative litigation on behalf of the Company, except for (A) litigation to enforce the provisions of this Agreement, (B) counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its affiliates against the Richmond Group or the Ravich Group, and (C) the exercise of statutory appraisal rights; provided, that the foregoing shall not prevent any member of the Richmond Group or the Ravich Group from responding to or complying with a validly issued legal process;

vii. take any action in support of or make any proposal or request that constitutes: (A) advising, controlling, changing or influencing the Boa management of the Company, including any plans or proposals to change the number or term of directors, the removal of any directors, or to fill any vacancies on the Board (other than in accordance with subparagraph 4.a. of this Agreement), (B) any material change in the capitalization, stock repurchase programs and practices or dividend of the Company, (C) any other material change in the Company's management, business or corporate structure, (D) seeking to have the Company waive or make amendments or modifications to the Company's Articles of Incorporation or Bylaws, or other actions that may impede or facilitate the acquisition of control of the Company by any person, (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange, or (F) causing a class of securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

viii. purchase, on their behalf or on behalf of any of their clients or affiliates, any additional shares of Rockwell; provided that the foregoing s restrict (i) the Richmond Group from purchasing or acquiring beneficial ownership over up to twelve percent (12.0%) of the outstanding shares of common stock or (ii) the Ravich Group from purchasing or acquiring beneficial ownership over up to two percent (2.0%) of the outstanding shares of common stock;

ix. make any request or submit any proposal to amend the terms of this Agreement other than through non-public communications with Rockwell that would not be reasonably determined to trigger public disclosure obligations for any party;

x. make any public disclosure, announcement or statement regarding any intent, purpose, plan or proposal with respect to the Board, the Company or any subsidiary of the Company, the Company's officers or directors, policies or affairs, any securities of the Company, the Company's assets or this Agreement that is inconsistent with the provisions of this Agreement; or

xi. make any public statements or speak "off the record" or "on background" with any member of the media regarding Rockwell (or its officers or directors) or make any private statements that are disparaging of Rockwell or its then or past executives, directors or affiliates; provided that the foregoing shall not restrict statements of support.

For the avoidance of doubt, nothing in subparagraph 3.f. or elsewhere in this Agreement shall prohibit or restrict Ravich from exercising his rights and fiduciary duties as a director of Rockwell, including, but not limited to, (1) taking any action or making any statement at any meeting of the Board or of any committee thereof or (2) making any statement to the Chief Executive Officer, the Chief Financial Officer or any other director or officer of Rockwell in his capacity as a director.

For purposes of this Agreement the terms "person" or "persons" shall mean any individual, corporation (including any not-for-profit corporation), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature.

4. Board of Directors.

a. After reasonably consulting with the Richmond Group, Rockwell will add one additional member to its Board by February 15, 2018. The individual selected as the additional director, or any other vacancy arising before the appointment of the additional director, must be approved by at least four (4) Board members; provided, however, in the event that the size of the Board is reduced to four (4) or fewer directors prior to February 15, 2018 due to the departure of two (2) or more incumbent directors, then any vacancy arising before the appointment of the additional director may be filled by an affirmative vote of a majority of the directors then in office. Notwithstanding anything in this Agreement to the contrary, if the additional director is not added to the Board by February 15, 2018, the Covered Period shall terminate on February 15, 2018 and, notwithstanding any contrary provision of the Bylaws, the Richmond Group may nominate directors to the Board for the 2018 Annual Meeting by February 28, 2018 and such notice shall be deemed timely; provided further, however, that if no additional director is added to the Board by January 15, 2018, nothing in this Agreement shall prevent the Richmond Group from taking actions in furtherance of identifying director candidates in connection with the 2018 Annual Meeting so long as such actions do not create a public disclosure obligation for the Richmond Group or Rockwell and are undertaken on a basis reasonably designed to be confidential.

- b. John G. Cooper or the additional director referenced in subparagraph 4.a., above, shall be named as Lead Independent Director no later than February 7, 2018.
- c. A new director (other than the current Chairperson) shall be named as Chairperson of the Governance and Nominating Committee no later than December 7, 2017.
- d. The Board shall not increase in size beyond seven (7) members during the Covered Period without the approval of at least four (4) Board members.

5. Representations.

a. The Company represents and warrants as follows: (a) the Company has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the right of creditors and subject to general equity principles.

b. The members of the Richmond Group and the Ravich Group represent and warrant as follows: (a) such parties have the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and (b) this Agreement has been duly and validly authorized, executed and delivered by such parties, constitutes a valid and binding obligation and agreement of such parties and is enforceable against such parties in accordance with its terms except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the right of creditors and subject to general equity principles.

6. Mutual Non-Disparagement.

a. Subject to applicable law, each of the parties covenants and agrees that, during the Covered Period, or, if earlier, until such time as the other party of its agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors shall have breached this subparagraph 6.a., neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, shall in any way publicly criticize, disparage, call into disrepute, or otherwise defame or slander the other parties or such other parties' agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, in any manner that would reasonably be expected to damage the business or reputation of such other parties, their businesses, products or services or that of their agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors. Nothing in this subparagraph 6.a. shall limit the ability of any director of the Company to act in accordance with his or her fiduciary duties or otherwise in accordance with applicable law.

b. Neither the Company nor the Richmond Group or the Ravich Group will issue a press release or public announcement regarding this Agreement; provided, however, that: (i) the Company may file a Form 8-K disclosing and attaching the Agreement; and, (ii) the Richmond Group and the Ravich Group may file an Amended Schedule 13D disclosing and attaching the Agreement.

7. Specific Performance; Forum; Choice of Law.

The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that such damage would not be adequately compensable in monetary damages. Accordingly, the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the United States District Court for the Eastern District of Michigan located in Detroit, or the courts of the State of Michigan located in Wayne County (collectively, the "Michigan Courts"), in addition to any other remedies at law or in equity, and each party agrees it will not take any action, directly or indirectly, in opposition to the party seeking relief on the grounds that any other remedy or relief is available at law or in equity. Each of the parties hereto agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms of this Agreement by way of equitable relief. Furthermore, each of the parties hereto irrevocably (a) consents to submit itself to the personal jurisdiction of the Michigan Courts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Michigan Courts, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Michigan Courts, (d) waives the right to trial by jury, and (e) consents to service of process by the United States Postal Service or a reputable overnight mail delivery service, in each case, signature requested, to the address set forth in paragraph 9 of this Agreement or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING WITH RESPECT TO VALIDITY, INTERPRETATION, EFFECT AND ENFORCEMENT, BY THE LAWS OF THE STATE OF MICHIGAN WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

8. Entire Agreement: Amendment.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may be amended only by an agreement in writing executed by the parties hereto, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver or consent is to be effective. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. Notices.

All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email address, if any, set forth below and appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this paragraph 9:

If to the Company:

Rockwell Medical, Inc.
30142 Wixom Road
Wixom, Michigan 48393
Attn: Chief Executive Officer
Chief Operations Officer

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

Foley & Lardner, LLP
321 North Clark Street
Suite 2800
Chicago, Illinois 60654-5313
Attn: Phillip M. Goldberg
Dean M. Jeske

If to the Richmond Group:

Richmond Brothers, Inc.
3568 Wildwood Ave.
Jackson, Michigan 49202
Attn: David Richmond

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

Olshan Frome Wolosky LLP
1325 Ave. of the Americas
New York, NY 10019
Attn: Thomas J. Fleming
Ryan P. Nebel

If to the Ravich Group:

Mark Ravich
600 South Highway 169
Suite 1660
St. Louis Park, MN 55426

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

Olshan Frome Wolosky LLP
1325 Ave. of the Americas
New York, NY 10019
Attn: Thomas J. Fleming
Ryan P. Nebel

1. Severability. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.
2. Counterparts. This Agreement may be executed in two or more counterparts either manually or by electronic or digital signature (including by facsimile or email transmission), each of which shall be deemed to be an original and all of which together shall constitute a single binding agreement on the parties, notwithstanding that not all parties are signatories to the same counterpart.
3. Expenses. Except as provided in paragraph 2 of this Agreement, each party shall be responsible for its own fees and expenses in connection with the negotiation and execution of this Agreement and the matters related thereto.
4. No Third Party Beneficiaries; Assignment. This Agreement is solely for the benefit of the parties hereto and is not binding upon or enforceable by any other persons. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party.

[Signature Pages to the Settlement And Standstill Agreement Follow]

By: /s/ Robert Chioini

Name: Robert Chioini

Title: CEO

ACKNOWLEDGED AND ACCEPTED:

RICHMOND BROTHERS, INC.

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Chairman

RBI PRIVATE INVESTMENT I, LLC

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Manager of its Manager

RBI PRIVATE INVESTMENT II, LLC

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Manager of its Manager

RBI MANAGER, LLC

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Manager

RICHMOND BROTHERS 401(k) PROFIT SHARING PLAN

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Trustee

MATTHEW J. CURFMAN

By: /s/ Matthew J. Curfman

DAVID S. RICHMOND

By: /s/ David S. Richmond

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

MARK H. RAVICH

By: /s/ Mark H. Ravich

APPENDIX A

For purposes of this Settlement and Standstill Agreement, the “Richmond Group” includes:

1. Richmond Brothers, Inc.
2. RBI Private Investment I, LLC
3. RBI Private Investment II, LLC
4. RBI Manager, LLC
5. Richmond Brothers 401(k) Profit Sharing Plan
6. Matthew J. Curfman
7. David S. Richmond

For purposes of this Settlement and Standstill Agreement, the “Ravich Group” includes:

1. Norman J. Ravich Irrevocable Trust
2. Alexander Coleman Ravich 1991 Irrevocable Trust
3. Alyssa Danielle Ravich 1991 Irrevocable Trust
4. Norman and Sally Ravich Family Trust
5. Mark H. Ravich

TERMINATION OF JOINT FILING AGREEMENT

November 22, 2017

Each of the undersigned is a party to that certain Joint Filing Agreement, dated August 25, 2017 (the "Joint Filing Agreement"). Each of the undersigned hereby agrees that the Joint Filing Agreement is terminated effective immediately.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Joint Filing 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

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the common stock, no par value per share, of Rockwell Medical, Inc., a Michigan corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: November 27, 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