

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. 9)<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  
RYAN NEBEL  
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)

February 27, 2018  
(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  5,147,392
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,147,392	
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  42,100
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  42,100
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  42,100	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 1%	
14	TYPE OF REPORTING PERSON  EP	

1	NAME OF REPORTING PERSON  David S. Richmond	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  371,019
	8	SHARED VOTING POWER  70,350
	9	SOLE DISPOSITIVE POWER  371,019
	10	SHARED DISPOSITIVE POWER  5,217,742
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,588,761	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.8%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Matthew J. Curfman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  40,684
	8	SHARED VOTING POWER  76,485
	9	SOLE DISPOSITIVE POWER  40,684
	10	SHARED DISPOSITIVE POWER  5,223,877
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,264,561	
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  Lisa Colleran	
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	
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  - 0 -
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  - 0 -	
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)  0%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Benjamin Wolin	
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	
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  - 0 -
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  - 0 -	
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)  0%	
14	TYPE OF REPORTING PERSON  IN	

The following constitutes Amendment No. 9 to the Schedule 13D filed by the undersigned (“Amendment No. 9”). This Amendment No. 9 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

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

(a) This statement is filed by:

- (i) Richmond Brothers, Inc., a Michigan corporation (“Richmond Brothers”), which serves as the investment advisor to certain managed accounts (the “Separately Managed Accounts”);
- (ii) RBI Private Investment I, LLC, a Delaware limited liability company (“RBI PI”);
- (iii) RBI Private Investment II, LLC, a Delaware limited liability company (“RBI PII”);
- (iv) RBI PI Manager, LLC, a Delaware limited liability company (“RBI Manager”), which serves as the manager of RBI PI and RBI PII;
- (v) Richmond Brothers 401(k) Profit Sharing Plan, an employee benefit plan organized under the laws of Michigan (the “RBI Plan”);
- (vi) David S. Richmond, who serves as Chairman of Richmond Brothers, manager of RBI Manager and a trustee of the RBI Plan;
- (vii) Matthew J. Curfman, who serves as President of Richmond Brothers and a trustee of the RBI Plan;
- (viii) Lisa Colleran; and
- (ix) Benjamin Wolin.

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

(b) The address of the principal office of each of the Richmond Parties is 3568 Wildwood Avenue, Jackson, Michigan 49202. The address of the principal office of Ms. Colleran is 68 Morgan Lane, Basking Ridge, New Jersey 07920. The address of the principal office of Mr. Wolin is 285 Union Street, Brooklyn, New York 11231.

(c) The principal business of Richmond Brothers is serving as a registered investment advisor and is the investment advisor to the Separately Managed Accounts. The principal business of each of RBI PI and RBI PII is investing in securities. The principal business of RBI Manager is serving as the manager of RBI PI and RBI PII. The principal business of the RBI Plan is investing in securities. The principal occupation of Mr. Richmond is serving as Chairman of Richmond Brothers, manager of RBI Manager and a trustee of the RBI Plan. The principal occupation of Mr. Curfman is serving as President of Richmond Brothers and a trustee of the RBI Plan. Ms. Colleran is the principal of LNC Advisors, LLC, a strategic consulting firm that she founded that specializes in assisting biotech, pharmaceutical and medical device companies. Mr. Wolin is the Chairman of Diplomat Pharmacy, Inc., the largest independent provider of specialty pharmacy services in the United States, and a director of SourceMedia LLC, a digital business information and performance media company. He also serves as an advisor to each of 3L Capital LLC, a growth-stage private equity firm, and Refinery 29 Inc., a leading global media company.

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

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

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

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

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

The Shares held in the Separately Managed Accounts and purchased by each of RBI PI, RBI PII and the RBI Plan 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 5,147,392 Shares held by the Separately Managed Accounts is approximately \$30,573,629, 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 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 204,626 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 \$890,591, 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.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On February 27, 2018, Mr. Richmond and the other Richmond Parties delivered a letter (the “2018 Nomination Letter”) to the Issuer nominating Lisa Collieran, Benjamin Wolin and David S. Richmond (the “Nominees”) for election to the Board of Directors of the Issuer (the “Board”) at the 2018 annual meeting of shareholders (the “Annual Meeting”). The 2018 Nomination Letter also included a non-binding shareholder proposal requesting that the Board take the necessary steps to declassify the Board so that all directors are elected on an annual basis (the “Declassification Proposal”). In the 2018 Nomination Letter, the Richmond Parties stated that they believe the terms of two (2) directors currently serving on the Board expire at the Annual Meeting, and, if this remains the case, the Richmond Parties will withdraw one (1) of their Nominees.

The Richmond Parties are optimistic that an amicable resolution may be reached with the Issuer regarding the composition of the Board and certain corporate governance improvements.

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 February 28, 2018, 5,147,392 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 5,147,392 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: 5,147,392  
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 February 28, 2018, 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 February 28, 2018, 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 February 28, 2018, 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 February 28, 2018, Mr. Richmond beneficially owned 204,626 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) 5,147,392 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: 371,019  
2. Shared power to vote or direct vote: 70,350  
3. Sole power to dispose or direct the disposition: 371,019  
4. Shared power to dispose or direct the disposition: 5,217,742
- (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 February 28, 2018, 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) 5,147,392 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: 5,223,877
- (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. Ms. Colleran

- (a) As of the close of business on February 28, 2018, Ms. Colleran did not beneficially own any Shares.

Percentage: 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: 0  
4. Shared power to dispose or direct the disposition: 0

(c) Ms. Colleran has not entered into any transactions in the securities of the Issuer during the past sixty days.

I. Mr. Wolin

(a) As of the close of business on February 28, 2018, Mr. Wolin did not beneficially own any Shares.

Percentage: 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: 0
  4. Shared power to dispose or direct the disposition: 0

(c) Mr. Wolin 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, she or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the Shares reported herein that he, she 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 February 27, 2018, the Reporting Persons entered into a Joint Filing and Solicitation Agreement pursuant to which, among other things, the parties agreed (a) to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Issuer, (b) to solicit proxies for the election of the Nominees and the Declassification Proposal at the Annual Meeting and (c) that all expenses incurred in connection with the solicitation shall be paid by the Richmond Parties. A copy of the Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On February 27, 2018, Richmond Brothers entered into letter agreements pursuant to which it agreed to indemnify Ms. Colleran and Mr. Wolin against claims arising from the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. Such indemnification letter agreements are attached hereto as Exhibit 99.2 and are incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.



Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

- 99.1 Joint Filing and Solicitation Agreement, dated February 27, 2018.
- 99.2 Indemnification Letter Agreements, dated February 27, 2018.
- 99.3 Powers of Attorney.

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: March 1, 2018

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  
Individually and as attorney-in-fact for Lisa Colleran and Benjamin Wolin

/s/ Matthew J. Curfman  
Matthew J. Curfman

**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>
	<b><u>RICHMOND BROTHERS, INC.</u></b>		
	<b><u>(Through the Separately Managed Accounts)</u></b>		
Sale of Common Stock	(4,336)	5.7300	01/16/2018
Sale of Common Stock	(1,041)	5.6200	02/21/2018

**JOINT FILING AND SOLICITATION AGREEMENT**

This Agreement (this "Agreement") is made and entered into as of February 27, 2018, by and among (i) Richmond Brothers, Inc., RBI Private Investment I, LLC, RBI Private Investment II, LLC, RBI PI Manager, LLC, Richmond Brothers 401(k) Profit Sharing Plan, Matthew J. Curfman and David S. Richmond (collectively, "Richmond"), (ii) Lisa Colleran and (iii) Benjamin Wolin (each a "Party" to this Agreement, and collectively, the "Parties" or the "Group").

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

WHEREAS, the Parties desire to form the Group for the purpose of (i) seeking the election of director candidates and proposing business at the Company's 2018 annual meeting of shareholders (the "2018 Annual Meeting"), (ii) taking all other action necessary to achieve the foregoing and (iii) taking any other actions the Group jointly agrees in writing to undertake in connection with their respective investment in the Company.

NOW, IT IS AGREED, this 27<sup>th</sup> day of February 2018 by the Parties hereto:

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

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

3. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies in favor of the business proposed by Richmond at the 2018 Annual Meeting and the election of the persons nominated by Richmond to the Board at the 2018 Annual Meeting, (ii) taking all other action necessary to achieve the foregoing and (iii) taking any other actions the Group jointly agrees in writing to undertake in connection with their respective investment in the Company.

4. Subject to the terms of any indemnification agreement between Richmond and any other Party, Richmond shall have the right to pre-approve all expenses and costs (including all legal fees) incurred in connection with the Group's activities and agrees to pay directly all such pre-approved expenses.

5. Each of the Parties hereto agrees that any Securities and Exchange Commission filing, press release, Company communication or shareholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities shall be first approved by Richmond, or its representatives, which approval shall not be unreasonably withheld; provided that in addition, any disclosures therein with respect to any Party shall also be approved by such Party (it being understood that any such disclosure that is consistent with and does not go beyond information provided by such Party or that has been previously approved by such Party shall not require any further approval from such Party).

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

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

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

9. Any Party hereto may terminate its membership in the Group, and its rights and obligations under this Agreement, on 24 hours' prior written notice to all other Parties, with a copy by fax to Steve Wolosky at Olshan, Fax No. (212) 451-2222.

10. Each Party acknowledges that Olshan shall act as counsel for the Group and Richmond relating to their investment in the Company.

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

[Signature page follows]

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

Richmond Brothers, Inc.

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

RBI Private Investment I, LLC

By: RBI PI Manager, LLC  
Manager

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

RBI Private Investment II, LLC

By: RBI PI Manager, LLC  
Manager

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

By: RBI PI Manager, LLC

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

By: Richmond Brothers 401(k) Profit Sharing Plan

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

/s/ David S. Richmond  
David S. Richmond

/s/ Matthew J. Curfman  
Matthew J. Curfman

/s/ Lisa Colleran  
Lisa Colleran

/s/ Benjamin Wolin  
Benjamin Wolin

**RICHMOND BROTHERS, INC.**  
3568 Wildwood Avenue  
Jackson, Michigan 49202

February 27, 2018

**Re: Rockwell Medical, Inc.**

Dear Lisa:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Rockwell Medical, Inc. (the "Company") in connection with the proxy solicitation that Richmond Brothers, Inc. ("Richmond Brothers") and certain of its affiliates are considering undertaking to nominate and elect directors at the Company's 2018 annual meeting of shareholders, or any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Richmond Brothers Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its shareholders. This letter ("Agreement") will set forth the terms of our agreement.

Richmond Brothers agrees to indemnify and hold you harmless against any and all claims of any nature, whenever brought, arising from the Richmond Brothers Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions or material breach of the terms of this Agreement; provided further, that upon your becoming a director of the Company, this indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Richmond Brothers Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Richmond Brothers prompt written notice of such claim or Loss (provided that failure to promptly notify Richmond Brothers shall not relieve us from any liability which we may have on account of this Agreement, except to the extent we shall have been materially prejudiced by such failure). Upon receipt of such written notice, Richmond Brothers will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. Richmond Brothers may not enter into any settlement of loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

You hereby agree to keep confidential and not disclose to any party, without the consent of Richmond Brothers, any confidential, proprietary or non-public information (collectively, "Information") of Richmond Brothers, its affiliates or any members of any group formed by Richmond Brothers pursuant to Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended ("Schedule 13D Group") which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Richmond Brothers, its affiliates or any members of any Schedule 13D Group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

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Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Richmond Brothers so that Richmond Brothers may seek a protective order or other appropriate remedy or, in Richmond Brothers' sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or Richmond Brothers does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of Richmond Brothers and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Richmond Brothers and, upon the request of a representative of Richmond Brothers, all such information shall be returned or, at Richmond Brothers' option, destroyed by you, with such destruction confirmed by you to Richmond Brothers in writing.

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

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If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

RICHMOND BROTHERS, INC.

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Chairman

**ACCEPTED AND AGREED:**

/s/ LISA COLLERAN  
LISA COLLERAN

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**RICHMOND BROTHERS, INC.**  
**3568 Wildwood Avenue**  
**Jackson, Michigan 49202**

February 27, 2018

**Re: Rockwell Medical, Inc.**

Dear Ben:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Rockwell Medical, Inc. (the "Company") in connection with the proxy solicitation that Richmond Brothers, Inc. ("Richmond Brothers" or "we") and certain of its affiliates are considering undertaking to nominate and elect directors at the Company's 2018 annual meeting of shareholders, or any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Richmond Brothers Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its shareholders. This letter ("Agreement") will set forth the terms of our agreement.

You have completed a questionnaire in which you provided Richmond Brothers with information necessary for us to make appropriate disclosures in certain materials, including, but not limited to, filings made with U.S. Securities and Exchange Commission, materials provided to the Company and other public disclosures. Richmond Brothers hereby agrees that the disclosures made with respect to you shall be consistent with the information that you have provided to Richmond Brothers or its representatives for use in making such disclosures and shall not include additional information with respect to you without your prior consent. For the avoidance of doubt, each of the parties to this Agreement acknowledges that you are not assuming any duties or obligations to Richmond Brothers or any of its affiliates as a result of this Agreement, other than those expressly set forth herein. The parties acknowledge and agree that you are not an employee or an agent or otherwise a representative of Richmond Brothers or any of its affiliates, that you are independent of, and not controlled by or acting at the direction of, Richmond Brothers or any of its affiliates. Each of the parties to this Agreement also acknowledges that, should you be appointed or elected as a director of the Company, your activities and decisions as a director will be governed by applicable law and will be subject to your fiduciary duties, as applicable, to the Company and its stockholders and you will in no way be controlled by or acting at the direction of Richmond Brothers or any of its affiliates and that, as a result, there is, and can be, no agreement between you and Richmond Brothers that governs the decisions which you will make as a director of the Company. You shall have no authority to act as an agent of Richmond Brothers or any of its affiliates and you shall not represent the contrary to any person. In addition, we acknowledge and agree that notwithstanding your consent to be nominated and serve if elected, you have no obligation to take any affirmative action as a director of the Company until the Company acknowledges the validity of your election or appointment.

Richmond Brothers agrees to indemnify and hold you harmless, to the fullest extent permitted by law, against any and all Losses (as hereinafter defined) of any nature, whenever brought, incurred by or on your behalf in connection with any Proceeding (as hereinafter defined), irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions or material breach of the terms of this Agreement; provided further, that upon your becoming a director of the Company (either by agreement and acknowledgement of the Company or a final non-appealable determination by the independent inspector of election), this indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees and expert's fees, and any and all reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, being or preparing to be a witness in, or responding to, or objecting to, a request to provide discovery in, or otherwise participating in, any commenced or threatened, civil, criminal, administrative or arbitration action, or any claim whatsoever, including any appeal thereof, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from any Proceeding (each, a "Loss" and collectively "Losses"). As used herein, "Proceeding" includes, at any time, any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other proceeding and whether civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) in nature, in which you were, are, will be, or were threatened to be involved as a party or otherwise, in any way related to, or arising from, or connected with, or by reason of the fact of, or any actions or inactions taken by you at the request of Richmond Brothers in connection with, your nomination to the Board of Directors of the Company or the Richmond Brothers Solicitation or any related transactions.

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In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Richmond Brothers prompt written notice of such claim or Loss (provided that failure to promptly notify Richmond Brothers shall not relieve us from any liability which we may have on account of this Agreement, unless and only to the extent we shall have been materially and adversely prejudiced by such failure). Upon receipt of such written notice, Richmond Brothers will provide you with counsel, reasonably acceptable to you, to represent you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. Richmond Brothers may not enter into any settlement of loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim and does not impose any admission of guilt or monetary obligation or any restriction on you, including, without limitation, any injunction or other equitable relief. Notwithstanding anything to the contrary set forth in this Agreement, except as provided in the following sentence, Richmond Brothers shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Richmond Brothers' prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, you shall be entitled to retain separate counsel (x) if the representation of you and any member of the Schedule 13D Group (as hereinafter defined) by the same counsel would, in the reasonable opinion of that counsel, constitute a conflict of interest, or if such counsel does not, within fifteen (15) business days after receipt of your request therefor, deliver to you a letter affirming its opinion that representation of you and other members of the Schedule 13D Group does not, and is not reasonably likely to, constitute a conflict of interest, or (y) Richmond Brothers has not, in fact, employed counsel or otherwise actively pursued the defense of such Proceeding within a reasonable time. In such instance, you shall be entitled to advancement or reimbursement, at your election, of the fees, costs and expenses of such separate legal counsel. In addition, you agree not to enter into any settlement of Loss or claim without the written consent of Richmond Brothers, which consent will not be unreasonably withheld.

In the event that advancement of expenses or Losses is not made within fifteen (15) business days after receipt of your request therefor following a determination that you are entitled to such advancement in accordance with the preceding paragraph, or payment of indemnification is not made within ten (10) business days after receipt by Richmond Brothers of a written request therefor, you shall be entitled to an adjudication in an appropriate court located in the State of New York of your entitlement to such indemnification or advancement.

You hereby agree to keep confidential and not disclose to any party, without the consent of Richmond Brothers, any confidential, proprietary or non-public information (collectively, "Information") with respect to Richmond Brothers, its affiliates or any members of any group formed by Richmond Brothers pursuant to Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended ("Schedule 13D Group") which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Richmond Brothers, its affiliates or any members of any Schedule 13D Group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public. In the event you become a director of the Company, beginning on such date, the confidentiality obligations set forth herein shall not apply to Information that directly relates in any manner to the business and affairs of the Company.

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Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that, if permitted by applicable law, rule, regulation or legal process, you first promptly notify Richmond Brothers so that Richmond Brothers may seek a protective order or other appropriate remedy or, in Richmond Brothers' sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or Richmond Brothers does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of Richmond Brothers and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Richmond Brothers and, upon the request of a representative of Richmond Brothers, all such information (other than electronic copies which cannot be deleted by commercially reasonable methods available free of charge to an average computer user) shall be returned or, at Richmond Brothers' option, destroyed by you, with such destruction confirmed by you to Richmond Brothers in writing.

The failure of a party to insist upon strict adherence to any term contained herein shall not be deemed to be a waiver of such party's rights thereafter to insist upon strict adherence to that term or to any other term contained herein. In the event that any one or more provisions of this Agreement are deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision(s) shall be deemed severed to the least extent possible without affecting the validity, legality and enforceability of the remainder of this Agreement. This Agreement, together with the Joint Filing And Solicitation Agreement, sets forth the entire agreement between Richmond Brothers and you as to the subject matter contained herein. This Agreement cannot be amended, modified or terminated except by a writing executed by Richmond Brothers and you. This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors and assigns and may be executed in counterparts and delivered by electronic signatures.

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of, or relating to, this Agreement shall be brought in federal or state court located in the Southern District of New York, and hereby expressly submits to the personal jurisdiction and venue of such court for the purposes thereof, and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

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If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

RICHMOND BROTHERS, INC.

By: /s/ David S. Richmond

Name: David S. Richmond

Title: Chairman

**ACCEPTED AND AGREED:**

/s/ BENJAMIN WOLIN  
**BENJAMIN WOLIN**

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints David S. Richmond the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Rockwell Medical, Inc., a Michigan corporation (the "Company"), directly or indirectly beneficially owned by David S. Richmond or any of his affiliates or members of his Schedule 13D group (collectively, the "Richmond Group") and (ii) any proxy solicitation of the Richmond Group to elect the Richmond Group's slate of director nominees to the board of directors of the Company at the 2018 annual meeting of shareholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Richmond Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Richmond Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the reasonable opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's reasonable discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Richmond Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 27<sup>th</sup> day of February 2018.

/s/ LISA COLLERAN  
**LISA COLLERAN**

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## POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints David S. Richmond the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Rockwell Medical, Inc., a Michigan corporation (the "Company"), directly or indirectly beneficially owned by David S. Richmond or any of his affiliates or members of his Schedule 13D group (collectively, the "Richmond Group") and (ii) any proxy solicitation of the Richmond Group to elect the Richmond Group's slate of director nominees to the board of directors of the Company at the 2018 annual meeting of shareholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Richmond Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation, provided that any disclosures therein or in any filings under paragraph 2 below with respect to the undersigned shall be approved by the undersigned prior to filing (it being understood that any such disclosure that is consistent with and does not go beyond information provided by the undersigned to the Richmond Group or its representatives or has previously been approved by the undersigned shall not require any further approval from the undersigned);

2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation; and

3. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Richmond Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact or to Steve Wolosky at Olshan, Fax No. (212) 451-2222.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 27<sup>th</sup> day of February 2018.

/s/ BENJAMIN WOLIN  
**BENJAMIN WOLIN**