

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report  
(Date of earliest  
event reported): April 17, 2018

ROCKWELL MEDICAL, INC.  
(Exact name of registrant as specified in its charter)

Michigan  
(State or other  
jurisdiction of  
incorporation)

000-23661  
(Commission File  
Number)

38-3317208  
(IRS Employer  
Identification No.)

30142 Wixom Road, Wixom, Michigan 48393  
(Address of principal executive offices, including zip code)

(248) 960-9009  
(Registrant's telephone number, including area code)

Not Applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01**      **Entry into a Material Definitive Agreement.**

On April 17, 2018, Rockwell Medical, Inc., a Michigan corporation (the “Company”) entered into Amendment No. 1 (the “Amendment”) to the Letter Agreement, dated as of March 7, 2018, among the Company, Richmond Brothers, Inc. (“RBI”) and David S. Richmond, in his individual capacity (“Richmond”) pursuant to which RBI and Richmond agreed to vote for the 2018 Rockwell Medical, Inc. Long Term Incentive Plan, as approved by the Company’s Board of Directors on April 13, 2018 (the “2018 Plan”), provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that the Company’s shareholders vote for the 2018 Plan at the Company’s 2018 annual meeting of shareholders.

The foregoing summary does not purport to be a complete description of the terms of the Letter Agreement or the Amendment and each is qualified in their entirety by reference to the full text of the Letter Agreement and Amendment, copies of which are attached hereto as Exhibit 10.73 and Exhibit 10.77, respectively.

**Item 9.01**      **Financial Statements and Exhibits.**

(d) *Exhibits.*      The following exhibits are being filed herewith:

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.73	<a href="#"><u>Letter Agreement, dated March 7, 2018, by and among the Company, Richmond Brothers, Inc. and David S. Richmond (Company’s Form 8-K filed on March 13, 2018).</u></a>
10.77	<a href="#"><u>Amendment No. 1 to Letter Agreement, dated April 17, 2018, by and among the Company, Richmond Brothers, Inc. and David S. Richmond.</u></a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ROCKWELL MEDICAL, INC.**

Date: April 19, 2018

By: /s/ Thomas E. Klema  
Thomas E. Klema  
Vice President, Chief Financial  
Officer, Treasurer and Secretary

**AMENDMENT NO 1. TO  
LETTER AGREEMENT**

This Amendment No.1 to Letter Agreement (this "Amendment"), dated April 17, 2018, is entered into by and among Rockwell Medical, Inc. ("Rockwell" or the "Company"), Richmond Brothers, Inc. ("RBI") and David S. Richmond ("Richmond").

**WHEREAS**, the Company, RBI and Richmond entered into the Letter Agreement, dated March 7, 2018 (the "Agreement");

**WHEREAS**, the Company, RBI and Richmond wish to amend the Agreement to ensure each of RBI's and Richmond's support of the revisions to the Rockwell Medical, Inc. 2018 Long Term Incentive Plan previously provided to RBI and Richmond and approved by the Company's Board of Directors on April 13, 2018;

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amendment agree as follows:

1. Approval of Revised Long Term Incentive Plan. The fifth and sixth sub-bullet points under the bullet point entitled "In connection with our 2018 Annual Meeting of Shareholders (the "2018 Meeting"), we and/or you, as applicable, agree as follows:" in the Agreement are hereby deleted in their entirety and replaced with the following:

- At our 2018 Meeting, the Richmond Group will vote (a) "FOR" the election of Mr. Chioini and (b) "FOR" the Rockwell Medical, Inc. 2018 Long Term Incentive Plan (in the form approved by the Board on April 13, 2018 (the "2018 Plan")), provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that our shareholders vote "FOR" the 2018 Plan.
- 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 common stock of our Company owned by RBI's clients, both RBI and Richmond agree that they will recommend to RBI's clients that they vote their Company common stock at the 2018 Meeting (a) "FOR" the election of Mr. Chioini and (b) "FOR" the 2018 Plan, provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that our shareholders vote "FOR" the 2018 Plan.

All references to the "2018 Plan" in the Agreement shall mean the Rockwell Medical, Inc. 2018 Long Term Incentive Plan in the form approved by the Board on April 13, 2018.

2. Full Force and Effect. Except as amended by this Amendment, all terms and conditions set forth in the Agreement shall remain in full force in effect. Upon full execution and delivery, this Amendment shall constitute an integral part of the Agreement.

3. Counterparts. This Amendment 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.

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Please countersign this Amendment to reflect your agreement with the terms above and return your acceptance to the Company.

ROCKWELL MEDICAL, INC.

By: /s/ Benjamin Wolin  
Name: Benajmin Wolin  
Title: Chairman of the Board

**AGREED AND ACCEPTED AS OF THE DATE HEREOF:**

RICHMOND BROTHERS, INC.

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

DAVID S. RICHMOND

By: /s/ David S. Richmond  
David S. Richmond, Personally

*[Signature Page to Amendment No. 1 to Letter Agreement]*