IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SHIVA STEIN,	:	
	:	
Plaintiff,	:	Case No. _____
	:	
v.	:	
	:	
RENT-A-CENTER, INC., JEFFREY J. BROWN, MITCHELL E. FADEL, MICHAEL J. GADE, CHRISTOPHER B. HETRICK, J.V. LENTELL,	:	JURY TRIAL DEMANDED
	:	
Defendants.	:	

COMPLAINT FOR VIOLATIONS OF SECTIONS 14(a) AND 20(a)
OF THE SECURITIES EXCHANGE ACT OF 1934

Shiva Stein ("Plaintiff"), by and through her attorneys, alleges the following upon information and belief, including investigation of counsel and review of publicly-available information, except as to those allegations pertaining to Plaintiff, which are alleged upon personal knowledge:

1. This is an action brought by Plaintiff against Rent-A-Center Corp. ("Rent-A-Center or the "Company"), the members Rent-A-Center's Board of Directors (the "Board" or the "Individual Defendants" and collectively with the Company, the "Defendants") for their violations of Sections 14(a) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. §§ 78n(a), 78t(a), and SEC Rule 14a-9, 17 C.F.R. 240.14a-9 and 17 C.F.R. § 244.100, in connection with the proposed acquisition of Rent-A-Center by Vintage Rodeo Parent, LLC ("Parent"), an affiliate of Vintage Capital Management, LLC ("Vintage Capital").

2. Defendants have violated Sections 14(a) and 20(a) of the Exchange Act by causing a materially incomplete and misleading preliminary proxy statement (the "Proxy") to be

filed on July 16, 2018 with the U.S. Securities and Exchange Commission ("SEC") and disseminated to the Company's stockholders. The Proxy recommends that Company stockholders vote in favor of a transaction whereby Vintage Rodeo Acquisition, Inc. ("Merger Sub"), a wholly owned subsidiary of Parent, will merge with and into Rent-A-Center, with the Company continuing as a wholly owned subsidiary of Parent (the "Proposed Transaction"). Pursuant to the terms of the definitive agreement and plan of merger the companies entered into (the "Merger Agreement"), each Rent-A-Center common share issued and outstanding will be converted into the right to receive $15.00 in cash (the "Merger Consideration").

3. As discussed below, the consideration Rent-A-Center stockholders stand to receive in connection with the Proposed Transaction and the process by which Defendants propose to consummate the Proposed Transaction are fundamentally unfair to Plaintiff and the other common stockholders of the Company. Defendants have now asked Rent-A-Center's stockholders to support the Proposed Transaction in exchange for inadequate consideration based upon the materially incomplete and misleading representations and information contained in the Proxy, in violation of Sections 14(a) and 20(a) of the Exchange Act. Specifically, the Proxy contains materially incomplete and misleading information concerning the financial projections that were prepared by the Company and relied upon by the Board in recommending the Company's stockholders vote in favor of the Proposed Transaction. The financial projections were also utilized by the financial advisor of the Company, J.P. Morgan Securities LLC ("J.P. Morgan"), in conducting the valuation analyses in support of its fairness opinion.

4. It is imperative that the material information that has been omitted from the Proxy is disclosed to the Company's stockholders prior to the forthcoming stockholder vote so that they can properly exercise their corporate suffrage rights.

5. For these reasons and as set forth in detail herein, Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Proposed Transaction unless and until the material information discussed below is disclosed to Rent-A-Center's stockholders or, in the event the Proposed Transaction is consummated, to recover damages resulting from the Defendants' violations of the Exchange Act.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction pursuant to Section 27 of the Exchange Act (15 U.S.C. § 78aa) and 28 U.S.C. § 1331 (federal question jurisdiction) as Plaintiff alleges violations of Section 14(a) and 20(a) of the Exchange Act and SEC Rule 14a-9.

7. Personal jurisdiction exists over each Defendant either because the Defendant conducts business in or maintains operations in this District, or is an individual who is either present in this District for jurisdictional purposes or has sufficient minimum contacts with this District as to render the exercise of jurisdiction over defendant by this Court permissible under traditional notions of fair play and substantial justice.

8. Venue is proper in this District under Section 27 of the Exchange Act, 15 U.S.C. § 78aa, as well as under 28 U.S.C. § 1391, because Rent-A-Center in incorporated in this District.

PARTIES

9. Plaintiff is, and has been at all relevant times, the owner of Rent-A-Center common stock and has held such stock since prior to the wrongs complained of herein.

10. Individual Defendant Jeffrey Brown ("Brown") has served as a member of the Board since 2017. Brown was nominated by Engaged Capital and was elected in the 2017 Annual Meeting.

11. Individual Defendant Mitchell E. Fadel ("Fadel") has served as a member of the

Board since June 2017. Fadel was named Chief Executive Officer ("CEO") on January 2, 2018. Fadel was nominated by Engaged Capital and was elected in the 2017 Annual Meeting.

12. Individual Defendant Michael J. Gade has served as a director of the Company since 2005.

13. Individual Defendant Christopher B. Hetrick ("Hetrick") has served as a director of the Company since 2017. Hetrick was nominated by Engaged Capital and was elected in the 2017 Annual Meeting.

14. Individual Defendant J. V. Lentell has served as a director of the Company since 1995.

15. Defendant Rent-A-Center is incorporated in Delaware and maintains its principal offices at 5501 Headquarters Drive, Plano, Texas 75024. The Company's common stock trades on the NASDAQ Stock Exchange under the symbol "RCII."

16. The defendants identified in paragraphs 10-15 are collectively referred to as the "Defendants."

SUBSTANTIVE ALLEGATIONS

A. The Proposed Transaction Undervalues Rent-A-Center

17. Rent-A-Center is an American public furniture and electronics "rent-to-own" company based in Plano, Texas, offering name-brand products through flexible rental purchase agreements that allow customers to obtain ownership of the merchandise at the conclusion of an agreed upon rental period. The Company owns and operates approximately 2,400 stores in the United States, Mexico, Canada and Puerto Rico, and approximately 1,250 Acceptance Now kiosk locations in the United States and Puerto Rico. Rent-A-Center Franchising International, Inc., a wholly owned subsidiary of the Company, is a national franchiser of approximately 250 rent-to-own stores operating under the trade names of "Rent-A-Center," "ColorTyme," and

"RimTyme."

18. On June 18, 2018, the Company announced the Proposed Transaction:

PLANO, Texas & ORLANDO, Fla.--(BUSINESS WIRE)--Jun. 18, 2018-- Rent-A-Center, Inc. (NASDAQ/NGS:RCII) ("Rent-A-Center" or the "Company"), a leader in the rent-to-own industry, today announced that it has entered into a definitive agreement (the "Merger Agreement") with Vintage Rodeo Parent, LLC ("Vintage"), an affiliate of Vintage Capital Management, LLC ("Vintage Capital"), pursuant to which Vintage will acquire all of the outstanding shares of Rent-A-Center common stock for $15.00 per share in cash. The transaction, which is not subject to a financing condition, and is expected to close by the end of 2018, subject to customary closing conditions including the receipt of stockholder and regulatory approvals, represents a total consideration of approximately $1.365 billion, including net debt.

Under the terms of the Merger Agreement, Rent-A-Center stockholders will receive $15.00 in cash for each share of Rent-A-Center common stock, which represents a premium of approximately 49 percent over the Company's closing stock price on October 30, 2017, immediately prior to the announcement that the Company's Board of Directors initiated a process to evaluate strategic and financial alternatives focused on maximizing stockholder value. The Rent-A-Center Board has unanimously approved the transaction and recommends that stockholders vote in favor of the transaction. Upon completion of the transaction, Rent-A-Center will become a privately held company and its common shares will no longer be listed on any public market.

"The Rent-A-Center Board, having just completed a comprehensive review of strategic and financial alternatives in consultation with outside legal and financial advisors, unanimously supports this transaction and is confident it maximizes value for stockholders while delivering a significant and immediate cash premium," said Mitch Fadel, Chief Executive Officer of Rent-A-Center. "Today's exciting announcement reflects the significant progress we have made to materially improve our performance and would not have been possible without the hard work and focus of our talented co-workers over the last several months. Vintage is a natural partner for Rent-A-Center given its deep knowledge of the rent-to-own industry, and we look forward to partnering with them to realize the full benefits of the transaction."

"We have long admired Rent-A-Center and are pleased to have reached this agreement to expand our rent-to-own portfolio," said Brian R. Kahn, Managing Member and Founder of Vintage Capital and Chairman of the Board of Members of Buddy's Newco, LLC d/b/a Buddy's Home Furnishings ("Buddy's"), a rent-to-own operator and franchisor, the controlling shareholder of which is Vintage Capital. "We believe that the combination of Rent-A-Center, Buddy's and Vintage is a compelling opportunity to utilize our resources and expertise to

enhance value and create a leader in the rent-to-own industry."

B. Riley Financial, Inc. and certain of its affiliates have committed to serve as equity and debt participants in the transaction.

19. The Merger Consideration undervalues the Company's shares in light of its recent financial performance and prospects for future growth. More specifically, Rent-A-Center reported positive same store sales across all operating segments with stronger than expected portfolio performance, free cash flow, and debt reduction in the first quarter 2018. Defendant Fadel stated that the results put the Company "on a positive trajectory going forward."

20. On June 10, 2018, just six days before the execution of the Merger Agreement, and after receipt of a takeover proposal, the Company announced that it concluded a review of strategic and financial alternatives to enhance stockholder value, including a possible sale of the Company. The Company also announced that the Board unanimously determined that the continued execution of the Company's previously announced strategic plan is in the best interest of the Company and its shareholders, since the strategic plan was already delivering substantial results and the Company was well-positioned to generate value for stockholders, and exceeded management's expectations. Cost reduction initiatives are reportedly "significantly" ahead of schedule, with annual run-rate savings on pace to exceed $100 million against most recent guidance for $75 million to $95 million. Rent-A-Center now expects to achieve about $70 million in 2018 savings against estimates between $50 million and $63 million.

21. As a result of the successful implementation of the strategic plan, the Company updated its guidance for 2018.

22. Accordingly, the Company is well-positioned for financial growth and the Merger Consideration fails to adequately compensate Company stockholders by cutting off their ability to benefit from the Company's continued growth.

23. Despite the inadequate Merger Consideration, the Board has agreed to Proposed Transaction. It is therefore imperative that Rent-A-Center's stockholders are provided with the material information that has been omitted from the Proxy, so that they can meaningfully assess whether or not the opposed Transaction is in their best interests prior to the forthcoming stockholder vote.

B. The Background of the Merger

24. In December 2016, Engaged Capital and certain of its affiliates sent a letter to the Board to encourage it to consider strategic alternatives, including a possible sale of the Company. Engaged Capital, an activist shareholder, acquired enough common stock to reach a 12.9% beneficial ownership of the Company, and publicly stated that it did so because it believed that the Company's stock price was undervalued.

25. Two months later, noting a 26% decline in the Company's stock price after its December 2016 letter to the Board, Engaged Capital demanded that the Board immediately commence a strategic review process. Engaged Capital also nominated 5 individuals (two were later withdrawn) for election to the Board at the 2017 Annual Meeting.

26. Engaged Capital proceeded to purchase more shares of Company stock to own 20.5% of the Company.

27. At the 2017 Annual Meeting in June, all three of the Engaged Capital nominees were voted onto the Board, ousting three incumbent Board members, including Mark Speese ("Speese"), the Company's founder, CEO, and Board member. Speese stayed on as the Company's CEO.

28. Shortly thereafter, Vintage Capital proposed to buy the Company at $15.00 per share, the same price as the Merger Consideration. The Board declined the offer after meeting with the Company's financial and legal advisors, although it continued to consider strategic

alternatives and publicly announced that it was doing so. The initiatives include a possible sale of the Company, or a standalone operational plan – adjusting the Company's pricing strategy so that more renters buy items, increasing its offerings of higher-end products, improving customer service by reducing employee turnover, and expanding e-commerce offerings and mobile applications.

29. During this time, the then-Chairman of the Board Steven L. Pepper resigned from the Board because he disagreed with the Board's decision to pursue a sale of the Company.

30. In November, Vintage Capital sent another proposal to acquire the Company, but for $13.00 per share and requested that the Company enter into an exclusivity agreement for 30 days. The Board declined Vintage Capital's proposal.

31. J.P. Morgan began reaching out to potential parties that might be interested in purchasing the Company. Thirty participants were contacted, including Vintage Capital, and the Company entered into 11 confidentiality and non-disclosure agreements ("NDAs"). It is unclear whether these NDAs contained Don't-Ask-Don't-Waive ("DADW") provisions.

32. Amid the sales process, Speese, the Company's founder and CEO, resigned from the Company. Speese has been an outspoken opponent of selling the Company, and was at odds with the Engaged Capital-nominated Board members regarding the future of the Company.

33. Vintage Capital disclosed on January 19, 2018 on Schedule 13D that it had entered into an NDA with the Company, and that it contained a standstill provision that included a DADW clause.

34. In February 2018, Defendant Fadel, now the Company's CEO, felt that the Company's projections were too optimistic in light of the negative trends in the industry and management prepared a more conservative updated plan. This set of projections was provided to

J.P. Morgan, which was assisting the Company with the sales process.

35. J.P. Morgan received three indications of interests from three parties on February 14, 2018. Vintage Capital lowered its offer price to $11.00 per share. Party 2 proposed a price of $12.25 to $12.85 per share. The third party did not provide a proposal to acquire the Company but indicated a willingness to evaluate a possible store franchising transaction with the Company.

36. The Company continued its strategic initiatives on a parallel track, and in March, it implemented certain cost-savings initiatives. The results of which, along with improved recent performance and higher revenue growth assumptions, prompted the Board to approve an updated version of the Company projections, which were made available to the interested parties.

37. The Company enjoyed a much-improved first quarter, and the Board discussed whether to update the Company's projections to reflect the improved operational and financial results. The Board, however, inexplicably decided not to do so. It is unclear why the Board decided that it was necessary to update the Company's projections when the financial results declined, but not when the results improved, even though doing so will provide leverage to negotiate a higher merger consideration.

38. Between April 25 and April 27, 2018, Vintage Capital submitted a proposal for $13.00 per share and Party 2 submitted a proposal for $12.25 per share. Party 3 submitted a letter indicating that it would be interested in establishing a franchising platform and possibly acquiring Company-owned stores. Party 2 ultimately decided that it was interested in a minority investment in the Company only.

39. Vintage Capital once again reduced its offer price to $12.00 on June 1, citing risks relating to anti-trust approval. The Board decided to finally update the Company's projections to

reflect the significantly improved operational and financial trends in the performance of the business.

40. At the June 8, 2018 meeting, the Board concluded that it would reject the $12.00 offer from Vintage Capital and terminate the sales process and strategic alternative review of the Company, and to continue with the Company's standalone plan, since it appeared to be successful.

41. The next day, Vintage Capital and another private equity firm informally indicated to J.P. Morgan that it would increase its offer to $13.50. The Board decided not to respond to the informal indication of interest, and instructed management to issue a press release announcing the end of the sales process. Ten minutes after the issuance of this press release, Vintage Capital and its affiliates contacted J.P. Morgan and stated that they intended to submit a revised proposal at $14.00 per share. The Board decided to issue another press release disclosing this revised offer, to avoid confusion.

42. On June 13, the Board instructed J.P. Morgan to counter the offer with $15.00 per share, along with other protection elements in case the deal does not close.

43. On June 17, Vintage Capital accepted the Board's counteroffer and executed the Merger Agreement.

C. The Materially Incomplete and Misleading Proxy

44. On July 16, 2018, Rent-A-Center filed the Proxy with the SEC in connection with the Proposed Transaction. The Proxy was furnished to the Company's stockholders and solicits their votes in favor of the Proposed Transaction. The Individual Defendants were obligated to carefully review the Proxy before it was filed with the SEC and disseminated to the Company's stockholders to ensure that it did not contain any material misrepresentations or omissions. However, the Proxy misrepresents and/or omits material information that is necessary for the

Company's stockholders to make an informed decision concerning whether to vote in favor of the Proposed Transaction, in violation of Sections 14(a) and 20(a) of the Exchange Act.

45. With respect to the financial projections disclosed in the Proxy (pages 40 of the Proxy), the Proxy fails to provide material information.

46. Specifically, the Proxy provides values for non-GAAP (Generally Accepted Accounting Principles) financial metrics such as EBITDA and free cash flow, but fails to provide: (i) the line items used to calculate the non-GAAP measures, or (ii) a reconciliation of these non-GAAP metrics to their most comparable GAAP measures, in violation of Regulation G and consequently Section 14(a). Proxy 55.

47. When a company discloses non-GAAP financial measures in a proxy statement that were relied on by a board of directors to recommend that stockholders exercise their corporate suffrage rights in a particular manner, the company must, pursuant to SEC regulatory mandates, also disclose all projections and information necessary to make the non-GAAP measures not misleading, and must provide a reconciliation (by schedule or other clearly understandable method) of the differences between the non-GAAP financial measure disclosed or released with the most comparable financial measure or measures calculated and presented in accordance with GAAP. 17 C.F.R. § 244.100.

48. The SEC has noted that:

> companies should be aware that this measure does not have a uniform definition and its title does not describe how it is calculated. Accordingly, a clear description of how this measure is calculated, as well as the necessary reconciliation, should accompany the measure where it is used. Companies should also avoid inappropriate or potentially misleading inferences about its usefulness. For example, "free cash flow" should not be used in a manner that inappropriately implies that the measure represents the residual cash flow available for discretionary expenditures, since many companies have mandatory debt service

> requirements or other non-discretionary expenditures that are not deducted from the measure.[1]

49. Thus, to cure the Proxy and the materially misleading nature of the forecasts under SEC Rule 14a-9 as a result of the omitted information on page 55, Defendants must provide a reconciliation table of the non-GAAP measures to the most comparable GAAP measures. At the very least, the Company must disclose the line item forecasts for the financial metrics that were used to calculate the aforementioned non-GAAP measures. Such forecasts are necessary to make the non-GAAP forecasts included in the Proxy not misleading.

50. With respect to the *Public Trading Multiples* analysis, the Proxy fails to disclose the individual multiples J.P. Morgan calculated for each company chosen in the analysis. The omission of these multiples renders the summary of the analysis and the implied values materially misleading. A fair summary of the analysis requires the disclosure of the individual multiples; merely providing the range that a banker applied is insufficient, as Rent-A-Center stockholders are unable to assess whether J.P. Morgan applied appropriate multiples, or, instead, applied unreasonably low multiples in order to drive down the Company's valuation.

51. With respect to the *Selected Transactions Analysis*, the Proxy fails to disclose the individual multiples J.P. Morgan calculated for each transaction utilized in the analysis. The omission of these multiples renders the summary of the analysis and the implied values materially misleading. A fair summary of the analyses requires the disclosure of the individual multiples; merely providing the range that a banker applied is insufficient, as Rent-A-Center stockholders are unable to assess whether J.P. Morgan applied appropriate multiples, or, instead, applied unreasonably low multiples in order to drive down the Company's valuation.

[1] U.S. Securities and Exchange Commission, Non-GAAP Financial Measures, last updated April 4, 2018, available at: https://www.sec.gov/divisions/corpfin/guidance/nongaapinterp.htm

52. With respect to the *Discounted Cash Flow Analysis*, the Proxy fails to disclose: (i) the projected terminal value for the Company; (ii) the value of the net debt used; and (iii) the inputs and assumptions underlying the range of discount rates ranging from 9.75% to 11.00%, chosen by J.P. Morgan upon an analysis of the weighted average cost of capital of the Company.

53. With respect to the *Background of the Merger*, the Proxy fails to state whether the NDAs entered into with the eleven potential bidders contained DADW provisions, and whether those restrictive provisions are still in effect or if they expired when the Proposed Transaction was announced. Proxy at 31. The omission of the existence of the DADW provisions renders the Proxy misleading because it creates a false impression that any of the eleven potential bidders could have made a superior offer for the Company.

54. In sum, the omission of the above-referenced information renders statements in the Proxy materially incomplete and misleading in contravention of the Exchange Act. Absent disclosure of the foregoing material information prior to the special stockholder meeting to vote on the Proposed Transaction, Plaintiff will be unable to make a fully-informed decision regarding whether to vote in favor of the Proposed Transaction, and they are thus threatened with irreparable harm, warranting the injunctive relief sought herein.

CLAIMS FOR RELIEF

COUNT I

On Behalf of Plaintiff Against All Defendants for Violations of Section 14(a) of the Exchange Act and Rule 14a-9 and 17 C.F.R. § 244.100

55. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

56. Rule 14a-9, promulgated by the SEC pursuant to Section 14(a) of the Exchange Act, provides that Proxy communications with stockholders shall not contain "any statement

which, at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary in order to make the statements therein not false or misleading." 17 C.F.R. § 240.14a-9.

57. Defendants have issued the Proxy with the intention of soliciting stockholder support for the Proposed Transaction. Each of the Defendants reviewed and authorized the dissemination of the Proxy, which fails to provide critical information regarding, among other things: the financial analyses that were relied upon by the Board in recommending the Company's stockholders vote in favor of the Proposed Transaction.

58. In so doing, Defendants made untrue statements of fact and/or omitted material facts necessary to make the statements made not misleading. Each of the Individual Defendants, by virtue of their roles as officers and/or directors, were aware of the omitted information, but failed to disclose such information in violation of Section 14(a). The Individual Defendants therefore were negligent, as they had reasonable grounds to believe material facts existed that were misstated or omitted from the Proxy, but nonetheless failed to correct their disclosure violations, which could have been done without extraordinary effort.

59. Defendants were, at the very least, negligent in preparing and reviewing the Proxy. The preparation of a proxy statement by corporate insiders containing materially false or misleading statements or omitting a material fact constitutes negligence. Defendants were negligent in choosing to omit material information from the Proxy or failing to notice the material omissions in the Proxy upon reviewing it, which they were required to do carefully. Indeed, Defendants were intricately involved in the process leading up to the signing of the Merger Agreement and the preparation and review of strategic alternatives and the Company's financial projections.

60. The misrepresentations and omissions in the Proxy are material to Plaintiff, who will be deprived of her right to cast an informed vote if such misrepresentations and omissions are not corrected prior to the vote on the Proposed Transaction. Plaintiff has no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff be fully protected from the immediate and irreparable injury that Defendants' actions threaten to inflict.

COUNT II

On Behalf of Plaintiff Against the Individual Defendants for Violations of Section 20(a) of the Exchange Act

61. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

62. The Individual Defendants acted as controlling persons of Rent-A-Center within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as directors of Rent-A-Center, and participation in and/or awareness of the Company's operations and/or intimate knowledge of the incomplete and misleading statements contained in the Proxy filed with the SEC, they had the power to influence and control and did influence and control, directly or indirectly, the decision making of Rent-A-Center, including the content and dissemination of the various statements that Plaintiff contends are materially incomplete and misleading.

63. Each of the Individual Defendants was provided with or had unlimited access to copies of the Proxy and other statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

64. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of Rent-A-Center and therefore is presumed to have

had the power to control or influence the particular transactions giving rise to the Exchange Act violations alleged herein, and exercised the same. The omitted information identified above was reviewed by the Board prior to voting on the Proposed Transaction. The Proxy at issue contains the unanimous recommendation of the Board to approve the Proposed Transaction. The Individual Defendants were thus directly involved in the making of the Proxy.

65. In addition, as the Proxy sets forth at length, and as described herein, the Individual Defendants were involved in negotiating, reviewing, and approving the Merger Agreement. The Proxy purports to describe the various issues and information that the Individual Defendants reviewed and considered. The Individual Defendants participated in drafting and/or gave their input on the content of those descriptions.

66. By virtue of the foregoing, the Individual Defendants have violated Section 20(a) of the Exchange Act.

67. As set forth above, the Individual Defendants had the ability to exercise control over and did control a person or persons who have each violated Section 14(a) and Rule 14a-9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons, these defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result of Individual Defendants' conduct, Plaintiff will be irreparably harmed.

68. Plaintiff has no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff be fully protected from the immediate and irreparable injury that Defendants' actions threaten to inflict.

RELIEF REQUESTED

WHEREFORE, Plaintiff demands injunctive relief in her favor and against the Defendants jointly and severally, as follows:

A. Preliminarily and permanently enjoining Defendants and their counsel, agents,

employees and all persons acting under, in concert with, or for them, from proceeding with, consummating, or closing the Proposed Transaction, unless and until Defendants disclose the material information identified above that has been omitted from the Proxy;

A. Rescinding, to the extent already implemented, the Merger Agreement or any of the terms thereof, or granting Plaintiff rescissory damages;

B. Directing the Defendants to account to Plaintiff for all damages suffered as a result of their wrongdoing;

C. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees and expenses; and

D. Granting such other and further equitable relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury.

Dated: August 2, 2018

RIGRODSKY & LONG, P.A.

By: */s/ Gina M. Serra*

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