IN THE UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

DAVID PILL, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. KAPSTONE PAPER AND PACKAGING CORPORATION, ROGER W. STONE, MATTHEW KAPLAN, ROBERT J. BAHASH, JOHN M. CHAPMAN, PAULA H. J. CHOLMONDELEY, JONATHAN R. FURER, DAVID G. GABRIEL, BRIAN R. GAMACHE, MATTHEW H. PAULL, MAURICE S. REZNIK, and DAVID P. STORCH, Defendants.	Civil Action No. _____ COMPLAINT FOR VIOLATION OF THE SECURITIES EXCHANGE ACT OF 1934 JURY TRIAL DEMANDED

Plaintiff, David Pill ("Plaintiff"), by and through his attorneys, alleges the following on information and belief, except as to the allegations specifically pertaining to Plaintiff, which are based on personal knowledge.

NATURE OF THE ACTION

1. This action stems from a proposed transaction (the "Proposed Transaction" or "Merger") announced on January 29, 2018, pursuant to which KapStone Paper and Packaging Corporation ("KapStone" or the "Company") will be acquired by WestRock Company ("WestRock") through its wholly owned subsidiary, Whiskey Holdco, Inc. ("Whiskey Holdco"). WestRock will acquire all of the outstanding shares of KapStone for $35.00 per share and will assume approximately $1.36 billion in net debt, for a total enterprise value of approximately $4.9 billion.

2. On January 28, 2018, the Company's Board of Directors (the "Board" or the "Individual Defendants") caused the Company to enter into an Agreement and Plan of Merger (the "Merger Agreement") with WestRock, Whiskey Holdco, Kola Merger Sub, Inc., a Delaware corporation and a newly formed wholly owned subsidiary of Holdco and Whiskey Merger Sub, Inc., a Delaware corporation a newly formed wholly owned subsidiary of Holdco. Pursuant to the Merger Agreement, WestRock will acquire all of the outstanding shares of KapStone through a transaction, pursuant to which: (a) each issued and outstanding share of WestRock common stock will be converted into one share of Holdco common stock, and (b) each issued and outstanding share of KapStone common stock will automatically be canceled and converted into the right to receive (i) $35.00 in cash ("Cash Consideration"), or (ii) 0.4981 shares of Holdco common stock ("Stock Consideration"). Upon completion of the Merger, KapStone will be integrated into WestRock's Corrugated Packaging segment.

3. On August 1, 2018, Defendants (as defined below) filed a definitive proxy statement on a Schedule 14A (the "Proxy") with the United States Securities and Exchange Commission ("SEC"), scheduling a stockholder vote on the Proposed Transaction for September 6, 2018. As described herein, the Proxy omits certain material information with respect to the Proposed Transaction, which renders it false and misleading, in violation 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. 140.14a-9 ("Rule 14a-9") promulgated thereunder.

4. Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Proposed Transaction or, in the event the Proposed Transaction is consummated, to recover damages resulting from Defendants' wrongdoing described herein.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over all claims asserted herein pursuant to Section 27 of the Exchange Act, 15 U.S.C § 78aa, and 28 U.S.C. § 1331, as Plaintiff alleges violations of Sections 14(a) and 20(a) of the Exchange Act.

6. This Court has personal jurisdiction over all of the Defendants because each is either a corporation that conducts business in, solicits shareholders in, and/or maintains operations within, this District, or is an individual who is either present in this District for jurisdictional purposes or has sufficient minimum contacts with this District so as to make the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

7. Venue is proper under 28 U.S.C. § 1391 because a substantial portion of the transactions and wrongs complained of herein occurred in this District.

PARTIES

8. Plaintiff is, and has been at all times relevant hereto, an owner of KapStone common stock.

9. Defendant KapStone is a Delaware corporation, with its principal executive offices located in Northbrook, Illinois. KapStone common stock is listed on the New York Stock Exchange ("NYSE") under the symbol "KS."

10. Defendant Roger W. Stone ("Stone") has served as the Chairman of the Board and a director of the Company since its inception. Stone also served as the Chief Executive Officer ("CEO") from the Company's inception until January 2017 when he assumed the role of Executive Chairman of the Board.

11. Defendant Matthew Kaplan ("Kaplan") has served as President and a director since the Company's inception. Kaplan also served as the Chief Operating Officer from the Company's inception until January 2017 when he assumed the role of CEO.

12. Defendant Robert J. Bahash (Bahash") has served as a Board member since July 2014.

13. Defendant John M. Chapman ("Chapman") has served as a Board member since the Company's inception.

14. Defendant Paula H. J. Cholmondeley ("Cholmondeley") has served as a Board member since August 2016.

15. Defendant Jonathan R. Furer ("Pant") has served as a Board member since the Company's inception.

16. Defendant David G. Gabriel ("Gabriel") has served as a Board member since May 2013.

17. Defendant Brian R. Gamache ("Gamache") has served as a Board member since October 2009.

18. Matthew H. Paull ("Paull") has served as a Board member since September 2010.

19. Maurice S. Reznik ("Reznik") has served as a Board member since July 2014.

20. David P. Storch ("Storch") has served as a Board member since October 2009.

21. The defendants listed in ¶¶ 10-20 are collectively referred to herein as the "Individual Defendants."

22. The Individual Defendants and KapStone are referred to herein as "Defendants."

SUBSTANTIVE ALLEGATIONS

23. According to the Company's Form 10-K for the year ended December 31, 2017, KapStone "produces containerboard, corrugated products and specialty paper." In fiscal year

2017, KapStone "produced 2.8 million tons, nearly 86 percent of which was sold to third party converters or shipped to [its] corrugated products manufacturing plants based in the United States, and 14 percent of which was sold to foreign based customers." Also, in 2017, KapStone's "corrugated products manufacturing plants sold about 912 thousand tons or 14.4 billion square feet ('BSF') of corrugated products in the U.S." and its "Paper and Packaging net sales in 2017 totaled $2.4 billion, which was primarily comprised of $1.6 billion of containerboard and corrugated products and $0.7 billion of specialty paper."

24. On January 29, 2018, KapStone and WestRock issued a press release announcing that they had entered into a definitive agreement where KapStone will be acquired by WestRock. According to the press release, Specifically, KapStone shareholders "will have the option to receive $35.00 per share in cash, or to elect to receive 0.4981 WestRock shares per KapStone share." The press release further stated, in relevant part, the following:

> ATLANTA and NORTHBROOK, Ill., Jan. 29, 2018 (GLOBE NEWSWIRE) -- WestRock Company (NYSE:WRK) ("WestRock") and KapStone Paper and Packaging Corporation (NYSE:KS) ("KapStone") announced today the signing of a definitive agreement, pursuant to which WestRock will acquire all of the outstanding shares of KapStone for $35.00 per share and will assume approximately $1.36 billion in net debt, for a total enterprise value of approximately $4.9 billion.
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> Based on KapStone's annualized EBITDA performance in the second half of its fiscal 2017, WestRock estimates the EV/EBITDA multiples to be under 10 times before and 7 times after the full run rate of expected cost synergies and performance improvements. Upon closing, the acquisition is expected to be immediately accretive to WestRock's adjusted earnings and cash flow, inclusive of purchase accounting adjustments.
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> KapStone stockholders will have the option to receive $35.00 per share in cash, or to elect to receive 0.4981 WestRock shares per KapStone share, with elections of stock consideration capped at 25% of the outstanding KapStone shares but no limit on the number of KapStone shares that can receive cash consideration. KapStone's chairman, Roger Stone, and president and chief executive officer, Matt Kaplan, have entered into voting agreements, pursuant to which they have agreed to vote their shares in support of the transaction, subject to certain limitations.

WestRock will finance the cash consideration through the issuance of new debt under a fully committed financing package. WestRock expects to refinance existing KapStone debt assumed as part of the transaction upon closing. WestRock's expected leverage ratio at the closing of the transaction will be greater than 3.00x, and WestRock expects to return to its stated leverage ratio target of 2.25x to 2.50x by the end of fiscal 2019. The transaction is not conditional on financing.

Founded in 2005 and headquartered in Northbrook, Illinois, KapStone is a leading North American producer and distributor of containerboard, corrugated products and specialty papers, including liner and medium containerboard, kraft papers and saturating kraft. KapStone also owns Victory Packaging, a packaging solutions distribution company with facilities in the United States, Canada and Mexico. KapStone announces preliminary, unaudited adjusted EBITDA of $130 to $135 million for its fourth quarter 2017.

"KapStone is a great fit with WestRock. Their complementary corrugated packaging and distribution operations will enhance WestRock's ability to serve customers across our system, particularly in the western United States, and the addition of their specialty kraft paper products that we do not make enhances our differentiated portfolio of paper and packaging solutions," said Steve Voorhees, chief executive officer of WestRock. "Importantly, KapStone and WestRock share the same dedication to serving customers. We look forward to welcoming the KapStone team members to WestRock and working with them to help make WestRock an even better company."

"The agreement to combine with WestRock is a testament to the tremendous company we have built and the hard work and accomplishments of the KapStone team," said Kaplan. "The transaction enables us to deliver an immediate and compelling cash premium to our shareholders. As we began to understand WestRock's principles, we realized how closely aligned our cultures are. As a result, we believe strongly that this will be beneficial to both our employees and customers."

Strategic Benefits
The transaction significantly enhances WestRock's scale and scope in the market and accelerates WestRock's ability to achieve its strategic goals and enhance its value proposition as the premier partner and provider of innovative, winning solutions to its customers:

- **Creates opportunity for approximately $200 million in cost synergies and performance improvements.** The transaction is expected to generate annual run-rate cost synergies and performance improvements of approximately $200 million by the end of fiscal 2021 that WestRock expects will be captured through the integration of the KapStone operations into WestRock's corrugated packaging system. The categories of benefits include process and capital improvements at mill and box plant locations,

converting and network optimization, procurement and administrative efficiencies. The acquisition will enable WestRock to supply additional corrugated packaging to Victory Packaging. The acquisition will accelerate WestRock's plans to improve margins in its North American corrugated packaging business.

- **Strengthens WestRock's presence on the West Coast.** The addition of KapStone's West Coast facilities improves WestRock's ability to serve customers in this important area and reduce costs across its supply chain. In addition, this expansion opens new opportunities for WestRock to sell the full suite of its product portfolio to KapStone's current customers in this region.

- **Broadens WestRock's differentiated paper and packaging solutions portfolio with the addition of attractive paper grades and distribution capabilities.** The addition of KapStone's complementary specialty kraft paper offerings that WestRock does not offer today enables WestRock to provide a broader product portfolio to existing customers, as well as provides new opportunities to sell WestRock's enterprise-wide offerings to KapStone's customers.

- **Increases mix of virgin fiber based paper in WestRock's paper portfolio.** KapStone's 3 million tons of paper is made using 78% virgin fiber and 22% recovered fiber. This increases WestRock's overall mix of virgin fiber from 65% to 67%.

25. On January 29, 2018, the Company filed a Form 8-K with the SEC detailing the Proposed Transaction, and included the Merger Agreement dated January 28, 2018. According to the Merger Agreement, if the Proposed Transaction is terminated under certain circumstances, KapStone shall pay WestRock a non-refundable termination fee in the amount of approximately $105.6 million.

26. In soliciting shareholder approval for the Proposed Transaction, the Company filed the Proxy on August 1, 2018, which purports to contain a summary and overview of the Proposed Transaction, but omits certain critical information, rendering portions of the Proxy materially incomplete and/or misleading, in violation of the Exchange Act provisions discussed herein. As a

result, KapStone shareholders lack material information necessary to allow them to make an informed decision concerning whether to vote in favor of the Merger.

27. Although KapStone's forecasts cover 2018 through 2024 ("Forecasts") and are purportedly summarized on pages 96-99 of the Proxy, those Forecasts are materially incomplete in that they fail to disclose certain line items used to calculate: (i) adjusted earnings before interest, taxes, depreciation and amortization ("EBITDA"); (ii) adjusted earnings before interest and taxes ("EBIT"); (iii) unlevered free cash flow; and (iv) a reconciliation of all non-generally accepted accounting principles ("GAAP") to GAAP metrics.

28. The Proxy contains materially incomplete and/or misleading information concerning, *inter alia*: the financial analyses performed by the Company's financial advisors, Rothschild & Co. ("Rothschild") and Moelis & Company LLC ("Moelis"), in support of their fairness opinions. As part of Rothschild's fairness opinion, Rothschild reviewed, among other things, "certain internal financial and operating information with respect to the business, operations and prospects of the Company, including certain financial forecasts relating to the Company prepared by the management of the Company." Proxy at B-1. As part of Moelis' fairness opinion, Moelis reviewed, among other things, "certain internal information relating to the business, earnings, cash flow, assets, liabilities and prospects of the Company furnished to us by the Company, including financial forecasts provided to or discussed with us by the management of the Company." Proxy at C-1.

29. The Proxy states that in rendering its fairness opinion, Rothschild performed a *Selected Public Companies Analysis* by reviewing financial information of KapStone and eight selected publicly traded companies including multiples for the EBITDA. However, as the adjusted EBITDA of KapStone was only disclosed in the Proxy as part of KapStone's Forecasts, the Proxy

fails to disclose in the Proxy whether the analysis utilized KapStone's adjusted EBITDA or whether Rothschild utilized EBITDA of KapStone which was not disclosed as part of KapStone's Forecasts. Also, the Proxy fails to disclose the valuation metrics for each of the selected companies.

30. Rothschild also performed a *Selected Precedent Transaction Analysis* by reviewing EBITDA multiples for seventeen selected transactions in the containerboard and paper packaging industry since 2008. As part of Rothschild's analysis, it reviewed the ratio of EV to EBITDA for the last twelve-month period available prior to the announcement of each selected transaction. Again, as the Proxy only disclosed KapStone's adjusted EBITDA as part of KapStone's Forecasts, the Proxy fails to disclose whether the analysis only utilized KapStone's EBITDA of KapStone which was not disclosed part of KapStone's Forecasts, and failed to utilize KapStone's adjusted EBITDA. Similar to the shortcoming of the Rothschild's *Selected Public Companies Analysis*, the Proxy fails to disclose the multiple for each of the selected precedent transactions.

31. Rothschild also performed a *Discounted Cash Flow Analysis* ("DCF") "which calculates an implied value per share by discounting to its present the value of unlevered free cash flow for 2018 to 2024, based on the KapStone forecast, assuming the tax changes and the price increases, and adding thereto a terminal value for KapStone calculated using a range of terminal growth rates from 2.0% to 3.0%." Proxy at 69. However, the Proxy fails to disclose the basis for the terminal growth rate. Rothschild also "utilized a range of discount rates from 8.5% to 9.5%, which was selected based on the estimated weighted average cost of capital of KapStone." *Id*. However, the Proxy fails to disclose the inputs used to calculate the weighted average cost of capital ("WACC") of KapStone. Proxy at 69. While Rothschild's DCF was based on KapStone's projected unlevered free cash flow, it fails to disclose any line item detail for unlevered free cash

flow. They should have disclosed these line items, including projected EBIT, cash taxes, depreciation, amortization, capital expenditures, and any changes in working capital, so that shareholders can make their own determination as to the reliability of this valuation.

32. With respect to Rothschild's premium paid analysis which was done for informational purposes, Rothschild observed that the approximate implied value per KapStone share reference range of $32.00 per share to $35.00 per share was in "the range observed in publicly announced or completed U.S. transactions in the last five years with an enterprise value between $2.5 billion and $7.5 billion." Proxy at 69. However, the Proxy fails to disclose the transactions observed by Rothschild and the premiums paid for each of the transactions.

33. Rothschild also performed two analyses concerning the present values of future KapStone share prices for informational purposes. However, the Proxy fails to disclose (i) KapStone's projected net debt figures for years 2019 and 2020; and (ii) the inputs used to calculate the discount rate.

34. With respect to Moelis' *Selected Public Companies Analysis* and *Selected Precedent Transactions Analysis*, both analyses utilized KapStone's EBITDA multiples which were not disclosed in the Proxy. However, the Proxy fails to disclose whether the analyses utilized KapStone's adjusted EBITDA multiples as disclosed in the Proxy.

35. With respect to Moelis' *Discounted Cash Flow Analysis*, the analysis used "the 2018 – 2024 forecasts provided by KapStone's management to calculate the estimated present value of the future unlevered after-tax free cash flows projected to be generated by KapStone, including terminal free cash flows." Proxy at 75. The Proxy fails to disclose any line item detail for unlevered free cash flow. Also, the Proxy fails to disclose the inputs used to calculate the

"range of discount rates of 8.75% to 10.75% based on an estimated range of KapStone's weighted average cost of capital." Proxy at 75.

36. For informational purposes, Moelis analyzed share price targets for KapStone which ranged from $26.00 per share to $30.00 per share. The Proxy fails to disclose the names of the research firms and the price targets. Again, similar to Rothschild's price target analysis, while the Company's shareholders could, potentially, do research on their own to determine this information, the shareholders should not have to undertake this significant project merely to obtain this material information, which the Company already has readily available.

37. The Proxy fails to disclose any financial projections for Holdco and WestRock. Significantly, the Proxy fails to disclose whether Rothschild or Moelis performed any analyses or valuations with respect to Holdco and WestRock in connection with this Proposed Transaction. If KapStone's financial advisors failed to perform any analyses on Holdco and WestRock, the Proxy should disclose affirmatively that analyses of Holdco and WestRock were not performed by Rothschild or Moelis and explain as to why they were not done.

38. Given that KapStone shareholders has the option to elect to receive 0.4981 Holdco shares per KapStone share as their Stock Consideration in the Proposed Transaction, financial analyses as to the value of the common stocks of Holdco and WestRock would be material information necessary to allow KapStone shareholders to value Holdco and WestRock's shares and to make an informed decision concerning whether to elect the Stock Consideration option and vote in favor of the Merger.

39. The non-disclosed information discussed above, would be material to KapStone shareholders in deciding how to vote their shares, as the real informative value of the financial advisor's work is not in its conclusion, but in the valuation analyses that buttress that result. When

a financial advisor's endorsement of the fairness of a transaction is touted to shareholders, the valuation methods used to arrive at that opinion, as well as the key multiples and range of multiples used in those analyses, must also be fairly disclosed.

40. Further, the non-disclosed information discussed above prevents shareholders from understanding the context of the figures or consider whether any of the inputs thereto or ranges derived therefrom are anomalous. Absent this information, KapStone shareholders are unable to determine whether the Proposed Transaction is indeed fair and in their best interest.

41. Without the foregoing material disclosures, KapStone shareholders are unable to fully understand and interpret financial analyses by Rothschild and/or Moelis or the fairness of the Merger Consideration when determining whether to vote in favor of the Proposed Transaction.

CLASS ACTION ALLEGATIONS

42. Plaintiff brings this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of himself and the other public shareholders of KapStone (the "Class"). Excluded from the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any of the Defendants.

43. This action is properly maintainable as a class action for the following reasons:

a. The Class is so numerous that joinder of all members is impracticable. As of February 13, 2018, there were 97,380,941 shares of KapStone common stock outstanding, held by hundreds, if not thousands, of individuals and entities scattered throughout the country.

b. Questions of law and fact are common to the Class, including, among others: (i) whether Defendants have violated Sections 14(a) and 20(a) of the Exchange Act in connection with the Proposed Transaction; and (ii) whether Plaintiff and the Class would be

irreparably harmed if the Proposed Transaction is consummated as currently contemplated and pursuant to the Proxy as currently composed.

c. Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature, and will fairly and adequately protect the interests of the Class.

d. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff does not have any interests adverse to the Class.

e. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the party opposing the Class.

f. A class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

g. Defendants have acted, or refused to act, on grounds generally applicable to the Class as a whole, and are causing injury to the entire Class. Therefore, preliminary and final injunctive relief on behalf of the Class as a whole is entirely appropriate.

CAUSES OF ACTION

COUNT I

Claim for Violation of Section 14(a) of the Exchange Act and Rule 14a-9 Promulgated Thereunder (Against All Defendants)

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

45. Section 14(a)(1) of the Exchange Act makes it "unlawful for any person . . . to

solicit or to permit the use of his name to solicit any proxy or consent or authorization in respect of any security (other than an exempted security) registered pursuant to section 78l of this title." 15 U.S.C. § 78n(a)(1).

46. Rule 14a-9, promulgated by the SEC pursuant to Section 14(a) of the Exchange Act, provides that solicitation communications with shareholders 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(a).

47. Rule 14a-9 further provides that, "[t]he fact that a proxy statement, form of proxy or other soliciting material has been filed with or examined by the Commission shall not be deemed a finding by the Commission that such material is accurate or complete or not false or misleading, or that the Commission has passed upon the merits of or approved any statement contained therein or any matter to be acted upon by security holders. No representation contrary to the foregoing shall be made." 17 C.F.R. § 240.14a-9(b).

48. As discussed herein, the Proxy misrepresents and/or omits material facts concerning the Merger.

49. Defendants prepared, reviewed, filed and disseminated the false and misleading Proxy to KapStone shareholders. In doing so, Defendants knew or recklessly disregarded that the Proxy failed to disclose material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

50. The omissions and incomplete and misleading statements in the Proxy are material in that a reasonable shareholder would consider them important in deciding how to vote their

shares. In addition, a reasonable investor would view such information as altering the "total mix" of information made available to shareholders.

51. By virtue of their positions within the Company and/or roles in the process and in the preparation of the Proxy, Defendants were undoubtedly aware of this information and had previously reviewed it, including participating in the Merger negotiation and sales process and reviewing Rothschild's and Moelis's complete financial analyses purportedly summarized in the Proxy.

52. The Individual Defendants undoubtedly reviewed and relied upon the omitted information identified above in connection with their decision to approve and recommend the Merger.

53. KapStone is deemed negligent as a result of the Individual Defendants' negligence in preparing and reviewing the Proxy.

54. Defendants knew that Plaintiff and the other members of the Class would rely upon the Proxy in determining whether to vote in favor of the Merger.

55. As a direct and proximate result of Defendants' unlawful course of conduct in violation of Section 14(a) of the Exchange Act and Rule 14a-9, absent injunctive relief from the Court, Plaintiff and the other members of the Class will suffer irreparable injury by being denied the opportunity to make an informed decision as to whether to vote in favor of the Merger.

56. Plaintiff and the Class have no adequate remedy at law.

COUNT II

Claim for Violations of Section 20(a) of the Exchange Act (Against the Individual Defendants)

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

58. The Individual Defendants acted as controlling persons of KapStone within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as officers and/or directors of KapStone, and participation in and/or awareness of the Company's operations and/or intimate knowledge of the false 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 the Company, including the content and dissemination of the various statements which Plaintiff contends are false and misleading.

59. Each of the Individual Defendants were 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.

60. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company, and, therefore, is presumed to have had the power to control or influence the particular transactions giving rise to the securities violations alleged herein, and exercised the same. The Proxy contains the unanimous recommendation of each of the Individual Defendants to approve the Merger. They were thus directly connected with and involved in the making of the Proxy.

61. 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) of the Exchange

Act and Rule 14a-9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons and the acts described herein, the Individual Defendants are liable pursuant to Section 20(a) of the Exchange Act.

62. As a direct and proximate result of Individual Defendants' conduct, Plaintiff will be irreparably harmed.

63. Plaintiff and the Class have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and relief as follows:

A. Ordering that this action may be maintained as a class action and certifying Plaintiff as the Class Representative and Plaintiff's counsel as Class Counsel;

B. Preliminarily and permanently enjoining Defendants and all persons acting in concert with them from proceeding with, consummating, or closing the Proposed Transaction;

C. Directing the Individual Defendants to disseminate an Amendment to the Company's Proxy that does not contain any untrue statements of material fact and that states all material facts required in it or necessary to make the statements contained therein not misleading;

D. Directing Defendants to account to Plaintiff and the Class for their damages sustained because of the wrongs complained of herein;

E. Awarding Plaintiff the costs of this action, including reasonable allowance for Plaintiff's attorneys' and experts' fees; and

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

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: August 22, 2018

Respectfully submitted,

RIGRODSKY & LONG, P.A.

By: */s/ Brian D. Long*

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