



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MARK JACOBS, individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

Civil Action No: _____

PHILIP A. FALCONE, KEITH M.)
HLADEK, PAUL VOIGT, MICHAEL)
R. HILL, JAMES RUSTIN ROACH, D.)
RONALD YAGODA, PHILLIP O.)
ELBERT, HC2 HOLDINGS, INC., and)
SCHUFF INTERNATIONAL, INC.)

Defendants)

VERIFIED CLASS ACTION COMPLAINT

Plaintiff Mark Jacobs (“Plaintiff”), by his attorneys, alleges upon information and belief, except for his own acts, which allegations are based upon personal knowledge, as follows:

1. Plaintiff brings this class action on behalf of the public stockholders of Schuff International, Inc. (“Schuff” or the “Company”) who have been harmed as a result of defendants’ breaches of fiduciary duties related to a buyout of the public minority interest in Schuff by the Company’s largest controlling stockholder, HC2 Holdings, Inc. (“HC2”) through a \$31.50 cash per share tender offer (the “Tender Offer”). The Tender Offer commenced on August 21, 2014 and ended on October 7, 2014.

2. Prior to commencement of the Tender Offer, HC2 owned 70% of the outstanding common stock of Schuff, and following the consummation of the Tender Offer, HC2 owned 89% of the outstanding common stock of Schuff, having accepted for purchase 733,634 shares at a price of \$31.50 per share. According to HC2's offer to purchase dated August 20, 2014 (the "Offer to Purchase"), HC2 intended that, when its ownership in Schuff reached 90% of Schuff's outstanding shares, as a result of the Tender Offer or subsequent purchases following completion of the Tender Offer, HC2 would complete the short-form merger promptly thereafter, pursuant to Section 253 of the Delaware General Corporate Law ("DGCL"), at no less than the offer price contained in the Offer to Purchase (the "Buyout"). When the Tender Offer resulted in HC2 owning only 89% of the outstanding common stock of Schuff, HC2 indicated that it intended to make further purchases of the shares of common stock of Schuff from time to time in the open market or in privately negotiated transactions until its ownership reached the 90% threshold.

3. On November 3, 2014, HC2 announced that it had entered into an open-market transaction to increase its ownership of Schuff to 90.6% and intended to execute a short-form merger as soon as practicable.

4. The Schuff board of directors (the "Board" or the "Individual Defendants") consists of seven individuals. Of those seven, only two of those

individuals are considered independent by the Company. Three of the Board members, Philip A. Falcone (“Falcone”), Keith M. Hladek (“Hladek”), and Paul Voigt (“Voigt”) are affiliated with HC2. Two members of the Board, Michael R. Hill (“Hill”), the Company’s Vice President and Chief Financial Officer (“CFO”) and James Rustin Roach (“Roach”), the Company’s President and Chief Executive Officer (“CEO”), are members of management. Only D. Ronald Yagoda (“Yagoda”) and Phillip O. Elbert (“Elbert”) are, according to Schuff, not affiliated with HC2 or management.

5. After receiving an email attaching draft Tender Offer materials from HC2’s legal counsel on August 11, 2014 which notified the Company of HC2’s intention to commence a Tender Offer to purchase the issued and outstanding shares not owned by HC2, the Board held a special meeting on August 15, 2014 and formed a special committee consisting of Yagoda and Elbert (the “Special Committee”). The Board delegated to the Special Committee the power and authority to review, investigate, consider, evaluate, negotiate, and take a position with respect to the Tender Offer and/or alternatives thereto.

6. Although the Special Committee determined to express no opinion and remain neutral regarding the Buyout, its actions speak differently. The Special Committee informed the unaffiliated stockholders that they intended to tender their shares. Moreover, in material sent to the unaffiliated stockholders, the Special

Committee emphasized that if the Tender Offer was consummated but the short-form merger was not, stockholders' ability to liquidate their shares might be more restricted – an obvious threat that would tend to coerce stockholders into tendering. Nevertheless, as the Tender Offer was not recommended by the Special Committee, it is subject to Delaware's entire fairness standard, and was not entirely fair, in either process or price, to the public minority stockholders.

7. If completed, the Buyout will mark the end of Schuff as a public company and will divest the Company's public stockholders of their ownership interest. Accordingly, both the Individual Defendants and HC2, as controlling stockholder, have a duty to ensure that both the process leading up to the Buyout, as well as the agreed consideration, are entirely fair to the Company's unaffiliated stockholders.

8. As described in more detail below, the Buyout was not entirely fair as to price. First, the consideration offered in the Buyout represents only a 1.6% premium to the August 20, 2014 closing price, the day before announcement of the Tender Offer. Second, Sententia Capital Management ("Sententia"), the beneficial owner of 1,700 shares of the Company as of August 25, 2014, issued a report in June 2014 ("Sententia June Report") that projects, on the conservative side, 7.5% EBITDA margin, 20% ROE margin and 20% FCF yield. Sententia's base case scenario, with 4x EV/EBIT and a conservative range of backlogs to revenue,

implies a \$39 price target, or 34% upside. The high case scenario, with 5x EV/EBIT and the high range of backlogs to revenue, leads to a share price of \$55 per share, or a 90% upside.

9. Recent events confirmed that HC2 knows that the price of the Buyout is not fair. On November 3, 2014, HC2 filed a Form 8-K with the United States Securities and Exchange Commission (“SEC”) that provided: “[o]n October 29, 2014, we entered into an open-market transaction to increase our ownership of Schuff to 90.6%, and we intend to execute a short-form merger as soon as practicable.”

10. Based upon information, belief, and contemporaneous public reports of trading activity on October 29, 2014, it appears that HC2 purchased approximately 65,000 shares in a privately negotiated transaction to reach the 90% threshold for \$34.00 per share – a price \$2.50 per share above the Buyout price.

11. It should be noted, however, that both graphs and historical price charts of several services (NASDAQ, Yahoo Finance, and OTC Markets) have now been changed to show zero volume for the three days around HC2’s stated “open-market transaction” – from Tuesday, October 28 to Thursday, October 30 – and also show no prices above \$32.49 for that week. However, information available on October 29 demonstrated a volume of 65,000 shares traded at a price of \$34.00.

12. The Buyout was also not entirely fair as to process. The Special Committee conducted no process here. The Special Committee did not negotiate price with HC2. The Special Committee did not consider any alternative transactions for the Company. The Special Committee did not undertake an evaluation of HC2's ability to obtain financing sufficient to consummate the Tender Offer and planned second-step merger. Although the Special Committee found management's projected financial information to be unreliable, it did not undertake its own preparation of reliable projections for the Company. In essence, the Special Committee served no purpose here. Its creation appears to have been a mere pro forma step to create some semblance of fairness to the process. Regardless of the purported independence of the Special Committee members, they did not act independently of HC2 in the process and did not act with undivided loyalty to the public minority stockholders of Schuff.

13. The Board and HC2 had a duty to ensure (and now have the burden to show) that the process leading up to the Buyout and the agreed upon consideration are entirely fair to HC2's public minority stockholders. The Board and HC2 cannot meet this burden.

14. For these reasons and as set forth in detail herein, Plaintiff seeks to recover damages resulting from defendants' violations of their fiduciary duties.

PARTIES

15. Plaintiff is, and has been at all relevant times, the owner of shares of common stock of Schuff.

16. Defendant Schuff is a corporation organized and existing under the laws of the State of Delaware and maintains its executive offices at 1841 West Buchanan Street, Phoenix, Arizona 85007. Schuff is named as a defendant solely for the purpose of providing full and complete relief. Schuff operates as a steel fabrication and erection contractor primarily in the United States (“U.S.”). The Company is one of the largest fabricators and erectors of steel in the U.S. The steel fabrication and erection projects of the Company primarily obtained through independent bidding processes. The Company filed a Form 15, dated November 16, 2004 (“Form 15”), under the Securities Exchange Act of 1934. The filing of Form 15 immediately suspended the Company’s obligations to file certain reports with the U.S. Securities and Exchange Commission (“SEC”). The Company has not made filings with the SEC since January 13, 2005. On January 5, 2005, the Company received an order from the SEC granting its application to withdraw the shares from listing and registration on the American Stock Exchange. The Company’s stock currently trades over the counter.

17. Defendant Falcone has been a director of the Company since 2014. Falcone is also the President and CEO of HC2 and Chairman of the HC2 Board.

18. Defendant Hladek has been a director of the Company since 2014. Hladek is also Chief Operating Officer (“COO”) of HC2.

19. Defendant Voigt has been a director of the Company since 2014. He is also the Managing Director of Investments for HC2.

20. Defendant Hill has been a director of the Company since 2001. He is also Vice President and CFO of the Company.

21. Defendant Roach has been a director of the Company since 2013. He is also the President and CEO of the Company.

22. Defendant Yagoda has been a director since 2012 and has been involved with the Company since 1996, initially as a financial consultant. He is also one of the two members of the Special Committee.

23. Defendant Elbert has been a director of the Company since 2012. He is the second member of the Special Committee.

24. Defendants referenced in ¶¶ 17 through 23 are collectively referred to as the Individual Defendants and/or the Board.

25. Defendant HC2 is a Delaware corporation with its executive offices at 460 Herndon Parkway, Suite 150, Herndon, Virginia 20170. HC2 operates as a holding company of operating subsidiaries primarily in the United States and the United Kingdom. HC2 has been, at all relevant times, the majority and controlling stockholder of Schuff.

CLASS ACTION ALLEGATIONS

26. Plaintiff brings this action as a class action pursuant to Court of Chancery Rule 23 on behalf of owners of Schuff common stock (the “Class”). Excluded from the Class are defendants and their affiliates, immediate families, legal representatives, heirs, successors or assigns and any entity in which defendants have or had a controlling interest.

27. This action is properly maintainable as a class action.

28. The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through discovery, Plaintiff believes that there are thousands of members in the Class. According to the Company’s Annual Report for the year ended December 29, 2013, approximately 4.2 million shares of common stock were represented by the Company as outstanding.

29. Questions of law and fact are common to the Class, including, *inter alia*, the following:

(i) Whether the Buyout was entirely fair as to price and process to Plaintiff and other members of the Class;

(ii) Have the Individual Defendants breached their fiduciary duties of undivided loyalty or due care with respect to Plaintiff and the other members of the Class in connection with the Buyout;

(iii) Whether HC2 breached its fiduciary duties as the Company's majority, controlling stockholder to Class members in connection with the Buyout; and

(iv) Whether Plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated.

30. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

31. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for defendants, or adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

32. Defendants acted, or refused to act, on grounds generally applicable, and are causing injury to the Class and, therefore, final injunctive relief on behalf of the Class as a whole is appropriate.

SUBSTANTIVE ALLEGATIONS

HC2's Control of the Company

33. On May 12, 2014, HC2 purchased 2,500,000 shares of Schuff common stock from SAS Venture LLC, an entity wholly owned by Scott A. Schuff, the Company's then President and CEO, and his father for an aggregate purchase price of \$78,750,000, or \$31.50 per share. After this, Scott A. Schuff resigned as an officer and director of the Company. Following consummation of this purchase, HC2 held 60% of the issued and outstanding shares of the Company. HC2 then proceeded to purchase an additional 198,411 shares in June 2014.

34. On June 17, 2014, the Company repurchased 253,039 shares from Saied Mahdavi, former President of Quincy Joist Company, a wholly owned subsidiary of the Company until 2013, for \$28.25 per share.

35. On June 27, 2014, the Company repurchased 45,325 shares from Ryan Schuff, Scott A. Schuff's son, a former member of the Board, and the former President and CEO of Schuff Steel Company, a wholly owned subsidiary of the Company for \$26.50 per share.

36. On June 30, 2014, the Company repurchased an additional 26,300 shares from SAS Revocable Trust U/T/A, controlled by Scott A. Schuff, for \$26.50 per share.

37. Also on June 30, 2014, the Company repurchased 3,000 shares from Davnan International L.L.C., an entity controlled by David A. Schuff, Scott A. Schuff's father, for \$26.50 per share.

38. After the consummation of HC2's purchases and the Company's repurchases of shares, HC2 owned 70% of the issued and outstanding shares.

39. Prior to commencement of the Tender Offer, HC2 owned 70% of the outstanding common stock of Schuff, and following the consummation of the Tender Offer, HC2 owned 89% of the outstanding common stock of Schuff, having accepted for purchase 733,634 shares at a price of \$31.50 per share.

40. Accordingly, since at least May 12, 2014, and at all relevant times to this action, HC2 exercised actual control over the Company, and the entire Board.

41. Defendant Falcone has a well-documented history with the SEC's Enforcement Division. In a 2013 settlement with the SEC, Falcone admitted to using investor money to pay his own personal taxes, secretly favoring some customers over others, and engaging in an illegal market manipulation, and thereby forcing a short squeeze on a Canadian bond issue.

The Buyout Is Not Entirely Fair as to Price

42. Sententia¹ issued the June Report that indicated that Schuff is coming out of a non-residential construction industry downturn and “is positioned to benefit as they have great operational leverage and recapitalized at the bottom of the cycle.” The Sententia June Report also states: “Our current financial estimates are conservative and project 7.5% EBITDA margin, 20% ROE margin and 20% FCF yield. We anticipate Schuff will surpass these numbers but will remain conservative in our projections.”

43. According to an August 2014 report from Sententia (“Sententia August Report”), Schuff showed record backlogs at year end 2013. This backlog explosion is set to lead to a doubling in earnings per share (“EPS”) in 2014. The Sententia August Report also provided that the Company could potentially reach \$50 million EBIT in 2014 and \$100 million EBIT in two years. Sententia further reported that high capital returns, cash generation, company and industry tailwinds make Schuff an incredibly attractive company.²

¹ Sententia is also the beneficial owner of 1,700 shares of the Company, as of August 25, 2014, and had announced that it would not tender its shares in the Tender Offer. Sententia believes that the Offer Price is highly undervalued.

² Aside from the Company’s historical financial statements, the Sententia Reports are one of the only other means for evaluating the Company’s value.

44. Further, Sententia's June Report estimated a below-consensus growth after 2014 of 7% that will lead to double digit EPS by 2015. The operational leverage of the Company will lead to a 20%+ free cash flow yield for 2014.

45. In the Sententia August Report, Sententia stated: "Our analysis indicates that Schuff holds considerable value beyond the current tender price offered Conservative valuations range from \$57-101, considerably more than the current tender price."

46. Sententia's base case scenario, with 4x EV/EBIT and a conservative range of backlog to revenue, implies a \$39 short term price target, or 34% upside. The high case scenario, with 5x EV/EBIT and the high range of backlogs to revenue, leads to a share price of \$55 per share, or a 90% upside.

47. Indeed, in an article published on *OddballStocks.com* in late August 2014, the author posed the following question:

My question is why would shareholders tender their shares? If shareholders decide to tender they're giving up shares in a company that's trading at maybe 5-6x earnings, a rarity in today's market. If they don't tender, and many others decide to do the same there's a chance that HC2 might raise their bid.

48. In an October 2, 2014 article published on *SeekingAlpha.com*, the author took note that not all Schuff stockholders are pleased with HC2's Tender Offer.

49. The consideration offered in the Buyout represents only a 1.6% premium to the August 20, 2014 closing price, the day before announcement of the Tender Offer.

50. In a letter to the Schuff stockholders from the Special Committee dated September 5, 2014 (“Special Committee Letter”), the Special Committee noted that the Offer Price of \$31.50 is the same price that Scott A. Schuff, who at the time was the President and CEO, member of the Board, and controlling stockholder and a co-founder of the Company, sold 60% of his interest in the Company to HC2 on May 12, 2014. The Special Committee used this fact as evidence of the fairness of the Offer Price, which is an unsatisfactory basis with which to judge the fairness of the consideration offered in the Buyout.

51. The Special Committee Letter also referenced that the Company had recently repurchased shares from minority stockholders at less than the Offer Price. However, the share repurchases mentioned occurred in June 2014, two months before the announcement of the Buyout, and did not take into account the upside and potential growth of the Company in the future.

52. HC2 knows that the price of the Buyout is not fair and was willing to pay more to meet the 90% threshold required for a short-form merger. On November 3, 2014, HC2 filed a Form 8-K with the SEC that provided: “[o]n October 29, 2014, we entered into an open-market transaction to increase our

ownership of Schuff to 90.6%, and we intend to execute a short-form merger as soon as practicable.”

53. Upon information and belief, HC2 purchased 65,000 shares of Schuff in a negotiated transaction on October 29, 2014 for a price of \$34.00 per share. This amounts to \$2.50 per share above the Buyout price. HC2 was willing to pay more to get the deal done. On October 29, 2014, several financial services showed a corresponding volume, approximately 65,000 shares, and a corresponding trading price, \$34.00. Plaintiff observed this volume and pricing information. It should be noted, however, that both graphs and historical price charts of several services (NASDAQ and Yahoo Finance, even OTC Markets) have now been changed to show zero volume for the three days around HC2’s stated “open-market transaction” – from Tuesday, October 28 to Thursday, October 30 – and also show no prices above \$32.49 for that time period.

54. HC2 was apparently willing to pay more to get the deal done, and because of an unfair and inadequate process, the unaffiliated stockholders will not reap the benefits of this willingness.

55. Moreover, in its supplemental letter to stockholders dated September 26, 2014, Schuff announced that it had entered into a confidential agreement with a manufacturer to furnish, fabricate, and erect the first structural steel package on large-scale manufacturing plant in the U.S. The initial structural steel package of

this project is anticipated to exceed 20,000 tons. This initial phase is expected to be one of five of the Company's largest current projects. The Company informed stockholders that it believes that the project will have a positive effect on its revenue, currently anticipated to be approximately ten percent or more for fiscal year 2014. This important development took place after HC2 commenced the Tender Offer at \$31.50. Thus, the \$31.50 per share offer price did not and does not reflect this new development, and is well below the Company's intrinsic value.

The Buyout Was Not Entirely Fair as to Process

56. Although, on August 15, 2014, the Board established the Special Committee, consisting solely of purported independent and disinterested members, Yagoda and Elbert, to, among other things, review, investigate, consider, evaluate, negotiate, and take a position with respect to the Tender Offer and/or alternatives thereto, the Special Committee did nothing. The Special Committee did not conduct a process. The Special Committee did not attempt to negotiate a higher price. The Special Committee did not consider alternatives. Despite the risks posed to the liquidity of the unaffiliated stockholders' shares if the Tender Offer was not successful in reaching the 90% threshold, the Special Committee took no steps to ensure that the unaffiliated stockholders received a fair price for their shares.

57. The nature of HC2's control over the Company does not provide for any "independent" committee to exist in the context of the Buyout because of HC2's control of the Company. Three members of the Board are directly affiliated with HC2, two members are management who serve at the pleasure of HC2, and only two members of the Board have nominal independent status.

58. This lack of meaningful independence was evident throughout the Special Committee's consideration of the Buyout. After the Company received draft Tender Offer materials from HC2's counsel on August 11, 2014, the Company decided to form the Special Committee. On August 18, 2014, at the Special Committee's first meeting, the Special Committee retained Greenberg Traurig, LLP ("Greenberg Traurig") as its outside legal counsel. The Special Committee *did not engage an outside financial advisor to assist in the review of financial information*, but rather relied on its two members to do that on their own.

59. On August 19, 2014, the Special Committee sent a letter to HC2 suggesting revisions to the draft Tender Offer materials. HC2 complied with all the revisions on August 21, 2014 when it launched the Tender Offer. There is no indication that the Special Committee ever sought an increase in price.

60. On August 25, 2014, the Special Committee held another meeting, where it decided to request that management provide certain financial information regarding the Company to enable the Special Committee to consider and evaluate

the Tender Offer. As a result of this request, management purportedly provided the Special Committee with the Company's audited financials for 2004 through 2013. The Special Committee also claims to have reviewed the HC2 Form 10-Q for the period ended June 30, 2014 and the HC2 Form 8-K/A for the period ended March 30, 2014, both filed with the SEC. Lastly, the Special Committee purportedly reviewed the Company's consolidated income statements for the years 2004 to 2013.

61. On August 29, 2014, after reviewing the limited financial information of the Company and HC2, the Special Committee met again. The Special Committee only spent four days reviewing both parties' historical financial information.

62. The Special Committee Letter stated that the Special Committee had determined that management's forecasts and cash flow projections were unreliable because of the cyclical nature of the business, and therefore did not rely upon them in evaluating the Tender Offer. In light of this assessment, however, the Special Committee took no steps to consult with an outside financial advisor to create reliable financial projections and provide the unaffiliated stockholders with a credible basis for future financial analyses.

63. After two more meetings, on September 4, 2014, the Special Committee authorized Greenberg Traurig and the Company's officers to effect the

publication and mailing of the Special Committee Letter to stockholders setting forth no recommendation from the Special Committee regarding HC2's Tender Offer. That is, the Special Committee adopted a nominally neutral stance on the Tender Offer and the Buyout. Importantly, the Special Committee did not recommend that the Company's stockholders support the Tender Offer or the Buyout. Given that the Tender Offer proceeded in the absence of such a recommendation, it is clear that neither the Tender Offer nor the Buyout were ever conditioned on such approval from the Special Committee.

64. The Special Committee did not undertake an evaluation of HC2's ability to obtain financing sufficient to consummate the Tender Offer. Yet, HC2's Tender Offer materials provide that the consummation of the Tender Offer is conditioned upon HC2's ability to finance the purchase of the shares. The Special Committee conducted no due diligence on HC2's ability to finance the Buyout.

65. The Special Committee did not undertake or engage in negotiations with HC2 as to the offer price.

66. Additionally, the Special Committee did not expend any time considering strategic alternatives to the Buyout. Although the reviewing, investigation, consideration, evaluation, and negotiation of alternatives to the Tender Offer were stated responsibilities of the Special Committee, the Special Committee, at no point in time, engaged in any discussions of such alternatives.

67. Although the Special Committee determined to express no opinion and remained neutral on the Buyout, its actions speak differently. First, the Special Committee members indicated that they intended to tender their shares. Second, the Special Committee emphasized that the Tender Offer provided liquidity to stockholders that might not otherwise be available. The Special Committee warned the unaffiliated stockholders that if the Tender Offer is consummated, but the second-step merger is not, there will be fewer shares available for sale and stockholders' ability to liquidate may be more restricted – more of a coercive threat than a warning.

COUNT I

Breach of Fiduciary Duties (Against The Individual Defendants)

68. Plaintiff repeats all previous allegations as if set forth in full herein.

69. The Individual Defendants violated the fiduciary duties owed to the public minority stockholders of Schuff and acted to put the interests of HC2 ahead of the interests of the Company's minority stockholders or acquiesced in those actions by fellow defendants. These defendants failed to take adequate measures to ensure that the interests of Schuff's minority stockholders are properly protected, failed to negotiate a fair price for the stockholders, failed to engage independent financial advisors to safeguard the interests of the minority

stockholders, and failed to engage in any sort of process, thereby, essentially acquiescing to HC2's interests.

70. By the acts, transactions, and courses of conduct alleged herein, these defendants, individually and acting as a part of a common plan, acted unfairly to deprive Plaintiff and other members of the Class of the true value of their Schuff investment.

71. By reason of the foregoing acts, practices, and courses of conduct, the Individual Defendants breached their fiduciary obligations owed to Plaintiff and the other members of the Class.

72. As a result of the actions of Individual Defendants, Plaintiff and the Class have been harmed in that they have not and will not receive the fair value of their Schuff stock.

COUNT II

Breach of Fiduciary Duty (Against HC2)

73. Plaintiff repeats all previous allegations as if set forth in full herein.

74. As the controlling stockholder of Schuff, HC2 owed the Company and its minority stockholders fiduciary duties of care and loyalty.

75. As set forth herein, HC2 breached its fiduciary duties to Plaintiff and the other members of the Class by effecting a self-dealing transaction for an unfair price.

76. By reason of the foregoing, HC2 has been and will be unjustly enriched, and the Class has been and will be damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against defendants jointly and severally, as follows:

(A) Declaring this action to be a class action and certifying Plaintiff as the Class representative and Plaintiff's counsel as Class counsel;

(B) Rescinding the Buyout and setting it aside, or awarding rescissory and compensatory damages to Plaintiff and the Class, including pre-judgment and post-judgment interest;

(C) Directing defendants to account to Plaintiff and the Class for all damages suffered by them as a result of defendants' wrongful conduct alleged herein;

(D) Awarding Plaintiff the costs of this action, including reasonable allowance for the fees and expenses of Plaintiff's attorneys and experts; and,

(E) Granting Plaintiff and the other members of the Class such other relief as this Court deems just, equitable, and proper.

Dated: November 6, 2014

RIGRODSKY & LONG, P.A.

By: /s/ Brian D. Long

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